



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, JUNE 19, 2025, 3:00 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 831 8804 4732

Passcode: 084117

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

B. Roll Call.

- I. Members:** Chair Gary Delveaux, Vice-Chair Matt Schueller, Deby Dehn, Ald. Kathy Hinkfuss, Stephen Srubas, 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 Thursday, June 19, 2025, meeting of the Redevelopment Authority.**

D. Regular Business.

- I. Consideration with possible action on Development Agreement 25-04 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), 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.

2. Consideration with possible action on Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), 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 to authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for projects costs that are not eligible for grant reimbursement.

E. Informational.

1. Director's report and project updates.
2. Next Meeting: July 8, 2025

F. Adjournment.

1. Adjournment of the Thursday, June 19, 2025, meeting of the Redevelopment Authority.

- 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

June 19, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # D.1

Consideration with possible action on Development Agreement 25-04 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), 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

Broadway Realty, LLC, intends to develop a project that includes approximately 41 single-family homes with public streets and infrastructure for stormwater management, sanitary sewer, and water. The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it will:

- Build new structures with high-performance designs, systems, and finishes;
- Create a significantly higher per acre property value than adjacent properties and the City average;
- Be located in a place easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks;
- Expand our range of real estate products;
- Create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2025, the Property has a Base Value of four hundred ninety-three thousand four hundred dollars (\$493,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- Nine thousand eight hundred twenty-nine dollars (\$9,829.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Four thousand six dollars (\$4,006) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of Project, the City estimates the Annual Assessed Value of the Property to be nine million five hundred thousand dollars (\$9,500,000.00), which is anticipated to yield approximately:

- One hundred eighty-nine thousand two hundred forty dollars (\$189,240.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Seventy-seven thousand one hundred forty dollars (\$77,140) in real estate taxes to the City of

Green Bay annually (assessed mill rate of \$8.12).

The Developer requests Pay As You Go Tax Increment Financing (PAYGo TIF) assistance solely for the reimbursement of costs for new public infrastructure required to serve the planned private development. 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 32" or the "TID"), effective January 1, 2025, and which will provide part of the financing for certain costs of the Project.

Staff also request the Development Director be authorized to approve a collateral assignment of the Development Agreement, should one be requested by the Developer.

RECOMMENDATION

To approve Development Agreement 25-04 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), and authority for the Director to approve a collateral assignment, subject to legal review.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - 80% of the Available Tax Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the lesser of Two Million Dollars (\$2,000,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

- I. The Pines - RDA Draft Development Agreement_20250618



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-04

THE PINES

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 BROADWAY REALTY, LLC, a Wisconsin limited liability company (“Developer”). City, RDA and Developer are each referred to herein as “Party” and collectively, as the “Parties”.

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>
21-1229	0 Deuchert St	10.09	\$493,400.00

B. The parcels listed above shall be referred to as the “Property.” The Property comprises approximately ten and nine hundredths (10.09) 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 development of approximately 41 single-family homes with public streets and public infrastructure for stormwater management, sanitary sewer, and water. The 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 a Base Value of four hundred ninety three thousand four hundred dollars (\$493,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

1. Nine Thousand eight hundred twenty nine dollars (\$9,829.00) in total real estate taxes annually (assessed mill rate of \$19.92);
2. Four thousand six dollars (\$4,006) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

E. Upon completion of Project, the City estimates the Annual Assessed Value of the Property to be nine million five hundred thousand dollars (\$9,500,000.00), which is anticipated to yield approximately:

1. One hundred eighty nine thousand two hundred forty dollars (\$189,240.00) in total real estate taxes annually (assessed mill rate of \$19.92);
2. Seventy seven thousand one hundred forty dollars (\$77,140) 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 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 TIF (as defined below) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation, and the engineering design and construction of public infrastructure, 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 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 four hundred ninety three thousand and four hundred dollars (\$493,400.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Broadway Realty, LLC, or any assignee of the same.
- H. Intentionally Deleted.
- 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 C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.

- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III.B.2.
- 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 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, 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.

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) The Developer guarantees that the Property shall have a minimum Annual Assessed Value equal to the seven million dollars (\$7,000,000.00) 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 Annual Assessed Value of the Property shall be determined on January 1 of each tax year and shall be compared to the Annual 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 Property 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. TIF Incentive shall only fund Public Improvements as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law.
 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, which approval shall not be unreasonably withheld. Except as explicitly set forth herein, 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 two million dollars (\$2,000,000.00) 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 September 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 attached hereto as EXHIBIT C. The Concept Plan shall clearly identify:
 1. Any proposed changes in boundaries of the Property; and
 2. A preliminary rendering or other illustration of scale of proposed structures and buildings.
- B. Construction Documents. Prior to March 1, 2026, 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 March 1, 2026, Developer shall submit a "Development Budget", prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than eleven million dollars (\$11,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project; provided, however, such fees shall be included as Qualified Expenditures.
 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 March 1, 2026, 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 March 1, 2026, 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 March 1, 2026, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified 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 August 1, 2026. Construction shall be completed no later than December 31, 2027. 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. Within a reasonable amount of time after the City or RDA submit a request in writing to Developer, Developer shall provide to the City and/or RDA written reports and information on the following items:
 - 1. During the period before the commencement of construction, Developer shall provide information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement.
 - 2. Upon request of the City and/or RDA, Developer shall submit progress reports during the course of construction.
 - 3. Upon request of the City and/or 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 shall be submitted in a digital file format acceptable to the City and/or RDA. At the City and/or RDA's request, Developer shall provide requested documents printed 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. Developer 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.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

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

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

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 Sections 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.

- 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.
- F. Infrastructure Development Agreement. Developer shall execute a mutually-agreed upon infrastructure development agreement (the "Infrastructure Development Agreement") with the City and the City's Department of Public Works (DPW). The Infrastructure Development Agreement shall outline the respective obligations of the City and the Developer regarding the design, construction, and dedication of the Public Improvements described in Section III.B.2. The Infrastructure Development Agreement shall permit the Developer to retain a qualified engineering consultant to design the Public Improvements, subject to customary review and approval by DPW. It shall also permit the Developer to engage a licensed and qualified contractor to construct the Public Improvements, with all work subject to reasonable inspection and approval by DPW prior to acceptance and dedication.

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.
- C. Infrastructure Development Agreement. City shall execute the Infrastructure Development Agreement with the Developer and the DPW.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. Developer represents and warrants to the City and RDA as follows:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.

B. City and RDA each represent and warrant to Developer as follows:

1. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by the City and the RDA hereunder have been duly authorized by all necessary action of the City and RDA and constitute valid and binding obligations of the City and RDA.
2. No Litigation. Neither the City nor RDA has received no written notice of any litigation or proceeding pending or threatened against or affecting City, RDA or the Property that would adversely affect the Project, the City, the RDA, or the priority or enforceability of this Agreement, or the ability of the City or RDA to perform their obligations under this Agreement.
3. No Conflict. The execution, delivery, and performance of the obligations of the City and RDA pursuant to this Agreement will not violate or conflict with any material agreement by which the City and RDA are bound, nor will the execution, delivery, or performance of obligations of the City and RDA pursuant to this Agreement violate or conflict with any law applicable to the City or RDA.

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 (unless otherwise agreed to in writing by the Parties);

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 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. 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;
 2. Specific Performance. Sue for specific performance;
 3. Sue for Damages. Sue for all damages caused by the Event of Default;
 4. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 5. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 6. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
 7. Termination. If all other reasonable courses of action and remedies available to the City have been exercised and no timely resolution is obtained, the City may terminate this Agreement without further notice to Developer.
- C. City/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 its 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, as specifically set forth in Section IX.B.8., above; 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 August 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
 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: Broadway Realty, LLC
 Attention: David Cuene
 P.O. Box 6115
 De Pere , WI 54115
 e-mail: david.cuene@broadwayrentalcars.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
 Attn: Attorney James M. Ledvina
 231 South Adams Street
 Green Bay, WI 54301
 e-mail: jml@lcojlaw.com

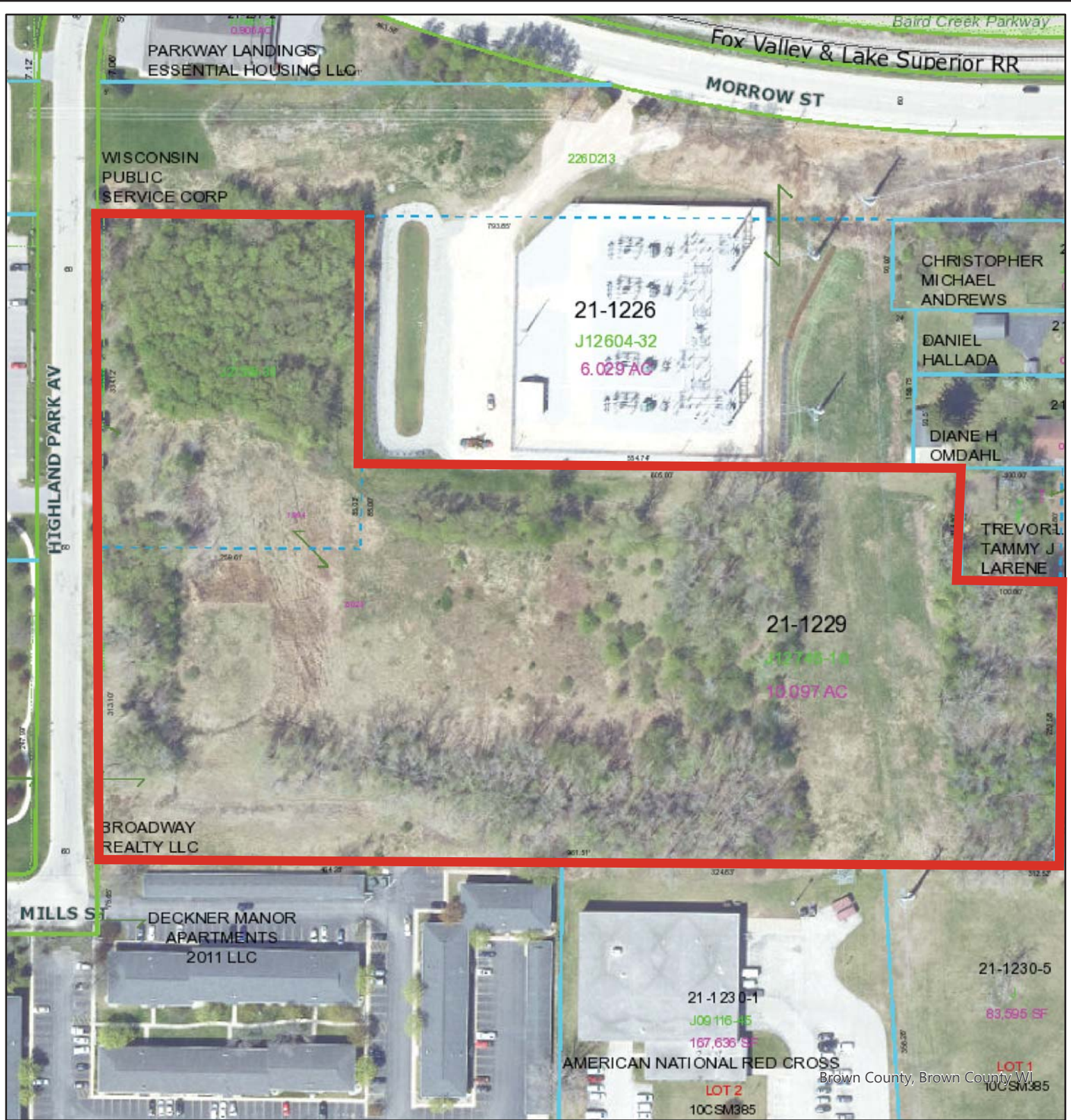
The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this Section.

- 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. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- 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. Developer 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.

[Signature pages follow]

EXHIBIT A
Property Map



Legend

1:2,257

City of Green Bay

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.

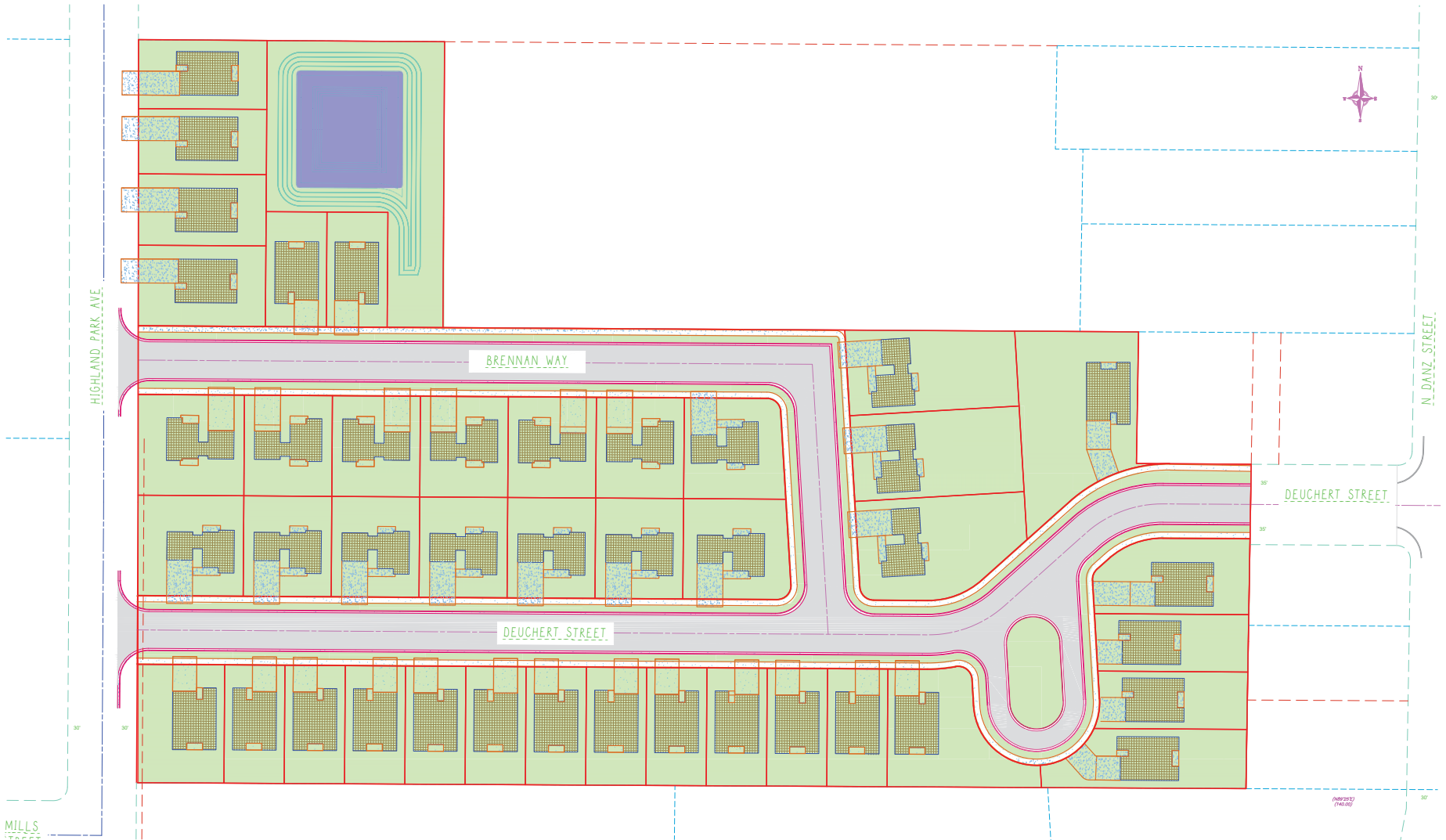
Date Printed: 18 Jun 2025

EXHIBIT B
Legal Description

10.097 AC M/L PART OF SE1/4 SE1/4 SEC 32 T24N R21E DESC IN J12746-16 & J21559-38 & PRT VAC
ST IN 1829061 & 2853529 & 2857162

EXHIBIT C
Preliminary Concept Plan

THE PINES



Date 04/15/2025, Drafted by JRW, DWG # X2103

BROADWAY REALTY LLC
DEUCHERT ST, CITY OF GREEN BAY
Parcel# 21-1229

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

vierbicher
planners | engineers | advisors



THE PINES COTTAGES



Date 04/15/2025, Drafted by JRW, DWG # X2103

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THE PINES COTTAGES



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Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 19, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # D.2

Consideration with possible action on Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), 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

MOWGS LLC ("Developer") intends to complete a Project which includes the rehabilitation of a former fire station building and conversion into a multi-tenant commercial building. The exterior of the existing structure is to remain intact. The first floor of the structure will be converted to support commercial uses, which shall be limited to retail, establishments serving food and/or beverages (such as a coffee shop or restaurant), or other commercial uses expressly approved in writing by the Redevelopment Authority. The second floor of the structure will be converted into office space.

