



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JULY 8, 2025, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/83188044732?pwd=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 Tuesday, July 8, 2025, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the June 10 and June 19, 2025, meetings of the Redevelopment Authority.

E. Regular Business.

- I. Consideration with possible action on Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), 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 approval of \$500,000 of HOME funding to support affordable housing development for the Grand Blvd Apartments at the JBS development site
3. Consideration with possible action on an Option to execute a Ground Lease with General Capital Acquisitions, LLC for the former Badger Sheet Metal site located at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947).
4. Consideration with possible action on the approval and recommendation to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

F. Informational.

1. Financial report and check register.
2. Brownfields program update.
3. Director's report and project updates.
4. Date of next meeting: August 12, 2025.

G. Adjournment.

1. Adjournment for the Tuesday, July 8, 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

July 8, 2025

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the June 10 and June 19, 2025, meetings of the Redevelopment Authority.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

July 8, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.1

Consideration with possible action on Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), 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

Grand Boulevard Apartments, LLC, intends to develop a project that includes approximately 95 workforce housing units. The proposed multi-family units would be rented to households with incomes near 80% of the Area Median Income (AMI). The project would develop 3.05-acres of Redevelopment Authority (RDA) - owned land, which makes up a portion of the 26-acres donated by JBS Foods to the City in 2020. The undeveloped land was donated to support the creation of new workforce housing units and a destination park.

In May 2024, after releasing a Request for Proposals (RFP), the RDA selected Gorman & Company as a development partner for multi-family housing at the JBS site. Gorman & Company has since completed their due diligence, finalized their development plans, and secured funding contingent on a development agreement with the City that includes Tax Increment Financing (TIF) assistance and HOME assistance. Gorman & Company has also created a new subsidiary, Grand Boulevard Apartments, LLC, to serve as the official developer of the project.

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:

- Enhance the physical landscape
- Building new structures with high-performance designs, systems, and finishes
- Create a significantly higher per-acre property value than adjacent properties and the City average
- Generate property taxes greater than the cost of providing infrastructure and services
- Build new structures for individuals of all ages and abilities
- Is located in places easy to reach on foot, bicycle, or transit.
- Expand non-motorized transportation networks
- Expand our range of residential real estate products
- Create and/or enhance unique public spaces, amenities, and art

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

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

Upon completion of the Proposed Project, the City estimates the Property will have an aggregate assessed value of \$11,000,000.00. The Developer guarantees a minimum annual property tax payment of \$224,000.00.

The developer requests an up-front TIF loan of \$2,500,000 to be repaid by the property taxes generated by the development. The guaranteed minimum annual property tax paid shall be dependent on the final interest rate at the time of closing on the City's loan for the \$2,500,000.00 TIF incentive being provided to the developer.

This is an important first housing project for the JBS site. Staff is in favor of approval.

RECOMMENDATION

To approve Development Agreement 25-07 with Grand Boulevard Apartments LLC for the development of 0 Grand Boulevard (Tax Parcel 23-243-1), 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:

1. Property transfer - The Redevelopment Authority shall convey Tax Parcel 23-243-1) to Developer for the sum of one dollar (\$1.00). The City estimates the value of such Property to be approximately \$429,900.00.
2. TIF Loan - The City shall provide a TIF loan of up to \$2,500,000.00 to Developer for eligible site redevelopment costs. The TIF funds for the loan would be borrowed by the City through a 20-year bond or note to be repaid through tax increment generated by the new development. The Developer guarantees a minimum annual property tax to cover the debt service.

No levy dollars will be used for this project.

ATTACHMENTS

1. Draft DA 25-07 Grand Blvd Apts 20250701



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-07
GRAND BOULEVARD APARTMENTS

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 GRAND BOULEVARD APARTMENTS, LLC a Wisconsin limited liability company (“Developer”) ,
and GORMAN COMPANY, LLC, (“Guarantor”) a Wisconsin limited liability company.

