



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, SEPTEMBER 11, 2025, 9:00 AM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

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

Or call in by phone: +1 312 626 6799

Meeting ID: 831 8804 4732

Passcode: 084117

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

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the Thursday, September 11, 2025, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the August 12, 2025 meeting.

E. Regular Business.

- I. Consideration with possible action on Development Agreement 25-08 with GenCap Green Bay Fire Station Apartments, LLC for the development of 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-

947), and authority for the Director to approve any collateral assignment, subject to final legal review and approval.

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 a Subrecipient Agreement with Brown County for Emergency Rental Assistance (ERA) 2 Funding Affordable Housing Development, subject to final legal review and approval.
3. Consideration with possible action on a professional services agreement with Wendel for design and construction services for Green Bay Metro Fire Department Station No. 1, contingent on approval of Development Agreement 2025-08.
4. Consideration with possible action on awarding \$1,000,000 of HOME-ARP funds and \$550,000 of HOME funds to General Capital Development LLC for the Fire Station Flats development to support the creation of affordable housing.
5. Consideration with possible action on a ground lease agreement with GenCap Green Bay Fire Station Apartments LLC for 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-947), subject to final legal review and approval.
6. Consideration with possible action to approve a one-year development agreement with Paul Olesky for the construction of a two-bedroom, one-bath home located at 1229 St. Clair Street.
7. Consideration with possible action to approve a resolution of support related to detachment and attachment of land with the Village of Bellevue related to the JBS Development Site.
8. Consideration with possible action to approve up to \$120,000 of CDBG infrastructure funding for the construction of a rapid flashing beacon on W. Mason Street.
9. Consideration with possible action for GBPD evidence storage project on Day Street, to approve phase two estimated construction costs as well as awarding phase three site improvements to the lowest responsive bidder utilizing TID 21 funding.

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F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Meeting: October 14, 2025

G. Adjournment.

1. Adjournment of the Thursday, September 11, 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

September 11, 2025

PREPARED BY

AGENDA ITEM # D.1

Approval of the minutes from the August 12, 2025 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RDA Minutes 08.12.25



MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, AUGUST 12, 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

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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.

Members Present: Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, and Renita Robinson

Members Excused: Kathy Hinkfuss and Melanie Parma

Liaisons Present: Jeff Mirkes and Leah Weycker

Others Present: Ald. Alyssa Proffitt

C. APPROVAL OF THE AGENDA.

- I. Approval of the agenda for the Tuesday, August 12, 2025, meeting of the Redevelopment Authority.

Moved by Stephen Srubas, seconded by Matt Schueller to approve the agenda. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

D. APPROVAL OF MINUTES.

- I. Approval of the minutes from the July 8, 2025, meeting.

Moved by Matt Schueller, seconded by Stephen Srubas to approve the minutes. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

E. PUBLIC HEARING.

- I. Consideration with possible action on the proposed creation of Tax Incremental District Thirty-Two (TID 32): The Pines, the proposed boundaries of the District, and the proposed Project Plan for the District.

Moved by Stephen Srubas, seconded by Deby Dehn to open the floor. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

Speaker:

Harry Allen, Ehlers

Moved by Matt Schueller, seconded by Deby Dehn to close the floor. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

Chair Gary Delveaux asked three times if anyone wished to speak. Hearing/seeing no one else, the public hearing was closed.

F. REGULAR BUSINESS.

- I. Consideration with possible action on a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Thirty-Two (TID 32): The Pines.

Moved by Matt Schueller, seconded by Stephen Srubas to adopt a resolution to establish Tax

Incremental District Thirty-Two (TID 32): The Pines and adopt the Project Plan. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

2. Consideration with possible action to approve a Planning Option with Three Sixty Real Estate Solutions, LLC until December 31, 2025, for the development of 200 N. Monroe Avenue.

Moved by Matt Schueller, seconded by Deby Dehn to open the floor. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

Speaker:

Jeremy Novak, Three Sixty Real Estate Solutions

Moved by Matt Schueller, seconded by Deby Dehn to close the floor. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

Moved by Deby Dehn, seconded by Stephen Srubas to amend the Planning Option expiration date to January 13, 2026. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

Moved by Deby Dehn, seconded by Matt Schueller to approve as amended a Planning Option with Three Sixty Real Estate Solutions, LLC until January 13, 2026, for the development of 200 N. Monroe Avenue. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

3. Consideration with possible action to adopt an Affordable Housing Extension Resolution for Tax Incremental District Twelve (TID 12): I-43 Industrial Park.

Moved by Deby Dehn, seconded by Matt Schueller to adopt an Affordable Housing Extension Resolution for TID 12: I-43 Industrial Park, extending the TID for twelve months from the date of the proposed municipal resolution, until August 19, 2026, and forward to the Common Council for their consideration. Motion Passed.

Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

4. Consideration with possible action to issue final payment for the KICC 2-24 West Rotunda Repairs to IEI General Contractors Inc.

Moved by Matt Schueller, seconded by Deby Dehn to approve final payment for the KICC 2-

24 West Rotunda Repairs to IEI General Contractors Inc. Motion Passed.
Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Renita Robinson, No-None, Abstain-Stephen Srubas.

5. Consideration with possible action on a Delegation of Signature Authority (limited) by the Chairperson to the Executive Director.

Moved by Stephen Srubas, seconded by Deby Dehn to approve a Delegation of Signature Authority (limited) by the Chairperson to the Executive Director. Motion Passed.
Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

G. INFORMATIONAL.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Meeting: September 9, 2025

H. ADJOURNMENT.

1. Adjournment of the Tuesday, August 12, 2025, meeting of the Redevelopment Authority.

Moved by Matt Schueller, seconded by Deby Dehn to adjourn. Motion Passed.
Yes-Gary J. Delveaux, Matt Schueller, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.1

Consideration with possible action on Development Agreement 25-08 with GenCap Green Bay Fire Station Apartments, LLC for the development of 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-947), and authority for the Director to approve any collateral assignment, subject to final legal review and approval.

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

On February 14, 2024, staff issued a Request for Qualifications (RFQ) to partner with the Redevelopment Authority (RDA) and Green Bay Metro Fire Department on the preparation of a redevelopment proposal for RDA-owned land, commonly referred to as the former Badger Sheet Metal site. The RDA acquired the 5.25-acre property in 2018 as part of its efforts to eliminate blight and redevelop brownfields within the South Broadway Corridor near the City's Shipyard park project.

The selected development team was tasked with preparing a comprehensive redevelopment proposal including multi-family housing, a fire station, administrative offices for fire services, and commercial space. Upon completion of a feasible redevelopment proposal, the City and developer could proceed with consideration of a development agreement and subsequent construction.

In May 2024, the RFQ process resulted in the RDA selecting General Capital Group as the development partner, with Wendel-Five Bugles assigned to preliminary fire station design and Engberg-Anderson assigned to housing design. Since that time, City staff have worked closely with the developer to prepare a feasible proposal. In May 2025, the RDA approved an offer to purchase the site, contingent upon a future development agreement. In July 2025, the RDA granted the developer an Option to execute a Ground Lease for the property, allowing the City to complete soil remediation and close out a U.S. EPA Brownfields Cleanup Grant prior to land acquisition. The Option specifies that the Ground Lease will require a one-time Base Rent payment of \$1,600,000, due upon execution.

The RDA and Common Council have also approved funding commitment letters to the developer, contingent on the approval of a development agreement. These included up to \$3,500,000 in Federal Emergency Rental Assistance (ERA) funds and \$5,100,000 in City ARPA and general obligation bond funding for a Fire Station Loan.

A development agreement (2025-08) has now been drafted and is under consideration by the RDA and Common Council. The developer, GenCap Fire Station Apartments, LLC, a subsidiary of General Capital Group, has proposed a project including 85 affordable housing units, one commercial unit, a fire station, and fire department administrative offices. The housing units will serve households with incomes between 30%

and 80% of Area Median Income (AMI), as detailed in the matrix below. The developer has submitted a 4% non-competitive housing tax credit application to the Wisconsin Housing and Economic Development Authority (WHEDA).

# of Units	Unit Type	% of AMI	Net Rent \$/Mo.
8	1 BR/1 BA	30%*	\$977
4	1 BR/1 BA	50%	\$925
45	1 BR/1 BA	60%	\$1,125
4	1 BR/1 BA	80%	\$1,225
1	2 BR/1 BA	50%	\$1,110
15	2 BR/1 BA	60%	\$1,300
8	2 BR/1 BA	80%	\$1,400
85	Total		

The project aligns with the Department’s vision to link and leverage natural, built, human, and social assets to generate valuable products, services, and experiences within the City, for it will:

- Remediate environmental contamination and enhance the physical landscape.
- Deliver high-performance building 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.
- Support job creation for skilled workers.
- Provide accessible housing for individuals of all ages and abilities.
- Be located in a walkable, bikeable, and transit-accessible area.
- Expand the City’s mix of residential and commercial real estate products.
- Enhance public spaces, amenities, and community assets.

The City’s Department of Community & Economic Development has prioritized expanding the supply of rental housing at all price points. The 2020 Housing Market Study identified a gap of 3,715 units affordable to households at or below 30% of AMI, a surplus of 8,870 units affordable to households between 31–50% of AMI, and a shortage of 1,285 units for households between 51–80% of AMI. The addition of 85 affordable units through this project will help address the undersupply at multiple affordability levels.

As of January 1, 2025, the property is tax exempt. Upon project completion, the City estimates the aggregate assessed property value at \$7,000,000, expected to generate approximately \$139,440 in total real estate taxes annually, including \$56,840 in annual revenue to the City of Green Bay.

The developer’s pro forma demonstrates a funding gap, confirming the project meets the statutory “but for” test: but for City and RDA participation, the project would not proceed. To address this gap, the developer has requested Pay-As-You-Go (PAYGo) TIF assistance and an upfront project grant. Pursuant to §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the property within Tax Increment District No. 22 (TID 22), which will provide part of the financing for certain project costs. The City will also be responsible for construction costs of the Fire Station, which will be bid separately at a later date.

The Fire Station Apartments project represents a major public-private partnership that advances key community goals: increasing affordable housing supply, modernizing critical fire service infrastructure,

remediating a brownfield site, and catalyzing redevelopment along the South Broadway Corridor. Approval of the development agreement will allow this transformative project to move forward, delivering long-term benefits to both residents and the City as a whole.

RECOMMENDATION

To approve Development Agreement 25-08 with GenCap Green Bay Fire Station Apartments, LLC for the development of 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-947), and authority for the Director to approve a collateral assignment, subject to legal review.

FISCAL IMPACT

Tax Increment Financing (TIF)

The Developer has requested a TIF incentive package that includes:

- PAYGo TIF Reimbursement: 80% of the Available TID Increment, to be provided to the Developer until all qualified expenditures have been repaid, or until the TID expires or is earlier terminated. The City shall not be obligated to pay more than the Tax Incentive Cap of \$1,500,000.
- Upfront TIF Project Grant: \$1,600,000, which would offset \$1,600,000 in land lease revenues provided by the developer using federal ERA2 funds authorized by Brown County.

Fire Station Loan

The City has previously committed a \$5,100,000 loan to support the construction of the fire station and fire administration offices. The loan would be funded with up to \$1,000,000 of federal ARPA funding and \$4,100,000 of general obligation levy bonds. The loan carries a 0% interest rate and a 30-year term.

ERA2 Grant Funds

The City has also committed up to \$3,500,000 in federal ERA2 grant funds for the Fire Station Apartments affordable housing project. Funds would be shared between the City and the Developer to cover eligible costs. The sub-grant budget currently identifies:

- Approximately \$1,197,000 in pre-development/site preparation costs incurred by the City.
- Approximately \$2,052,000 in pre-development costs incurred by the Developer.

Eligible costs must be incurred between April 17, 2025, and September 30, 2025. If additional eligible costs are identified during this period (not to exceed the \$3,500,000 cap), they may be considered through a future budget amendment.

Ground Lease / Land Acquisition Proceeds

The Developer will make a one-time Base Rent payment of \$1,600,000 to the City upon execution of the Ground Lease. The Ground Lease will include an option for the Developer to purchase the property for \$1.00 at any time following the U.S. EPA Grant closeout.

Fire Station Unit Construction, Lease, and Acquisition Option

The City will be responsible for the construction costs of the fire station condominium unit, which will be bid at a later date. The Developer will own the building and lease the fire station unit to the City through a 20-year triple-net lease at \$1.00. Following construction completion, the City may exercise an option to

purchase the fire station unit for \$1.00.

Summary

The City's participation in the project includes a \$5.1 million loan commitment, up to \$3.5 million in ERA2 grant funds, and TIF support valued at up to \$3.1 million (\$1.5 million PAYGo plus a \$1.6 million upfront grant). These commitments are offset in part by a \$1.6 million Ground Lease payment from the Developer. Funding requests for HOME, HOME-ARP, and EPA Revolving Loan Funds will be considered through separate approvals. The project structure ensures that affordable housing, a modern fire station, and associated redevelopment goals can be delivered while balancing the use of federal resources, TIF assistance, and City investment.

ATTACHMENTS

- I. Fire Station Apartments Development Agreement Final 09092025



City of Green Bay
Department of Community and Economic Development

**DEVELOPMENT AGREEMENT 2025-08
GREEN BAY FIRE STATION 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 GENCAP GREEN
BAY FIRE STATION APARTMENTS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
3-569	420 S. Broadway	2.195	\$0.00
3-572	402 S. Broadway	0.112	\$0.00
3-574	421 Arndt Street	0.131	\$0.00
A portion of 2-947	419 Maple Avenue	1.60+/-	\$0.00

B. The real property described in Recital A above shall be referred to as the “Property.” The Property comprises approximately four 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 is comprised of a mixed-use affordable housing development containing 85 units of multifamily housing and community serving uses. The Project will be subjected to a condominium form of ownership (“Condominium”) through the recording of a condominium declaration (the “Declaration”) and a condominium Plat (the “Condominium Plat” and together with the Declaration and the other agreements governing the Condominium, the “Condominium Documents”). It is anticipated that the Condominium will be comprised of three units (each, a “Condominium Unit”). The first Condominium Unit will consist of the residential units and related spaces of the Project (the “Residential Unit”). The second Condominium Unit will consist of a newly constructed fire station (the “Fire Station Unit”). The final Condominium Unit will be used as a “Community Service Facility” as a such term is defined in Section 42(d)(4)(C)(iii) of the Internal Revenue Code of 1986, as amended from time to time (the “Code”). The City and Developer agree and acknowledge that the Community Service Facility shall be designed to serve primarily individuals whose income is 60 percent or less of area median income and that any fees charged for the services provided at the Community Service Facility shall be affordable to individuals whose income is 60 percent or less of area median income. It is anticipated that the Community Service Facility will be leased by the City and contain ancillary facilities to the Fire Station Unit; provided, however, if not so used, the Community Service Facility will be used for another qualifying use and will be leased by another qualifying entity of the City. 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 is tax exempt:
- E. Upon completion of proposed Project, the City estimates the aggregate assessed property value of the Property to be seven million dollars (\$7,000,000), which is anticipated to yield approximately:
1. One hundred thirty nine thousand four hundred forty dollars \$139,440 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Fifty-six thousand eight hundred forty dollars \$56,840 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12) which will comprise a portion of the \$139,440 of total real estate taxes referenced above.

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 Number 22 (“TID 22” 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; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the physical environment will be enhanced, the range of residential real estate products and community serving uses will be increased, 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, constitute 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 the Private Improvements and any increase of value of the Property above the Base Value and attributable to development within a tax incremental finance district, during the tax year preceding the year in which a PayGo Reimbursement payment is made in accordance with this Agreement. 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 GenCap Green Bay Fire Station Apartments, LLC, a Wisconsin limited liability company, or any assignee of the same.
- H. Intentionally Deleted.
- I. “Plans and Specifications” means the plans and specifications developed for the Project.

- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project, if any, that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 4.
- 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 Number 22 ("TID 22" 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 22 in 2019; TID 22 terminates in 2046.
- 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 PayGo 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 a leasehold interest in the Property to the Developer through the following process:
 - a) The RDA and Developer shall negotiate, in good faith, the terms of a ground lease (the "Ground Lease") pursuant to which Developer will ground lease the Property for a period of ninety (90) years (the "Ground Lease Term"). "Base Rent" under the Ground Lease will be in the amount of \$1,600,000 for the Ground Lease Term and will be payable in a single installment no event later than September 30, 2025. In addition to Base Rent, the Ground Lease will provide that Developer shall be responsible for the payment of insurance, taxes, utilities and all other costs and expense attributable to or incurred in connection with the ownership, use, occupancy, operation, maintenance and repair of the Property. The Ground Lease shall include an option for Developer to purchase the Property at any time after the EPA Grant Closeout (as defined herein) for \$1.00 (the "Ground Lease Purchase Option"). The parties shall use best efforts to negotiate and execute the Ground Lease on or before September 30, 2025. Upon execution and delivery by the parties thereto, the Ground Lease shall replace and supersede that certain Option to Ground Lease between Developer and RDA dated as of July 27, 2025 (the "Ground Lease Option") and the Ground Lease Option shall be terminated and of no further force and effect.
 - b) The Developer shall, in consultation with the City and/or RDA, prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein depicted on the map of the Property attached hereto as Exhibit A, and shall record the CSM on or before June 30, 2026.
 - c) Upon recording of such CSM with the Brown County Register of Deeds, all references to the Property shall include all such new parcels created through the actions of this Section III. B. I.

2. Project Grant. The City shall provide One Million Six Hundred Thousand and No/100 dollars (\$1,600,000) of TIF Incentive as a “Project Grant” to the Wisconsin Preservation Fund, Inc. or other designee of Developer (“Designee”) upon Developer fulfilling all obligations identified in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project. The City acknowledges that the Project Grant will be loaned by Designee to Developer for purposes of reimbursing Developer for, or paying for, Qualified Expenditures as referenced below.
 - a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within ten (10) days of receipt, when practicable, but no later than 30 days, of such aforementioned evidence, the City or the RDA shall disburse to Designee such portion of the Project Grant necessary to pay such Qualified Expenditures.
 - b) Intentionally Deleted.
 - c) The Developer guarantees the amount of property taxes to be paid with respect to the Property and Private Improvements shall not be less than \$139,440 in the aggregate in tax year 2028 and each year thereafter until and including the 2042 tax year (the “Guaranteed Annual Real Estate Tax Payment”). To the extent the property taxes paid are less than the Guaranteed Annual Real Estate Tax Payment for an applicable year, the Developer shall pay a Shortfall Payment to the City in cash on or before July 31 of the year following the tax year in which the property taxes are billed. “Shortfall Payment” means the amount to be paid by the Developer as the shortfall, if any, between the Guaranteed Annual Real Estate Tax Payment and the amount of taxes billed.
3. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Subject to receipt of the Project Grant, Developer shall be responsible to incur and pay all of the upfront costs of the Project.
 - b) The assessed value of the Property and the Private Improvements shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property and Private Improvements as of January 1, 2025. The difference in assessed values shall be known as the “Incremental Property Value.”
 - c) Incremental Property Value multiplied by the assessed mill rate plus the Shortfall Payment shall equal the Available Tax Increment.
 - d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer pursuant to Section III.B.3(e).
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the Available Tax Increment determination, within thirty (30) days after Developer has provided proof to the City of the full payment of the real estate taxes, Shortfall Payment, special assessments and special charges against the Property and Private Improvements for the previous year. PAYGo Reimbursement payments shall commence after the first certificate of occupancy for the Project has been issued. For example, if the first occupancy permit is issued on September 1, 2027, the TIF

Increment would be determined as of January 1, 2028 and the PAYGo Reimbursement would first be payable in 2029.