The City currently owns the Property, commonly known as Fire Station One, and has approved an Option to Purchase. This option was later assigned to the Developer with the City's approval. The approval and execution of this Development Agreement authorizes the sale of the property to the Developer.

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

- Remediates environmental contamination and/or enhances the physical landscape
- Rehabilitates structures with high-performance designs, systems, and finishes
- Creates a significantly higher per-acre property value than adjacent properties and the City average
- Generates property taxes greater than the cost of providing infrastructure and services
- Improves structures for individuals of all ages and abilities
- Is located in places easy to reach on foot, bicycle, or transit,
- Expands our range of commercial real estate products
- Creates and/or enhance unique public spaces, amenities, and art
- Respects the historical nature of the building in future planning

As of January 1, 2025, the Property has an aggregate assessed value of zero dollars (\$0.00) which, based on the assessed tax rates in effect as of January 1, 2025, the Property yields:

- Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$19.92);

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

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately one million dollars (\$1,000,000.00), which is anticipated to yield approximately:

- Nineteen thousand nine hundred twenty dollars (\$19,920.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Eight thousand one hundred twenty dollars (\$8,120) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within the proposed Tax Increment District Thirty One (“TID 31” or the “TID”), which will provide part of the financing for certain costs of the Project.

Staff also request the Development Director be authorized to approve a collateral assignment of the Development Agreement, should one be requested by the Developer.

RECOMMENDATION

To approve Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), and authority for the Director to approve a collateral assignment, subject to legal review.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- Sale of Property for \$1.00, pursuant to the terms of the Option to Purchase which was previously assigned to the Developer with the City’s written consent
- PAYGo TIF Reimbursement - 85% of the Available Tax Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the lesser of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

- I. RDA Draft DA - Fire Station One 20250618



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-05

501 S. Washington Street

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 MOWGS L.L.C., 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>
15-169	501 S. Washington Street	0.327	\$0.00

B. The parcels listed above, shall be referred to as the “Property.” The Property comprises approximately three hundred and twenty-seven thousandths (0.327) of one acre of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which is to include rehabilitation of a former fire station building and conversion into a multi-tenant commercial building. The exterior of the existing structure is to remain intact. The first floor of the structure will be converted to support commercial uses, which shall be limited to retail, establishments serving food and/or beverages (such as a coffee shop or restaurant), or other commercial uses expressly approved in writing by the Redevelopment Authority. The second floor of the structure will be converted into office space. 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 zero dollars (\$0.00) which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$19.92);
2. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately one million dollars (\$1,000,000.00), which is anticipated to yield approximately:

1. Nineteen thousand nine hundred twenty dollars (\$19,920.00) in total real estate taxes annually (assessed mill rate of \$19.92);

2. Eight thousand one hundred twenty dollars (\$8,120) 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. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective tax year January 1, 2025, which includes the Property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that 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 zero dollars (\$0.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means MOWGS L.L.C., or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

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

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - 1. Property Transfer. The City and/or RDA shall convey 501 S. Washington Street (Tax Parcel 15-169) to the Developer, pursuant to the approved Option to Purchase, through the following process:
 - a) The City and/or RDA shall convey Tax Parcel 15-169, excluding all City right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via special warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one hundred three thousand two hundred dollars (\$103,200.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to eight hundred thousand dollars (\$800,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to eight hundred thousand dollars (\$800,000.00) prior to January 1, 2027, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
 - 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to eight hundred thousand dollars (\$800,000.00) on or before January 1, 2027.
 - 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, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty-five (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 the lesser of two million two hundred fifty thousand dollars (\$2,250,000.00) 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 October 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 Development 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 improvements to existing structures and buildings on the Property.
- B. Phasing of the Project. The Project shall be completed in two (2) distinct phases as follows:
1. Phase 1 shall include:
 - a) Second Floor Office Conversion: The rehabilitation and conversion of the second floor of the structure into office space. All improvements necessary to obtain a certificate of occupancy for office use from the City of Green Bay shall be completed no later than December 31, 2026.
 - b) First Floor White Box Preparation: The rehabilitation of the first floor to a "white box" condition. For the purposes of this Agreement, "white box" shall mean a commercial space that is sufficiently finished to be marketable to prospective tenants and suitable for interior tenant improvements. This includes, but is not limited to: installation of a finished floor slab; code-compliant utilities (HVAC, plumbing, and electrical systems) extended to the space; demising walls; adequate lighting; and any required life safety improvements. White box improvements shall be completed no later than December 31, 2025.
 - c) Tenant Recruitment: The Developer shall actively coordinate with the City's Economic Development staff on the marketing and recruitment of a future commercial tenant or tenants for the first-floor commercial space.
 2. Phase 2 shall include:
 - a) First Floor Commercial Build-Out: The full build-out of the first-floor commercial space suitable for occupancy by a commercial tenant. This includes any additional interior improvements necessary to meet the tenant's needs and to obtain all required occupancy permits from the City. Phase 2 shall be completed no later than December 31, 2026.

- C. Construction Documents. 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. Construction documents for first floor white box preparation shall be submitted prior to October 1, 2025. Construction documents for second floor office conversion shall be submitted prior to March 1, 2026. Construction documents for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. 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.
- D. Development Budget. Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. A development budget for first floor white box preparation shall be submitted prior to October 1, 2025. A budget for second floor office conversion shall be submitted prior to March 1, 2026. A budget for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. The Development Budget shall include:
1. Not less than one million dollars (\$1,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. 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.
- E. 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. In the event the RDA fails to respond to the Developer's request for approval within 30 days from its receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions, such document(s) shall be deemed denied.

- F. 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.
- G. Proof of Equity. Developer shall have in place and shall provide the City and RDA 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. Proof of equity for first floor white box preparation shall be submitted prior to October 1, 2025. Proof of equity for second floor office conversion shall be submitted prior to March 1, 2026. Proof of equity for first floor Phase 2 improvements shall be submitted prior to August 1, 2026.
- H. Proof of Financing. Proof of financing for first floor white box preparation shall be submitted prior to October 1, 2025. Proof of financing for second floor office conversion shall be submitted prior to March 1, 2026. Proof of financing for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. 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.
- I. Acquisition of Property. By no later than October 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.
- J. 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.

- K. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds, if necessary.
- L. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- M. 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 a certificate of occupancy for all areas of the building 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.
- N. 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.
- O. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- P. 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.
- Q. 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.

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

S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the construction, 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, to the extent such Hazardous Materials were not in existence on the Property prior to the City's transfer of such Property to the Developer.

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

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

U. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys’ fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter “Losses”), directly or indirectly, to the extent 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 by Developer 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.
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.
- C. Transfer of Property. The City shall transfer the Property to the Developer pursuant to the terms of that Option to Purchase which was assigned to Developer with the City's written consent. Closing on the transfer of the Property shall occur no later than thirty (30) days following the execution of this Agreement.

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 receipt of notice from the City or RDA;
 - 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. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

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 September 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: MOWGS LLC
 Attention: Daniel Wickman
 335 N. Washington Street
 Green Bay, WI 54301
 e-mail: daniel@hhagency.com

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

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

warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 2 of 3

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

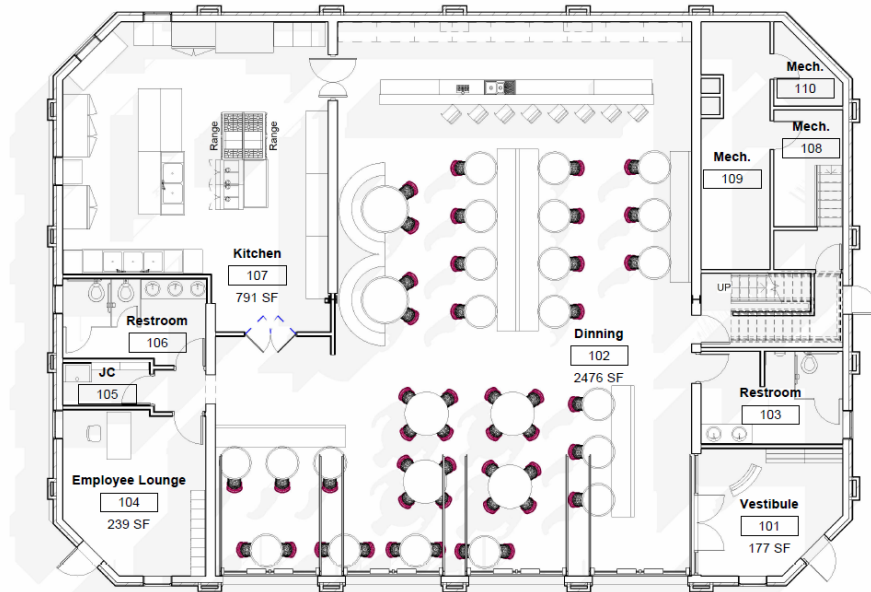
*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT B
Legal Description

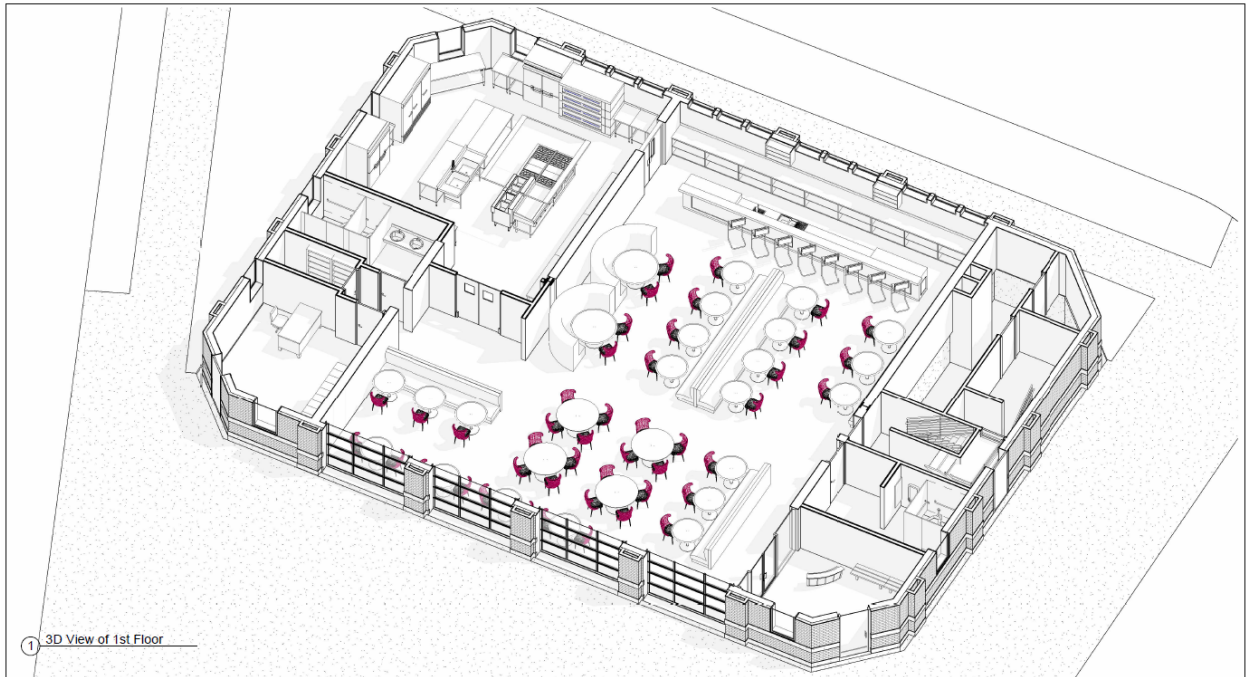
**14,284 SQ FT PLAT OF ASTOR A TRIANGULAR PIECE OF LAND WITHOUT
DESIGNATION ON MAP RECORDED 1869 REGISTER OF DEEDS OFFICE BOUNDED
ON E BY ADAMS ST; N BY CHICAGO ST & W BY WASHINGTON ST - SEE CHARTER
& ORDINANCE 1911 PAGE 124 CONSOLIDATED ORDINANCES SECTION 56 CITY
OF GREEN BAY**

EXHIBIT C Preliminary Concept Plan



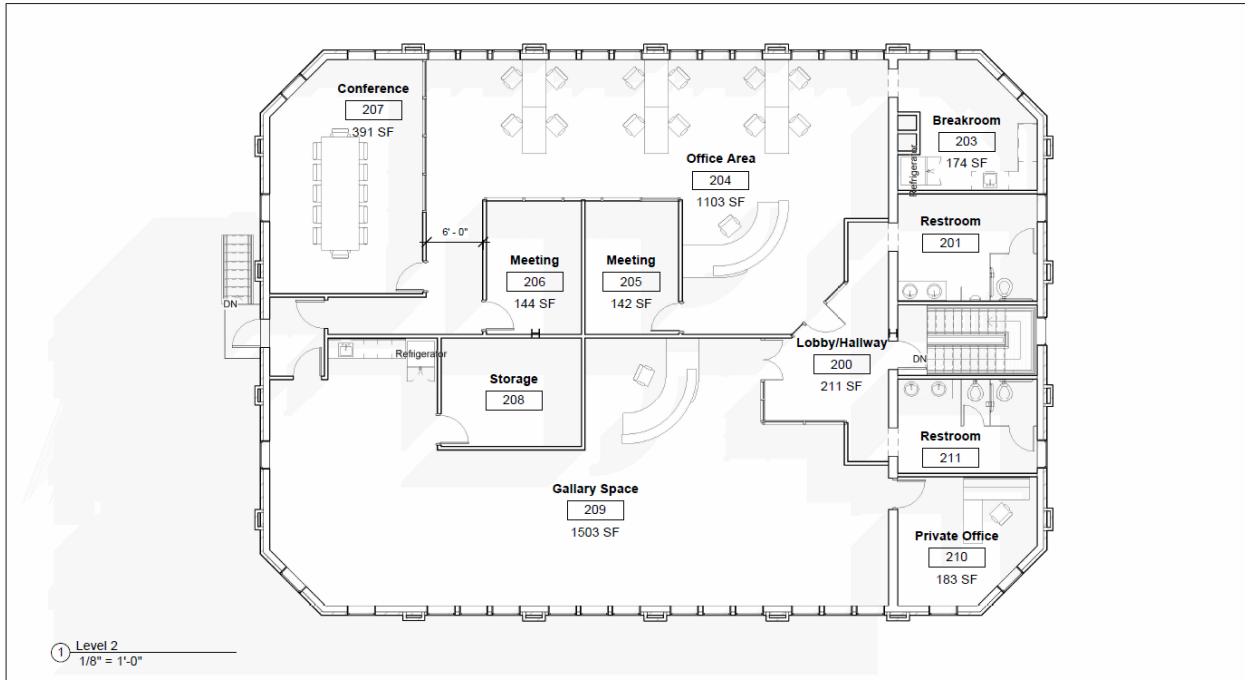
① Level 1
1/8" = 1'-0"