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>
23-243-1	0 Grand Blvd	3.046	\$0.00

B. The parcels listed above, shall be referred to as the “Property.” The Property comprises approximately three and forty-six thousandths (3.046) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which shall consist of the construction of a three (3)-story residential structure with approximately ninety five (95) market rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

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

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

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be \$11,000,000.00, which is anticipated to yield approximately:

1. \$219,120.00 in total real estate taxes annually (assessed mill rate of \$19.92);
2. \$89,320.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Twenty-Eight (“TID 28” or the “TID”), which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will enhance the physical landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit,, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, 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 DEVELOPER NAME, 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 storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means Tax Increment District Twenty-Eight ("TID 28 or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 28 in 2024; TID 28 terminates in 2051.
- 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. Property Transfer. The City and/or RDA shall convey 0 Grand Boulevard (Tax Parcel 23-243-1) to the Developer through the following process:
 - a) The City and/or RDA shall convey Tax Parcel 23-243-1, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via 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 four hundred twenty nine thousand and nine hundred dollars (\$429,900.00), 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 eleven million dollars (\$11,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to eleven million dollars (\$11,000,000.00) prior to January 1, 2028, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
 2. TIF Funds and Personal Guarantee.
 - a) Except the Property Transfer outlined in Section III.B.1.a. above, and the TIF Funds as defined in Section III.B.2.b. below, the Developer shall obtain all necessary equity and private loan commitments that are necessary to complete the Project.
 - b) In order for this Project to occur, City shall contribute not less than \$2,500,000.00 in Tax Increment Financing assistance (“TIF Funds”) to Developer. These TIF Funds shall be borrowed by the City whether by bond or note, over a 20 year term at the lowest possible interest rate available to the City at the time of issuance (“TIF Incentive”), to be disbursed to the Developer pursuant to a TIF Disbursement Agreement, attached hereto as Exhibit D, and shall be repaid through the Available Tax Increment generated by the Property starting for the taxable year of 2027 (payable in 2028). Upon Developer’s receipt of such TIF Funds, which shall be governed by the TIF Disbursement Agreement attached hereto as Exhibit D, between the parties, Developer shall utilize the TIF Funds for the construction of the Project and for designated Qualified Expenditures and improvements as set forth in this Agreement. The City and Developer agree that the TIF Disbursement Agreement is subject to the review and approval of the lender for the Project, and the parties agree to work

together in good faith to modify the TIF Disbursement Agreement as may be reasonably required by such lender.

- c) At the time of the issuance of the TIF Funds, the City shall provide to Developer an amortization schedule showing the City's Debt Service for the TIF funds each year necessary to have repaid the TIF Funds in full over the course of the 20-year life of the City's bond or note at the City's lowest possible borrowing rate at the time.
 - d) The Guarantor guarantees the amount of property taxes to be paid with respect to the Property and Private Improvements shall not be less than \$224,000 in the aggregate in tax year 2027 and each year thereafter until and including the 2047 tax year (the "Guaranteed Annual Real Estate Tax Payment"). The guaranteed minimum annual property tax paid shall be dependent on the final interest rate at the time of closing on the City's loan for the \$2,500,000.00 TIF incentive being provided to the developer.
3. Qualified Expenditures. TIF funds 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. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess two million five hundred thousand dollars (\$2,500,000.00).
2. 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.
3. 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 presented in the Term Sheet. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed on the Property.
- B. Construction Documents. Prior to September 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to September 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than sixteen million dollars (\$16,000,000) in "hard" construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or

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

requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2025. Construction shall be completed no later than December 31, 2026. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser,

transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

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

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

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

hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

S. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

VIII. DEFAULT

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

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

cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than number (###) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year YYYY.
- 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.

100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferys@greenbaywi.gov

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: cheryl.renier-wigg@greenbayi.gov

To the Developer: Grand Boulevard Apartments, LLC
Attention: PRINCIPAL
ADDRESS
CITY, STATE, ZIP
e-mail: address@address.com

To the Guarantor: Gorman & Company, LLC
Attention: PRINCIPAL
ADDRESS
CITY, STATE, ZIP
e-mail: address@address.com

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

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

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

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

Signature page 4 of 4

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

**GUARANTOR:
Gorman & Company, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)


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

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


EXHIBIT A
Property Map




Brown County Municipalities, Brown County, Brown County WI



GREEN BAY
TOWNSHIP, WISCONSIN



1" = 188'



Feet

City of Green Bay

Legend

<p>ParcelLine</p> <ul style="list-style-type: none"> — Block boundary — Bulkhead Line — Historic Parcel Line (20under) — Hydrography — Lines between deeds or lots (20pdashed) — Lot boundary 	<ul style="list-style-type: none"> --- Meander line — Original Right of Way — PLSS line — Parcel line — Plat boundary — Private Road Right of Way — Right of Way line — Undetermined
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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.