4. Qualified Expenditures. Qualified Expenditures for purposes of this Agreement include the following:
 - a) Hard and soft costs, including without limitation engineering and design fees, incurred in connection with the design and construction of Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) Hard and soft costs, including without limitation engineering and design fees, incurred in connection with the design and construction of "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; and
 - c) Any other activity specifically approved by the City or RDA.
5. Assignment. Developer may assign any of its payment rights hereunder to any lender(s) providing financing for the Project and to any future purchaser or developer of any part of the Property upon approval of the RDA, which approval will not be unreasonably withheld, conditioned or delayed; 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 Available Tax Increment.

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

1. Monetary Limitation. The PAYGo TIF Incentive in any year shall not exceed the 80% of the Available Tax Increment for the Property.
2. PayGo Tax Incentive Cap. The City shall not be obligated to pay PAYGo Reimbursement payments in excess of the lesser of one million five hundred thousand dollars (\$1,500,00.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures and provided Developer and all transferees have paid the real estate taxes, Shortfall Payments and any Special Assessments and Special Charges in full for the previous tax year by July 31, PAYGo Reimbursement payments shall be made within thirty (30) days after Developer has provided proof to the City of the full payment of the real estate taxes, Shortfall Payment, Special Assessments and special charges; provided, however, in no event shall PAYGo Reimbursement 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 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 Tax Increment.

E. Other City Obligations, Loans, Grants and Credits. The City shall provide additional assistance to the Project, as follows:

1. EPA Grant. Developer and City acknowledge that City previously received a grant from the U.S. Environmental Protection Agency (the "EPA Grant") to provide certain demolition and remediation activities on the Property unrelated to the Project which are more particularly described in Exhibit E. The City shall perform all work within the scope of the EPA Grant at its own expense. Thereafter, the City shall submit all documentation and perform all activities necessary to complete any reporting and close out procedures required by the documents and regulations governing the EPA Grant (the "EPA Grant Closeout").
2. Remedial Action Plan. The City has prepared, in consultation with Developer, and submitted to the Wisconsin Department of Natural Resources a Remedial Action Plan ("RAP") for the Project which is attached hereto as Exhibit D. The City shall be responsible for performing, at City's sole cost, those activities set forth in Exhibit E which includes the scope of Work within the EPA Grant and certain of the activities required by the RAP (together, the "City's Environmental Work"). Developer and City acknowledge that final case closure shall require Developer to perform certain activities (e.g. cap and cover), at Developer's cost, that will occur as part of Developer's construction of the Project. Developer shall be responsible for performing those activities required by the RAP set forth in Exhibit F ("Developer's RAP Obligations").
3. ERA2 Funds. City shall reimburse Developer or its Designee for all eligible project costs up to \$2,051,800 in ERA2 funding. City acknowledges that ERA2 funds must be expended by Developer for eligible costs by September 30, 2025 (the "ERA Deadline"). The Developer agrees at all times to comply (and shall cause Designee to comply) with the applicable terms of the Subrecipient Agreement between Brown County and the City for Emergency Rental Assistance ERA 2 Funding Affordable Housing Development ("ERA Agreement"), incorporated herein, and attached as Exhibit D. The City and RDA acknowledge that the maximum ERA2 funding being provided to Designee/Developer pursuant to this Agreement is \$2,051,800. Neither Developer nor Designee shall have any repayment obligations with respect to the ERA2 funding in excess of the lesser of \$2,051,800 or the amount of ERA2 funds actually provided to Designee/Developer. The City shall indemnify and hold Developer, Designee and their respective employees and agents harmless from any claims, liabilities, costs or expenses, including reasonable attorney's fees (collectively, "Losses") arising from the ERA Agreement, and any noncompliance therewith, to the extent such Losses are caused by the City's recklessness, willful misconduct, or any noncompliance with the terms of the ERA2 Agreement which is not caused by any failure by Developer to comply with its obligations under this Agreement. The foregoing hold harmless and indemnification obligations shall survive termination of this Agreement.
4. Community Service Facility and City CSF Loan. The City shall provide a loan to Developer in the amount of Five Million One Hundred Thousand (\$5,100,000) for purposes of paying for the costs of constructing and furnishing the Community Service Facility (the "City CSF Loan"). The City CSF Loan will be evidenced by a promissory note (the "CSF Note") be secured by

a subordinate mortgage on the Community Service Facility (the "CSF Mortgage"). The City CSF Loan shall be for a term of 30 years, shall not bear interest, and shall be payable in a single payment at maturity.

Commencing on January 1 of the first calendar year immediately following the end of the 15-year "compliance period" for the Project as defined in Section 42(i)(l) of the Code ("Developer CSF Option Date"), and for a period of two years thereafter (the "Developer CSF Option Period") Developer, in its sole discretion, shall have the option ("Developer's CSF Option") to convey the Community Service Facility to City by special warranty deed, subject to all matters of record at the time of the closing, the Condominium Documents, any lease for the Community Service Facility, and other customary title exceptions, but not subject to any mortgages or other recorded monetary liens (other than the lien of the CSF Mortgage), and City shall accept such conveyance. If Developer chooses to exercise Developer's CSF Option, it shall do so by notifying City of the same in writing (the "Developer's CSF Exercise Notice") at any time during the Developer CSF Option Period, in which case the Community Service Facility shall be conveyed to City within sixty (60) days after the date of the Developer CSF Exercise Notice or at such other time as is mutually agreed to between Developer and City. Developer shall convey the Community Service Facility in its "AS IS" condition without any warranties or representations whatsoever, and City shall obtain at its expense any title insurance it desires in connection with the conveyance. Developer and City shall execute and deliver to one another at the closing of the conveyance such documents as are customary in connection with a sale of property similar to the Community Service Facility and the costs and expenses of the closing of such conveyance will be paid by Developer and City in accordance with customary practices for similar transactions. If Developer exercises Developer's CSF Option, the conveyance of the Community Service Facility to City shall be subject to, and City shall assume all of Developer's obligations under the CSF Note and the loan documents relating thereto, including, without limitation the CSF Mortgage from Developer to the City.

Commencing on July 1 of the first calendar year immediately following the calendar year in which the Developer CSF Option Date occurs ("City CSF Option Date"), and for two years thereafter (the "City CSF Option Period"), the City shall have the option to purchase the Community Service Facility (the "City's CSF Option") from Developer at a price equal to the fair market value of the Community Service Facility determined by Developer and City; provided, however, that in no event shall the purchase price be less than the outstanding balance of the City CSF Loan. If Developer and City cannot agree on the fair market value of the Community Service Facility, Developer and City shall mutually select an appraiser to determine the fair market value of the Community Service Facility which Developer and City shall accept as binding. City may exercise the City's CSF Option at any time during the City CSF Option Period by notifying Developer in writing of its intent to exercise the City's CSF Option (the "City CSF Exercise Notice"). Closing of the sale of the Community Service Facility pursuant to the exercise of City's CSF Option shall within sixty (60) days after the date of the City CSF Exercise Notice or at such other time as is mutually agreed to by Developer and City. At closing, Developer shall convey title to the Community Service Facility by special warranty deed subject to all matters of record at the time of closing, the Condominium Documents, any leases for the Community Service Facility, and other customary title exceptions, but not subject to any mortgages or other recorded monetary liens (other than the lien of the CSF Mortgage if City agrees to assume the City CSF Loan in connection with its purchase). Developer shall convey the Community Service Facility in its "AS IS" condition without any warranties or representations whatsoever, and City shall obtain at its expense any title insurance it desires in connection with the conveyance. Developer and City shall

execute and deliver to one another at closing such documents as are customary in connection with a sale of property similar to the Community Service Facility and the costs and expenses of closing will be paid by Developer and City in accordance with customary practices for similar transactions.

The City lease of the Community Service Facility shall (i) have a term of thirty (30) years, (ii) shall provide for Base Rent of \$1.00 per year, (iii) will be a “triple net” lease requiring City to pay for all costs of constructing, owning and operating the Community Service Facility (including, but not limited to, real estate taxes and insurance) and shall otherwise be on terms acceptable to Developer’s lenders and investor.

5. Fire Station. The City and Developer shall negotiate the terms of a lease (the “Fire Station Lease”) pursuant to which Developer will Lease the Fire Station Unit to City. The City and Developer will use best efforts to negotiate, draft and approve the Fire Station Lease no later than June 30, 2026. The Fire Station Lease shall (i) have a term of twenty (20) years, (ii) shall provide for Base Rent of \$1.00 per year, (iii) shall require the City to pay for all costs of the construction of the Fire Station Unit, (iv) will be a “triple net” lease requiring City to pay for all costs of owning and operating the Fire Station Unit (including, but not limited to, real estate taxes and insurance) and shall otherwise be on terms acceptable to Developer lenders and investor. The Fire Station Lease shall grant the City, provided that the City is not in default under the terms of the Fire Station Lease, an option to purchase the Fire Station Unit (“City’s Fire Station Option”) for \$1 after the date upon which completion of the construction of the Fire Station Unit occurs (the “Fire Station Option Date”). City may exercise the City’s Fire Station Option at any time after the Fire Station Option Date during the term of the Fire Station Lease by notifying Developer in writing of its intent to exercise the City’s Fire Station Option (the “City Fire Station Exercise Notice”). Closing of the sale of the Fire Station Unit pursuant to the exercise of City’s Fire Station Option shall be on the date forty-five (45) days after the date of the City Fire Station Exercise Notice or at such other time as is mutually agreed to by Developer and City. At closing, Developer shall convey title to the Fire Station Unit by special warranty deed subject to all matters of record at the time of closing, the Condominium Documents, the Fire Station Lease and other customary title exceptions, but not subject to any mortgages or other recorded monetary liens. Developer shall convey the Fire Station Unit in its “AS IS” condition without any warranties or representations whatsoever, and City shall obtain at its expense any title insurance it desires in connection with the conveyance. Developer and City shall execute and deliver to one another at closing such documents as are customary in connection with a sale of property similar to the Fire Station Unit and the costs and expenses of closing will be paid by Developer and City in accordance with customary practices for similar transactions.
6. The City and RDA, as appropriate, shall cooperate with Developer to identify and apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project; provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.
7. To the extent that stormwater detention facilities are required to be constructed by Developer on the Property to serve the Project, the City shall be required to reimburse Developer for a proportionate share of the cost of such facilities based on the proportion of the impervious areas on the Property attributable to the Fire Station Unit to the total impervious area on the Property.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to October 31, 2025, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan attached to his Agreement as Exhibit C. 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; and
 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 April 30, 2026, and prior to commencement of construction 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 June 30, 2026, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Twenty Million and No/100 dollars (\$20,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total “hard” construction 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 unless waived by the City.
 - 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.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than June 30, 2026, proof of equity in the form of the value of the Property, less any mortgages thereon, plus any equity contributions from Developer's members of not less than ten percent (10%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than June 30, 2026, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than September 30, 2025, Developer shall have executed the Ground Lease. Developer shall provide copies of Ground Lease. The leasehold interest in the Property 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 no later than June 30, 2026.
- J. Certified Survey Map. Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Condominium Documents. Prior to June 30, 2026, Developer shall submit the form of Condominium Documents to City for approval.

- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than June 30, 2026. Construction shall be completed no later than December 31, 2027, subject to Force Majeure. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or its leasehold interest in the Property or any part thereof prior to the completion of construction as evidenced by the issuance of a certificate of occupancy for the Project, 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 provided that approval shall not be unreasonably withheld, conditioned or delayed. 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. Notwithstanding the foregoing, no consent shall be required to: (i) a transfer of the Property or the leasehold interest in the Property pursuant to any foreclosure proceedings or a transfer by deed (or other instrument of conveyance) in lieu of any such foreclosure to any lender providing financing for the Project, or thereafter by such lender to a third party; (ii) a collateral assignment of this Agreement for the benefit of Developer's lenders; or (iii) the transfer of any interest of Investor Members (as defined herein) in Developer or any interest in an Investor Member or the removal and replacement of Developer's managing member by any Investor Member.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, neither the Property nor Developer's leasehold interest in the Property shall be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access

necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Except as set forth in this Agreement, before commencement of the Project, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property except to the extent (i) the foregoing are required to be remedied or remediated by RDA pursuant to Section 3.E.1 and 3.E.2. above, (ii) the RDA has an obligation to indemnify or hold harmless Developer with respect to any of the foregoing pursuant to the Ground Lease; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum

products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the named 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, or cause its contractor to, obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

- C. Approvals. In addition to the foregoing conditions, Developer's obligations hereunder shall be contingent upon the execution of the Ground Lease and Developer obtaining, in Developer's sole discretion, all approvals and commitments for equity, grant funding, and debt financing in amounts sufficient to complete the Project. Developer may elect to terminate this Agreement for failure to satisfy the foregoing conditions by delivering written notice to the City not later than June 30, 2026. Upon such termination, (i) the Developer shall refund to the City, within 30 days, all funds paid to the Developer under Paragraph III.E.3 (less any Base Rent payment made to the RDA under the Ground Lease which shall be applied by City against any required repayment of ERA2 funds pursuant to the ERA Agreement), and (ii) the Ground Lease shall be terminated as of the date of such termination, or if the Developer has acquired the Property pursuant to the Ground Lease Purchase Option, the Property shall be reconveyed by Developer to the RDA within forty-five (45) days of such termination subject only to those liens and encumbrances existing at the time the Property was conveyed to Developer and such liens and encumbrances which were subsequently approved by City. Upon full repayment and termination of the Ground Lease (or reconveyance of the Property, as applicable) as set forth above, the parties shall have no further obligation to each other under this Agreement except such obligations as expressly survive termination of this Agreement. For purposes of clarification and notwithstanding anything to the contrary in this Agreement, Developer shall have no obligation to construct the Project, maintain the Property, or make any Guaranteed Annual Real Estate Tax Payments or Shortfall Payments from and after any termination pursuant to this section VI.C. In addition, notwithstanding anything to the contrary in this Agreement, from and after any termination pursuant to this section VI.C., Developer shall have no obligation to perform Developer's RAP Obligations, undertake the remediation of any Hazardous Substance, or to indemnify and hold harmless City, RDA or their respective agents, officials, employees, representatives, successors and assigns pursuant to Section IV.R. of this Agreement, except in connection for any Hazardous Substance first introduced onto the Property by 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 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, from and after the completion of the Project, will always conform 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 becomes 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 becomes due. Developer will pay all taxes and assessments levied against the Property when and as the same becomes 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 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 have a material adverse effect on 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 to the extent such real and personal property assessment results in real and personal property taxes which, in the aggregate, are equal to or below the Guaranteed Annual Real Estate Tax Payment for any tax year. Notwithstanding an objection or appeal, shortfall payments must be made in accordance with Paragraph III.B.2.c).

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 notice thereof from City to Developer;
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 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 is untrue in any material respect and, if capable of being cured, is not cured 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 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;
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.
7. Investor Member Cure Rights. City agrees to give Developer's tax credit investors ("Investor Members") written notice of any default so long as City has been provided the name and address of the Investor Members. Any Investor Member may, at such Investor Member's option, cause the cure of such default within the cure periods set forth above. The City agrees to accept any cure by an Investor Member as if such cure were made by Developer.

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 terminate at the end of tax year 2045.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., VI. A, VI.D., 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. Except as otherwise provided herein, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance

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

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to September 12, 2025, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
 - 1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 - 2. Upon receipt if hand-delivered to the party or person intended; or
 - 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 - 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
 Attn: Law Department
 100 North Jefferson Street
 Green Bay, WI 54301
 e-mail: law@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:

To the Developer: GenCap Green Bay Fire Station Apartments, LLC
 Attention: David J, Weiss
 6938 N. Santa Monica Boulevard
 Fox Point, WI 53217
 e-mail: david@generalcapitalgroup.com

With a copy to:

Reinhart Boerner Van Deuren s.c.
Attention: William R. Cummings
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
e-mail: wcummings@reinhartlaw.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 acquisition of the leasehold interest in the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Wisconsin Preservation Fund, Inc. joins this Agreement for purposes of acknowledging its agreement to be the recipient of the Project Grant and ERA2 funds and to lend the proceeds of such funds to Developer pursuant to Section III.B.2 and III.E.3 of this Agreement.

WISCONSIN PRESERVATION FUND, INC.

By: _____
Bruce T. Block, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____ 2025, the above named Bruce T. Block, President of Wisconsin Preservation Fund, Inc., a Wisconsin nonstock corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



City of Green Bay
Department of Community and Economic Development

EXHIBIT A
Property Map

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

EXHIBIT B
Legal Description

EXHIBIT C
Preliminary Concept Plan



City of Green Bay
Department of Community and Economic Development

EXHIBIT D
Remedial Action Plan

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

EXHIBIT E
City's Environmental Work



City of Green Bay
Department of Community and Economic Development

Exhibit F
Developer's RAP Obligations

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



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

MEETING DATE

September 11, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.2

Consideration with possible action on a Subrecipient Agreement with Brown County for Emergency Rental Assistance (ERA) 2 Funding Affordable Housing Development, subject to final legal review and approval.

BACKGROUND

In April 2025, the Brown County Board of Supervisors authorized up to \$3,500,000 in federal ERA2 funds to be sub-granted to the City of Green Bay for affordable housing. The funds are specifically designated to support the construction of housing units for households earning less than 50% of the Area Median Income (AMI). While the funds are awarded to the City, they are specifically allocated to the Fire Station Apartments project at 420 S. Broadway, proposed by a subsidiary of General Capital LLC.

The City and the developer, GenCap Green Bay Fire Station Apartments, LLC, intend to enter into a development agreement for the project. The draft agreement outlines provisions for the ERA2 funding to be provided to the developer. Within the sub-grant budget, approximately \$2,052,000 is identified to reimburse the developer for pre-development costs, while approximately \$1,197,000 is identified to reimburse the City for pre-development and site preparation costs.