	Fire Station No. 1 501 S Washington	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	Description	Date										Restaurant Concept - 1st Floor Project number 501 S Washington Date 01/03/2024 Drawn by K.B. Checked by Checker A1.1
No.	Description	Date													

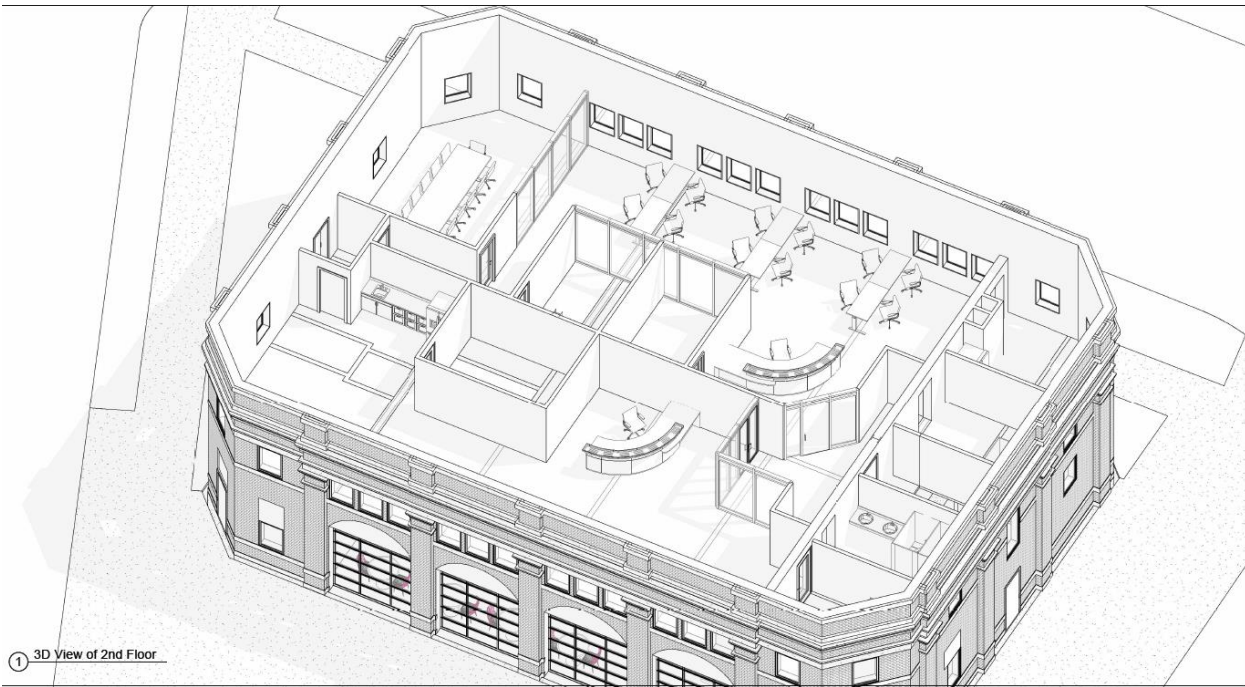


① 3D View of 1st Floor

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # D.3

Consideration with possible action to authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for projects costs that are not eligible for grant reimbursement.

BACKGROUND

The City's Department of Public Works has released a public bidding opportunity for demolition and environmental remediation work at Redevelopment Authority-owned properties located at 400–420 S. Broadway. Commonly referred to as the former Badger Sheet Metal site, these properties are planned for redevelopment into a mixed-use project that will include affordable multi-family housing, a new fire station, fire department administration offices, a community room, and ground-floor commercial space. The site plan also includes a green infrastructure corridor and a pedestrian connection to enhance connectivity between Seymour Park and the Shipyard.

To prepare the site for redevelopment, the City and Redevelopment Authority must first complete demolition of existing structures and remediate environmental contamination. A general scope of work (Analysis of Brownfield Cleanup Alternatives) has been attached. The bid closing date for the initial cleanup work is scheduled for June 24, 2025. In order to begin work at the earliest practicable date following bid closure, staff is requesting pre-authorization to award the contract to the lowest responsive and responsible bidder.

The Redevelopment Authority has secured a \$1,000,000 Brownfields Cleanup Grant from the U.S. Environmental Protection Agency (EPA) to support the demolition and remediation activities. However, some project costs may exceed the EPA grant or fall outside eligible uses. Therefore, staff is also requesting authorization to allocate up to \$250,000 from Tax Increment District #22 (Shipyard TID) to cover any additional, non-grant-eligible expenses.

RECOMMENDATION

Approval to authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for project costs that are not eligible for grant reimbursement.

FISCAL IMPACT

The project will be funded by the RDA's \$1,000,000 Brownfields Cleanup Grant from the US EPA. The grant was awarded specifically for the cleanup of the former Badger Sheet Metal site, and does not require a local cost-share contribution. Staff is also requesting authorization to allocate up to \$250,000 from Tax Increment District #22 (Shipyard TID) to cover any additional, non-grant-eligible expenses.

ATTACHMENTS

I. ABCA for Badger Sheet Metal

Analysis of Brownfield Cleanup Alternatives

Former Badger Sheet Metal Site
Green Bay, Wisconsin
420 South Broadway and 419 S Maple Avenue

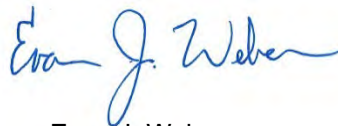
BRRTS ID: 02-05-584381 (Open ERP)
03-05-001367 (Closed LUST)

ACRES ID: 236196

Project/File:193709295

Prepared by:

Stantec Consulting Services Inc.
1165 Scheuring Road
De Pere, WI 54115



Evan J. Weber
Environmental Scientist



Lynelle P. Caine
Sr. Brownfields Project Manager



Stu Gross, PG
Sr. Brownfields Project Manager



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- Appendix A Proposed Property Redevelopment Plans



Certifications
Analysis Of Brownfield Cleanup Alternatives
Former Badger Sheet Metal Site
Green Bay, Wisconsin


"I, Stuart J. Gross, hereby certify that I am a hydrogeologist as that term is defined in s. NR 712.03 (1), Wis. Adm. Code, am registered in accordance with the requirements of ch. GHSS 2, Wis. Adm. Code, or licensed in accordance with the requirements of ch. GHSS 3, Wis. Adm. Code, and that, to the best of my knowledge, all of the information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wisconsin Administrative Code (WAC)."



Stu J. Gross, PG No. 1201-13
June 11, 2025
Date



"I, Hiedi A. Waller, PE, hereby certify that I am a registered professional engineer in the State of Wisconsin, registered in accordance with the requirements of ch. A-E4, Wis. Adm. Code; that this document has been prepared in accordance with the Rules of Professional Conduct in ch. A-E8, Wis. Adm. Code; and that, to the best of my knowledge, all information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wis. Adm. Code."



Hiedi A. Waller, PE
June 11, 2025
Date



Analysis of Brownfield Cleanup Alternatives
General Information

General Information

Facility: Former Badger Sheet Metal Site Green Bay, Wisconsin

Parcel IDs 3-569 and 2-947

Size: 4.51-acres

USEPA ACRES ID: 236196

WDNR BRRTS NO.: Badger Sheet Metal Inc - 03-05-001367 (Closed LUST)
Badger Sheet Metal Inc (Former) – LGU – 02-05-584381 (Open ERP)

Property Location: SW 1/4 of the NW 1/4 of Section 36, Township 24 North, Range 20 East, Brown County, Wisconsin

Property Owner: Redevelopment Authority of the City of Green Bay
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Contact: Mr. Matthew Buchanan
Economic Development Specialist
City of Green Bay
100 North Jefferson Street Green Bay, WI
54301 Phone: (920) 448-3396
Email: Matthew.buchanan@greenbaywi.gov

Consultant: Stantec Consulting Services Inc.
1165 Scheuring Road
De Pere, Wisconsin 54115

Contact: Lynelle Caine
Sr. Brownfields Project Manager Phone: (920) 655-7211
Email: Lynelle.caine@stantec.com

WDNR Oversight: Wisconsin Department of Natural Resources
2984 Shawano Avenue, Green Bay, Wisconsin
54313

Contact: Mr. Keld Lauridsen Hydrogeologist
Phone: (920) 510-8294
Email: keld.lauridsen@wisconsin.gov



Executive Summary

Stantec Consulting Services Inc. (Stantec) completed this Analysis of Brownfields Cleanup Alternatives (ABCA) on behalf of the City of Green Bay (hereinafter referred to as the City) and the Redevelopment Authority (RDA) of the City of Green Bay for the redevelopment of two parcels situated at 420 South Broadway and 419 South Maple Avenue in the City of Green Bay, Wisconsin (herein referred to as the “the Property”). The parcels make up what is known as the former Badger Sheet Metal redevelopment site, which is bound by Arndt Street to the north, South Broadway to the east, South Maple Avenue to the west, and Wisconsin Central Limited railroad tracks to the south. This ABCA was prepared utilizing the framework provided in ch. NR 722 Wisconsin Administrative Code (WAC) (NR 722) for a Remedial Action Options Report (RAOR).

The Property, depicted on **Figure 1**, is situated within the City and is currently zoned for mixed-use allowing both commercial and residential use. In total, the Property occupies approximately 4.5-acres west of the Fox River between South Broadway to the East, Arndt Street north, South Maple Avenue West, and Wisconsin Central Limited Railroad tracks to the south. The parcel at 419 South Maple Avenue (Parcel #2-947), accounts for roughly 2.3-acres of the Property and contains one single-story building totaling approximately 5,000 square feet. The parcel at 420 South Broadway (Parcel #3-569) totals approximately 2.2-acres and is occupied by four interconnected single-story buildings totaling approximately 39,000 square feet. All structures are connected and designed primarily as metal sided warehouses. The layout of the Property parcels and buildings of the Site are depicted on **Figure 2**. The United States Environmental Protection Agency (U.S. EPA) Assessment, Cleanup and Redevelopment Exchange System (ACRES) identification number associated with this Property is 236196.

As documented in previous environmental assessments conducted by Stantec between 2018 and 2022, residual soil and groundwater impacts associated with prior commercial/industrial use and placement of historic fill are present and will complicate redevelopment, as summarized below.

Soil - Soil contaminants, primarily polynuclear aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals, are widespread across the Property at concentrations in excess of residual contaminant levels (RCLs) based on protection of groundwater and direct contact exposure. Multiple volatile organic compounds (VOCs) including benzene and perchloroethylene (PCE) were identified within soil on the approximate southern half of the Property exceeding respective ch. NR 720 WAC (NR 720) groundwater pathway RCLs. Benzene in one boring (B15) exceeded the non- industrial direct contact RCL. While no individual detections of polychlorinated bi-phenyl (PCB) compounds exceeded regulatory thresholds, two samples exceeded the groundwater pathway RCL for total PCBs.

Groundwater - Groundwater sampling results indicate that soil containing RCRA metals, PAHs, and PCBs in excess of RCLs based on groundwater protection are not having a significant adverse impact on groundwater quality. Arsenic was the only metal detected exceeding the ch. NR 140 WAC (NR 140) enforcement standard (ES) at one sampled location. Various PAHs have been identified in groundwater from three wells exceeding the NR 140 ESs but are relatively stable or decreasing. Petroleum volatile organic compounds (PVOCs) identified in groundwater are limited to two wells (TW15 & TW16) near a



Analysis of Brownfield Cleanup Alternatives

Executive Summary

former automotive maintenance shop and appear to be decreasing. To support case closure of the open Bureau of Remediation and Redevelopment Tracking System (BRRTS) case associated with the Property, a minimum of two additional rounds of groundwater monitoring from select wells for PAHs, arsenic, and/or PVOCs will likely be needed to document that contaminant concentrations in groundwater are stable or decreasing.

Vapor - The current use of the buildings was first evaluated to determine the potential exposure risk. It is our understanding that the existing buildings are primarily used for storage with minimal day-to-day occupancy. Given the extremely limited occupancy of the other buildings, vapor intrusion does not currently appear to pose a concern.

Vapor intrusion concerns will be further addressed as part of the planned future use of the Property due to soil and/or groundwater with residual VOC impacts onsite which may extend beneath areas of proposed redevelopment. Depending on final reuse plans and building alignments, residual VOC impacts could pose a threat to indoor air quality due to vapor intrusion.

Asbestos, Lead-Based Paint, and Restricted Waste – Assessment activities identified asbestos containing materials (ACMs), lead based paint (LBP), and regulated waste (RW) at multiple locations throughout the property buildings at 420 South Broadway and 419 South Maple Avenue. The identified waste will require abatement or proper handling and disposal prior to building demolition.

Remedial action activities are warranted to facilitate redevelopment at the Property. Based on the evaluation described herein, the selected remedial approach proposed to be funded under the FY2023 USEPA Brownfield Cleanup Grant includes:

- Demolition of buildings 3 and 4 depicted on **Figure 10** including abatement of asbestos containing materials and/or lead based paint, to allow for further assessment (as needed) and remediation of underlying impacted soil and/or groundwater;
- Excavation and landfill disposal of petroleum impacted soil;
- Excavation of impacted soil to construct the proposed greenway and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events;
- Onsite management and/or landfill disposal of RCRA metal, PAH, and/or VOC impacted soils excavated during greenway construction. Note all VOC impacted soil would need to be managed through off-site landfill disposal; and
- Installation of imported soil and/or impermeable surface (i.e. asphalt, concrete and/or pavers) caps associated with greenway construction.

Additional remedial activities which will not utilize potential FY2023 USEPA Brownfield Cleanup Grant funds and therefore not evaluated in this ABCA are likely to include:

- Demolition of buildings 1 and 2 at 402 and 420 South Broadway including abatement of asbestos containing materials and/or lead based paint;



Analysis of Brownfield Cleanup Alternatives

Executive Summary

- Excavation, reuse, and/or disposal of impacted materials to facilitate the proposed private mixed-use development north of the greenway;
- Installation of engineered caps consisting of imported soil or impermeable surfaces (i.e., turf, asphalt, concrete and/or buildings) as a part of the proposed private mixed-use development north of the greenway;
- Installation of clay plugs in new utility trenches to minimize preferred contaminant migration pathways;
- Installation of building control technologies (BCTs) in newly constructed buildings north of the greenway;
- Post-construction sub-slab vapor sampling in newly constructed buildings north of the greenway;
- Groundwater monitoring as needed following soil excavation; and
- Establishing additional institutional controls/continuing obligations and maintenance plans to provide for long-term operation of BCTs.