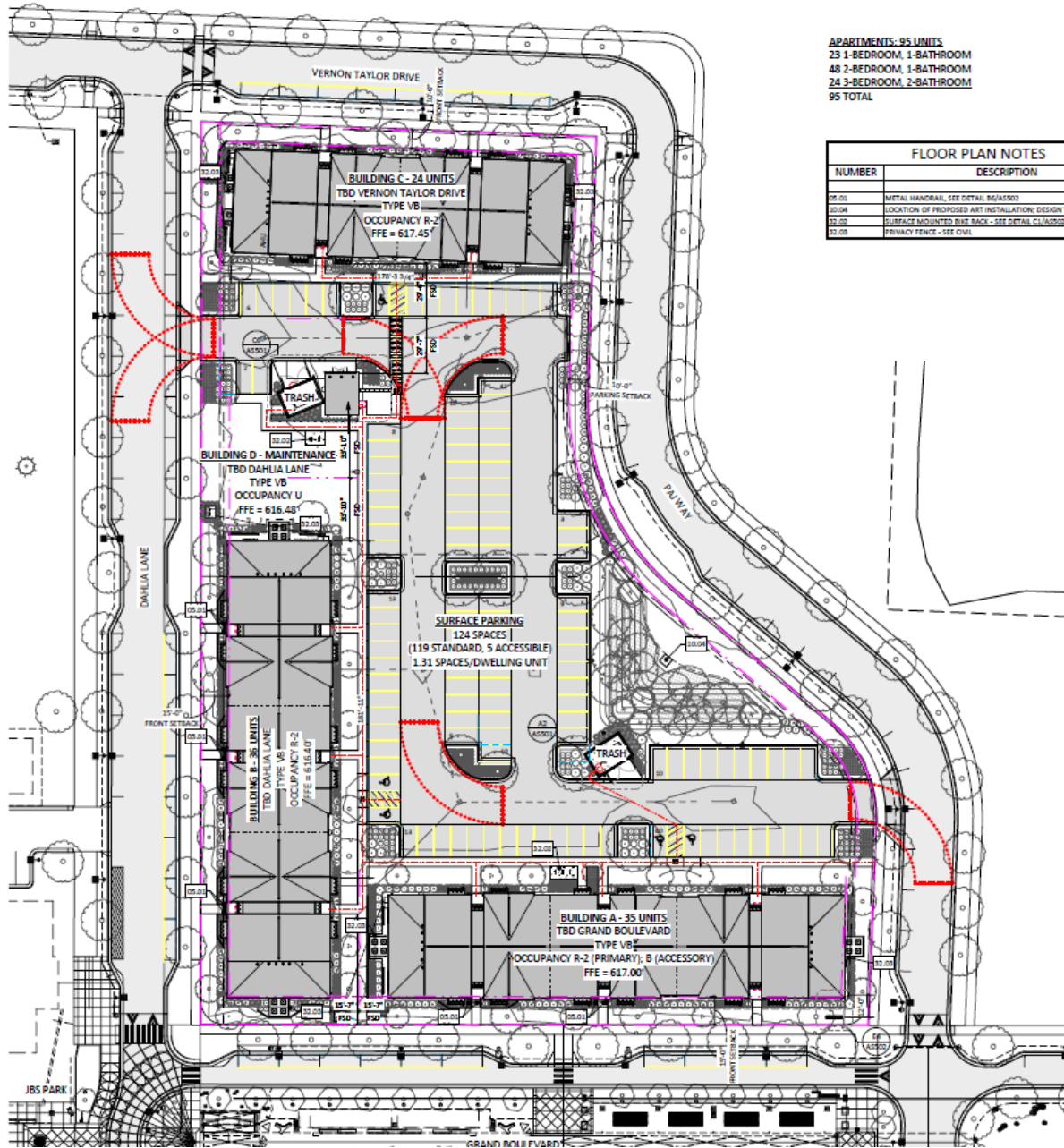
Date Printed: 01 Jul 2025

GB - GIS

EXHIBIT B
Legal Description

LOT 1 OF CSM 9773 IN 3068067 BNG PRT OF S1/2 OF PC 9 ESR & BNG PRT OF LOT 1 OF SUBD
OF PC 10 & 11 ESR

EXHIBIT C
Preliminary Concept Plan



APARTMENTS: 95 UNITS
 23 1-BEDROOM, 1-BATHROOM
 48 2-BEDROOM, 1-BATHROOM
 24 3-BEDROOM, 2-BATHROOM
 95 TOTAL

FLOOR PLAN NOTES	
NUMBER	DESCRIPTION
02.01	METAL HANDRAIL - SEE DETAIL 06A1502
03.04	LOCATION OF PROPOSED ART INSTALLATION; DESIGN TO BE SELECTED
03.02	SURFACE MOUNTED BIKE RACK - SEE DETAIL 04A2002
03.03	PERIMETER FENCE - SEE CIVIL