All eligible costs must be incurred between April 17, 2025, and September 30, 2025. If additional eligible costs are identified by the developer or the City during this timeframe, they may be considered as part of a future budget amendment, provided the total amount does not exceed \$3,500,000.

The allocation of ERA2 funds through this sub-grant and development agreement represents a significant investment in affordable housing for Green Bay. By supporting the Fire Station Apartments project, the City will help increase the supply of units available to households most in need, while also ensuring federal funds are utilized efficiently and within required timelines.

RECOMMENDATION

To approve the Subrecipient Agreement with Brown County for Emergency Rental Assistance (ERA) 2 Funding Affordable Housing Development.

FISCAL IMPACT

The sub-grant would allow for up to \$3,500,000 in federal ERA2 funds for the Fire Station Apartments affordable housing project. Funds would be shared between the City and the developer to cover eligible costs. The sub-grant budget identifies approximately \$1,197,000 in pre-development/site preparation costs incurred by the City of Green Bay, and approximately \$2,052,000 in pre-development costs incurred by the developer. Eligible costs must be incurred between April 17, 2025, and September 30, 2025. If additional eligible costs are identified by the developer or the City during this time (not to exceed a total of \$3,500,000), those costs may be considered as part of a future budget amendment.

ATTACHMENTS

- I. ERA2 - City of GB Subrecipient Agreement - 09092025

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN COUNTY OF BROWN

AND

CITY OF GREEN BAY

FOR

**EMERGENCY RENTAL ASSISTANCE (ERA) 2 FUNDING AFFORDABLE HOUSING
DEVELOPMENT**

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between the COUNTY OF BROWN (herein called the “Grantee”) and CITY OF GREEN BAY (herein called the “Subrecipient”).

WHEREAS, the U.S. Department of the Treasury (“Treasury”), through the Emergency Rental Assistance (ERA) program has allowed eligible governmental units to elect to administer ERA funds subject to certain conditions;

WHEREAS, ERA funding has been authorized by the Federal American Rescue Plan Act of 2021 (“ARPA”), to respond to the effects of the coronavirus health crisis;

WHEREAS, Brown County (“The Grantee”) received funding under the ERA program to assist eligible households with financial assistance, provide housing stability services, and as applicable, to cover the costs for other affordable rental housing and eviction prevention activities;

WHEREAS, the Grantee is the recipient of a grant (as more fully described in Exhibit A, the “ERA 2 Grant”) made available under ERA 2 from U.S. Treasury, in the total amount of \$17,257,190

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use the ERA funds for those eligible activities described in Attachment A, Scope of Services;

WHEREAS, the Subrecipient has proposed to provide affordable housing development including specific units for Very Low Income (VLI) residents defined by the Treasury as, “low-income families whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes”;

WHEREAS, the Subrecipient is a municipal government entity authorized to engage in affordable housing development located in Brown County; and

WHEREAS, the Grantee wishes to involve the Subrecipient in so utilizing such funds by entering into this Subrecipient Agreement (the “Agreement”).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

THE SUBRECIPIENT WILL BE RESPONSIBLE FOR ADMINISTERING AN ERA PROGRAM ACTIVITY IN A MANNER SATISFACTORY TO THE GRANTEE AND IN COMPLIANCE WITH ANY STANDARDS REQUIRED AS A CONDITION OF PROVIDING THESE FUNDS, INCLUDING ALL SUCH TERMS AND CONDITIONS OF THE GRANT AGREEMENT, A COPY OF WHICH THE SUBRECIPIENT ACKNOWLEDGES RECEIVING AND REVIEWING. Such program is described in Attachment A, Scope of Services, and will include only activities eligible under ERA. Changes to the Scope of Services shall be by written agreement of both the Grantee and Subrecipient.

B. Staffing

The Subrecipient shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks set forth in the attached Scope of Services and Budget.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards, and shall be reimbursed for said monitoring expense. Substandard performance as determined by the Grantee as being inconsistent with the terms and conditions of Grantee's Grant Agreement with the Treasury will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

Additional information on what the Grantee may monitor is included in Attachment C, Performance Monitoring.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin upon execution of the Grant Agreement. Accordingly, services of Subrecipient shall occur within the Performance Period which is from June 30, 2024 through September 30, 2025. Grant Award funds may only be used to pay for Eligible Expenses as defined in the Grant Agreement during the Performance Period. According to The Treasury, there is no extension of funding past September 30, 2025. A 120-day period for the processing of invoices and final payments is allowed.

III. BUDGET

The budget is attached as Attachment E, Budget. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any proposed budget amendments/workorder changes to the project must be presented to the County so the County can determine if the change affects the predetermined grant award to the City. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown on the Budget at Attachment E. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III, herein, or otherwise in accordance with the Budget if no such specified line items budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment D, Performance Schedule. Drawdown requests shall be made in writing in accordance with the notice requirements in Paragraph V.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with the State and specifically in accordance with the schedule as detailed in Article 6 and Attachment C of the Grant Agreement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Subrecipient

[insert]

VI. SPECIAL CONDITIONS

Any additional special considerations will be included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification/Defense

Subrecipient shall indemnify and defend Grantee, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance or non-performance or improper performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claw-backs, claims, actions, suits, charges, litigation and/or judgments arising out of, or in connection with, performance or non-performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors.

E. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding - Generally

Subject to the specific insurance requirements in subparagraph G, below, the Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond or other comparable insurance product covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

G. Insurance Requirements – Specifically

Prior to commencement of this Agreement, Subrecipient shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies.

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Grantee's Risk Manager.

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form

Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

H. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations which may be applicable to it as a Subrecipient under the Grant Agreement between the Grantee and the Treasury;
4. Ineffective or improper use of funds provided under this Agreement; or
5. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ERA assistance; and
- d. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that any information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided or activities under this contract, is prohibited unless written consent is obtained from Grantee.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency (including the U.S. Department of Treasury and the Wisconsin Department of Administration), and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted

at its own expense in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

5. Close-outs

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ERA funds, including program income.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report on a quarterly basis any program income (as defined at 2 CFR 200.1) generated by activities carried out with ERA funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements of this Agreement. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

In the event Grantee pays Subrecipient on an advance basis, Grantee may authorize Subrecipient to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used and as often as it prefers when electronic transfers are used in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

Per 2 CFR § 200.415, in order to assure that expenditures are in accordance with the approved application and terms and conditions of the federal award, annual and final fiscal reports and payment requests must include the following certification, signed by an authorized official:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812).”

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. This includes, but is not limited to, all audit, monitoring or progress reports due pursuant to the Grant Agreement between Grantee and the State.

D. Procurement

1. Compliance

The Subrecipient shall comply with any current Subrecipient policies concerning the purchase of equipment, supplies and services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. In addition, Subrecipient ensures that Subrecipient policies comply with Treasury requirements related to procurement and the use of ERA funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311(c), which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any ERA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the ERA objectives for a period of twenty (20) years following termination of this Agreement. If the Subrecipient fails to use ERA-assisted real property in a manner that meets ERA objectives for the prescribed period of time, the Subrecipient shall, consistent with 2 CFR 200.311 (1) retain title after compensating Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-ERA funds for acquisition of, or improvement to, the property; (2) sell the real property - the amount due to the Grantee will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses; or (3) transfer title to the Grantee or a third party designated/approved by the Grantee free and clear of all liens and encumbrances, unless otherwise approved by the Grantee.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ERA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ERA funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

- A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

Subrecipient agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list

of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, Subrecipient provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) Subrecipient will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
- (c) Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

- (e) Any Subrecipient, sub-Subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.
- (f) Subrecipient shall cooperate with Grantee in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) Subrecipient shall assist Grantee in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient shall also assist Grantee in informing the Department and the Department of the Treasury if Grantee or Subrecipient have received no complaints under Title VI.
- (h) Subrecipient shall assist Grantee in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements

between Subrecipient and the administrative agency that made the finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

6. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In addition, this Agreement is subject to the reversionary clause contained in Article VIII, Paragraph E. above. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require the following covenants or transfer restrictions running with the land to be inserted in the deed or lease for such transfer, and the Subrecipient shall also ensure that the following such covenants or transfer restrictions are inserted in the deed for any real property Subrecipient acquires with the use of funds pursuant to this Agreement before closing and taking title to such property:

- (a) A covenant prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants.

- (b) A covenant/transfer restriction including a reversionary clause consistent with the terms and conditions found in Article VIII, Paragraph E., above.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenants and transfer restrictions, and will not itself so discriminate.

The Subrecipient shall obtain advance written approval from Grantee of the specific language of the covenants and transfer restrictions to be included on the deed for any real property acquired by Subrecipient with the use of funds pursuant to this Agreement.

B. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety

to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112, which includes (but is not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ERA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ERA-assisted activity, or with respect to the proceeds from the ERA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures

set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XV. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable ERA program requirements. The venue for any dispute shall be Brown County, Wisconsin.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: _____ COUNTY [insert]

By: _____ By: _____
Title: Chief Elected Official or Executive Officer Title: _____

Attest: _____
Title: County Clerk or _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Title: Corporation Counsel or _____

ATTACHMENT A

SCOPE OF SERVICES

Program Delivery and Core Services

- Activity #1 Subrecipient to acquire/construct/develop a property/building with 85 housing units, of which a minimum number of units to secure ERA funding in the amount requested by the Subrecipient will be for residents at or below 50% of County Median Income as determined by the United States Housing and Urban Development Department. Activity to include any necessary or related acquisition costs, architecture and design services and costs, demolition, site preparation and other related costs as allowed under ERA funding. The maximum amount of ERA funding authorized by the Grantee for this project is \$3,500,000.
- Activity #2 Subrecipient to otherwise ensure full compliance with all material terms and provisions of Grant Agreement.

General Administration

The Subrecipient certifies that the following general administrative services will be performed in support of the activities noted above: Invoice processing and payment, tracking of expenses submitted and reimbursed, monitoring available funding, reporting program activity to the Treasury, communicating deadlines and approvals, and final closeout reporting.

ATTACHMENT B

STAFFING

Subrecipient Key Personnel

Position / Title	Name

ATTACHMENT C

PERFORMANCE MONITORING

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all of the items that the Grantee may examine:

- Record Keeping Systems
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
- Financial Management Systems
 - Did Subrecipient expend \$500,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the Grantee will need a copy for its records.
 - If no, the Grantee will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination

ATTACHMENT D

PERFORMANCE SCHEDULE

06/30/2024	Earliest Eligible Date of Subrecipient Expenses
09/30/2025	Final Eligible Date of Subrecipient Expenses
01/28/2026	End of Closeout Period
03/31/2026	End of Quarter 1

ATTACHMENT E

BUDGET



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.3

Consideration with possible action on a professional services agreement with Wendel for design and construction services for Green Bay Metro Fire Department Station No. 1, contingent on approval of Development Agreement 2025-08.

BACKGROUND

On February 14, 2024, staff issued a Request for Qualifications (RFQ) to partner with the Redevelopment Authority (RDA) and Green Bay Metro Fire Department on the preparation of a redevelopment proposal for the former Badger Sheet Metal site at 420 S. Broadway. The selected development team would collaborate with City and Fire Department staff to prepare a comprehensive redevelopment proposal that includes multi-family housing, a fire station, administrative offices for fire services, and commercial space. Upon completion of a feasible redevelopment proposal, the City and developer could proceed with consideration of a development agreement and subsequent construction.

In May 2024, the RFQ process resulted in the RDA selecting General Capital Group as the development partner, with Wendel-Five Bugles assigned to preliminary fire station design and Engberg-Anderson assigned to housing design.

Since that time, City staff have worked closely with General Capital Group, Wendel-Five Bugles, and Engberg-Anderson to prepare a feasible redevelopment proposal. A development agreement (2025-08) has been drafted and is now being considered for final approval by the RDA and Common Council.

If approved, additional final design and construction services for the City's fire station will be required, including schematic design, design development, construction documents, bidding, and construction administration. Wendel-Five Bugles has presented a proposal to complete this scope of work for a total fee of \$1,035,000; however, initial work would be limited to schematic design which is estimated to cost \$207,000. The fee would be paid through a combination of federal American Rescue Plan Act (ARPA) funds designated for Fire Department purposes and general obligation levy bonds.

Approval of this proposal will ensure that the Fire Department's facility needs are met as part of the larger redevelopment project at 420 S. Broadway. Advancing the design phase will allow the project team to move forward with final construction plans, maintain project momentum, and deliver a modernized fire station that supports both public safety and broader redevelopment goals.

RECOMMENDATION

To approve a professional services agreement with Wendel for design and construction services for Green Bay Metro Fire Department Station No. 1, contingent on approval of Development Agreement 2025-08.

FISCAL IMPACT

Wendel's proposal fee is \$1,035,000; however, initial work would be limited to schematic design, which is estimated to be \$207,000. The fee would be paid through a combination of federal American Recovery Plan Act (ARPA) funding designated to be used for Fire Department purposes, and of general obligation levy bonds.

ATTACHMENTS

- I. Green Bay Proposal



August 1, 2025

Sig Strautmanis
General Capital Group
6938 N. Santa Monica Blvd
Fox Point, WI 53217

**SUBJECT: PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION
SERVICES FOR GREEN BAY METRO FIRE DEPARTMENT
STATION NO. 1**

Dear Mr. Strautmanis,

Thank you for your continued effort in teaming with us and we are extremely excited about this project. Having worked with the City of Green Bay for several years now, it is exciting to see progress being made and hopefully the momentum will continue!

Attached is our proposal for services to Design and provide Construction Administration services for a new fire headquarters facility located on the former Badger Sheet Metal Site in Green Bay, WI. Our team will coordinate directly with Engberg Anderson and General Capital Group to ensure the fire departments need to work seamlessly with the mixed used portions of the facility.

Extreme care in coordinating the detailed issues of fire department response in collaboration with everyday users of the mixed-use development will be a top priority. We understand that we are designing and engineering a state-of-the-art fire station headquarters that the City of Green Bay can be proud of, but also coordination with the design of the mixed-use facility to have a cohesive environment where residents and fire fighters can coexist.

Our Schematic Design Phase scope outlined below will confirm the final program of the new building space as completed in the previous study phase. Careful review will begin in ensuring response driven circulation and response. Requirements for the various building systems (structural, architectural, interior design, mechanical, electrical, etc.) will be discussed and put into the overall package. Civil and Fire Protection systems will be designed by other partners and will not be included in our scope, however we will coordinate directly with these disciplines.

If you elect to proceed with the Design Development Phase, we will advance the preferred alternative building layouts determined in the Schematic Phase, and provide more refined building drawings, along with preliminary building system designs.

If you elect to proceed to the Final Design and Bid Phase, we will advance the Structural, Architecture, Interior Finish Packages and MEP drawings to completion, apply for DSPS approval and work with contractors brought forth by General Capital Group to ensure bidding requirements are met.

If you elect to proceed with the Construction Administration Phase, we will fulfil our services on behalf of the City through completion of this project, ensuring the design is constructed to the intent of the construction documents.

Based on our discussions, the following is our understanding of the project scope:

A. SCOPE OF WORK

TASK A - Design: Schematic Design Phase – 20% of Design fee

- 1) Work sessions between the owner and design team to:
 - a) Conduct stakeholders/department interviews to confirm individual space program needs, support space requirements, area adjacency requirements, security concerns, etc.
 - b) Prepare schematic options showing global space needs and adjacencies.
 - c) Coordinate with the selected Civil Engineer to evaluate potential building locations/orientation, utility service impacts, response time impacts, and parking/circulation impacts.
 - d) Review/discuss advantages and disadvantages of each option with Owner and select preferred floor plan and site plan alternatives for further refinement.
- 2) Evaluate potential building system options (structural, architectural, interiors, mechanical, electrical) and perform a very high-level design assessment to confirm their feasibility.
- 3) Advance the preferred building and site plans to the approximately 20% complete, preliminary design stage and prepare the following deliverables:
 - a) Preliminary Structural foundation plans, framing plans, sections and details.
 - b) Preliminary Architectural floor plans, elevations, sections, finishes, opening schedules, etc.
 - c) Mechanical system descriptions for HVAC, Plumbing and Electrical.
- 4) Assist others in a high-level, square foot-based budget opinion of probable project costs.
- 5) Meet with the client to review preferred plans, building system options and budget costs and determine the next course of action.
- 6) Coordinate with a qualified geotechnical firm (by others) to prepare a preliminary geotechnical investigation and work with the selected Structural Engineer to assess preliminary building foundation systems.
- 7) Coordinate with a qualified surveyor (by others) to perform a preliminary topographic survey of the site and prepare a base map for use in preliminary design.

TASK B - Design: Design Development Phase – 20% of Design fee

- 1) Prepare a Basis of Design Document for owner's review and concurrence including space program requirements, building code and system design requirements, site access, circulation and parking requirements, utility service requirements, energy efficiency requirements, etc.
- 2) Conduct preliminary discussions with utility service providers (electric, gas, water, sanitary sewer, etc.) to confirm service load requirements.

- 3) Perform building and zoning code review and meet with local building officials to confirm concurrence with building and site requirements.
- 4) Refine assessment of potential building structural, architectural, mechanical, electrical systems.
- 5) Evaluate potential energy savings funding options and incentives.
- 6) Meet with owner to review preliminary building plans, potential building system requirements and preliminary design budget costs and determine the next course of action.

TASK C - Design: Construction Document Phase – 40% of Design fee

Based on the approved Design Development drawings and opinion of probable construction costs for this project, perform the following:

- 1) Prepare updated building code review and code compliance drawings showing exiting requirements, fire separations, etc.
- 2) Attend eight (8) bi-weekly design meetings during an assumed four (4) month design duration with the Owner to review and coordinate the progress of design.
- 3) Prepare Construction Drawings and Technical Specifications suitable for bidding that describe the size and character of facility systems and materials for each of the following disciplines:
 - a) Structural
 - b) Architectural
 - c) Interior Finish Plans
 - d) HVAC
 - e) Plumbing
 - f) Electrical
- 4) Present final Construction Documents to the Owner for approval.

TASK D - Design: Bidding Phase – 5% of fee

- 1) Attend pre-bid meeting/site walk-thru and issue meeting minutes
- 2) Process RFI's and assist with assembling addendum
- 3) Attend a meeting with Owner to review bid recommendations and determine selected contractors.

TASK E - Design: Construction Administration Phase – 15% of Design fee

Based on the approved bids and approved selected contractors, perform the following:

- 1) Construction Kick-Off Meeting
 - a) The construction phase will be initiated by a Kick-Off meeting between the Owner, the Design Team and the successful Contractors. This meeting will set the parameters for the construction phase process and the expectations for all aspects of the work.
- 2) Construction Review and Observation
 - a) Attend bi-weekly construction meetings with the Owner, the Design Team, the Construction Manager and the successful Contractors to review and coordinate the progress of construction.