Acronyms / Abbreviations

ABCA	Analysis of Brownfields Cleanup Alternatives
ACM	Asbestos Containing Materials
ACRES	Assessment, Cleanup and Redevelopment Exchange System
BCT	Building Control Technologies
BRRTS	Bureau of Remediation and Redevelopment Tracking System
ES	Enforcement Standard
fbg	feet below grade
GCG	General Capital Group
LBP	Lead Based Paint
LGU	Local Governmental Unit
MM	Million
MMP	Material Management Plan
PAH	Polynuclear Aromatic Hydrocarbons
PCB	Polychlorinated Bi-Phenyl
PCE	Perchloroethylene
PVOC	Petroleum Volatile Organic Compounds
RAOR	Remedial Action Options Report
RCL	Residual Contaminant Levels
RCRA	Resource Conservation and Recovery Act
RDA	Redevelopment Authority
RW	Regulated Waste
U.S. EPA	United States Environmental Protection Agency
VOC	volatile Organic Compounds
WAC	Wisconsin Administrative Code
WDNR	Wisconsin Department of Natural Resources



1 Background Information

Stantec completed this ABCA on behalf of the City and the RDA for the Property utilizing the framework provided in NR 722 for a RAOR. The Property consists of all portions of three contiguous parcels of land owned by the RDA totaling approximately 4.51 acres in a former commercial and industrial portion of the City. The location of the Property is illustrated on **Figure 1** and in further detail on **Figure 2**. The table below summarizes the parcel identification numbers and addresses which compose the Property. The table also corresponds the Wisconsin Department of Natural Resources (WDNR) BRRTS case numbers and existing USEPA ACRES identification number associated with the combined parcel.

420 South Broadway	419 South Maple Avenue
Parcel #3-569	Parcel #2-947
BRRTS ID: 03-05-001367 (Closed LUST) BRRTS ID: 02-05-584381 (Open ERP)	BRRTS ID: 02-05-584381 (Open ERP)
ACRES ID: 236196	

The redevelopment will compliment work already occurring within the City’s Downtown South Broadway corridor which includes the Shipyard Redevelopment Site, a 12.5-acre vacant former industrial coal yard being developed for mix-use redevelopment and public greenspace along the Fox River. The Shipyard is currently under construction utilizing awarded USEPA cleanup grant funds to aid project completion.

1.1 Historic Property Use/Occupancy

From at least 1883 to 1907, the Property was primarily occupied by multiple residential homes with a former slough running through a substantial portion of the Property connecting to the Fox River to the east. The slough was filled sometime between 1907 and 1936 after which the southern portion of the Property was used for industrial purposes including a small tin shop, multiple warehouses, and at least four railroad spurs. During this time, the remainder of the Property was occupied by Badger Sheet Metal Works which included large warehouses and shops until approximately 2010. The Property buildings were later sectioned off and rented out to multiple small industrial and commercial business tenants including two automotive repair shops, a crane company, and a photo advertising business.

Current Ownership and Use of the Former Badger Sheet Metal Site

A Phase I ESA which describes the Property was completed by Stantec per the All-Appropriate Inquiries rule detailed in 40 CFR §312.21 utilizing ASTM E1527-13 on behalf of the current owner on February 26, 2018. A Phase II ESA of the Property was then completed by Stantec on June 8, 2018. Following the due diligence, the RDA acquired the Property on August 19, 2018, for the purpose of blight elimination and subsequently received a Local Governmental Unit (LGU) Environmental Liability Exemption from WDNR per ch. 292.11(9) WAC under WDNR BRRTS Case Number 02-05-584381.



Analysis of Brownfield Cleanup Alternatives

1 Background Information

Since taking ownership, the RDA has maintained compliance with the LGU exemption required continuing obligations and no records have been identified indicating the RDA is considered potentially liable or known to be affiliated with any other person that is potentially liable for contamination at the Property. The proposed redevelopment for the Property is provided in **Appendix A** and includes mixed commercial/residential and greenspace reuse.

1.2 Environmental Site Investigations

2018 Phase I ESA - Stantec completed a Phase I ESA at the Property during February 2018 (Stantec, 2018a) and identified the following recognized environmental conditions in connection with the Property:

- The historic use of the Property for sheet metal manufacturing, warehousing, automotive repair, and painting;
- The historic transfer and storage of bulk petroleum products on the Property associated with the sheet metal manufacturing facilities;
- Potential undocumented contamination from a release of paint and solvents during a 2016 fire on the Property;
- The historic presence of rail-road spurs on the Property and use of a railway immediately adjacent to the Property; and
- The presence of fill from an unknown source at the Property. Fill is well documented in this part of the City and has been found to contain PAHs and metals. Additional investigation is warranted to evaluate if potential industrial fill has impacted soil and groundwater at the Site.

Full findings and opinions of the Phase I ESA can be found in the assessment report dated February 26, 2018.

Phase II ESA and Site Investigations - Stantec completed multiple Site assessments/investigations at the Property using funds from two hazardous substance and petroleum brownfield assessment grants awarded to the City by the USEPA in FY2017 under Cooperative Agreement Number BF 00E02279-0 and in FY2019 under Cooperative Agreement Number BF 00E02715-0. Soil and groundwater sample locations performed at the Property are illustrated on **Figure 3** and **Figure 4**, respectively. Results from the Stantec 2018 through 2022 assessments are summarized below and impacts delineated on **Figures 5 - 9**.

Soil - Data collected during the SI and previous assessment activities indicates that soil contaminants, primarily PAHs and RCRA metals, are widespread across the Property at concentrations in excess of NR 720 RCLs based on protection of groundwater and direct contact exposure. Multiple VOCs including benzene and PCE were identified within soil on the approximate southern half of the Property where the green way is proposed to be constructed which exceed respective NR 720 groundwater pathway RCLs. Benzene in one boring (B15) exceeded the non-industrial direct contact RCL and is associated with a release of petroleum products identified at the Property. While no individual detections of PCB compounds exceeded regulatory thresholds, two samples exceeded the groundwater pathway RCL for total PCBs.



Analysis of Brownfield Cleanup Alternatives

1 Background Information

The greatest impact to soil quality is the sitewide historic fill containing elevated levels of PAHs and various RCRA metals including arsenic and lead. Due to the large quantity of historic fill materials present across the Property, historic fill will require proper management and/or reuse onsite. Sitewide engineered barriers/caps will need to be constructed to prevent direct contact with residual soil impacts. The engineered barriers will be maintained with a continuing obligation/institutional control.

VOC impacts to soil appear attributable to a historic release of petroleum on the southeastern portion of the Property and sporadic locations likely associated with historic fill. Based on future development plans, VOC impacted soil will require excavation and disposal to prevent the potential for vapor intrusion and soil acting as a continuing source of groundwater contamination. Sporadic detections of VOCs detected on the southern part of the Property will be excavated as a part of the green way construction to prevent contaminant migration into ground water or surface water.

Groundwater - Sampling results of the SI and previous assessments indicate that soil containing RCRA metals, PAHs, and PCBs in excess of RCLs based on groundwater protection are not having a significant adverse impact on groundwater quality. Arsenic in MW18 was the only metal detected exceeding the NR 140 ES. Various PAHs have been identified in groundwater from three wells exceeding the NR 140 ESs but are relatively stable or decreasing. Petroleum VOCs identified in groundwater are limited to two wells (TW15 & TW16) near a former automotive maintenance shop and appear to be decreasing. The estimated extent of groundwater contamination is provided on **Figure 9**.

Vapor Intrusion - The current use of the buildings was evaluated to determine the potential exposure risk. It is understood the existing buildings are primarily used for storage with minimal day to day occupancy except for the barber shop on the northeast corner of the Property. This barbershop is not considered to be a risk to vapor migration because of its distance from the areas of known VOC impacts. Given the extremely limited day to day occupancy of the other buildings, vapor intrusion does not currently appear to pose a concern. Vapor intrusion concerns will be further addressed as part of the planned future use of the Property. If soil and/or groundwater VOC impacts are not fully addressed as part of this cleanup, a BCT may be required in new public and private building construction projects.

Pre-Demolition Assessment: Asbestos, Lead-Based Paint, and Restricted Waste: A pre-demolition assessment of ACM, LBP, and RW materials at 420 South Broadway and 419 South Maple Avenue in December 2021. Per the assessment results, ACM, LBP, and RW were identified at multiple locations throughout the property buildings at the Site. The identified waste will require abatement or proper handling and disposal prior to building demolition.



2 Remedial Action Options Evaluation

2.1 Proposed Property Redevelopment

The redevelopment of the Badger Sheet Metal site is part of a larger neighborhood revitalization effort that involves the cleanup and redevelopment of several area brownfield sites, including the Shipyard and C. Reiss coal pile properties along South Broadway in the City's Downtown Broadway District. In early 2021, the City of Green Bay approved a Brownfield Redevelopment Plan for the Shipyard Corridor, including the Badger Sheet Metal property. The plan was made possible through a technical assistance grant from the USEPA, and it establishes a clear vision for the Property that includes high density housing over ground floor retail uses. The plan also envisions a greenway on the south end of the site that follows the path of a historic slough that was formerly on the property but was filled in the early 1900s. As a result, the area is prone to flooding. The greenway would incorporate green infrastructure to help alleviate flooding, while also providing a new pedestrian connection between the local Seymour Park neighborhood, the City's planned Shipyard redevelopment, and ultimately the Fox River. The City has partnered with a private developer to implement the vision with the goal of starting redevelopment in 2023.

Planned Public improvements include:

- Brownfield Remediation – Previous industrial uses impacted the Property with significant levels of soil contamination. Starting in 2025, the City intends to begin demolition of the existing building structures and remediating contamination, with the assistance of state and federal grants when possible. This work will have a notable impact on the environment and residents' quality of life. It will reduce offsite migration of contaminants via airborne dust, stormwater, and groundwater migration, directly improving residents' health conditions, especially for the neighborhood's sensitive populations that makeup a significant proportion of area population.
- Green Infrastructure Corridor – A public greenway is planned along the path of a historical slough that once present at the property. This greenway would incorporate innovative green infrastructure to help alleviate flooding issues that have frequently impacted the area. The greenway would also offer an improved pedestrian connection between the Seymour Park neighborhood to the west and the Shipyard and Fox River to the east.

Private improvements include:

- Investments in Housing – In May 2025, the City approved a Planning Option with General Capital Group (GCG) that supports the construction of a 93-unit four-story residential apartment building worth over \$25-million. The development option also leaves the door open to additional residential development on the 419 South Maple Street parcel to be completed at a later date. The development will help the community address its housing shortage by directly reducing demand on low and middle-income units in the City.
- Neighborhood Business Support – GCG's project includes ground floor commercial space along Broadway and intends to fill those spaces with established neighborhood businesses currently operating on brownfield sites.



- City Fire Station – GCG will partner with the City to develop a new state-of-the-art fire station for the neighborhood west of the Fox River. The new facility will consolidate two aging stations to provide better emergency services to the community.

2.2 Cleanup Standards and Applicable Laws

Although the City has an LGU exemption granted under ch. 292.11(9) WAC, remedial activities proposed under this ABCA will be completed per the requirements of ch. NR 700 WAC. The WDNR will provide regulatory oversight of the project, including reviewing/approving plans and reports described in Section 3 of this ABCA.

Cleanup soil quality standards are established in NR 720 and groundwater quality standards are established in NR 140. Criteria for beneficial reuse of soil/fill at the Property are established under ch. NR 718 WAC. Toxicity thresholds specified in 40 CFR 261 will be used to determine proper waste/material management. Impacted soil/fill generated during excavation will be managed per ch. NR 600 WAC and ch. NR 500 WAC.

2.3 Remedial Action Options Evaluation

Based on impacts identified to date, remedial action activities are warranted to facilitate redevelopment at the Property described in Section 2.1. An evaluation of three remedial options to be funded under the FY2023 USEPA Brownfield Cleanup Grant was conducted utilizing criteria presented in ch. NR 722.07(4) WAC and ch. NR 722.09(2m) WAC to address legacy environmental impacts to facilitate redevelopment for non- industrial purposes. Additional remedial activities not being funded under the FY2023 USEPA Brownfield Cleanup Grant (and therefore not evaluated in detail in this ABCA) are summarized in Section 3.8. As summarized on **Table 1**, the remedial options evaluated under this ABCA for FY2023 USEPA Brownfield Cleanup Grant funding include the following:

1. Natural Attenuation (no action).
2. Excavate all PVOCs impacted near the former automotive repair shop including razing two existing buildings to allow access to impacted soils; abatement/proper handling of ACMs, LBP, and RW in buildings prior to demolition; excavate all impacted soils in the proposed greenway and transport offsite for disposal at a licensed solid waste landfill; backfill with clean fill materials to final grade.
3. Excavate VOC impacted soil providing an ongoing source to groundwater contamination with off-site landfill disposal including razing two existing buildings to allow access to impacted soils; abatement/proper handling of ACMs LBP, and RW in buildings prior to demolition; limited excavation of soil with RCRA metals, PAH and/or PCB impacts with on-site management and installation of engineered caps and off-site disposal of excess material; followed by establishing institutional controls to manage residual soil and/or groundwater impacts.

In general, each remedial option is considered technically feasible; however, the short-term and long-term effectiveness of each remedial option's capability to be protective of public health, safety, or welfare or the environment, a reasonable alternative, resilient in addressing potential adverse impacts caused by extreme weather events, and the cost associated with each approach varies greatly.



Analysis of Brownfield Cleanup Alternatives

2 Remedial Action Options Evaluation

Alternative 1 - Although the cost to implement remedial Alternative 1 is the least of the three options, natural attenuation of constituents associated with residual impacts is limited. The overall magnitude, mobility, and toxicity of impacts would not decrease to background, non-detectable, or nonregulated concentrations within a reasonable timeframe. Following redevelopment, impacts would be near sensitive receptors and impacts could be mobilized during extreme weather events if not remediated. Therefore, Remedial Alternative 1 is not considered a viable approach.

Alternative 2 - Excavation and offsite disposal of impacted soils proposed in Alternative 2 will be effective in long-term elimination of the mobility, toxicity, and magnitude of residual soil impacts. However, the cost for Alternative 2 is excessive (estimated \$2.125 million [MM]). Further, Alternative 2 will require transporting a considerable volume of soil to a landfill for disposal (estimated 18,500 cubic yards) and require a similar volume of clean fill to be imported to the Property to bring the Property back to current grade. Therefore, Alternative 2 is not considered a viable option.

Alternative 3 - Under Remedial Alternative 3, approximately 9,225 cubic yards of VOC, RCRA metal, PAH and/or PCB-impacted soil will be excavated and disposed of at a licensed solid waste landfill or reused as appropriate on-site. Clean fill would then be imported to achieve the desired grade of the Property and cap the remaining contamination remaining. Capping the Site with 18 inches of clean soil and/or impermeable surface (i.e. biking/pedestrian path) will result in creating an engineered barrier suitable to prevent direct contact with residual soil impacts while mitigating the risk for potential adverse impacts caused by extreme weather events (such as mobilization of impacts during flood events). Additional groundwater monitoring and completion of the hardscape engineered barriers/caps outside of the future greenway is beyond the scope of this proposed cleanup but will likely include Property amenities (e.g., buildings, parking lots, sidewalks, etc.) to be completed directly by the developer.

Remedial Alternative 3 will cost-effectively provide long-term reduction in the mobility, toxicity, and magnitude of existing impacts. Institutional controls will provide for long-term maintenance of the engineered barrier and will prevent groundwater consumption. Remedial Alternative 3 is considered the most reasonable and cost-effective approach to facilitate proposed redevelopment. Remedial Alternative 3 is the selected remedial alternative based on its short-term and long-term effectiveness, ability to be implemented within the proposed development, restoration time frame, economic feasibility, and sustainability.



3 Selected Remedial Action Option

3.1 Selected Remedial Action Option to be Funded Under the FY2023 U.S. EPA Brownfield Cleanup Grant

The selected remedial action option to be funded under the FY2023 USEPA Brownfield Cleanup Grant includes up to five elements described below:

Raze Site Buildings – In order to access impacted soil and/or groundwater for remediation and further assessment as needed, removal of building 3 and 4 as depicted on **Figure 2** and **Figure 10** is necessary. The existing buildings are blighted and underutilized and will be demolished as part of this task. ACM, LBP, and RW will be abated as needed prior to demolition and/or properly managed during the demolition work.