EXHIBIT D
Disbursement Agreement



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

July 8, 2025

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.2

Consideration with possible action on approval of \$500,000 of HOME funding to support affordable housing development for the Grand Blvd Apartments at the JBS development site

BACKGROUND

Grand Boulevard Apartments, LLC, (a subsidiary of Gorman & Company) intends to develop a project that includes approximately 95 workforce housing units. The proposed multi-family units would be rented to households with incomes near 80% of the Area Median Income (AMI). Four of the units would be rented to persons at or below 60% of median income. The project would develop 3.05-acres of Redevelopment Authority (RDA) -owned land, which makes up a portion of the 26-acres donated by JBS Foods to the City in 2020. The undeveloped land was donated to support the creation of new workforce housing units and a destination park. The developer intends to work closely with JBS along with the general public, in filling the apartments after completion.

Staff have reviewed the preliminary pro forma for the project and has determined there is a gap in the funding needed to complete the project. The \$500,000 in HOME funds will in part fill this gap along with the TIF approved as part of the development agreement. The developer is prepared to start construction in August of this year.

Staff recommends approval of the HOME funds contingent on an approved HOME application and underwriting.

RECOMMENDATION

To approve \$500,000 of HOME funding to support affordable housing development for the Grand Blvd Apartments at the JBS development site

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

July 8, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.3

Consideration with possible action on an Option to execute a Ground Lease with General Capital Acquisitions, LLC for the former Badger Sheet Metal site located at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947).

BACKGROUND

In May 2024, the Redevelopment Authority (RDA) approved the selection of General Capital Group as a development partner for the former Badger Sheet Metal site. Staff and the developer have prepared a plan for a mixed-use building with 85 affordable housing units, one commercial unit, a fire station, fire department administrative offices, and a public green infrastructure corridor with pedestrian access between Broadway and S. Maple Avenue. In May 2025, the RDA approved an offer to purchase the site, contingent on a development agreement. RDA also approved the following funding commitment letters to the developer, contingent on the future approval of a development agreement:

- Federal Emergency Rental Assistance (ERA) Program funds of up to \$3,500,000.00
- City funds for a Fire Station Loan in the amount of \$5,100,000.00

The proposal and the terms of the Development Agreement are nearly complete and are anticipated to be presented to the RDA for consideration at the August meeting.

The developer has requested an Option to a Ground Lease, which, when executed, would allow the developer to start construction prior to the land being sold. The RDA is obligated to maintain ownership of the land until closure of a brownfield cleanup grant awarded by the U.S. Environmental Protection Agency (EPA). The grant is expected to be closed in late 2025; however, the developer would like the ability to start construction at an earlier date. Therefore, this Option to a Ground Lease has been requested to allow the development to proceed at the preferred timeline.

RECOMMENDATION

To approve an Option to Ground Lease with General Capital Acquisitions, LLC for the former Badger Sheet Metal site located at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947).

FISCAL IMPACT

The option fee paid to RDA will be \$100. The option specifies the Ground Lease will require a one-time payment of Base Rent in the amount of \$1,600,000.00 that will be due and payable upon execution of the Ground Lease. The Ground Lease will be a “triple net” lease requiring Optionee to pay for all costs of redeveloping, owning and operating the Property, excluding certain costs related to the remediation of environmental conditions being performed by the City pursuant to the EPA Grant. The Ground Lease will grant Optionee the option to purchase the Property after the completion of the closeout of the EPA Grant

for a purchase price of \$1.00.

ATTACHMENTS

- I. Option to Ground Lease - Green Bay Fire Station 20250703

OPTION TO GROUND LEASE

This Option to Ground Lease (this “**Agreement**“) is entered into effective as of _____, 2025 (the “**Effective Date**”), between the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“**RDA**”) and GENERAL CAPITAL ACQUISITIONS, LLC, a Wisconsin limited liability company and/or its assignee (“**Optionee**“).