- b) Perform periodic, technical site visits at intervals appropriate to the stage of the Contractor's operations to determine if the project is being constructed in general conformance with the construction documents and the design intent. The following technical site visits have been assumed for an approximate Twelve (12) month construction duration:
 - 1. 24 architectural site visits.
 - 2. 2 structural site visits
 - 3. 2 mechanical site visits
 - 4. 2 electrical site visits
 - c) Site visit reports will be prepared and submitted to the Owner and Contractors, indicating the work performed that day, weather conditions, and noting any significant observations or decisions made while on site.
- 3) Requests for Information and Design Support
- a) Record and respond to Contractor Requests for Information (RFI).
 - b) Provide design responses to unanticipated or changed conditions.
 - c) Provide interpretation and clarification of design intent and make recommendations to the Owner regarding proposed changes.
- 4) Shop Drawings and Submittals
- a) The design team will work provide shop drawing and submittal review on a timely basis.
 - b) Shop drawings and submittals will be reviewed for general conformance with the construction documents and the design intent.
- 5) Contractor Pay Applications
- a) Review and certify the Contractor's monthly applications for payment and make appropriate recommendations.
- 6) Change Proposal Requests and Change Orders
- a) Prepare additional work proposal requests, change order documentation and supplemental design documentation.
- 7) Punch List
- a) Assist the Owner in determining the dates of Substantial Completion and Final Completion and prepare a punch list of outstanding contractor items at Substantial Completion.

B. ASSUMPTIONS

- 1) Professional services not outlined above are not included in this scope of services but could be included as additional services. Examples of these services include, but are not limited to, the following:
 - a) Civil, Structural and Fire Protection systems will be designed by other partners and will not be included in our scope of work.
 - b) Special Inspections and hazardous materials removal air monitoring.
 - c) Professional services associated with the LEED certification process, sustainability design, etc. and commissioning services
 - d) Surveying, geotechnical engineering, archeological and/or environmental testing, investigations and professional design services.
 - e) Design and detailing of major, publicly or privately owned utility relocations and/or upgrades.
 - f) Assistance with design and construction services related to furniture, fixtures and equipment (FF&E)
 - g) Colored renderings or 3D images of the building or site beyond those outlined above
 - h) Fast-Tracking or phasing of project deliverables

C. PROPOSAL FEE

We trust the above scope of work meets the project requirements. We are proposing to perform the scope of work presented in this proposal for a total fee of **\$1,035,000**. The proposed fee and breakdown of various phases for the project are detailed below.

Fee Notes:

- 1) The Design Services Fee will be broken down and invoiced in the following percentages allowing the client to review each task before pursuing the next phase:

TASK A - Schematic Design Phase	20% of Design fee
TASK B - Design Development Phase	20% of Design fee
TASK C - Construction Document Phase	40% of Design fee
TASK D - Bidding Phase	5% of Design fee
TASK E - Construction Administration Phase	15% of Design fee
- 2) Should Wendel be required to perform additional services beyond those outlined above, we shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 3) Our fee and schedule proposal are valid for 30 days. If we do not receive a signed notice to proceed before that date, we respectfully reserve the right to re-evaluate our proposal.

D. PROPOSED SCHEDULE

Milestone	Proposed Dates
Schematic Design	August 2025 to October 2025
Design Development	October 2025 to January 2026
Construction Documents	January 2026 to March 2026
Bidding	March/April 2026
Construction Phase	May/June 2026 construction with a duration of 12 months maximum.

Wendel anticipates starting work within five (5) days from written notice to proceed. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

E. TERMS

This proposal and the attached "Appendix A" Professional Services Terms and Conditions are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance/notice-to-proceed by signing and returning one (1) executed copy.

Sincerely,



Robert Krzyzanowski
Director of Emergency Services

Should Wendel's proposal be accepted, Wendel Architecture P.C., a State of Wisconsin licensed architectural firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Five Bugles Design" and we will refer to ourselves as Wendel and/or Five Bugles Design throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20_____

Print Name: _____

Signature: _____

Title: _____

RETURN TO:

Attn: Robert Krzyzanowski

E-mail: rkrzyzanowski@wendelcompanies.com

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement. If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and

PROFESSIONAL SERVICES TERMS AND CONDITIONS

agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

CONSTRUCTION PHASE SERVICES

SITE VISITS. Wendel shall make visits to the site at intervals appropriate to the various phases of construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and the specifications. Wendel shall not be required to make exhaustive or continuous on-site observations to check the quality of the construction work. Wendel does not guarantee the performance of any contractors. On the basis of on-site observations as a design professional, Wendel shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and promptly report to the Client (1) known deviations from the contract

PROFESSIONAL SERVICES TERMS AND CONDITIONS

documents, (2) known deviations from the most recent construction schedule submitted by the contractor, and (3) defects and deficiencies observed in the work.

CONSTRUCTION MEANS AND METHODS. Wendel is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. Wendel is not responsible for the contractor's failure to execute the work in accordance with the construction contract.

SHOP DRAWING REVIEW. If shop drawing review is included in the services, Wendel shall review shop drawings, samples, and other submissions of the contractor only for general conformance to design concept.

FAST TRACK. In the case of the Client requesting the fast-track and phased project delivery method in which design services overlap construction, and recognizing the inherent risks of fast tracking to the design professional, Wendel will not be responsible for any design changes, design omissions, coordination errors, delays, disruptions, damages, liabilities, additional costs or modifications to work already in place that may result from a decision to accelerate the design and construction process. As an additional service, Wendel will be compensated for all changes in services to modify, correct or adjust the construction documents and coordinate them with other disciplines in order to meet a project's scope, program cost or schedule requirements because of the Client's decision to design and build the project in a fast track manner.

OTHER CLAUSES

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Will Peters

AGENDA ITEM # E.4

Consideration with possible action on awarding \$1,000,000 of HOME-ARP funds and \$550,000 of HOME funds to General Capital Development LLC for the Fire Station Flats development to support the creation of affordable housing.

BACKGROUND

General Capital Development, LLC (“Developer”) is proposing to construct the Fire Station Flats, a newly constructed 85-unit affordable housing development located at 420 South Broadway. The proposed development will consist of the new construction of one, four-story elevatored building. Upon completion, the development will consist of 61, one bedroom/one bathroom units (716 square feet) and 24, two bedroom/one bathroom units (1,120 square feet) for a total of 85 units targeting residents of all ages. The Developer proposes to set aside all the units for residents earning 30, 50, 60, or 80 percent or less of the Brown County Area Median Income (“AMI”). Five of the units will be set aside specifically for individuals who are homeless or at risk of homelessness. In addition, eight units will be further layered with Section 8 project-based vouchers (“PBV”s) whereby tenants will pay 30 percent of their adjusted gross income.

Staff underwrote the project. A funding gap of \$2,225,000 still remains after the addition of HOME funds. Should the developer secure the funds to fill the remaining gap, the development is projected to perform.

Staff recommends awarding \$1,000,000 of HOME-ARP funds and \$550,000 of HOME funds to support the development of affordable housing contingent on the developer securing the remaining funding gap in the project.

RECOMMENDATION

To award \$1,000,000 of HOME-ARP funds and \$550,000 of HOME funds to General Capital Development LLC for the Fire Station Flats development to support the creation of affordable housing contingent on the Developer securing the remaining funding gap in the project.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.5

Consideration with possible action on a ground lease agreement with GenCap Green Bay Fire Station Apartments LLC for 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-947), subject to final legal review and approval.

BACKGROUND

In July 2025, the Redevelopment Authority (RDA) approved 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 Maple Street. General Capital has requested to execute the option through a subsidiary, GenCap Green Bay Fire Station Apartments LLC. Execution of the ground lease allows 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 2026; however, the developer would like the ability to start construction at an earlier date. Therefore, the Ground Lease has been requested to allow the development to proceed at the preferred timeline.

RECOMMENDATION

To approve the ground lease agreement with GenCap Green Bay Fire Station Apartments LLC for 420 S. Broadway, 402 S. Broadway, 421 Arndt Street, and portions of 419 Maple Avenue (Tax Parcels 3-569, 3-572, 3-574, 2-947), subject to final legal review and approval.

FISCAL IMPACT

The Ground Lease requires 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 tenant to pay for 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, and construction of the fire station. The Ground Lease will grant tenant 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. Ground Lease Final 09092025

GROUND LEASE

This **GROUND LEASE** (the “Lease”) dated as of September __, 2025 (the “Effective Date”), is entered into between **THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY**, a public body corporate and politic of the State of Wisconsin (“Landlord”) and **GENCAP GREEN BAY FIRE STATION APARTMENTS, LLC**, a Wisconsin limited liability company (“Tenant”, and together with Landlord collectively referred to herein as the “Parties”).

WITNESSETH:

In consideration of the rents reserved and covenants made herein, the sufficiency of which are acknowledged, Landlord and Tenant, for themselves, their permitted successors and assigns, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Lease, shall have the meanings set forth below:

“**Additional Rent**” shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

“**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant’s interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

“**Base Rent**” shall have the meaning set forth in Section 3.01 hereof.

“**Business Day**” shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or the Federal government.

“**CGL**” shall have the meaning set forth in Section 8.03 hereof.

“**City**” shall mean the City of Green Bay, Wisconsin

“**City’s Environmental Work**” shall have the meaning assigned to such term in the Development Agreement.

“**Commencement Date**” shall mean the date hereof.

“**Control**” shall mean the ownership of more than fifty percent (50%) of the outstanding voting ownership interests of the Person in question or the power to direct the management of the Person in question.

“**Date of Taking**” shall mean the earlier of the date, pursuant to the provisions of applicable State or Federal Law, on which: (a) actual possession of all or part of the Premises, as the case

may be, is acquired by the appropriate Governmental Authority; or (b) title to all or part of the Premises, as the case may be, is vested in the appropriate Governmental Authority.

“Depository” shall mean the Leasehold Mortgagee holding the Leasehold Mortgage having the highest priority. If there is no Leasehold Mortgagee, or if Leasehold Mortgagee declines to act as Depository, then the Depository shall mean a savings bank, savings and loan association, commercial bank, or trust company designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, to serve as Depository pursuant to an agreement reasonably acceptable to Landlord and Tenant.

“Development Agreement” means that certain Development Agreement among Landlord, Tenant and the City of Green Bay dated as of _____, 2025.

“Due Date” shall mean with respect to: (a) Base Rent and Additional Rent, the date on which such Base Rent or Additional Rent payment is due as provided in this Lease; and (b) any Imposition, the last date on which such Imposition can be paid without any fine, penalty, interest, or cost being added thereto or imposed by Law for the non-payment thereof.

“Effective Date” shall have the meaning set forth in the first paragraph of this Lease.

“Embargoed Person” shall have the meaning set forth in Section 25.02(a).

“Environmental Laws” shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

“Environmental Liabilities” shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind, based upon or required under Environmental Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Environmental Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Environmental Laws for Remedial Action or for any damages to natural resources; or (d) any other Remedial Actions required under Environmental Laws.

“Environmental Reports” shall mean [REDACTED].

“EPA Grant” shall have the meaning set forth in Section 2.02 hereof.

“EPA Grant Closeout” has the meaning set forth in Section 2.02 hereof.

“Executive Order” shall have the meaning set forth in Section 25.02(a) hereof.

“Expiration Date” shall mean the last day of the month in which occurs the ninetieth (90th) anniversary of the Commencement Date, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to Law.

“Event of Default” shall have the meaning set forth in Section 12.01 hereof.

“Fee Mortgage” shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee ownership interest of Landlord in the Land, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

“Fee Mortgagee” shall mean the holder of a Fee Mortgage.

“Governmental Authority or Governmental Authorities” shall mean the United States of America, the State of Wisconsin, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

“Hazardous Materials” shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

“Impositions” shall mean any and all: (a) property taxes of every kind and nature; (b) property assessments (whether general, special, business improvement district, or otherwise); (c) personal property taxes; (d) occupancy and rent taxes; (e) water, water meter, sewer rents, rates, and charges; and (f) any and all other governmental levies, fees, rents, assessments, or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto, which at any time during the Term are, or, if the Premises or any part thereof or the owner thereof were not exempt therefrom, would have been assessed, levied, confirmed, imposed upon, or would have become due and payable out of or in respect of, or would have been charged with respect to, the Premises (excluding any capital gains taxes imposed in connection with the execution of this Lease).

“Improvements” shall mean all buildings and other improvements now located, or hereafter erected, on the Land, together with all fixtures now or in the future installed or erected in or upon the Land.

“Indemnitees” shall have the meaning set forth in Section 9.01 hereof.

“Investor Members” shall have the meaning set forth in Section 12.03 hereof.

“**Land**” shall mean the parcel of land more particularly described on the attached Exhibit A. Pursuant to the Development Agreement, a certified survey map will be recorded with the Brown County Register of Deeds. Exhibit A shall be updated by the Parties to reflect the recording of the CSM.

“**Law**” or “**Laws**” shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

“**Leasehold Mortgage**” shall mean any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant’s interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof.

“**Leasehold Mortgagee**” shall mean the holder of a Leasehold Mortgage.

“**Legal Requirements**” shall mean all requirements of Law.

“**Liabilities**” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys’ fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

“**Managing Member**” means Green Bay Fire Station Apartments MM, LLC, a Wisconsin limited liability company.

“**Mortgagee Lease**” shall have the meaning set forth in Section 11.07 hereof.

“**Operating Agreement**” shall mean the Amended and Restated Operating Agreement of Tenant to be entered into between Managing Member and Investor Members.

“**Project**” shall have the meaning assigned to such term in the Development Agreement.

“**Patriot Act**” shall have the meaning set forth in Section 25.02(a) hereof.

“**Permitted Use**” shall mean the use of the Premises in accordance with all applicable Laws as a mixed use multifamily housing development consisting of up to 85 units of multifamily housing, a municipal fire station and a “Community Service Facility” as a such term is defined in Section 42(d)(4)(C)(iii) of the Internal Revenue Code of 1986, as amended from time to time, and/or other community serving uses.

“**Person**” shall mean any individual, corporation, partnership, firm, or other legal entity.

“**Personalty**” shall mean all machinery, equipment, appliances, furniture, and any other personal property of any kind or description owned or leased by Tenant or a Subtenant and located on the Premises.

“**Plans and Specifications**” shall have the meaning assigned to such term in the Development Agreement.

“**Premises**” shall mean the Land, together with any and all rights, privileges, easements, and appurtenances to the Land and any development rights.

“**Prevailing Party**” shall have the meaning set forth in Section 25.04 hereof.

“**Prohibited Person**” shall have the meaning set forth in Section 25.02(a) hereof.

“**RAP**” shall have the meaning assigned to such term in the Development Agreement.

“**Release**” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

“**Remedial Action**” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

“**Rent**” shall mean Base Rent and Additional Rent.

“**State**” shall mean the State of Wisconsin.

“**Subtenant**” shall mean any tenant, subtenant, licensee, or other occupant of space in the Improvements (other than Tenant).

“**Tenant Caused Release**” means any Release which was caused by the acts of Tenant and relates to Hazardous Materials that were introduced at the Premises after the Commencement Date.

“**Term**” shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date.

“**Transfer**” shall mean any transaction or series of transactions (including any assignment, transfer, issuance, or redemption of any ownership interest, or any merger, consolidation, or dissolution) that results in a change of Control of Tenant or any Person or entity which directly or indirectly Controls Tenant.

“**Transferee**” shall have the meaning set forth in Section 10.01 hereof.

ARTICLE II LEASE OF PREMISES; ACQUISITION OF IMPROVEMENTS

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the Commencement Date and end on the Expiration Date, subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date except as provided in this Lease. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, maintenance, and replacement of the Premises and the Improvements. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease. Notwithstanding the foregoing, the Landlord acknowledges that the City previously received a grant from the U.S. Environmental Protection Agency (the “EPA Grant”) to provide certain demolition and remediation activities on the Property unrelated to the Project. Landlord shall cause the City to perform all work within the scope of the EPA Grant at no expense to Tenant. Thereafter, Landlord shall cause the City to submit all documentation and perform all activities necessary to complete any reporting and close out procedures required by the documents and regulations governing the EPA Grant (the “EPA Grant Closeout”). In addition, Landlord shall cause the City to perform all of City’s Environmental Work, at no cost to Tenant, as set forth in the Development Agreement.

Section 2.03 Construction of Improvements. Subject to the conditions set forth in the Development Agreement, Tenant shall demolish the existing Improvements (subject to any obligation of Landlord to cause the City to demolish any existing Improvements as set forth in Section 2.02 above) and construct the Project pursuant to the Plans and Specifications and the terms of the Development Agreement. Tenant shall obtain any approval required for construction of the Project required by the Development Agreement. No approvals shall be required by to be obtained by Tenant from Landlord in connection with the construction of the Project except as may be required by the Development Agreement.

ARTICLE III BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent. Tenant covenants and agrees to pay base rent to Landlord in the amount of One Million Six Hundred Thousand Dollars for the Term of the Lease, payable by Tenant to Landlord in advance in on the Commencement Date (“Base Rent”).

Section 3.02 Rent Payable to Landlord.

(a) Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within twenty (20) days after written demand therefore from Landlord, unless a different time is specified in this Lease.

(b) All Base Rent and Additional Rent (such Additional Rent that is due and owing to Landlord pursuant to the terms and conditions of this Lease) shall be paid: (i) by good check drawn on an account at a bank in currency that at the time of payment is legal tender for public and private debts in the United States of America, made payable to Landlord at Landlord’s address set forth in Section 17.01 herein or to such other parties and at such other addresses as Landlord shall direct by notice to Tenant from time to time; (ii) by wire transfer of immediately available funds to an account at a bank designated in writing by Landlord; or (iii) by any other method reasonably designated in writing by Landlord.

(c) If any installment of Additional Rent (such Additional Rent that is due and owing to Landlord) is not paid within twenty (20) days of the applicable Due Date, Tenant shall pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount to Landlord in order to defray the expenses incident to handling such delinquent payments. Such payment shall be in addition to, and not in lieu of, any other remedy Landlord may have.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, including Impositions, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease.

ARTICLE IV PAYMENT OF IMPOSITIONS; REDUCTION OF ASSESSED VALUATION; UTILITIES

Section 4.01 Payment of Impositions.