Note – Buildings 1 and 2 will also be demolished as a part of the proposed redevelopment. However, the cost to demolish buildings 1 and 2 will be funded privately and not utilize USEPA awarded cleanup funds.

Excavation and Landfill Disposal of VOC impacted Soil – As part of this task, VOC impacted soil that is a continuing source of groundwater impacts will be excavated and hauled off-site for disposal at a solid waste facility. Select soil with perceived petroleum impacts may be placed on the landfill bio-pile to allow natural attenuation of residual petroleum impacts and beneficial reuse. Any VOC impacted soil identified within the footprint of the proposed greenway would be removed and transported for landfill disposal to address potential surface water impacts to restored dry/wet basin constructed within the footprint of a portion of the former slough. Prior to the start of excavation activities, representative samples of soil targeted for offsite disposal will be collected and submitted to an analytical laboratory for waste characterization. Based on the results of the sampling, one or more waste profiles will be established with a licensed solid waste landfill one for the VOC impacted soil and another for the remainder of the material. Soil to be excavated onsite is depicted on **Figure 10**.

Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps – To facilitate the construction of the greenway, surficial soil will be excavated to allow for the placement of an engineered cap (i.e., asphalt bike path/pedestrian trail and/or 18 inches of clean soil cap). Soil will also be excavated in the greenway to create a depression, mimicking the flow path of the former slough, which will serve as a means to help reduce flooding risks by providing temporary storage, improve stormwater runoff quality, and enhance the aesthetics of the greenway. It is anticipated the depression would extend east to west for the length of the property and be excavated to approximately 3-6 feet below grade (fbg) to allow the installation of a 2-foot clay liner on the base and sides. All excavated soil containing PAHs, RCRA metals, and/or PCBs would first be reused on-site and capped with an engineered barrier with excess material disposed of off-site. A Material Management Plan (MMP) will be completed and submitted to WDNR for approval for managing PAH, RCRA metal, and PCB impacted soils on-site. The MMP will describe the soils targeted for reuse on-site with an engineered barrier (e.g., quality, placement location, placement depth, etc.) and outline contingency plans for managing fluids (e.g., infiltrated groundwater,



Analysis of Brownfield Cleanup Alternatives

3 Selected Remedial Action Option

stormwater, etc.) and/or other materials encountered during construction. Soil to be excavated onsite is depicted on **Figure 10**.

Remedial Action/Post Construction Documentation Report and Establishing Institutional Controls -

A documentation report will be prepared following the excavation and offsite disposal of impacted soils and construction of the engineered barriers. Following construction of the engineered barrier, a request for closure for the greenway area will be prepared and the Site listed on the WDNR GIS Registry. The listing will serve as a continuing obligation/institutional control to restrict groundwater consumption and restrict disturbance of the engineered barrier. The GIS Registry will provide for notification of residual impacts to soil and groundwater and will include an annual engineered barrier maintenance plan.

Engineering, Remedial Design, Permitting, Program Management, and Community Outreach -

Engineering and remedial design services, procurement of necessary permits to design the greenway, permit and complete the proposed cleanup activities, onsite oversight of contractor work, and cooperative agreement/grant management (including project progress reporting to U.S. EPA), and community outreach activities will be performed.

3.2 Schedule

A proposed schedule for the implementation of Remedial Alternative 3 is presented on the table below.

Schedule for Remedial Alternative 3

Task #	Task Description	Weeks to Complete
1	Raze Site Buildings and ACM, LBP, RW Abatement/Disposal	4 - 8 Weeks, Depending on Construction Schedule
2	Excavation and Landfill Disposal of VOC Impacted Soil	6 - 8 Weeks, Depending on Construction Schedule
3	Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps	6 - 16 Weeks, Depending on Construction Schedule, and Consecutively with Task 2.
4	Remedial Action/Post Construction Report and Establishing Institutional Controls	2-4 Weeks
5	Engineering, Remedial Design, Permitting and Program Management, and Community Outreach	Duration of Remedial Alternative 3 (Anticipated to be 3-8 Months)

3.3 Estimated Cost

The FY2023 USEPA Brownfield Cleanup Grant will provide \$1M for eligible cleanup activities. Per USEPA FY2023 guidelines, the grantee is no longer required to provide a match. A preliminary estimate of the total cost for implementation of Remedial Alternative 3 (\$1M USEPA grant) is presented on the table below.



Analysis of Brownfield Cleanup Alternatives

3 Selected Remedial Action Option

Cost Estimate for Remedial Alternative 3

Item	Estimated or Assumed Value
Raze Site Buildings and ACM, LBP, RW Abatement/Disposal	\$123,200
Excavation and Landfill Disposal of VOC Impacted Soil	\$407,100
Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps	\$434,700
Remedial Action/Post Construction Report and Establishing Institutional Controls	\$15,000
Engineering, Remedial Design, Permitting and Program Management, and Community Outreach	\$93,000*
Total Remedial Cost	\$1,073,000

* Includes City Supply Costs of \$2,000 for Community Outreach and City Travel Costs of \$6,000 to attend two USEPA Brownfield Conferences

3.4 Restoration Time Frame

As described in Section 3.2, implementation of Remedial Alternative 3 is anticipated to take 5-8 months to complete, pending the construction schedule and contractor availability. Long-term maintenance may include annual inspections of the engineered barrier.

3.5 Performance Measures

Confirmation samples will be collected from the areas where VOC impacted soil is removed to document the source soil has been adequately removed. This will be completed through a combination of soil samples collected with a Geoprobe prior to completion of the excavation or samples collected from the excavation sidewalls during the proposed work. Confirmation of cap installation and cap thickness in landscaped areas will be completed. Post-construction monitoring will be performed outside the scope of this work to document the impacts on source soil removal on groundwater quality.

3.6 Treatment Residuals

No additional treatment of residuals is anticipated as part of the proposed work.

3.7 Sustainable Remedial Action Considerations

The described remedial approach relies on utilizing an engineered barrier with minimal soil excavation and on-site reuse of impacted soil where feasible. This approach minimizes transporting soil for offsite disposal in a landfill. Petroleum soils that are removed from the Property may be added to a bio-pile at the solid waste



Analysis of Brownfield Cleanup Alternatives

3 Selected Remedial Action Option

landfill to facilitate natural attenuation of residual impacts. Low sulfur diesel can be used, and a no-idle policy will reduce the carbon footprint. The south end of the Property will be restored to a greenway which includes a public pedestrian walkway/bike path and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events. The entire greenway will provide a means of green infrastructure within a highly developed area of the City.

3.8 Additional Remedial Actions

This ABCA evaluated a set of remedial actions to be funded under the FY2023 USEPA Brownfield Cleanup Grant to address residual soil and groundwater impacts at the former Badger Sheet Metal site. Additional remedial actions to be discussed in a RAP not described in this ABCA could, if required by WDNR, include:

- Demolition of the remainder of the buildings at the Site including abatement of ACM, LBP and/or RW;
- Excavation, reuse, and/or disposal of impacted materials to facilitate the proposed private mixed-use development north of the greenway;
- Installation of engineered caps consisting of imported soil or impermeable surfaces (i.e., turf, asphalt, concrete and/or buildings) as a part of the proposed private mixed-use development north of the greenway;
- Installation of clay plugs in new utility trenches to minimize preferred contaminant migration pathways;
- Installation of BCTs in newly constructed buildings north of the greenway;
- Post-construction sub-slab vapor sampling in newly constructed buildings north of the greenway;
- Groundwater monitoring as needed following soil excavation; and
- Establishing additional institutional controls/continuing obligations and maintenance plans to provide for long-term operation of BCTs.



4 References

Stantec, 2018a, Phase I Environmental Site Assessment, 402 & 420 South Broadway; 419 South Maple Avenue; Green Bay, Wisconsin, February 26, 2018.

Stantec, 2018b, Phase II Environmental Site Assessment, Badger Capital Investment Properties, 402 & 420 South Broadway; 419 South Maple Avenue, Green Bay, Wisconsin, June 8, 2018.

Stantec, 2019, 10th Street Railroad Property, Green Bay, Wisconsin, Phase I Environmental Site Assessment, March 21, 2019.

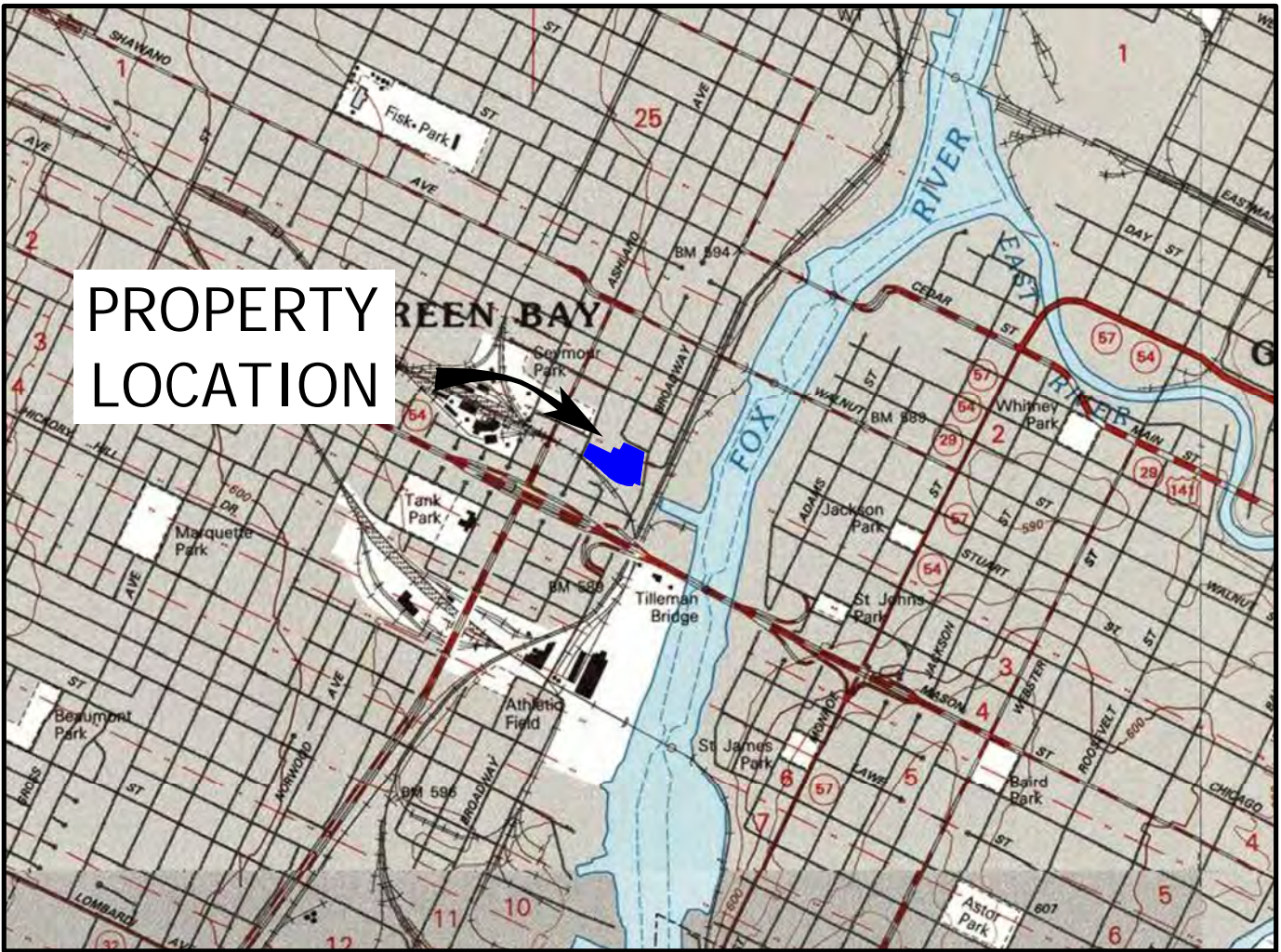
Stantec, 2021, NR716 Limited Site Investigation, Badger Sheet Metal Parcels, 420 South Broadway & 419 South Maple Avenue, Green Bay, Wisconsin, March 3, 2021.

Stantec, 2022, Site Investigation & Proposed Remedial Action Plan; Badger Sheet Metal Parcels, 402 & 420 South Broadway; 419 South Maple Avenue, Green Bay, Wisconsin, September 30, 2022.



Figures





**PROPERTY
LOCATION**

SCALE IN FEET

1" = 2000'



CONTOUR INTERVAL 10 FEET

NATIONAL GEODETIC VERTICAL DATUM OF 1929



QUADRANGLE LOCATION

BASE MAP SOURCE: USGS 7.5 MINUTE QUADRANGLE, GREEN BAY WEST, WISCONSIN, 1992 (NATIONAL GEOGRAPHIC HOLDINGS, INC.)



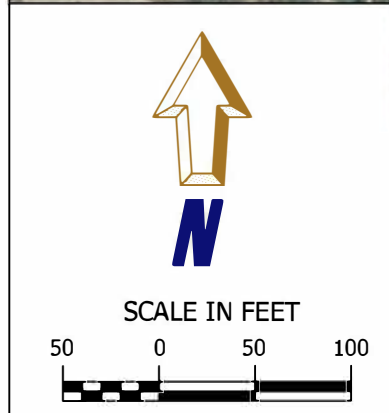
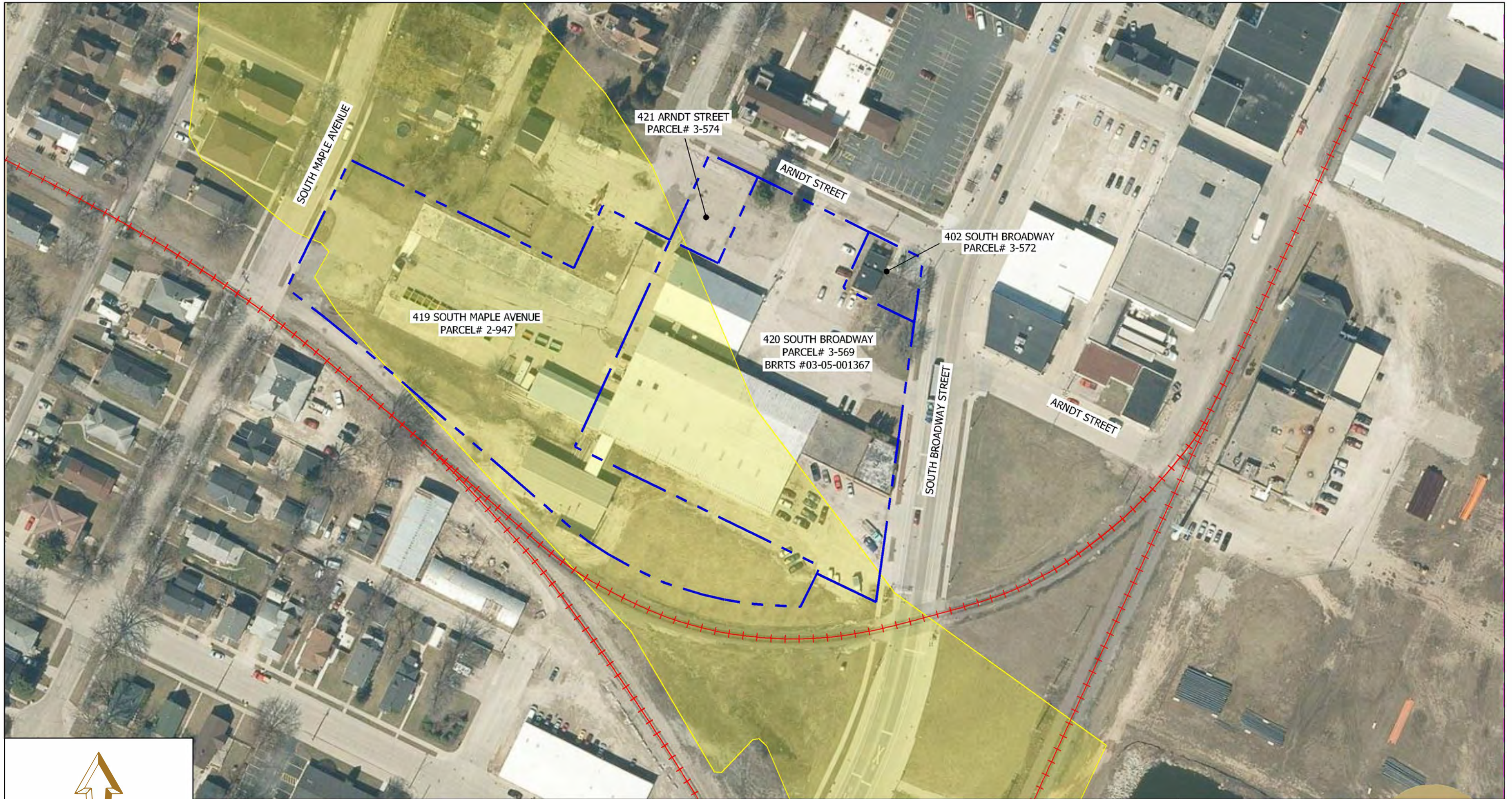
1165 Scheuring Road, De Pere, Wisconsin 54115
Phone: 920-592-8400 Fax: 920-592-8444