RECITALS

A. RDA owns certain real property located in Green Bay, Wisconsin commonly known as 420 S. Broadway and designated as parcel numbers 3-569 and 2-947 (the “**Overall Property**”);

B. Optionee wishes to develop and construct a mixed use affordable housing project containing 85 units of multifamily housing, a fire station and a community service facility (the “**Project**”) on the portion of the Overall Property generally depicted and described on Exhibit A attached hereto (the “**Property**”).

C. Optionee intends to apply to the Wisconsin Housing and Economic Development Authority (“**WHEDA**”) for an allocation of federal low-income housing tax credits (the “**Tax Credits**”) in connection with the Project. Optionee is required to demonstrate site control in its application to WHEDA for the Tax Credits.

D. RDA wishes to grant Optionee an option to enter into a ground lease for the Property (“**Ground Lease**”) pursuant to which Optionee will lease the Property from RDA.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and RDA hereby agree as follows:

1. Grant of Option. RDA hereby grants to Optionee the exclusive right and exclusive option to ground lease the Property from RDA (the “**Option**“) for a term of up ninety (90) years and on the following additional terms: (i) the Ground Lease will require a one-time payment of Base Rent in the amount of \$1,600,000.00 that will be due and payable upon execution of the Ground Lease; (ii) the Ground Lease will be a “triple net” lease requiring Optionee to pay for all costs of redeveloping, owning and operating the Property (other than certain costs related to the remediation of environmental conditions which are to be performed by the City of Green Bay (“**City**”) pursuant to grant from the U.S. Environmental Protection Agency (the “**EPA Grant**”) to the extent EPA Grant funds are available), (iii) the Ground Lease will grant Optionee the option to purchase the Property after the completion of the closeout of the EPA Grant for a purchase price of \$1.00; and (iv) the Ground Lease will incorporate any required terms set forth in the development agreement to be executed between Optionee, RDA and the City in connection with the Project (the “**Development Agreement**”). The RDA and Optionee shall negotiate, draft and approve the lease no later than thirty (30) days after Optionee’s exercise of the Option pursuant to Section 3 of this Agreement, the form of which must be acceptable to the lenders and investor for

the Project and legal counsel for the RDA. The Option shall extend for one (1) year, from the date of this Agreement (the “**Option Period**”), as such period may be extended by mutual agreement of the parties. The Option shall be irrevocable for the duration of the Option Period except that this Option shall terminate in the event that the Optionee does not receive a Tax Credit allocation by December 31, 2025.

2. Option Fee. Within five (5) days following the Effective Date, Optionee shall pay to RDA in good and immediately available funds the amount of One Hundred Dollars (\$100.00) (the “**Option Fee**”). If, for any reason, Optionee does not timely exercise the Option, RDA shall have the right to retain the Option Fee along with all accrued interest thereto, if any. If the Option is exercised, the Option Fee and accrued interest shall be applied as a credit against the payment of Base Rent.

3. Exercise of Option. The Option to ground lease the Property may be exercised by Optionee by giving written notice of such exercise to the RDA prior to the end of the Option Period. Upon the timely exercise of the Option by Optionee, the RDA and Optionee shall use best efforts to finalize and enter into the Ground Lease. Notwithstanding anything to the contrary in this Agreement, the obligation of RDA to enter into the Ground Lease is conditioned upon the negotiation, execution and delivery of the Development Agreement by all parties thereto and is subject to a determination the recipient of any federal funding on the desirability of the Property to the Project as a result of the completion of the environmental review in accordance with 24 CFR Part 58.

4. Notices. All notices, requests, demands, tenders and other communications under this Agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given if personally delivered or deposited in the United States Mail, United Postal Service or FedEx (or similar national carrier able to provide proof of delivery), to the address for each party set forth on the signature page of this Agreement. Any party, by written notice to the other party in the manner herein provided, may designate an address different from that stated above.

5. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflicts of laws principals.

6. Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

7. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by electronic mail, PDF or other electronic means shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the Effective Date set forth above.

OPTIONEE:

GENERAL CAPITAL ACQUISITIONS, LLC

By: _____

Name: _____

Its: _____

Address: 6938 N. Santa Monica Boulevard
 Fox Point, Wisconsin 53217

RDA:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY

By: _____

Name: _____

Its: _____

Address: _____

EXHIBIT A
THE PROPERTY

[To be inserted]



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

MEETING DATE

July 8, 2025

PREPARED BY

Will Peters

AGENDA ITEM # E.4

Consideration with possible action on the approval and recommendation to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

BACKGROUND

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs. These programs provide funds to municipalities and other units of government around the country to develop viable urban communities. This is accomplished by providing affordable, decent housing, a suitable living environment and expanding economic opportunities principally for low and moderate-income persons. Each local unit of government develops their own programs and funding priorities through a five-year Consolidated Plan required by the U.S. Department of Housing and Urban Development (HUD). This plan is approved by the City Council, who directs the RDA to implement the related programs.