(a) During the Term of this Lease, Tenant shall pay or shall cause to be paid all Impositions directly to the Governmental Authority charged with the collection thereof. Each Imposition, or installment thereof, during the Term shall be paid prior to the Due Date thereof. However, if, by Law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, together with applicable interest, if any, provided that all such installment payments together with applicable interest, if any, relating to periods prior to the Expiration Date shall be made prior to the Expiration Date. Tenant shall promptly notify Landlord if Tenant shall have elected to pay any such Imposition in installments.

(b) Tenant shall, within ten (10) days following each Due Date, furnish to Landlord official receipts of the appropriate Governmental Authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of such Impositions.

(c) Tenant shall not be required to pay municipal, state, or federal income, gross receipts, inheritance, estate, succession, profit, capital, or transfer gains taxes of Landlord, or any corporate franchise tax imposed upon Landlord or any transfer or gains tax imposed on Landlord.

(d) Any Imposition relating to a period, a part of which is included within the Term and a part of which is included in a period of time before the Commencement Date or after the Expiration Date shall be apportioned between Landlord and Tenant as of the Commencement Date or Expiration Date (other than an Expiration Date arising by reason of Tenant's default), as the case may be, so that Tenant shall pay only that portion of such Imposition which that part of such fiscal period included in the period of time after the

Commencement Date or before the Expiration Date bears to such fiscal period, and Landlord shall pay the remainder thereof.

(e) Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of this ARTICLE IV, payment of such Imposition shall be postponed if, and only as long as:

(i) neither the Premises nor any part thereof, or interest therein or any income therefrom (except to the extent covered by security deposited in accordance with this Section 4.01(e)) would by reason of such postponement or deferment, be, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost or subject to any lien, encumbrance, or charge, and neither Landlord nor Tenant would by reason thereof be subject to any civil or criminal liability;

(ii) Tenant shall have deposited with Depository cash or a letter of credit in a form and from an issuer reasonably satisfactory to Landlord in the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings, or such other security as shall be reasonably satisfactory to Landlord; and

(iii) no Event of Default has occurred and is continuing (in which event only Landlord may commence such proceedings but shall have no obligation to do so).

(f) Upon the termination of such proceedings, it shall be the obligation of Tenant to pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including reasonable attorneys' fees and disbursements), interest, penalties, or other liabilities in connection therewith. Upon such payment, Depository shall return, with interest, if any, any amount deposited with it as aforesaid; provided, however, that Depository at Tenant's request or upon Tenant's failure to do so in a timely manner, at Landlord's request, shall disburse said moneys on deposit with it directly to the Governmental Authority to whom such Imposition is payable and any remaining monies, with interest, if any, shall be returned promptly to Tenant.

(g) Landlord shall not be required to join in any proceedings referred to in this ARTICLE IV unless the provisions of any Law at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and reasonably cooperate in such proceedings or permit the same to be brought in its name but shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings, including reasonable attorneys' fees and disbursements.

(h) In the event that a Leasehold Mortgagee shall require Tenant to deposit funds with such Leasehold Mortgagee to ensure payment of Impositions, any amount so deposited by Tenant with such Leasehold Mortgagee shall be credited against the amount, if any, which Tenant would otherwise be required to deposit under this Section 4.01.

(i) If there shall be any refunds or rebates on account of any Impositions paid by Landlord or Tenant, such refund or rebate shall belong to the party that paid the Imposition.

Section 4.02 Reduction of Assessed Valuation. Subject to the provisions of any Leasehold Mortgage and the Development Agreement, Tenant may, at Tenant's sole cost and expense, endeavor from time to time to reduce the assessed valuation of the Premises for the purpose of reducing the Impositions payable by Tenant. Landlord agrees to offer no objection to such contest or proceeding (except to the extent such contest is prohibited pursuant to the terms of the Development Agreement) and, at the request of Tenant, to reasonably cooperate with Tenant in pursuing such contest or proceeding, but without expense to Landlord. Tenant agrees to indemnify and hold Landlord harmless from all Liabilities arising by reason of or in connection with any such contest or proceeding. If all any part of an Imposition is refunded to either Landlord or Tenant (whether through cash payment or credit against Impositions), the party who paid the Imposition to which the refund relates shall be entitled to such refund to the extent such refund relates to any Imposition paid by such party.

ARTICLE V PERMITTED USE

Section 5.01 Permitted Use.

(a) Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use.

(b) Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful, illegal, or extra hazardous business, use, or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any Laws, or which may make void or voidable any insurance then in force on the Premises. Tenant shall take, promptly upon the discovery of any such unpermitted, unlawful, illegal, or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use.

ARTICLE VI OPERATION OF THE PREMISES

Section 6.01 Tenant's Operation of the Premises. Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 6.02 Mechanics' Liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect,

or engineer. Landlord shall keep its interest in the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer.

Section 6.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

Section 6.04 Ownership of Improvements & Premises. Notwithstanding anything to the contrary set forth herein, it is the intent of Landlord and Tenant for federal income tax purposes, that Tenant shall be the owner of the Improvements. All furniture, fixtures and equipment purchased by Tenant shall be owned by Tenant. During the Term, Tenant alone shall be entitled to all of the federal tax attributes of ownership of the Improvements and Premises and all furniture and other personal property owned or leased by Tenant, located at the Land and used in the operation of the Improvements acquired (or leased) by Tenant, including, without limitation, the right to claim depreciation or cost recovery deductions. The parties agree to treat this Lease in a manner consistent with this intention, including filing all federal income tax returns and other reports consistent with such treatment. The Landlord will not claim tax credits, depreciation or any other federal income tax benefits with respect to the Improvements, or take any action which is inconsistent with this provision.

ARTICLE VII MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 7.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, keep and maintain the Premises and Improvements in good order and condition, ordinary wear and tear excepted. Tenant shall not permit any material waste of the Premises. Tenant shall keep the entire Premises, including adjoining sidewalks, substantially free of any accumulation of dirt, rubbish, snow, and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

Section 7.02 Alterations. Provided that no Event of Default has occurred and remains uncured under this Lease, Tenant may, at its sole cost and expense, alter, repair, modify, improve, remodel, restore, remove, raze, and demolish the Improvements from time to time as Tenant elects, in its sole and absolute discretion, any Improvements upon the Premises, provided that the foregoing: (a) are made in compliance with all Laws; (b) are completed in accordance with generally accepted construction standards; and (c) do not materially diminish the value of the Premises. Tenant shall obtain all approvals and consents required by the Development Agreement in connection with the initial construction of the Project. Tenant shall not construct any additional improvements on the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld but may be conditioned upon, without limitation: (i) Tenant providing to Landlord written evidence that Tenant has sufficient funds available to it to complete such construction; (ii) Landlord's review of the design, plans, and construction contracts relating to such construction; and (iii) Tenant providing to Landlord copies of all approvals required by all applicable Governmental Authorities.

ARTICLE VIII INSURANCE

Section 8.01 Insurance. It is the intent of the parties that all risk of loss for the Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Landlord otherwise agrees in its sole discretion, Tenant shall maintain, or cause to be maintained, insurance covering the risks enumerated below and insurance of the types and in the minimum amounts required by the Development Agreement. The premiums for such insurance shall be paid by Tenant. The policy shall provide that: (a) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Landlord to itself or its officers, officials, or employees; (b) such insurance shall not be altered or cancelled without thirty (30) days' written notice to Landlord; (c) such insurance shall name Landlord as an additional insured; (d) any Fee Mortgagee and Leasehold Mortgagee shall be named as: (i) a loss payee or mortgagee on Tenant's property damage insurance policy under a standard mortgagee clause; and (ii) an additional insured on Tenant's liability insurance policies. The insurance policies purchased by Tenant must be issued by a company authorized to conduct business in the State or by a company acceptable to the Landlord and which has a rating of A- or better by A.M. Best.

Section 8.02 Property/Business Interruption. Tenant shall, at its sole cost and expense:

(a) From and after the commencement of construction activities on the Premises, keep the Improvements insured against loss or damage by fire, windstorm, earthquake, and such other, further and additional risks as now are or hereafter may be covered by the ISO special cause of loss form in an amount equal to the full replacement cost of the Improvements from time to time; and

(b) From and after the commencement of construction activities on the Premises, maintain business interruption insurance covering loss of revenues or other income by Tenant by reason of total or partial suspension of, or interruption in, the operation of the Premises and/or Improvements caused by damage or destruction in an amount sufficient to meet rent payments and other recurring payments under this Lease.

Section 8.03 Public Liability. At all times during the Term of this Lease, Tenant shall maintain a primary commercial general liability insurance ("CGL") policy covering all claims for bodily injury, personal injury (naming Landlord as an additional insured) and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy or policies must be on an "occurrence" basis unless waived by the Landlord. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier.

Section 8.04 Delivery of Insurance Certificates. Upon the commencement of this Lease and at each policy renewal date, Tenant shall furnish to Landlord, any Fee Mortgagee, and any Leasehold Mortgagee, at the addresses set forth in Section 17.01 of this Lease, insurance certificates or renewal certificates evidencing all insurance required to be carried by Tenant in accordance with the Lease. Such certificates or policies shall name Landlord as an insured and

shall name any Fee Mortgagee and Leasehold Mortgagee as mortgagee and loss payee, in accordance with the requirements contained in this ARTICLE VIII. The insurance certificate must document that the liability insurance coverage purchased by the Tenant includes contractual liability coverage to insure the indemnity agreement as stated.

Section 8.05 Insurance Requirements for Subtenants and Contractors. Tenant also shall require the Persons described below to carry the following insurance:

(a) Tenant shall require all its non-residential Subtenants to:

(i) maintain customary insurance required of tenants in similar properties;

(ii) include Landlord and Tenant as additional insureds on their commercial general liability policies (or equivalent policies);

(iii) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant; and

(iv) include any Fee Mortgagee and Leasehold Mortgagee as: (A) a loss payee or mortgagee on each Subtenant's property damage insurance policy under a standard mortgagee clause; and (B) an additional insured on each Subtenant's liability insurance policies.

(b) Tenant shall require all its Subtenants' contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials, or labor to all or any portion of the Premises to:

(i) include Landlord and Tenant as additional insureds in their commercial general liability policies; and

(ii) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant.

ARTICLE IX INDEMNIFICATION

Section 9.01 Indemnification. Tenant hereby releases and agrees to indemnify and hold harmless Landlord and all of its trustees, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the "Indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any negligent act or omission or intentional misconduct on the part of Tenant, its agents, employees, or others working at the direction of Tenant or on its behalf. In case any action or proceeding is brought against Landlord by reason of any claim mentioned in this ARTICLE IX, Tenant, upon notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding in Landlord's

name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, or otherwise by counsel approved by Landlord. Landlord agrees to give Tenant prompt notice of any such claim or proceeding. This indemnification is binding on the successors and assigns of the Tenant, and this indemnification survives the expiration or earlier termination of the Lease, or the dissolution or, to the extent allowed by Law, the bankruptcy of Tenant. This indemnification does not extend beyond the scope of this Lease, and does not extend to claims exclusively between the undersigned parties arising from the terms, or regarding the interpretation of, this Lease.

ARTICLE X ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 10.01 Assignment, Transfer. Provided that no Event of Default has occurred and remains uncured under this Lease, Tenant shall have the right, subject to the applicable provisions of this ARTICLE X, without the consent of Landlord, to enter into an Assignment or Transfer with a Person (hereinafter called the “Transferee”) provided that: (a) the Transferee is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding; and (b) the Transferee assumes all of Tenant’s obligations under this Lease thereafter arising and Landlord is provided with a fully executed copy of the assignment and assumption agreement. Tenant will give Landlord written notice of any proposed Assignment or Transfer at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed Transferee, and a copy of the proposed assignment and assumption agreement (which shall include an acknowledgment that following said Assignment or Transfer, Tenant will remain fully responsible for all obligations under this Lease). If Tenant’s interest in this Lease is assigned in violation of the provisions of this ARTICLE X, such Assignment shall be void and of no force and effect against Landlord. Neither any Assignment, Transfer, nor any subleasing, occupancy, or use of the Premises or any part thereof by any Person, nor any collection of Rent by Landlord from any Person other than Tenant, nor any application of any such Rent shall, in any circumstances, relieve Tenant of its obligations under this Lease on Tenant’s part to be observed and performed. Notwithstanding anything to the contrary contained herein, the following shall be permitted without Landlord consent and shall not constitute an Event of Default: (i) the transfer of any membership interest in the Tenant in accordance with the terms of the Operating Agreement, or (ii) the removal and replacement of the managing member of the Tenant in accordance with the Operating Agreement.

Section 10.02 Subleases.

(a) Tenant shall have the right, subject to the applicable provisions of this ARTICLE X, without the consent of Landlord, to enter into Subleases with residential tenants for apartment units, and with any Person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding for non-residential portions of the Project, for the uses permitted by this Lease.

(b) Tenant shall not, without Landlord’s prior written consent, amend or modify any Sublease in a manner which would cause such Sublease (as amended or modified) to violate the provisions of this ARTICLE X and Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the full execution and delivery thereof, a true and complete copy of any executed non-residential Sublease or any material amendment and modification thereto.

Section 10.03 Copies to Landlord. Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the effective date of an Assignment, a fully executed copy of the instrument of assignment and assumption.

Section 10.04 Assignment to Leasehold Mortgagee. Any other provisions of this Lease to the contrary notwithstanding, Tenant, and its permitted successors and assigns, shall have the right to Transfer this Lease or any interest herein or any right or privilege appurtenant hereto which Tenant desires to Transfer to a Leasehold Mortgagee, to the extent permitted in ARTICLE XI of this Lease. Landlord agrees to recognize any Leasehold Mortgagee as Tenant for the performance of all duties and obligations arising due to the interest of this Lease being so Transferred; provided, however, it is hereby agreed and acknowledged by Landlord and Tenant that Tenant and its permitted successors and assigns shall not be relieved of its liability for the performance of such duties or obligations by any such Transfer.

Section 10.05 Purchase Option. Commencing on the day after the date on which EPA Grant Closeout has been achieved ("Purchase Option Date"), and for the remainder of the Term ("Purchase Option Period"), the Tenant shall have the option to purchase the entire Premises (the "Purchase Option") from Landlord at a price equal to \$1 (with Landlord being entitled to retain the entire Base Rent). Tenant may exercise the Purchase Option by notifying Landlord in writing of its intent to exercise the Purchase Option (the "Exercise Notice") at any time during the Purchase Option Period. Closing of the sale of the Premises pursuant to the exercise of the Purchase Option shall occur within forty-five (45) days after the date of the Exercise Notice or at such other time as is mutually agreed to by Landlord and Tenant. At closing, Developer shall convey title to the Premises subject to all matters of record existing on the Effective Date and matters created by and arising through Tenant, but not subject to any mortgages or other recorded monetary liens and shall convey to Developer, its right title and interest in this Lease. Developer shall convey the Premises in its "AS IS" condition without any warranties or representations whatsoever (except Landlord's warranties set forth in Section 19.01 of the Lease), and Tenant shall obtain at its expense any title insurance it desires in connection with the conveyance. Landlord and Tenant shall execute and deliver to one another at closing such documents as are customary in connection with a sale of property similar to the Premises and the costs and expenses of closing will be paid by Landlord and Tenant in accordance with customary practices for similar transactions.

Section 10.06 Condominium. Tenant may submit its interest in the Premises and the Improvements to a condominium form of ownership in accordance with the terms of the Development Agreement.

Section 10.07 Transfers by Landlord. Landlord shall not convey the Premises during the Term of this Lease or assign its interest in this Lease.

ARTICLE XI FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 11.01 Fee Mortgages. Landlord shall not mortgage its fee interest in the Premises.

Section 11.02 Mortgaging of the Leasehold. Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's

prior consent, provided that: (a) no Event of Default has occurred and remains uncured under this Lease; and (b) all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease and to all rights and interests of the Landlord therein.

Section 11.03 Consent to Amendment. There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagees. Notwithstanding the foregoing (but, in any event, subject to a Leasehold Mortgagee's curative rights set forth in Section 11.06 and Section 11.07 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms.

Section 11.04 Notices to Leasehold Mortgagees. Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on all Leasehold Mortgagees (provided Landlord has been notified in writing of the identity and address of such Leasehold Mortgagees). Any Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, a Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to a Leasehold Mortgagee shall be provided as set forth in ARTICLE XVII of this Lease.

Section 11.05 Curative Rights of Leasehold Mortgagees. In addition to the rights granted to Leasehold Mortgagees under Section 11.04 hereof, each Leasehold Mortgagee shall have an additional period of forty-five (45) days to remedy or cause to be remedied any default of which it receives notice.

Section 11.06 Limitation Upon Termination Rights of Landlord. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, a Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than thirty (30) days from the expiration of the forty-five (45) day period specified in Section 11.05 hereof. If at the end of such period, such Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, the time for such Leasehold Mortgagee to comply with the provisions of this Section 11.06 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

Section 11.07 Mortgagee Lease. Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagees, Landlord will enter into a lease (the "Mortgagee Lease") of the Premises with a Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

- (a) Such Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within ten (10) days after the date of termination and shall, within ten (10) days after its receipt from Landlord of a written statement of all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the

exception of sums due by reason of Tenant's indemnification obligations set forth in Section 9.01).

(b) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease.

(c) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Improvements thereon as Tenant had under this Lease.

Section 11.08 Agreement Between Landlord and Leasehold Mortgagee. Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) agreeing to all the provisions of this ARTICLE XI, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

Section 11.09 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

Section 11.10 Priorities of Multiple Leasehold Mortgagees. If more than one (1) Leasehold Mortgagee desires to exercise any rights or remedies afforded to Leasehold Mortgagees under this Lease, then the party against whom such right or remedy is to be exercised shall be required to recognize either: (i) only the Leasehold Mortgagee that desires to exercise such right or remedy and whose Leasehold Mortgage is most senior (as against other Leasehold Mortgages); or (ii) such other Leasehold Mortgagee as all Leasehold Mortgagees have designated in writing to exercise such right or remedy. Priority of Leasehold Mortgages shall be conclusively evidenced by (in order of precedence of application): (a) written agreement (or joint written instructions) by all Leasehold Mortgagees; or (b) a report or certificate of a title insurance company licensed to do business in the state where the Premises is located. Neither Tenant nor Landlord shall be obligated to determine the relative priorities of any Leasehold Mortgagee. For any right or remedy under a Leasehold Mortgage that by its nature or under this Lease can be exercised by only one (1) Leasehold Mortgagee (such as the right to a Mortgagee Lease), pending the determination of priority, any time period that applies to Leasehold Mortgagee's exercise of such right or remedy shall be tolled.

ARTICLE XII DEFAULT; REMEDIES

Section 12.01 Events of Default. Each of the following events shall be an event of default ("Event of Default"):

(a) If Tenant shall fail to pay any item of Rent, or any part thereof, when the same shall become due and payable and such failure shall continue for thirty (30) days after notice from Landlord to Tenant.