**PROPERTY LOCATION
& LOCAL TOPOGRAPHY**

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
GREEN BAY, WISCONSIN

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DATE: 09/26/22	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193707526	FIGURE 1
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LEGEND
 - - - - - APPROXIMATE PROPERTY LINE
 - + - + - EXISTING RAILROAD LINE
 (Yellow Shaded Area) APPROXIMATE FORMER SLOUGH

Stantec
 1165 Scheuring Road, Green Bay, Wisconsin 54115
 Phone: 920-592-8400 Fax: 920-592-8444

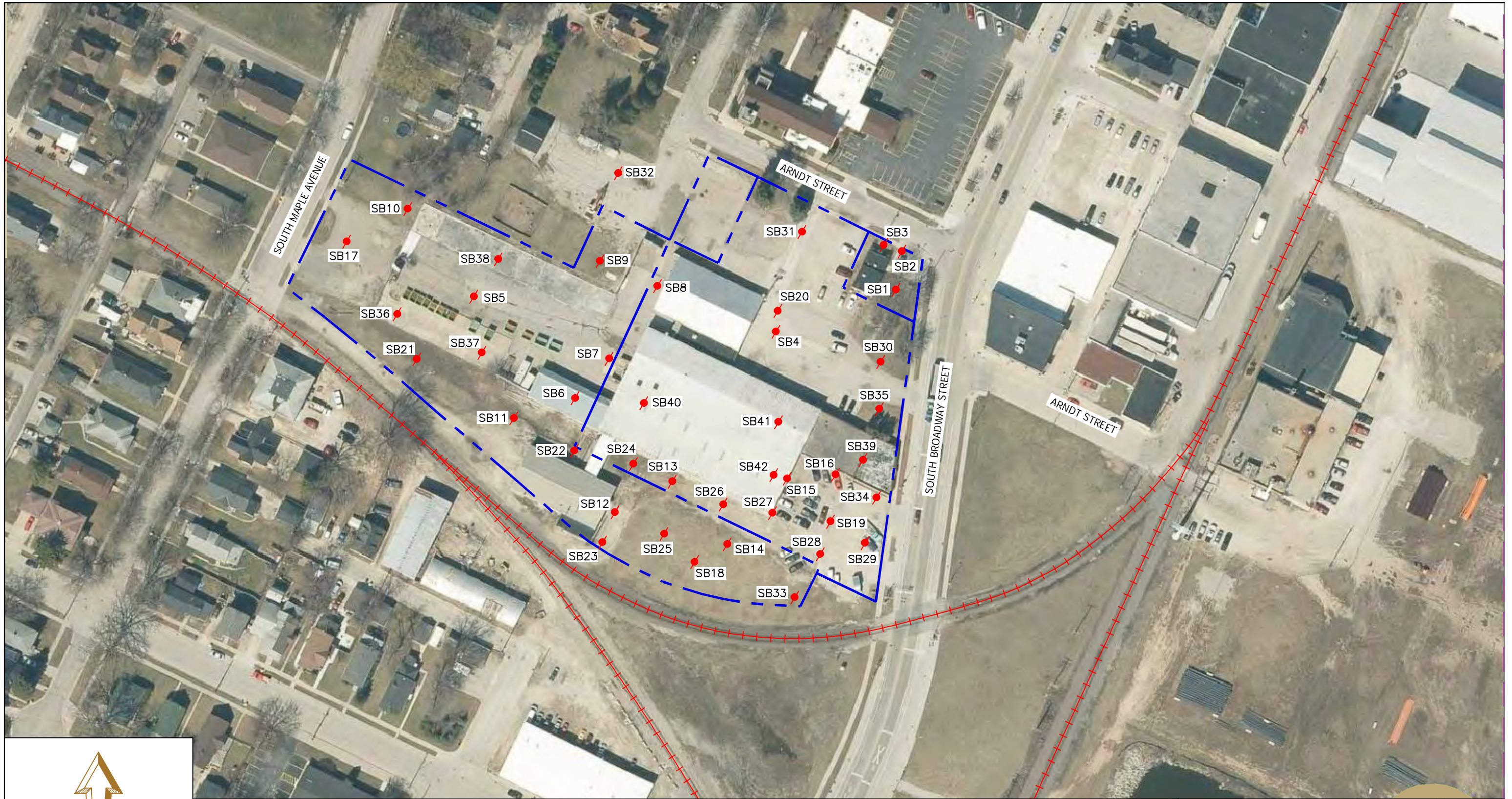
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PROPERTY LAYOUT

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN


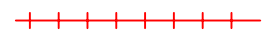

PROJECT NUMBER: 193707526 FIGURE 2



SCALE IN FEET



LEGEND

-  APPROXIMATE PROPERTY LINE
-  EXISTING RAILROAD LINE
-  SOIL BORING LOCATION



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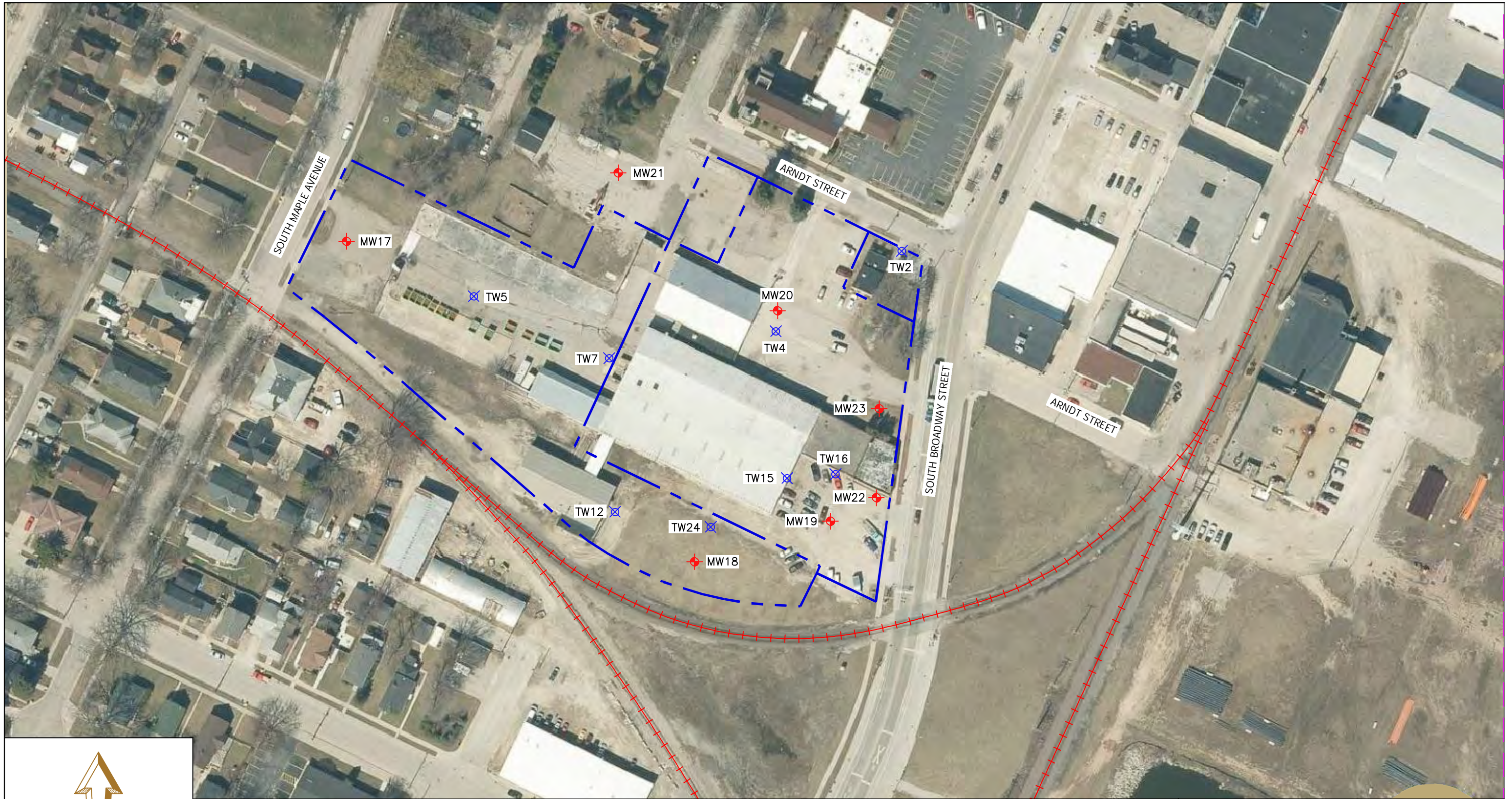
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DATE: 09/26/22 DRAWN BY: JRB PROJECT MANAGER: LPC

PROPERTY LAYOUT WITH SOIL BORING LOCATIONS

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526 FIGURE 3



SCALE IN FEET



LEGEND

- - - - - APPROXIMATE PROPERTY LINE
- + + + + + EXISTING RAILROAD LINE
- ⊗ TW2 TEMPORARY MONITORING WELL LOCATION
- ◆ MW17 MONITORING WELL LOCATION

NOTE: MW19 IS CURRENTLY MISSING/DAMAGED AND CANNOT BE LOCATED.



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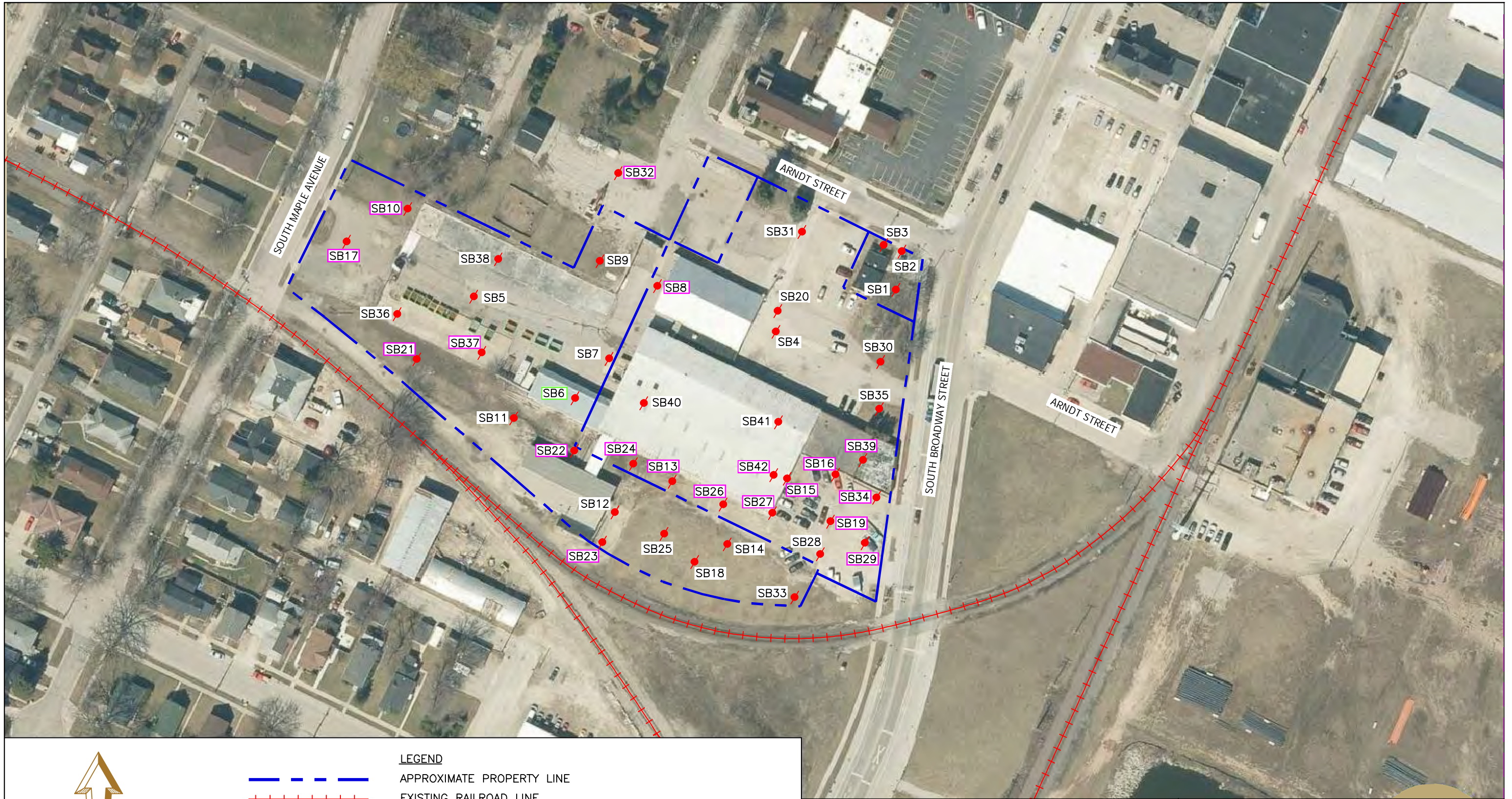
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DATE: 09/26/22 DRAWN BY: JRB PROJECT MANAGER: LPC