Public input was received through public hearings and citizen surveys in the year leading up to the submission of the plan**. The objectives and outcomes identified in this plan are the results of needs identified by the public, local organizations and government departments.

**Note: A final public hearing to receive comment on community needs was scheduled for Thursday, July 3, 2025. Because the internal agenda publication deadline occurs prior to the final public hearing, staff may recommend changes at the July 10th RDA meeting.

2025-2029 Consolidated Plan Goals

Maintain/Support/Enhance Housing

1. Increase the number of quality affordable owner and rental housing units.
2. Incorporate universal design and energy efficiency in affordable housing projects (rental and/or owner-occupied) for the disabled and elderly.
3. Preserve existing housing (owner and/or rental) through rehabilitation programs and emergency repair programs.
4. Increase homeownership opportunities.
5. Increase the number of homeless shelters and/or transitional housing units.

Public Services

1. Increase/support homeless shelters and supportive services.
2. Increase/support mental health services.
3. Increase/support abuse services.
4. Increase/support neglected/abused children centers and services.

5. Increase/support transportation services.
6. Increase/support childcare services.
7. Increase/support youth and senior services.

Create Physical Improvements

1. Improve drainage.
2. Improve water/sewer.
3. Improve street/alleys.
4. Improve bicycle and pedestrian infrastructure.

Neighborhood Services

1. Support crime prevention programs.
2. Provide community facilities for the elderly and youth.
3. Cleanup abandoned lots and buildings.

Economic Development Activities

1. Provide employment training.
2. Provide small business loans.
3. Create more job opportunities.

Affirmatively Further Fair Housing

1. Increase fair housing rights knowledge.
2. Increase fair housing compliance knowledge.
3. Assist households with fair housing complaints or questions.

The 2025 Annual Action Plan is attached and identifies how the CDBG and HOME Entitlement Allocations will be spent on activities that support the Five-Year (2025-2029) Consolidated Plan goals.

RECOMMENDATION

Approve and recommend to the Common Council the City of Green Bay's Five-Year (2025-2029) Consolidated Plan and 2025 Annual Action Plan.

FISCAL IMPACT

ATTACHMENTS

1. 2025 CDBG and HOME Budget Draft

2025 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Public Service Programs			
Fair Housing Services	\$30,000.00	\$0.00	\$30,000.00
Community Gardens	\$25,000.00	\$0.00	\$25,000.00
Community Pubic Service Activities	\$151,633.00	\$0.00	\$151,633.00
Subtotal for Public Service (Max \$206,633)	\$206,633.00	\$0.00	\$206,633.00
Home Improvement Loan Program (includes emergency rehabilitation)	\$56,541.00	\$133,000.00	\$189,541.00
Infrastructure and Park Improvements in CDBG Eligible Areas	\$198,971.00	\$0.00	\$198,971.00
Beautification/Art Projects in CDBG Eligible Areas	\$50,000.00	\$0.00	\$50,000.00
Economic Development Façade	\$50,000.00	\$0.00	\$50,000.00
Economic Development Revolving Loan	\$200,000.00	\$200,000.00	\$400,000.00
* CDBG Administration	\$176,209.00	\$10,000.00	\$186,209.00
TOTALS	\$938,354.00	\$343,000.00	\$1,281,354.00

2025 CDBG Allocation - \$938,354.00

2025 Estimated Program Income \$343,000.00 (\$200,000.00 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI (\$439,201.41)

* CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income

2025 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Housing Development Advancement Projects	\$151,108.63	\$225,000.00	\$376,108.63
Single Family Rehabilitation Loans	\$150,224.75	\$14,828.70	\$165,053.45
Downpayment Closing Cost Assistance	\$50,000.00	\$0.00	\$50,000.00
Community Housing Development Organizations (CHDO) Set Aside	\$70,227.92	\$0.00	\$70,227.92
*HOME Administration	\$46,624.83	\$10,171.30	\$56,796.13
TOTALS	\$468,186.13	\$250,000.00	\$718,186.13