(b) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of sixty (60) days after notice thereof by Landlord to Tenant specifying such failure; provided, however, that if the nature of Tenant's default is such that more than sixty (60) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such sixty (60) day period and thereafter diligently pursues such cure to completion.

(c) If Tenant shall make an assignment for the benefit of creditors.

(d) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors which is not dismissed within ninety (90) days.

Upon the occurrence of an Event of Default, Landlord may, at its option, give notice to Tenant of the termination of this Lease and, and subject to the rights of Leasehold Mortgagees contained in this Lease, upon such notice this Lease, the Term, and Tenant's estate shall terminate (whether or not the Commencement Date shall have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease. Notwithstanding the foregoing, Tenant shall remain liable for any damages as provided in this Lease and Landlord may enforce any of the remedies provided in Section 12.02.

Notwithstanding anything to the contrary contained herein, Landlord shall not terminate this Lease without the prior written consent of the Investor Member before the termination of the 15-year tax credit compliance period described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

Section 12.02 Remedies. If this Lease is terminated pursuant to Section 12.01, or if Landlord reenters or obtains possession of the Premises by summary proceedings or any other legal action or proceeding or by any other legal act (without liability or obligation to Tenant or any Subtenant or any other occupant of the Premises), all the following provisions shall apply:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition, and repair, reasonable wear and tear and damage that Tenant is not obligated under the terms of this Lease to repair excepted.

(b) Tenant shall promptly pay to Landlord all Rent payable to the date on which this Lease is terminated or the date on which Landlord reenters or obtains possession of the Premises.

(c) Tenant shall be liable for and shall pay to Landlord, as damages, any deficiency between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents

collected under any reletting for any part of such period (first deducting from the rents collected under any such reletting all of the payments to which Landlord is entitled pursuant to Section 12.02(d)).

(d) Landlord may: (i) repair and alter the Premises in such manner as Landlord may deem reasonably necessary or advisable (and may apply to the foregoing all funds, if any, then held by Depository pursuant to this Lease without relieving Tenant of any liability under this Lease or otherwise affecting any such liability); (ii) let or relet the Premises or any parts thereof for the whole or any part of the remainder of the Term or for a longer period, in Landlord's name or as agent of Tenant, and out of any rent and other sums collected or received as a result of such reletting Landlord shall: (A) first, pay to itself the reasonable cost and expense of terminating this Lease, re-entering, retaking, repossessing, completing construction, and repairing or altering the Premises, or any part thereof, and the cost and expense of removing all persons and property therefrom, including in such costs brokerage commissions, legal expenses, and reasonable attorneys' fees and disbursements; (B) second, pay to itself the reasonable cost and expense sustained in securing any new tenants and other occupants, including in such costs brokerage commissions, legal expenses, and reasonable attorneys' fees and disbursements and other expenses of preparing the Premises for reletting, and, if Landlord shall maintain and operate the Premises, the reasonable cost and expense of operating and maintaining the Premises; and (C) third, pay to itself any balance remaining on account of the liability of Tenant to Landlord. Landlord in no way shall be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due on any such reletting, and no such failure to relet or to collect rent shall operate to relieve Tenant of any liability under this Lease or to otherwise affect any such liability. Notwithstanding the foregoing, Landlord shall have no duty or obligation whatsoever to relet all or any portion of the Premises or to mitigate its damages hereunder.

(e) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Tenant of the applicable provisions of this Lease or to recover damages for breach thereof. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 12.03 Investor Member Right to Cure. Landlord, upon serving Tenant with any notice of default or termination, shall (provided Landlord has been notified in writing of the identity and address of Investor Members) simultaneously serve a copy of such notice to any investor member admitted to Tenant in connection with the allocation of low-income housing tax credits to the Project (together with their successors and assigns, the "Investor Members") during any period in which such Investor Members are a member of Tenant. Any Investor Member shall then have the right, but not the obligation, for the same period of time after service of the notice

on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Investor Member as if it had been done by Tenant. Any notice required to be given to Investor Member shall be provided as set forth in ARTICLE XVII of this Lease.

ARTICLE XIII EXPIRATION OR TERMINATION

Section 13.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through, or under Tenant (with the exception of the rights of Leasehold Mortgagees arising under ARTICLE XI and the rights of Landlord arising under Section 12.02), shall immediately cease and terminate, and the Premises and all Improvements located thereon shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time. Tenant agrees, at the termination of this Lease, to surrender unto Landlord, all and singular the Premises with any then-existing Improvements located thereon in such condition as is required under this Lease.

Section 13.02 Prepaid Items Assigned. Upon the expiration of the Term of this Lease, or upon the prior termination of this Lease from any cause, all expense items prepaid by Tenant with respect to operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, any tax and utility deposits, shall inure to the benefit of and become the property of Landlord, and to this extent Tenant does hereby transfer, assign, and convey any such prepaid expense items to Landlord.

Section 13.03 Early Termination Right. This Lease shall automatically terminate upon termination by Tenant of the Development Agreement pursuant to section VI.C. of the Development Agreement. Upon any such termination, Landlord and Tenant shall have no further obligations to each other pursuant to the Lease except such obligations as expressly survive termination of the Lease. Notwithstanding anything to the contrary set forth in this Lease, upon any such termination Tenant shall have no obligation to undertake any Remedial Action nor shall Tenant be responsible for any Environmental Liabilities or have any obligation to indemnify and hold harmless City, RDA or their respective agents, officials, employees, representatives, successors and assigns except to the extent necessitated by or arising from a Tenant Caused Release.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.01 Damage and Destruction. If the Premises and Improvements, or any portion thereof, are damaged or destroyed by fire or other casualty, unless Tenant elects to terminate this Lease as provided below in this Section 14.01, Tenant shall repair, restore, and reconstruct the damaged or destroyed Improvements to the extent feasible using insurance proceeds made available therefor, but subject in all respects to the provisions of Section 7.02 of

this Lease. In the event Tenant chooses not to elect to terminate this Lease, Base Rent and real property taxes shall not abate. If the cost to repair, restore or replace such damaged or destroyed Improvements exceeds thirty percent (30%) of the then replacement value of the entire Improvements, and if the damage or destruction occurs within the last ten (10) years of the Term, Tenant may, to be evidenced by written notice to Landlord within one hundred twenty (120) days after the occurrence of such damage or destruction, elect to terminate this Lease effective as of the date of the damage or destruction. Tenant shall be entitled to all proceeds of insurance on policies covering such damage or destruction. If Tenant elects to terminate this Lease pursuant to this Section 14.01, Tenant shall, at its expense, either leave the remaining undamaged portion of the Improvements as is on the Land or demolish such remaining undamaged portion of the Improvements and remove all debris thereof from the Land, and the parties shall thereafter be released from any further liability under this Lease. For the avoidance of doubt, Landlord shall not be entitled to any insurance proceeds awarded insofar as such amounts relate to the Improvements, Personalty, or otherwise in connection with Tenant's or a Subtenant's loss of profits or relocation expenses.

ARTICLE XV CONDEMNATION

Section 15.01 Total Taking.

(a) If all or substantially all the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation, eminent domain, or by agreement among Landlord, Tenant, and those authorized to exercise such right, the Term shall terminate on the Date of Taking and the Rent payable by Tenant hereunder shall be equitably apportioned as of the date of such taking.

(b) If all or substantially all of the Premises shall be taken or condemned as provided in Section 15.01(a), Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration the fact that Landlord's interest in the Premises is limited to the fee interest in the Land (exclusive of the Improvements), as encumbered by this Lease, and, upon the expiration of the Term, a reversionary interest in the Premises and the Improvements. If the condemning authority does not make separate awards to Landlord and Tenant, Landlord and Tenant agree that any such award will be allocated on a proportionate basis. Notwithstanding the foregoing, if required by a Leasehold Mortgagee, Tenant's proportionate share of the award shall be distributed to the senior Leasehold Mortgagee to be disbursed in accordance with its Leasehold Mortgage, and once such lien is satisfied, thereafter to the holder of the Leasehold Mortgage next in lien priority until each encumbrance is satisfied, and, upon payment in full of the Leasehold Mortgages, the balance shall be payable to Tenant. If there be any dispute as to which portion of the award is attributable to the Land and which portion is attributable to the Improvements, such dispute shall be resolved by arbitration (unless the condemning authority or a court of competent jurisdiction has made such determination, in which case its determination shall

control). For the avoidance of doubt, Landlord shall not be entitled to any proceeds awarded insofar as such amounts relate to the Improvements, Personalty, or otherwise in connection with Tenant's or a Subtenant's loss of profits or relocation expenses.

(c) Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 15.02 Partial Taking. If less than substantially all of the Premises shall be so taken, this Lease and the Term shall continue as to the portion of the Premises remaining without diminution of any of Tenant's obligations hereunder. In the event of any taking pursuant to this Section 15.02, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, taking into consideration the fact that Landlord's interest in the Premises is limited to the fee interest in the Land (exclusive of the Improvements), as encumbered by this Lease, and, upon the expiration of the Term, a reversionary interest in the Premises and the Improvements. If the condemning authority does not make separate awards to Landlord and Tenant, Landlord and Tenant agree that any such award will be allocated on a proportionate basis. Tenant's share of such award shall be paid to Depository. Subject to the provisions and limitations in this Section 15.02, Depository shall make available to Tenant as much of that portion of the award actually received and held by Depository, if any, less all necessary and proper expenses paid or incurred by Depository, the Leasehold Mortgagee most senior in lien and Landlord in the condemnation proceedings, as may be necessary to pay the cost of restoration of the part of the Premises remaining that Tenant elects, in its sole and absolute discretion, to restore. Such restoration shall be done in accordance with and subject to the provisions of ARTICLE XIV. Payments to Tenant as aforesaid shall be disbursed in the manner and subject to the conditions set forth in ARTICLE XV. Any balance of the award held by Depository and any cash and the proceeds of any security deposited with Depository remaining after completion of the restoration shall be paid to Tenant. Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 15.03 Depository. With respect to any restoration required by the terms of Section 15.02, the cost of which exceeds the balance of the condemnation award after payment of the expenses set forth in Section 15.02, then, prior to the commencement of such restoration, Tenant shall deposit with Depository a bond, cash, or other security reasonably satisfactory to Landlord in the amount of such excess, to be held and applied by Depository in accordance with the provisions of Section 15.02, as security for the completion of the restoration.

Section 15.04 Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full the Rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payments for such use; provided, however, that if the taking is for a period extending beyond the Term, such award or payment shall be apportioned between Landlord and Tenant as of the Expiration Date.

Section 15.05 Negotiated Sale in Lieu of Condemnation. In the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

Section 15.06 Participation in Condemnation Proceeding. Landlord, Tenant, and any Leasehold Mortgagee shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials, and appeals in respect thereof.

Section 15.07 Rights of Tenant and Subtenants to File Claims. Notwithstanding anything to the contrary contained in this ARTICLE XV, in the event of any permanent or temporary taking of all or any part of the Premises, Tenant and its Subtenants shall have the exclusive right to assert claims for all Improvements, Personalty, and any other trade fixtures and personal property so taken which were the property of Tenant or its Subtenants and for relocation expenses of Tenant or its Subtenants, and all awards and damages in respect thereof shall belong to Tenant and its Subtenants, and Landlord hereby waives any and all claims to any part thereof.

ARTICLE XVI ESTOPPEL CERTIFICATES

Section 16.01 Estoppel Certificates. Landlord and Tenant will execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).
- (b) The dates through which the Rent under this Lease has been paid.
- (c) The amount of the Rent then payable.
- (d) That no notice has been given by Landlord to Tenant of any Event of Default under this Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Leasehold Mortgagee or Fee Mortgagee, or by any prospective assignee of an interest under this Lease or by any prospective subtenant of all or any portion of the Premises.

ARTICLE XVII NOTICES

Section 17.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered

mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

Landlord: The Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, Wisconsin 54301
Attn: Executive Director

Tenant: GenCap Green Bay Fire Station Apartments, LLC
6938 N. Sanat Monica Boulevard
Fox Point, WI 53217
Attn: David Weiss

With a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XVIII HOLDING OVER

Section 18.01 Holding Over by Tenant. Tenant shall not use or remain in possession of the Premises after the expiration of sooner termination of this Lease.

ARTICLE XIX COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 19.01 Landlord Representations and Warranties. To the best of Landlord's knowledge, and except as otherwise disclosed in writing to Tenant in any Environmental Reports: (a) there are no storage tanks located on the Premises, either above or below ground; (b) the Premises has not been used as a landfill or as a dump for garbage or refuse; and (c) Landlord has not received any actual notice that any governmental authority has determined that there are any violations of Environmental Laws at the Premises which have not been cured to the satisfaction of such governmental authority.

Section 19.02 Compliance with Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's business and activities on

or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do or permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do or permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for any Tenant Caused Release and for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 19.03 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation, to take Remedial Action when required by Law and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law; provided, however, Tenant shall have no obligations with respect to matters which are expressly obligation of Landlord pursuant to Section 2.02 and Section 19.04 of this Lease.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required; provided however, Tenant shall have no obligations with respect to matters which are expressly obligation of Landlord pursuant to Section 2.02 and Section 19.04 of this Lease.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

Section 19.04 Landlord's Obligations and Indemnity. During the Term of this Lease, Landlord shall not cause or knowingly permit any Hazardous Materials to be brought upon, kept, used or produced in or about the Premises by Landlord, its agents, employees, contractors, or invitees. Landlord shall indemnify, defend, protect and hold Tenant, any Leasehold Mortgagee and their respective partners, members, shareholders, trustees, directors, officers, agents and employees (collectively, the "Tenant Indemnitees"), free and harmless from and against any and

all claims, actions, causes of actions, liabilities, obligations, damages, losses, forfeitures, penalties, charges, costs, and expenses (including but not limited to the cost of any investigation of site conditions and any and all clean-up, remediation, removal, abatement, containment and/or restoration performed by any Person in connection therewith that is required by any governmental authority because of the Hazardous Materials) (collectively, “Claims”), including without limitation Claims for death or injury to any person or damage to any property whatsoever, diminution in value of the Premises, damages for the loss or restriction on use of the Premises, sums paid in settlement of Claims, reasonable attorneys’ fees, consultant fees and expert fees (i) arising from any breach of Landlord’s representations or warranties in Section 19.01 of this Lease, (ii) caused in whole or part, directly or indirectly, by Hazardous Materials on, under or about the Premises, to the extent such Hazardous Materials were introduced on to the Premises by the Landlord, or (iii) arising from the failure of Landlord to complete or cause to be completed City’s Environmental Work in accordance with the requirements of the EPA Grant and the RAP,. This Section shall survive the expiration, cancellation or termination of this Lease.

ARTICLE XX BROKERS

Section 20.01 Brokers. Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker in connection with this Lease. Landlord and Tenant shall each indemnify and hold harmless the other from and against any and all claims for any brokerage fee or commission with respect to this Lease transaction by any broker with whom either Landlord or Tenant has dealt with or is alleged to have dealt with. The provisions of this Section 20.01 shall survive any termination of this Lease.

ARTICLE XXI NO IMPAIRMENT OF LANDLORD’S TITLE

Section 21.01 No Impairment of Landlord’s Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord’s title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XXII QUIET ENJOYMENT

Section 22.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XXIII LIMITATION OF LANDLORD’S LIABILITY

Section 23.01 Limitation of Landlord’s Liability.

(a) Intentionally Omitted.

(b) Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of Landlord have any personal liability arising out of this Lease, and Tenant shall not seek or claim any such personal liability.

ARTICLE XXIV MEMORANDUM

Section 24.01 Memorandum. Tenant and Landlord agree to execute and record a Memorandum of this Lease with the Register of Deeds.

ARTICLE XXV MISCELLANEOUS

Section 25.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Tenant agrees that, if it is not an individual, it shall provide to Landlord, upon Landlord's request, evidence that the execution and delivery of this Lease have been duly authorized by Tenant.

Section 25.02 Patriot Act.

(a) Tenant hereby represents and warrants to Landlord that Tenant: (i) is in compliance with the Office of Foreign Assets Control sanctions and regulations promulgated under the authority granted by the Trading with the Enemy Act, 12 U.S.C. § 95(a) et seq., and the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., as the same apply to it or its activities; (ii) is in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time (the "Patriot Act") and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (iii) (A) is not now, nor has ever been, under investigation by any governmental authority for, nor has been charged with or convicted of a crime under, 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (B) has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (C) has not had any of its funds

seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (D) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally derived property, or of money or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (E) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Tenant nor any other person owning a direct or indirect, legal, or beneficial interest in Tenant is in violation of the Executive Order or the Patriot Act. Neither the Tenant nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest) or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with the Landlord and/or the Building Complex or this Agreement or any of the transactions contemplated hereby or thereby, is: (w) listed in the Annex to, or otherwise subject to the provisions of, that certain Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (the "Executive Order"); (x) named as a "specifically designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list or that is named on any other Governmental Authority list issued post 9/11/01; (y) acting, directly or indirectly for terrorist organizations or narcotics traffickers, including those persons that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering, U.S. Office of Foreign Assets Control, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended or superseded from time to time; or (z) owned or controlled by, or acting for or on behalf of, any person described in clauses (w), (x) or (y) above (a "Prohibited Person"). None of the funds or other assets of the Tenant constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to: (1) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (2) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (3) any Executive Orders or regulations promulgated thereunder, with the result that sale by Tenant or other Persons (whether directly or indirectly), is prohibited by law (an "Embargoed Person"). No Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); and none of the funds of Tenant have been derived from any unlawful activity with the result that an investment in the Tenant (whether directly or indirectly) or sale by the Tenant, is prohibited by law or that execution, delivery, and performance of this

Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of law.

(b) Landlord hereby represents and warrants to Tenant that Landlord: (i) is in compliance with Patriot Act and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (ii) (A) is not now, nor has ever been, under investigation by any governmental authority for, nor has been charged with or convicted of a crime under, 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (B) has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (C) has not had any of its funds seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (D) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally derived property, or of money or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (E) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Landlord nor any other person owning a direct or indirect, legal, or beneficial interest in Landlord is in violation of the Executive Order or the Patriot Act. Neither Landlord nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest) or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with the Landlord and/or the Building Complex or this Agreement or any of the transactions contemplated hereby or thereby, is a Prohibited Person. None of the funds or other assets of the Landlord constitute property of, or are beneficially owned, directly or indirectly, by an Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Landlord (whether directly or indirectly); and none of the funds of Landlord have been derived from any unlawful activity with the result that an investment in the Landlord (whether directly or indirectly) or sale by the Landlord, is prohibited by law or that execution, delivery, and performance of this Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of law.

Section 25.03 No Waiver; Cumulative Rights.