PROPERTY LAYOUT WITH MONITORING WELL LOCATIONS

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526 FIGURE 4



SCALE IN FEET



LEGEND



APPROXIMATE PROPERTY LINE



EXISTING RAILROAD LINE



SOIL BORING LOCATION



LOCATION EXCEEDS GROUNDWATER PATHWAY RCL FOR ONE OR MORE PAH COMPOUNDS



LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE PAH COMPOUNDS

*NOTE: PAH CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE



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DRAWN BY: JRB

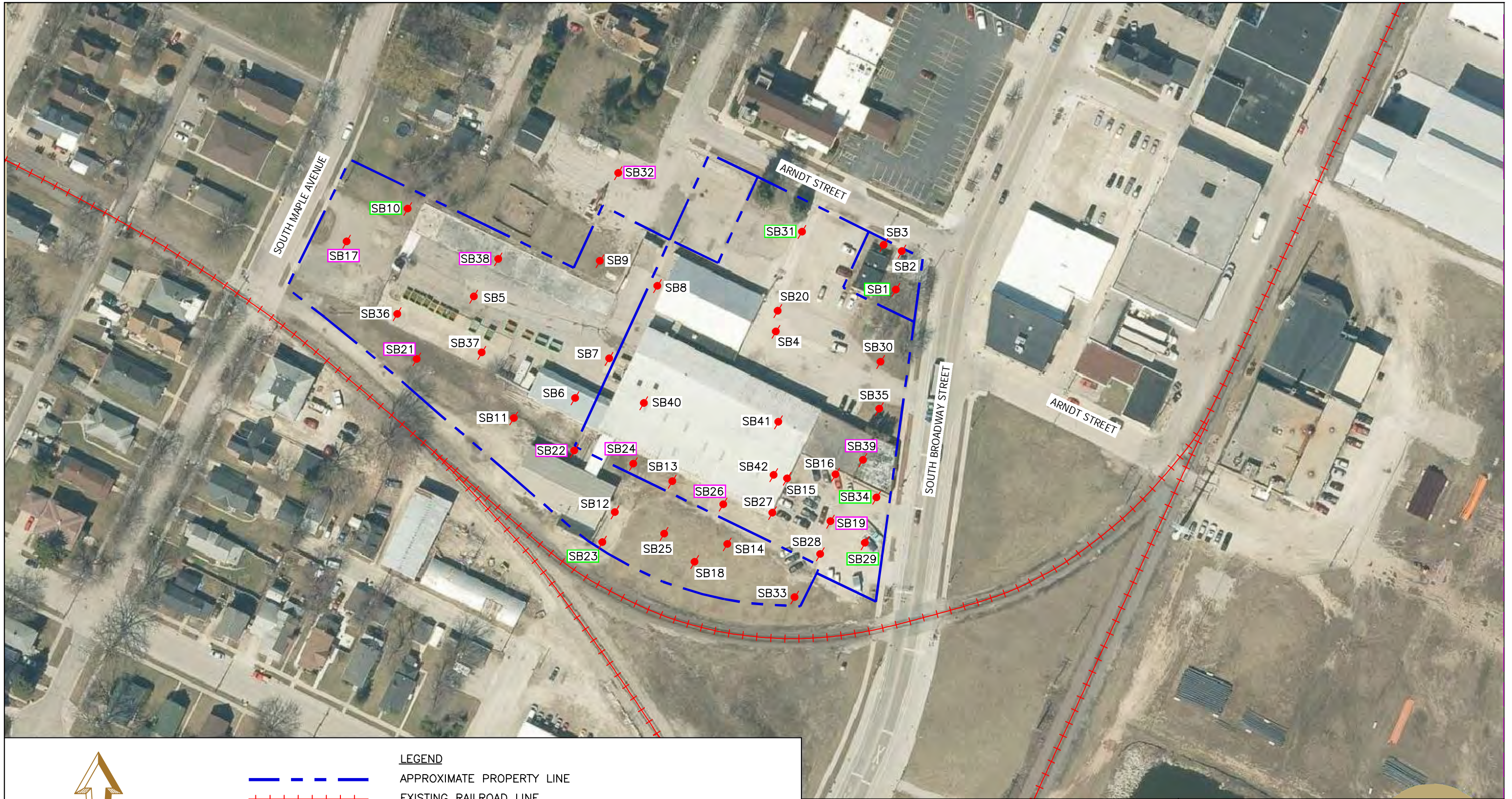
PROJECT MANAGER: LPC

ESTIMATED EXTENT OF PAH CONTAMINATION IN SOIL

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
(PARCELS #3-572, #3-569, #2-947, #3-574)
GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 5



SCALE IN FEET



LEGEND



APPROXIMATE PROPERTY LINE



EXISTING RAILROAD LINE



SOIL BORING LOCATION



LOCATION EXCEEDS BTV OR GROUNDWATER PATHWAY RCL FOR ONE OR MORE RCRA METALS



LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE RCRA METALS

*NOTE: RCRA METAL CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE



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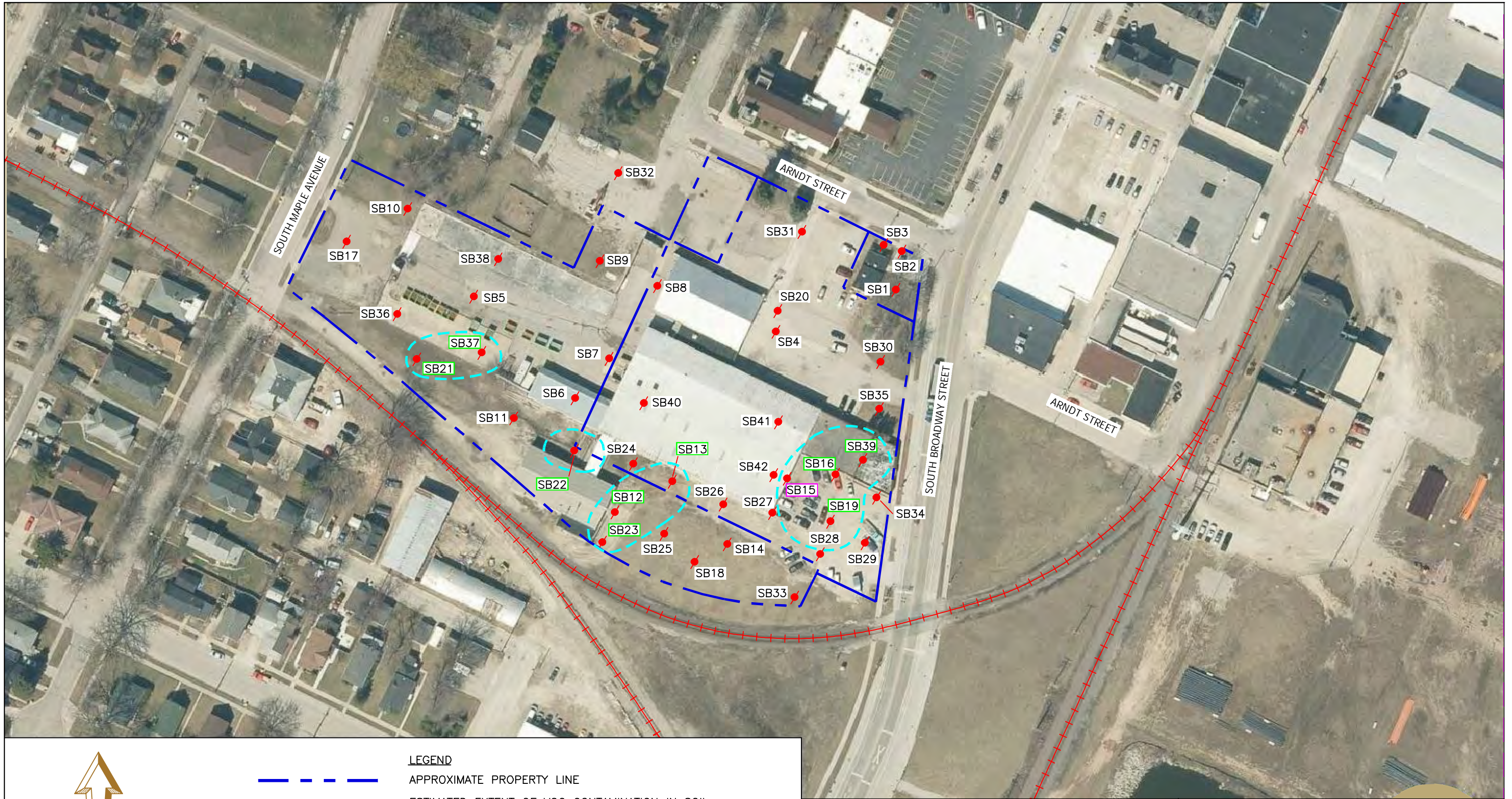
PROJECT MANAGER: LPC

ESTIMATED EXTENT OF RCRA METAL CONTAMINATION IN SOIL

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 6



SCALE IN FEET



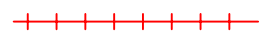
LEGEND



APPROXIMATE PROPERTY LINE



ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL



EXISTING RAILROAD LINE



SOIL BORING LOCATION



LOCATION EXCEEDS GROUNDWATER PATHWAY RCL FOR ONE OR MORE VOC COMPOUNDS



LOCATION EXCEEDS NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE VOC COMPOUNDS



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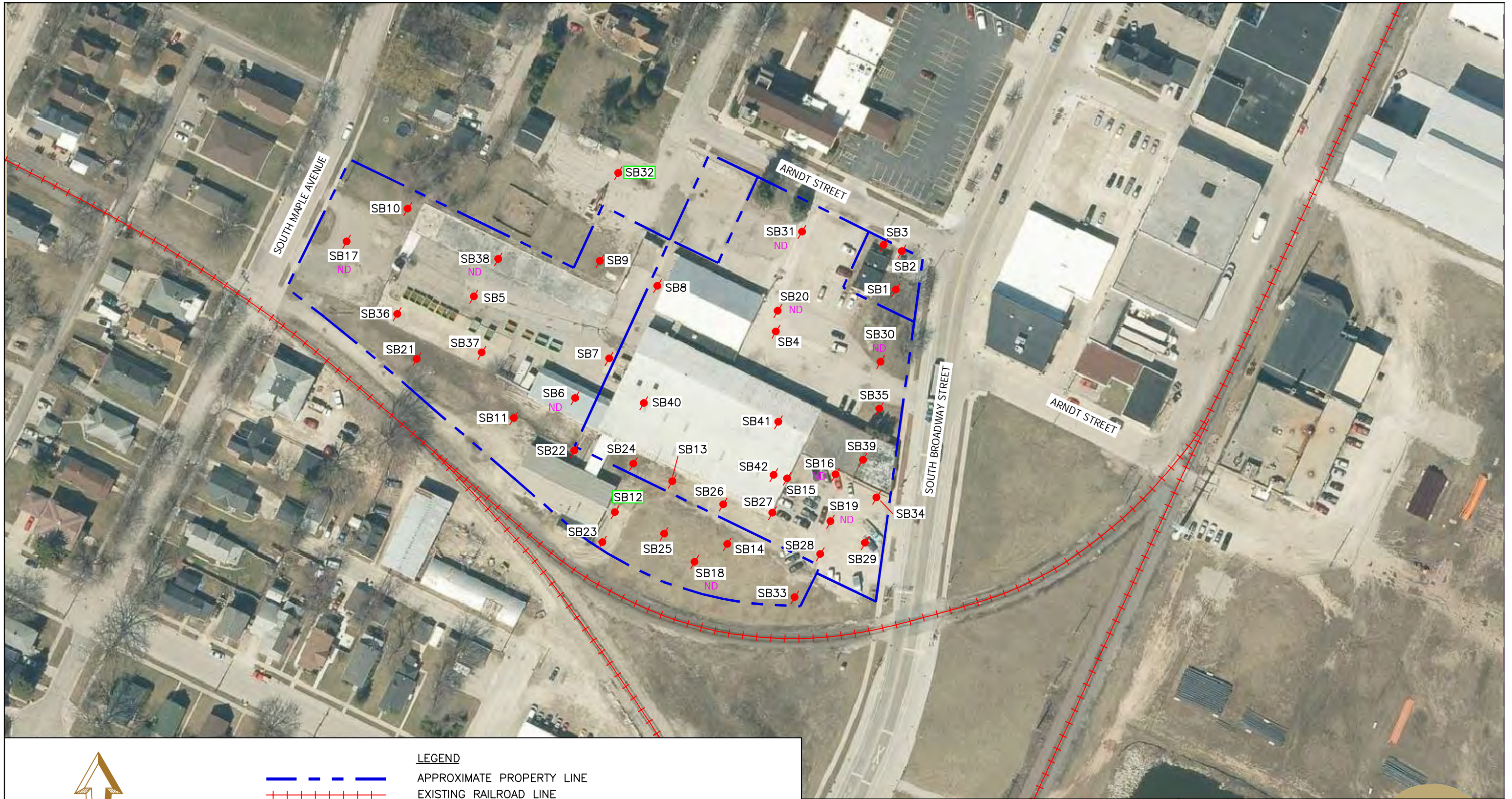
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ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526 FIGURE 7



SCALE IN FEET



LEGEND

- APPROXIMATE PROPERTY LINE
- EXISTING RAILROAD LINE
- SOIL BORING LOCATION
- LOCATION EXCEEDS GROUNDWATER PATHWAY RCL FOR TOTAL PCBs
- NO PCBs DETECTED IN SOIL SAMPLES COLLECTED FROM BORING LOCATION

*NOTE: ONLY LABELED SOIL BORING LOCATIONS SAMPLED FOR PCBs.



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 Phone: 920-592-8400 Fax: 920-592-8444

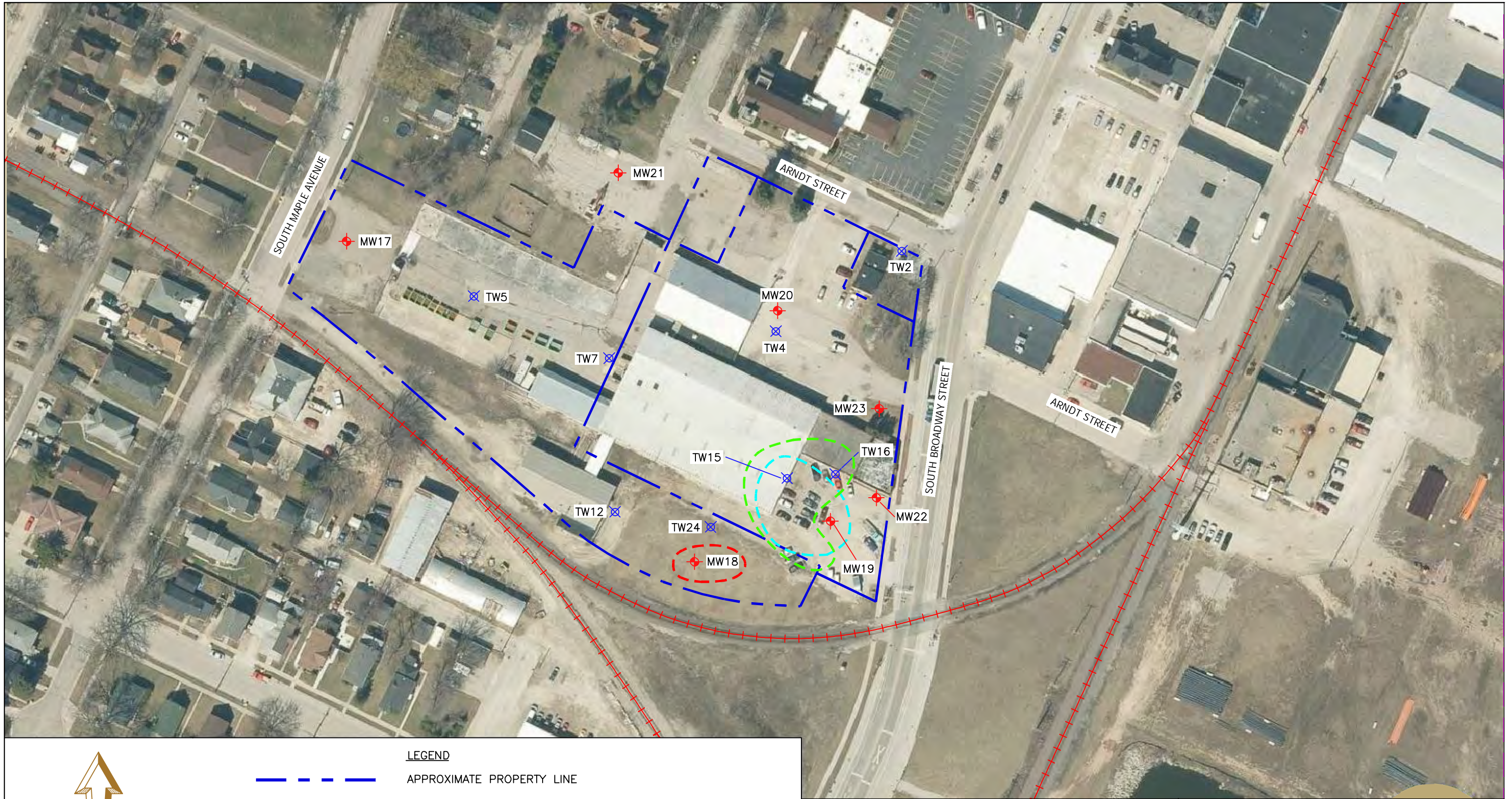
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ESTIMATED EXTENT OF PCB CONTAMINATION IN SOIL


BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526 FIGURE 8





SCALE IN FEET



LEGEND

— — — — — APPROXIMATE PROPERTY LINE

— — — — — ESTIMATED EXTENT OF VOCs IN GW EXCEEDING ES

— — — — — ESTIMATED EXTENT OF PAHs IN GW EXCEEDING ES

— — — — — ESTIMATED EXTENT OF ARSENIC IN GW EXCEEDING ES

+ + + + + EXISTING RAILROAD LINE

⊗ TW2 TEMPORARY MONITORING WELL LOCATION

◆ MW17 MONITORING WELL LOCATION



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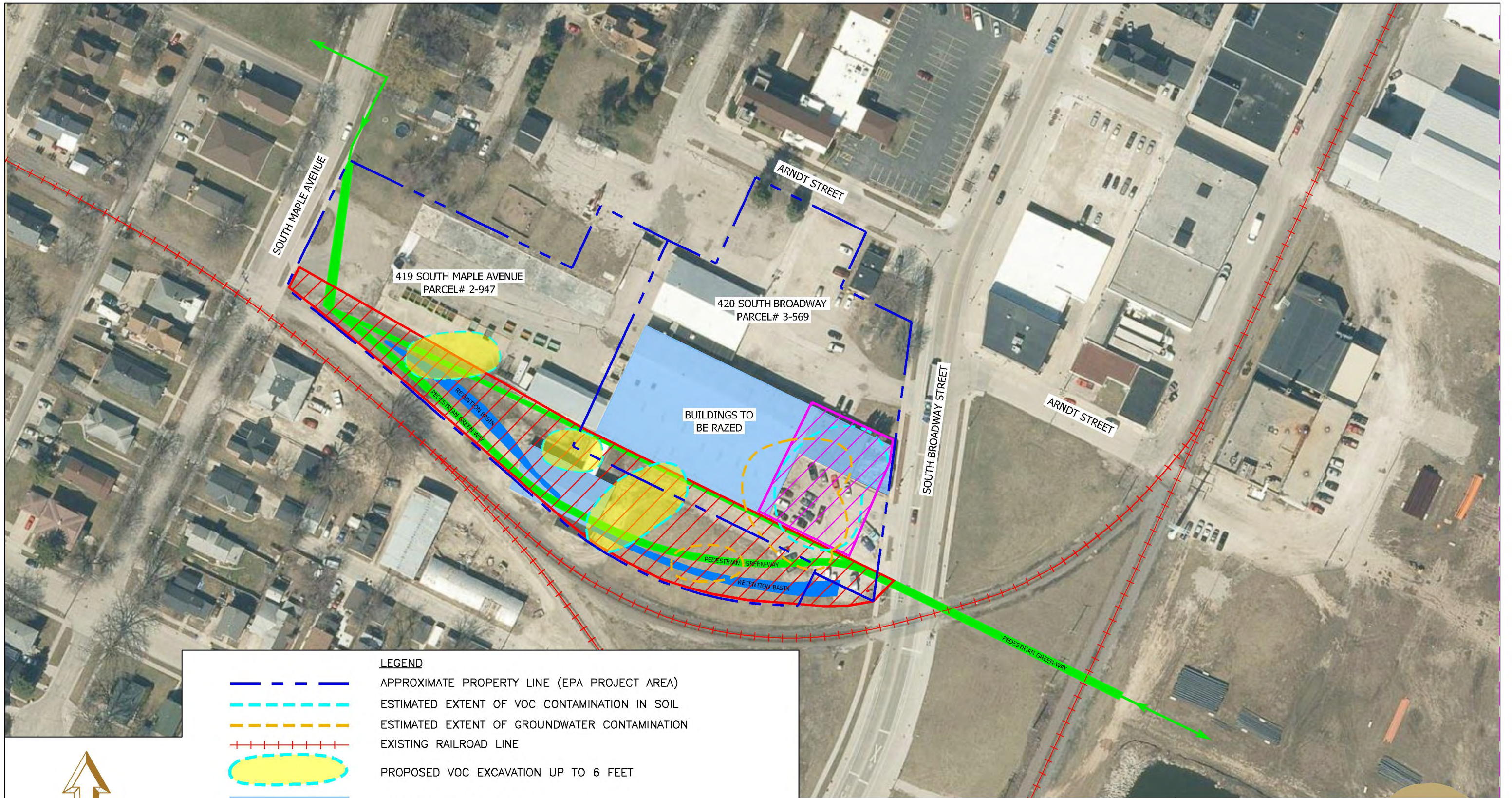
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DATE: 09/26/22	DRAWN BY: JRB	PROJECT MANAGER: LPC
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ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526	FIGURE 9
---------------------------	----------



LEGEND	
	APPROXIMATE PROPERTY LINE (EPA PROJECT AREA)
	ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL
	ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION
	EXISTING RAILROAD LINE
	PROPOSED VOC EXCAVATION UP TO 6 FEET
	BUILDINGS TO BE RAZED
	PROPOSED PETROLEUM EXCAVATION TO 10 FEET
	PROPOSED GREEN-WAY EXCAVATION TO 1.5 FEET

NOTE: RETENTION BASIN EXCAVATED TO 7 FEET DEEP AND 5 FEET WIDE AT BASE WITH A 3:1 SLOPE. ADDITIONAL MATERIAL TO BE EXCAVATED TO ALLOW FOR 2 FOOT CLAY CAP ON BASE AND SIDES.



SCALE IN FEET



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DATE: 11/08/22 DRAWN BY: JRB PROJECT MANAGER: LPC

PROPOSED CLEANUP ACTIVITIES UNDER EPA GRANT

BADGER SHEET METAL PARCELS
 420 S BRADWAY AND 419 S MAPLE AVENUE
 (PARCELS #3-569, #2-947)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526 FIGURE 10

Table



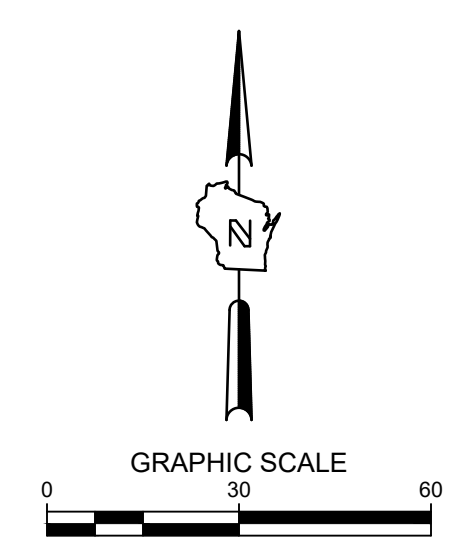
Table 1
 Analysis of Brownfields Cleanup Alternatives to be Funded Under a FY2023 USEPA Brownfield Cleanup Grant
 Former Badger Sheet Metal Site, Green Bay, Wisconsin

Remedial Action Area Description:		The target site consists of three parcels making up 4.5 acres of land that historically had a former slough running through the Site connecting to the Fox River. The slough was filled somewhere between 1907 and 1936 and the Site use continued to change over the years with multiple commercial and industrial uses including a small tin shop, multiple warehouses, railroad spurs, automotive repair, a gas station. RCRA metals, PAHs, polychlorinated biphenyl (PCB) and VOCs are present in soil/fill across the Property at concentrations greater than health-based ch. NR 720 WAC non-industrial direct contact and/or ch. NR 720 soil to groundwater residual contaminant levels (RCLs). In addition, VOC, PAHs and RCRA metals are present in groundwater at concentrations that exceed ch. NR 140 WAC groundwater enforcement standards (ES) and/or preventive action limits (PAL).											
Exposure Routes of Concern (Check Boxes As Applicable):		Soil			Groundwater		Sub-Slab Vapor		Building Materials				
		Direct Contact	Yes	Soil to Groundwater	Yes	Consumption/Surface Water	Yes	Vapor Intrusion	Possibly; VOCs detected in soil/groundwater	Lead Paint	Yes	Asbestos	Yes
		Remedial Action Options Evaluation											
Media	Remedial Alternative	Technical Feasibility - ch. NR 722.07(4)(a)						Economic Feasibility ch. NR 722.07(4)(b)		Sustainability ch. NR 722.09(2m)			
		<i>Long-Term Effectiveness</i>		<i>Short Term Effectiveness</i>		<i>Implementability</i>		<i>Restoration Time Frame</i>					
Soil and Groundwater	Alt 1 - Natural Attenuation	Natural attenuation of residual petroleum and solvent impacts to soil and groundwater is possible. However, RCRA metal and PCB impacts in soil are considered recalcitrant to natural attenuation. Therefore natural attenuation would not reduce the overall RCRA metal/PCB toxicity, mobility, and volume of impacts. Natural attenuation would not be protective of public health, safety, or welfare or the environment in the short-term or long-term time periods.				Implementation of Alt 1 is technically feasible; however, monitoring the effectiveness of the remedial action is impractical. Redevelopment potential would be impeded.		As RCRA metal and PCB constituents associated with residual impacts are considered recalcitrant, the overall magnitude, mobility, and toxicity of impacts would not decrease and Site restoration will not occur within a reasonable timeframe.		Initial and capital costs to implement Alt 1 are minimal; however, future potential costs associated with monitoring natural attenuation could be significant as constituents are recalcitrant to natural attenuation.		The carbon footprint and energy use associated with Alt 1 is considered minimal. However, Alt 1 is not considered to be protective of health/safety/env. within a reasonable timeframe.	
	Alt 2 - Excavate all PVOC impacted soils near the former automotive repair shop including razing buildings 3 and 4 (Figure 2) to allow access to impacted soils; Abatement of ACM, LBP, and RW in buildings prior to demolition; excavate all impacted soils in the proposed greenway and transport offsite for disposal at a licensed solid waste landfill; and backfill with clean fill materials to final grade.	Excavation of impacted soil/fill will provide for immediate and permanent reduction in the toxicity, mobility, and volume of contaminants and would protect public health, safety, welfare and the environment in a short-term time frame.				Alt 2 is technically feasible and technology is available for implementation. Waste disposal approval will be needed from the landfill.		The Property would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term control of residual impacts.		Source removal capital includes excavation and offsite disposal of a considerable volume of fill and backfilling the excavation to current grade with imported fill (18,500 cubic yards) plus demolition of one of the existing buildings and abatement of ACM, LBP, and RW all totaling ~\$2.125 million.		Extraordinary energy and fuel use will be incurred with offsite disposal of building materials and backfilling the excavation; however low sulfur diesel can be used and a no-idle policy will reduce the carbon footprint. Alt. 2 will maximize energy use and soil disturbance. Alternative 2 allows for maximum reuse of the Property.	
	Alt 3 - Excavate VOC impacted soil providing an ongoing source to groundwater contamination with off-site landfill disposal including razing buildings 3 and 4 (Figure 2) to allow access to impacted soils; Abatement/proper handling of ACM, LBP, and RW; limited excavation of soil with RCRA metals, PAH and/or PCB impacts with on-site management and installation of engineered caps and off-site disposal of excess material; followed by establishing institutional controls to manage residual soil and/or groundwater impacts.	Excavation and removal of soil with elevated impacts is effective in both the short and long-term time frames. Construction of a soil engineered barrier through placement of clean fill to raise the current grade to proposed final grade along the green way would provide for short-term protection of public health, safety, welfare and the environment. However, long-term effectiveness will depend on maintenance of the engineered barrier.				Alt 3 is technically feasible and technology is available for implementation.		The Property would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term control of residual impacts.		Soil containing elevated VOCs acting as a continuing source to groundwater contamination will be excavated (estimated at 4225 CY). To facilitate the construction of the greenway, surficial soil will be excavated to allow for the placement of an engineered cap (i.e., asphalt bike path/pedestrian trail and/or 18 inches of clean soil cap). Soil will also be excavated in the greenway to create a depression, mimicking the flow path of the former slough, that will serve as a means to help reduce flooding risks by providing temporary storage, improve stormwater runoff quality, and enhance the aesthetics of the greenway. It is anticipated the depression would extend east to west for the length of the property and be excavated to approximately 3-6 feet below grade (fbg) to allow the installation of a 2 foot clay liner on the base and sides. All excavated soil containing PAHs, RCRA metals, and/or PCBs would first be reused on-site (estimated to be 3000 CY) and capped with an engineered barrier with excess material disposed of off-site (estimated to be 2000 CY). This work in addition to the building demolition is estimated to be \$1,073,000.		Petroleum-impacted soil may be placed on the biopile at the solid waste landfill and later reused by the landfill. Energy and fuel use would be minimized; however, local infrastructure (roads) could be impacted during importation of soil; however low sulfur diesel can be used and a no-idle policy will reduce the carbon footprint.	

Note: Additional remedial actions to be discussed in a future RAP not described in the table above are summarized in Section 4.8 of the Stantec (2022) ABCA.

Appendix A Proposed Property Redevelopment Plans





LEGEND:

- 5" THICK CONCRETE WALK
- CONCRETE PAVEMENT
- ASPHALT SURFACE
- HEAVY-DUTY ASPHALT SURFACE
- CURB & GUTTER (ACCEPT)
- CURB & GUTTER (REJECT)

BROADWAY DEVELOPMENT - GREEN BAY
420 S BROADWAY
GREEN BAY, WI
 SITE PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE	DATE

NO. REVISION	DATE

- GENERAL NOTES:**
- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
 - VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
 - WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
 - ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, COLUMN LINES, LIGHT POLES, OR OTHER NON-CIVIL SITE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
 - DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT.
 - WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO DRIVEWAY OPENINGS, SIDEWALK AND RAMPS, PAVING, AND CURB AND GUTTER SHALL BE COMPLETED PER MUNICIPAL AND/OR COUNTY REQUIREMENTS AND STANDARDS.
 - EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

TO OBTAIN LOCATIONS OF
 ADJACENT UNDERGROUND
 UTILITIES BEFORE YOU
 DIG IN WISCONSIN

CALL DIGGERS HOTLINE
 1-800-242-8511
 TOLL FREE

WIS. STATUTE 182.07(2)(PM)
 REQUIRES MIN. 3 WORK DAYS
 NOTICE BEFORE YOU EXCAVATE
 MILW. AREA 259-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

PROJECT NO:	22821
DESIGN DATE:	---
PLOT DATE:	2025.06.09
DRAWN BY:	---
CHECKED BY:	---
APPROVED BY:	---
SHEET NO:	C100



Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Consulting Services Inc.

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 19, 2025

PREPARED BY

AGENDA ITEM # E.1

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None