2025 HOME Allocation \$468,186.13

2025 Estimated Program Income \$250,000.00

* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% (\$) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

July 8, 2025

PREPARED BY

AGENDA ITEM # F.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Check Report

City of Green Bay RDA
Check Register
30-Jun

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21879	06/13/2025	BROWN COUNTY HOMELESS & HOUSING COALITION	150.00
21880	06/13/2025	BOYS & GIRLS CLUB OF GREEN BAY, INC.	3,953.05
21881	06/13/2025	CITY OF GREEN BAY	26,625.75
21882	06/13/2025	NEIGHBORWORKS GREEN BAY	26,000.00
21883	06/26/2025	NEIGHBORWORKS GREEN BAY	206,789.02
			<u>\$ 263,517.82</u>



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

MEETING DATE

July 8, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # F.2

Brownfields program update.

BACKGROUND

The Environmental Protection Agency (EPA) Brownfields Program offers grant funding for environmental assessments and the cleanup of contaminated brownfield sites, facilitating their sustainable reuse and supporting the City's redevelopment efforts. The Redevelopment Authority (RDA) acts as the Brownfields Advisory Committee, providing a platform for Community and Economic Development staff to deliver updates, which are required by the EPA, on grant-funded activities to both the committee and the community. The City of Green Bay currently administers three active EPA grants, with the respective status updates provided in the attached supplemental report.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Brownfields Update to RDA 7.8.25

EPA Brownfield Assessment Grant

FY 2023 - 2026

Grant Funds: \$500,000.00

Site/Project	Address	Environmental Activity In Progress/Completed	Total Funds Expended/Project
133 N Broadway	133 N Broadway	Asbestos Containing Materials/ Lead-Based Paint Testing Grant Work Completed	\$ 7,743.00
719-723 S Broadway	719-723 S Broadway	Supplemental Site Investigation complete Additional investigation needed off-site	\$ 3,617.39
1400 Main Street	1400 Main St	Phase I ESA Phase II ESA Structural analysis needed for add'l sampling Blight determination completed/LGU exemption	\$ 40,401.75
Badger Sheet Metal	402 & 420 S Broadway St 421 Arndt St 419 S Maple St	Phase I ESA Site Investigation Remedial Action Plan	\$ 9,416.00
Fourth Street Parcels	0 & 418 4th St 815 & 821 Chestnut Ave	Site Investigation Remedial Action Plan Grant work completed Stantec providing oversight of capping of site	\$ 7,679.66
Green Bay Drop Forge (WE Hoban Co)	1341 State St	Phase I ESA Phase II ESA Additional sampling completed Waiting on analytical results	\$ 91,642.45
Hurckman Mechanical	1470 Velp Ave	Phase I ESA Phase II ESA report in progress	\$ 8,689.00
Public Market Parcels	211 N Broadway 228 N Chestnut Ave 228 N Chestnut Ave	Phase I ESA Hazardous Materials Assessment Phase II ESA Site Investigation Report submitted Waiting on WDNR response	\$ 116,785.58
Tidy Cleaners	818 S Broadway	Phase II ESA Site Investigation sampling completed Stantec preparing SI memo	\$ 9,021.50
University Ave	1160 University Ave	Phase I ESA Phase II ESA SAP drafted Work on hold pending funding	\$ 5,886.75
Vanderbraak	0 & 1035 Vanderbraak	Phase II ESA Site Investigation completed WDNR - No Action Required for parking lot portion RAP to be established when developer secured	\$ 29,986.61
Veteran's 1st	2890 St Anthony Dr	Phase I ESA Phase II ESA Additional sampling necessary/waiting on costs	\$ 8,962.00
WPS	600 N Jefferson	Phase II ESA in progress	\$ 408.00
Grant Administration		QAPP Preparation Programmatic Support	\$ 4,224.50
Total Grant Budget Expended			\$ 344,464.19
% of Budget Expended			69%
Grant Funds Remaining			\$155,535.81

EPA Clean-Up Grant: Badger Sheet Metal

FY 2023 - 2026

Grant Funds: \$1,000,000.00

Site/Project	Address	Environmental Activity Completed	Budget Expended
Badger Sheet Metal	402 & 420 S Broadway 421 Arndt St 419 S Maple St	Remedial activities, oversight & engineering Analysis of Brownfield Cleanup Alternatives Materials Management Plan Bid specifications prepared	\$16,039.00
Total Grant Budget Expended			\$16,039.00
% of Budget Expended			1.60%