(a) No failure of either Party to exercise any power given to such Party hereunder or to insist upon strict compliance by the other Party with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of such Party's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers, and privileges conferred herein upon both Parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 25.04 Intentionally Deleted.

Section 25.05 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the Parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 25.06 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Wisconsin.

Section 25.07 Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

Section 25.08 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 25.09 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 25.10 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease.

Section 25.11 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

Section 25.12 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 25.13 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY

By: _____

Name: _____

Title: _____

[Signature Page to Ground Lease]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

TENANT:

GENCAP GREEN BAY FIRE STATION APARTMENTS,
LLC

By: GenCap Green Bay Fire Station Apartments MM,
LLC, Managing Member

By: General Capital Management, Inc.,
Manager

By: _____
David Weiss, Chief Executive Officer

[Signature Page to Ground Lease]

EXHIBIT A

Legal Description

[To be inserted]



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.6

Consideration with possible action to approve a one-year development agreement with Paul Olesky for the construction of a two-bedroom, one-bath home located at 1229 St. Clair Street.

BACKGROUND

The site, located at 1229 St. Clair Street (Tax Parcel 14-68), was acquired as surplus property from the City to the RDA. The site is zoned RI-Low Density Residential. The parcel requires a smaller footprint due to setbacks with the East River directly behind the site.

Staff have received a proposal from Paul Oleksy for the development of a 1.5-story home that he intends to owner occupy. The home will feature two bedrooms, one bath and approximately 1,000 sq. ft. of living space along with a one-stall attached garage. The developer has offered our asking price of \$12,500 for the lot with no additional financial support needed.

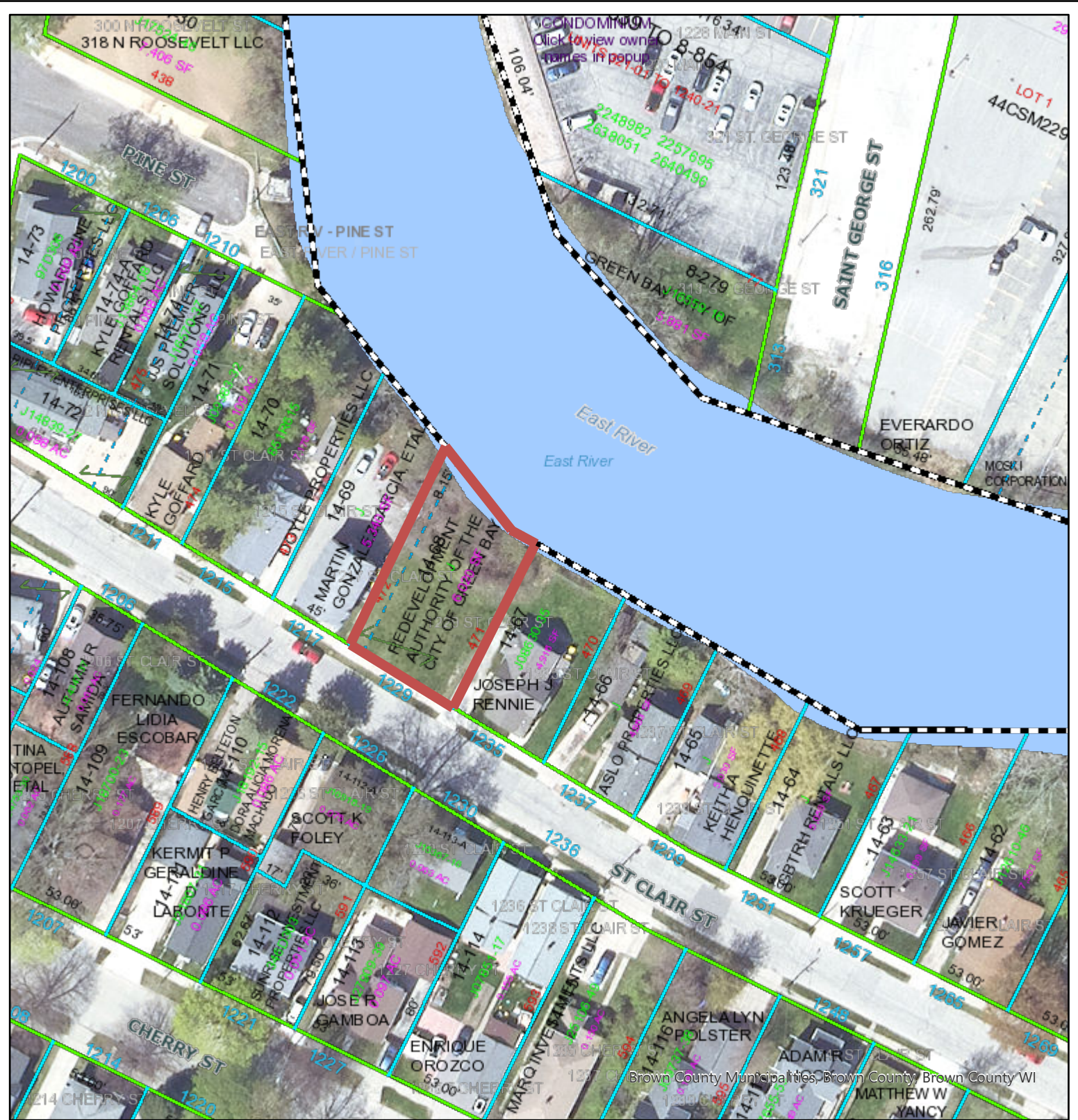
RECOMMENDATION

To approve a one-year development agreement with Paul Oleksy for the construction of an owner-occupied, two-bedroom, one-bath home at 1229 St. Clair Street.

FISCAL IMPACT

ATTACHMENTS

1. GIS
2. Application
3. Oleksy plans 9-3-25 city review-2



1"=94'



1:1,128

Legend

- | | | |
|---|-----------------------------|-------------|
| — Property Hook | — Lot boundary | — U |
| — Parcel Line | - - - Meander line | - - - V |
| — Block boundary | — Original Right of Way | — TaxP |
| — Bulkhead Line | — PLSS line | □ C |
| — Historic Parcel Line (20under) | — Parcel line | □ G |
| — Hydrography | — Plat boundary | □ H |
| - - - Lines between deeds or lots (20pdashed) | — Private Road Right of Way | □ R |
| | — Right of Way line | □ T |
| | | □ UGB - GIS |

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

Date Printed: 02 Sep 2025

City of Green Bay

Date Received: _____

Option Awarded: _____

Payment Received: _____

(For Office Use Only)



Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PLANNING OPTION APPLICATION FORM

Name/Company PAUL OLEKSY

Contact Person: PAUL OLEKSY 920-445-9552 Maps345@gmail.com

Current Address: 1443 EMILIE ST GB, WI 54301

Telephone Number (Home) 920-445-9552
(Work) Same

Email Maps345@gmail.com

Address of chosen RDA
parcel 1229 ST CLAIRE ST

Offering Purchase Price Asking - ~ \$12,500

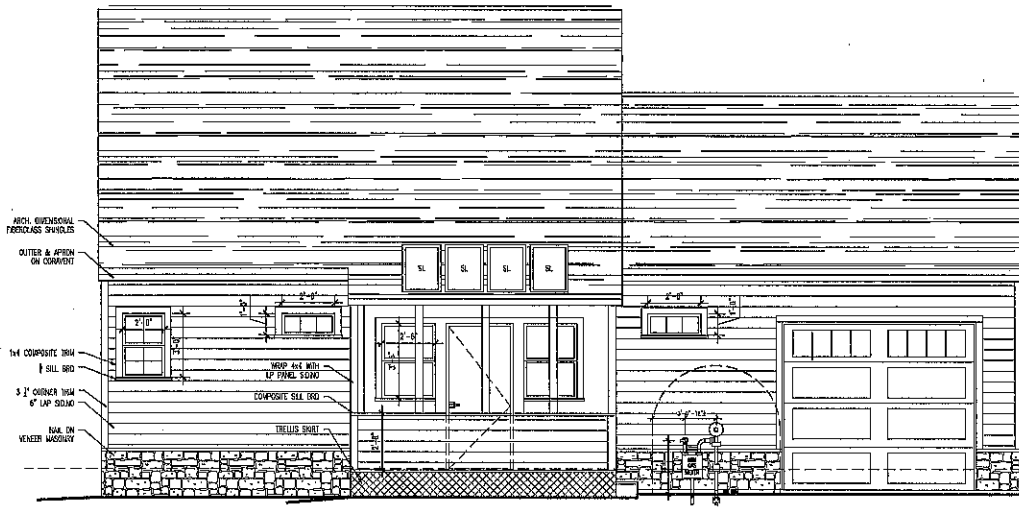
Proposed Timeline: One Year From Permits

Proposed Use: Rental or Owner Occupy

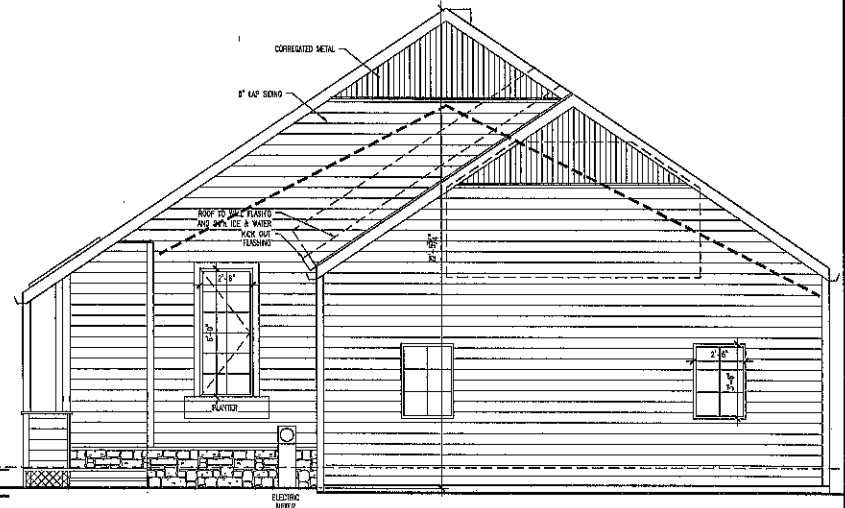
Source of funding (provide proof of available funds w/application)

Self Funded. SAVINGS and Partial Retirement Funds
(if required)

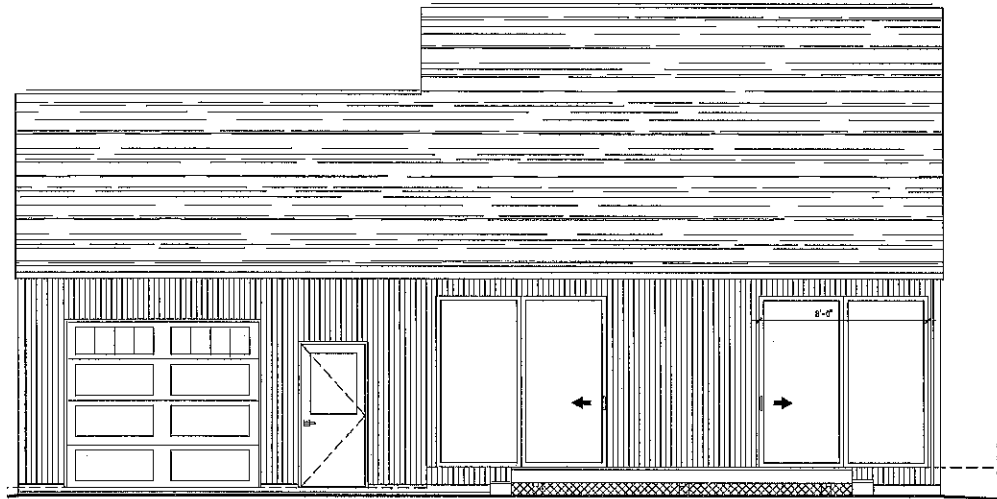
Gap funding being requested: Only if Necessary (Retirement Funds)



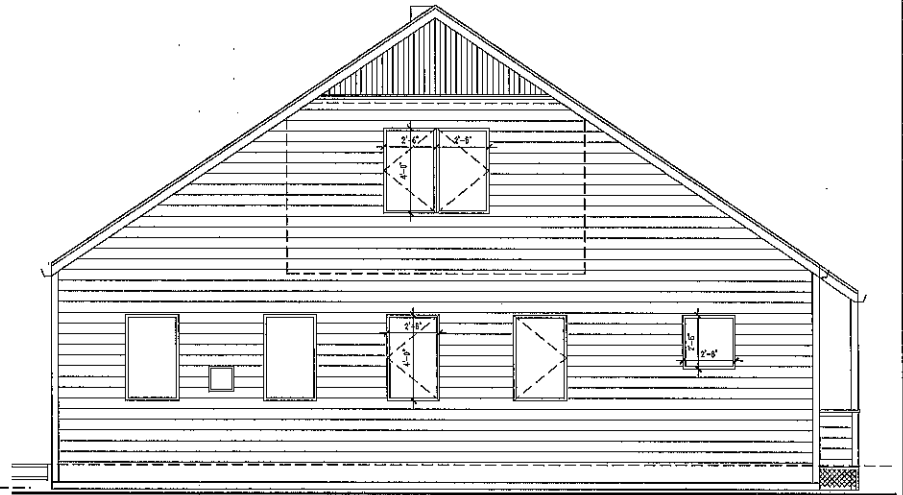
SOUTH ELEVATION
SCALE: 1/4"=1'-0"



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



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



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

DISCLAIMER
THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT IS NOT TO BE USED FOR ANY OTHER WORK OR REPRODUCTION WITHOUT THE WRITTEN CONSENT OF CHAD CORNETTE AND CANTLEVER. ALL DIMENSIONS, DETAILS AND NOTES BEFORE FIELD RESPONSIBILITY FOR ALL NECESSARY RESOLUTIONS.

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Copyright © Chad Cornette

Olyesky Home
1229 St. Claire St.
Green Bay, WI

PROJECT NAME

Paul Olyesky
Tel: 920-445-9552
Em: maps345@gmail.com

General Contractor

Cantlever Studio, LLC
Chad Cornette
T: 920-360-5040
E: chad@cantlever.us

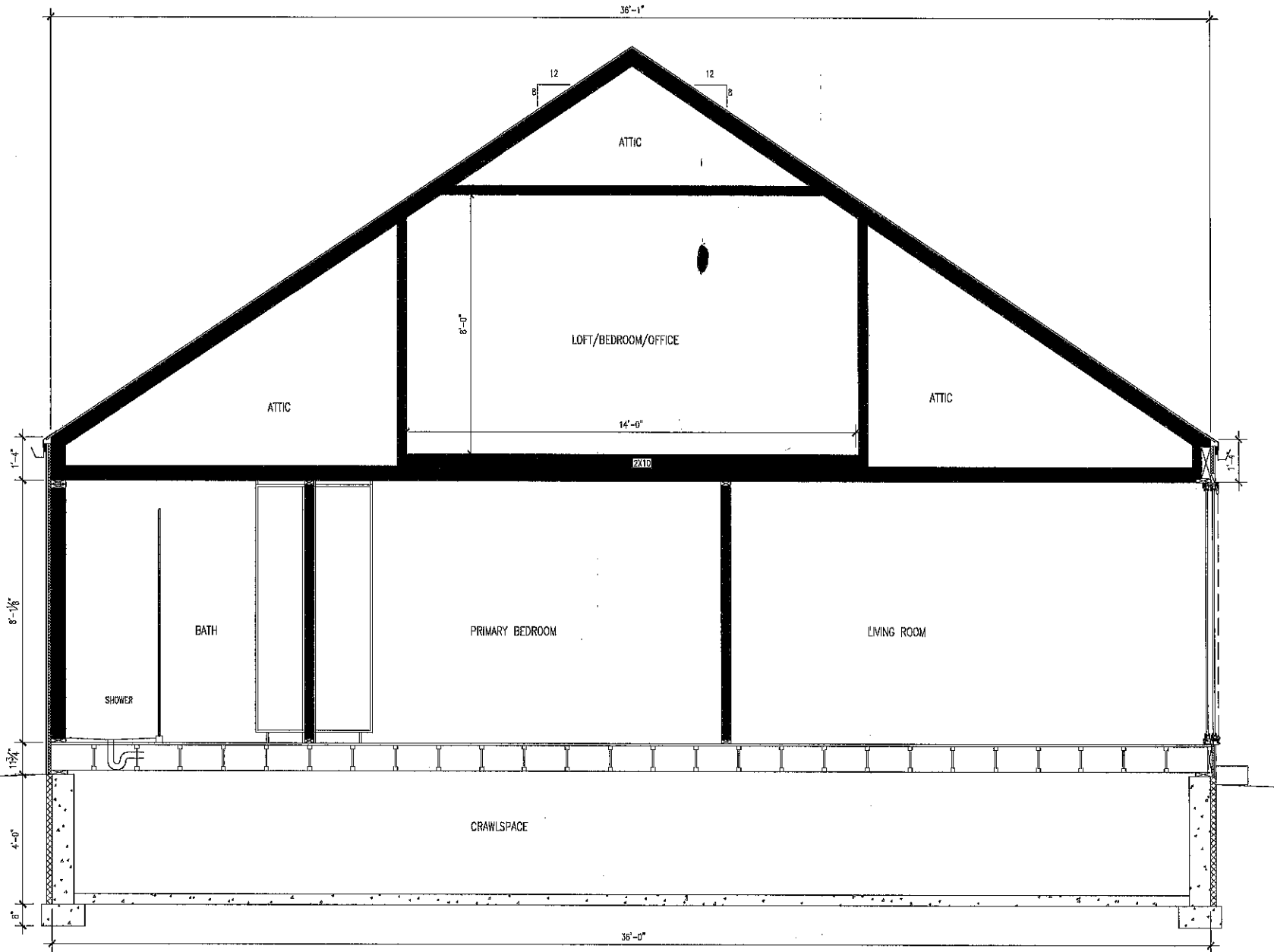
Architecture

PROJECT #22015

DATE: 9/3/2025

PRELIMINARY, NOT FOR CONSTRUCTION

A3.0



SECTION © BONUS ROOM TRUSS
 SCALE: 1/2"=1'-0"

PRELIMINARY, NOT FOR CONSTRUCTION

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Olyesky Home
 1229 St. Claire St.
 Green Bay, WI