Grant Funds Remaining

\$983,961.00

EPA Brownfields Revolving Loan Fund

2020 - 2025

Grant Funds: \$800,000.00

\$160,000 City's Cost Share

Site/Project	Address	Environmental Activity Completed	Budget Expended	Total Expended	% Expended
Proposed Project: Badger Sheet Metal	402 & 420 S Broadway	Staff Hours - City's Cost Share	\$14,047.62	\$18,064.32	11%
	421 Arndt St	Contractual Services - City's Cost Share	\$4,016.70		
	419 S Maple St	Travel - Grant Expenditure	\$3,458.51	\$3,458.51	0.43%



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

July 8, 2025

PREPARED BY

AGENDA ITEM # F.3

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking 20250703

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

	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
Multi-family								
1	US Bank Redevelopment	Living Downtown LLC	425 Pine Street	Market multi-family rental, commercial	Development agreement amended in April	Total #	Under 80%	\$9,600,000.00
						66	0	
2	1116 Hobart Drive	Moski Corp	1116 Hobart Drive	Market multifamily	Development agreement approved in April	Total #	Under 80%	\$3,000,000.00
						30	0	
3	Merge @ Shipyard	Merge LLC	239 Arndt Street	Market multi-family rental, retail	2025 construction start anticipated	Total #	Under 80%	\$21,000,000.00
						225	0	
4	200 N. Monroe	Three Sixty LLC	200 N. Monroe	Mixed Income rental 148 rental units, 27 townhomes	Design and due diligence underway	Total #	Under 80%	tbd
						tbd	tbd	
5	Gorman @ JBS	Gorman & Co.	0 Lime Kiln Rd	Workforce multi-family	DA considered at July RDA	Total #	Under 80%	\$11,000,000.00
						95	0	
6	Former Badger Sheet Metal	General Capital	420 S. Broadway/419 S. Maple	Multi-family rental, retail, Fire Station/Admin, greenway	Development Agreement terms under negotiation. \$3.5M ERA	Total #	Under 80%	\$19,000,000.00
						85	85	
7	New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	Construction underway	Total #	Under 80%	\$38,000,000.00
						268	0	
8	222 Cherry St LLC	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	DA amendment terms under negotiation	Total #	Under 80%	\$10,500,000.00
						71	0	
9	One Astor	Spark Development	100 E. Mason	Market rate multi-family rental	DA approved in April. 2025 construction start anticipated	Total #	Under 80%	\$15,500,000.00
						125	0	
Single-family								
10	Habitat Homestead	Habitat for Humanity	0 Richmond St	Affordable single-family owner occupied detached and townhomes	Construction underway	Total #	Under 80%	\$2,925,000.00
						14	14	
11	Southwest	Garritt Bader	Hinkle S. of Mason	Single family housing	DA approved. Construction	Total #	Under 80%	
						29	0	

11	Woods	Garrett Bauer	11111 E. of Mason	with new roads	Construction planned this year.			\$8,000,000.00
12	The Pines	Broadway Realty	0 Deuchert Street	Single family housing with new roads	DA approved in May. 2025 construction start anticipated.	Total #	Under 80%	\$10,000,000.00
						41	0	
Commercial								
13	Green Bay Plaza	ICAP Development	155 W. Mason	Commercial	DA approved. Construction underway.	Total #	Under 80%	\$4,000,000.00
						0	0	
14	S&S Buildings	Investment Creations	227 E Walnut, & 109 N Adams	Mixed use law office, retail, market rate apartment	Construction underway	Total #	Under 80%	\$1,500,000.00
						1	0	
15	Fire Station One	MOWGS LLC	501 S. Washington	Fire station rehab conversion to commercial uses	DA approved in May. 2025 construction start anticipated.	Total #	Under 80%	\$1,000,000.00
						0	0	
Industrial								
16	Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	County approved agreement in June 2025.	Total #	Under 80%	TBD
						0	0	
17	WE Hoban Co.	Hoban Real Estate	1341 State Street	Industrial	DA approved in March. Construction underway.	Total #	Under 80%	\$10,500,000.00
						0	0	
Park/Public								
18	Shipyard Phase 2	City/RDA	100 W. Mason	Event lawn, dog park, urban beach, splash pad, playground, restrooms	Construction planned to start in early 2026.	Total #	Under 80%	\$0.00
						0	0	

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

	Units	Under 80%	Value
TOTALS	1,050	108	\$165,525,000.00