PROJECT NAME

Paul Olyesky
 Tel: 920-445-9552
 Em: maps345@gmail.com

General Contractor

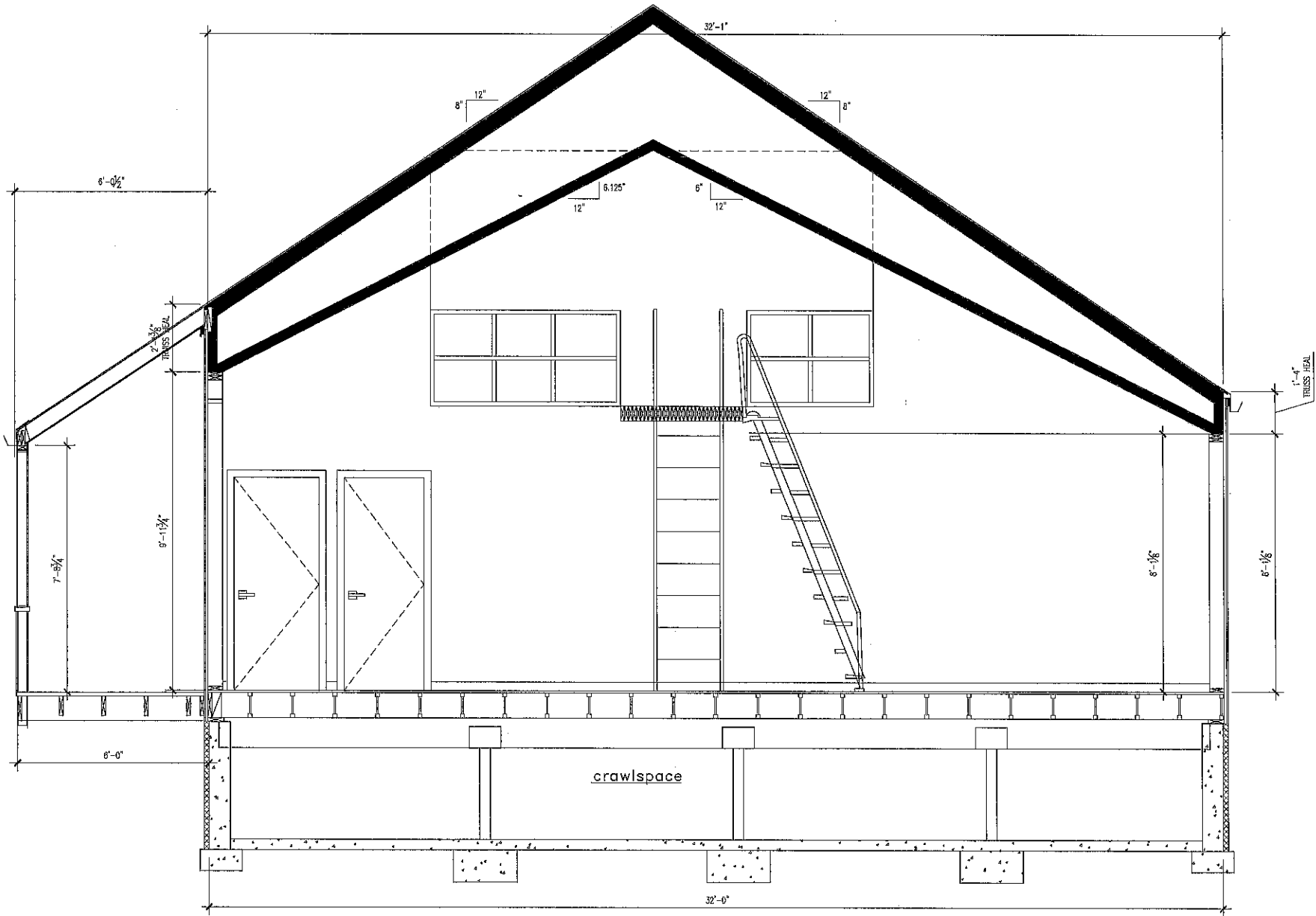
Cantilever Studio, LLC
 Chad Corlette
 T: 920-380-5040
 E: chad@cantilever.us

Architecture

PROJECT #22015

DATE: 9/3/2025

A4.0



1 SECTION © Cathedral Truss
 A4.2 SCALE: 1/2"=1'-0"

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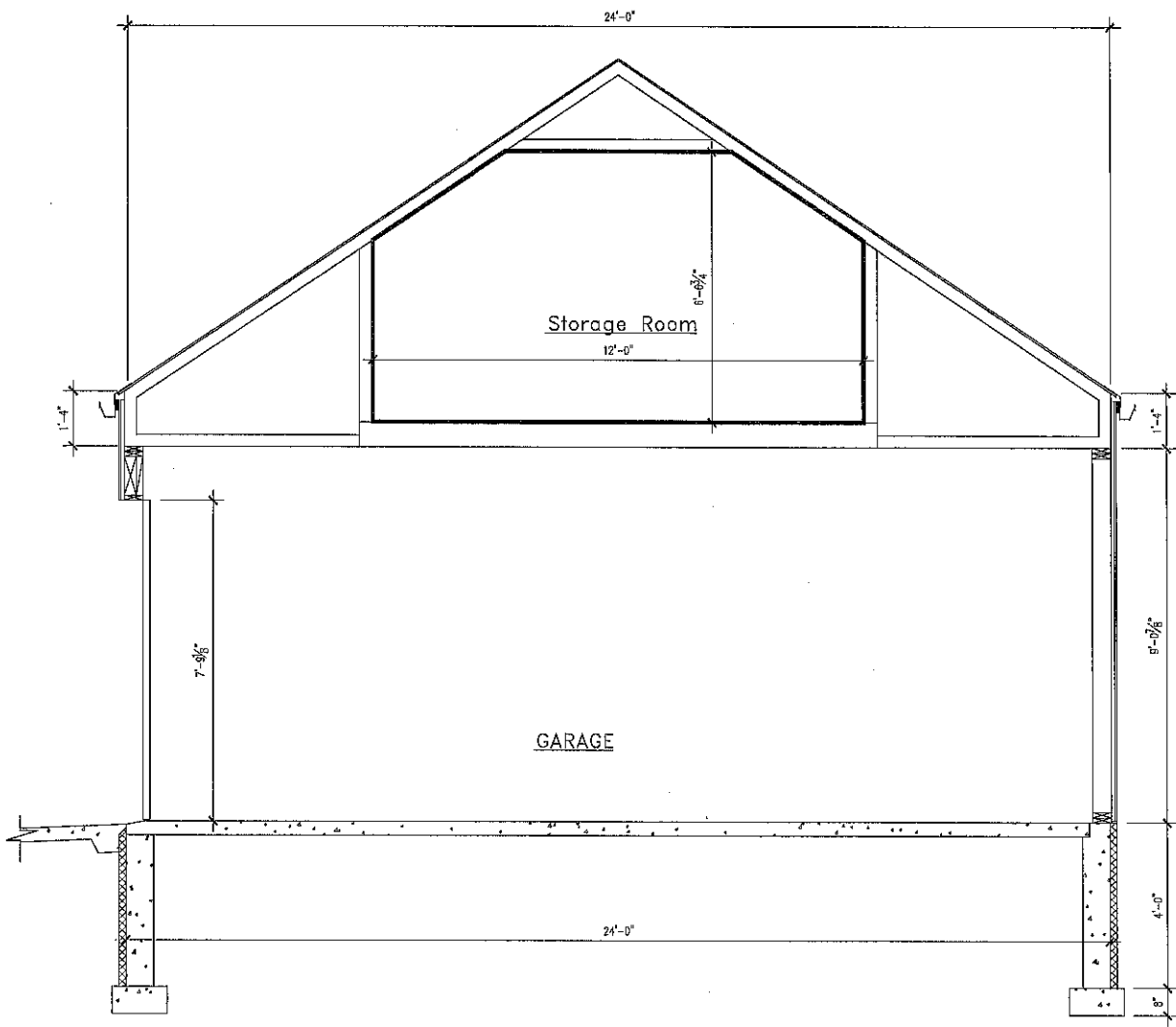
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Architecture

PROJECT #22015

DATE: 9/3/2025

A4.1



SECTION © Cathedral Truss
 SCALE: 1/4"=1'-0"

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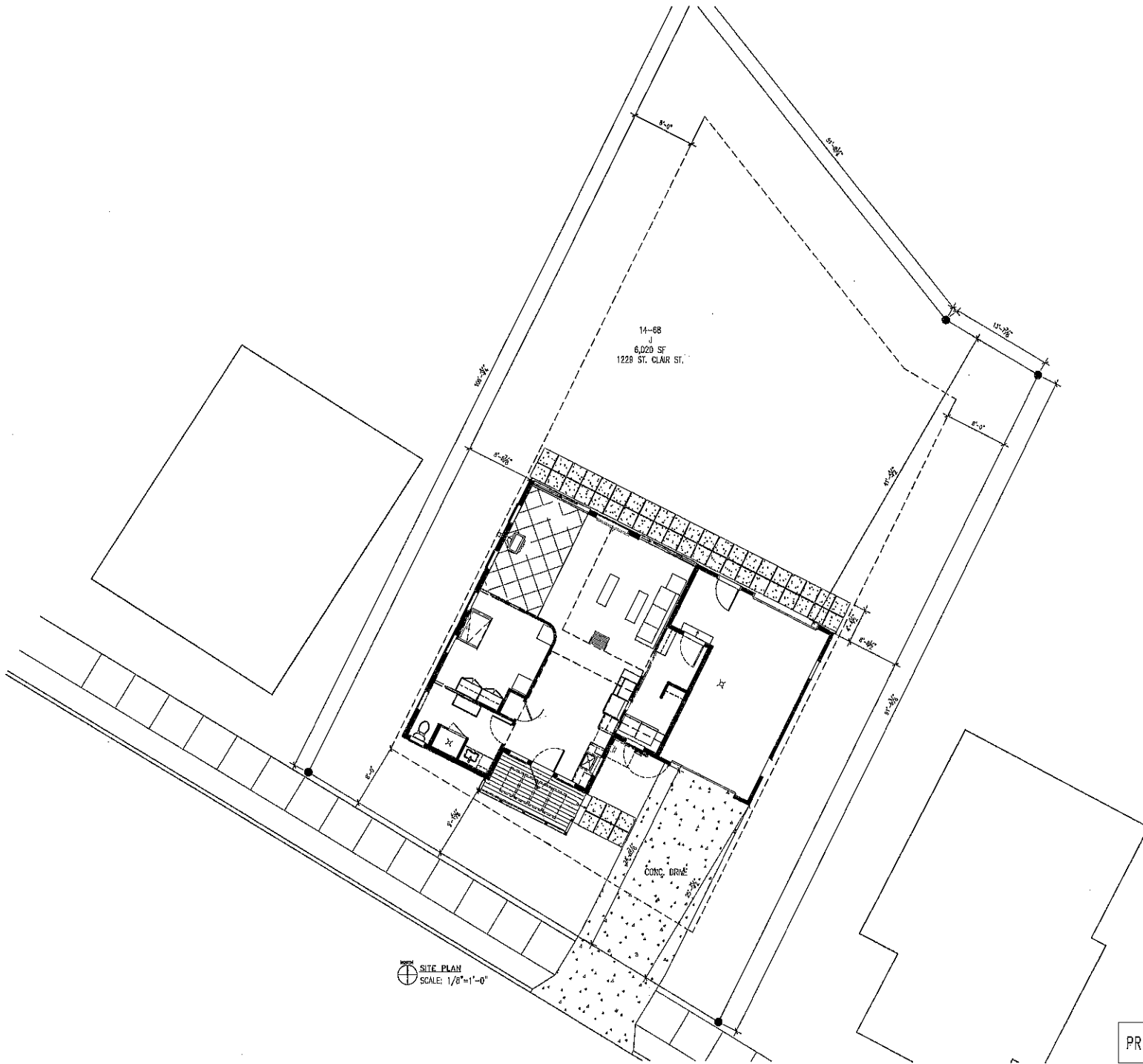
Architecture

PROJECT #22015

DATE: 9/3/2025

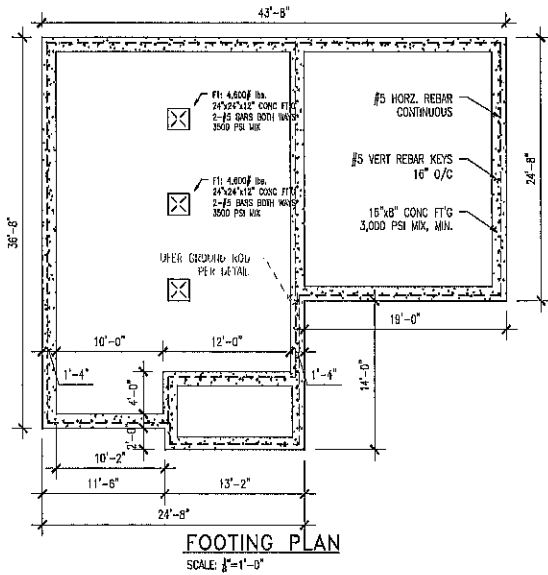
PRELIMINARY, NOT FOR CONSTRUCTION

A4.2

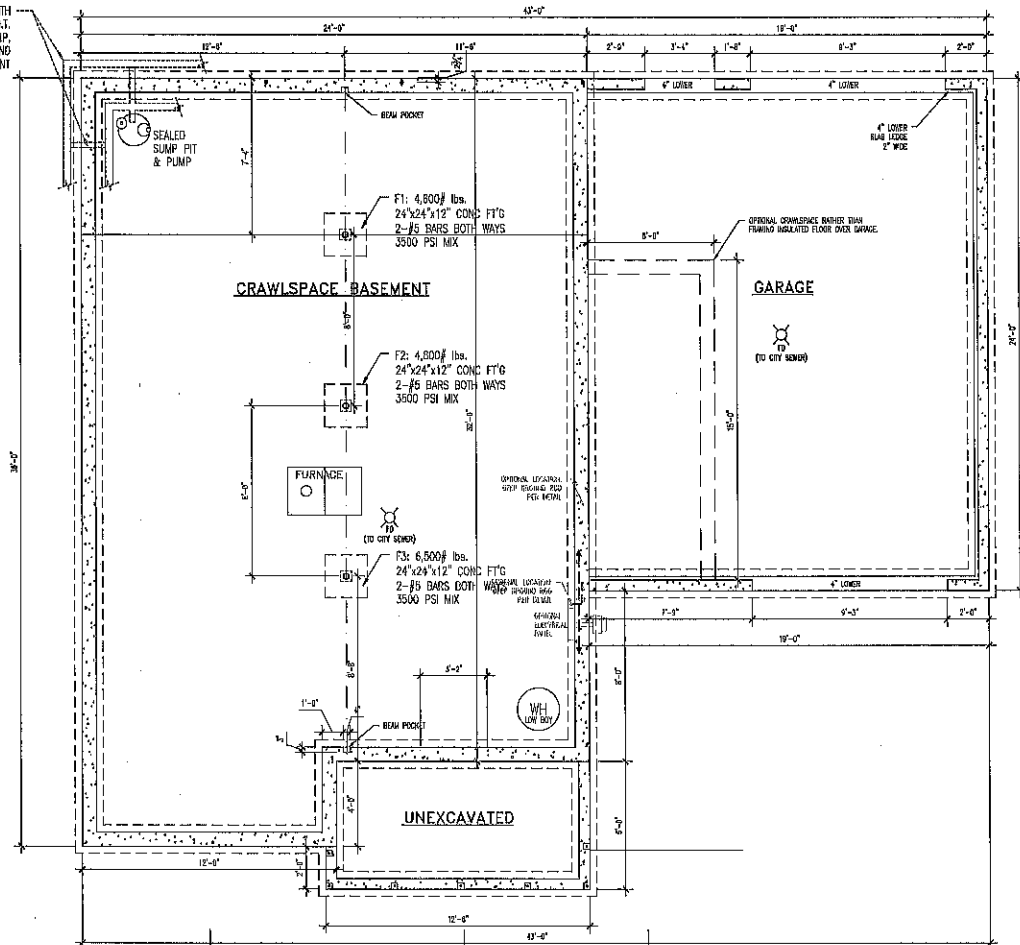


PRELIMINARY, NOT FOR CONSTRUCTION

	PROJECT #22015 DATE: 8/3/2025	Architecture	Cantiliver Studio, LLC Chad Cornette T: 920-360-5040 E: chad@cantiliver.us	General Contractor	Paul Olesky Tel: 920-445-8552 Em: maps45@gmail.com	PROJECT NAME	Olesky Home 1229 St. Claire St. Green Bay, WI	THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE PROPERTY OF CHAD CORNETTE AND CANTILIVER. FOR OTHER WORK OR REPRODUCTION CONTACT CHAD CORNETTE AND CANTILIVER. Copyright © Chad Michael Cornette	D I S C L A I M E R IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE TO MAKE THESE PLANS ACCURATE, THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, UTILITIES AND NOTES BEFORE BEGINNING CONSTRUCTION AND ASSUME RESPONSIBILITY FOR ANY ERRORS.
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EXT. DRAINAGE WITH BLEEDERS TO INT. D.I. TO SUMP. CONTINUOUS AROUND ENTIRE BASEMENT



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

DIMENSIONS
• DIMS ARE FROM FACE OF CONC. OR 2" FORM
• G.C. = GENERAL CONTRACTOR (SEE BEAM POCKETS)

CONC WALLS

- 4 1/2" CONC WALLS OR 14"X14" FT'G
- 12" LONG REBAR (2X2) 12" O.C. WALL TO FT'G
- 6"X6" (BY BRANITE) WITH BLEEDERS TO SUMP
- WALL REBAR: 2" DIA. FORM ON SUMP
- PROTECT W/REIN. COMPACTED
- 4000 PSI CONC. MIX (ALL WALLS)
- #4" x 10" ANCHOR BOLTS (EMBED 2" W/IN SPACED PER PLAN, NUT & WASHER PROVIDED)
- SEE DETAIL FOR ANCHOR BOLT DETAILS

CRAWLSPACE SLAB

FINISH: 1/2" POLYURETHANE

- 3" THICK CONC SLAB ON 2 LAYERS OF 1" #5 FIBER GLASS STRIPES AND 1/2" DIA. SAND LAYERS ON 10" MIN. POLY WASH DRAINER STAIRS LAPPED AND SPACED ON 18" MIN. 5" COMPACTED CRASS II SAND OR EQ.
- SUBSTANTIAL HARDWOOD FINISH
- 3500 PSI CONC MIX
- PENETRATING CONCRETE SEALER

GARAGE SLAB

- FINISH: 1/2" POLYURETHANE
- 4" THICK CONC w/ #3 REBAR 24" O.C. BOTH WAYS ON 2 LAYERS OF 1" #5 FIBER GLASS STRIPES AND 1/2" DIA. SAND LAYERS ON 10" MIN. POLY WASH DRAINER STAIRS LAPPED AND SPACED ON 18" MIN. 5" COMPACTED CRASS II SAND OR EQ.
- UNFINISHED HARDWOOD FINISH
- 3500 PSI CONC MIX
- PENETRATING CONCRETE SEALER

PRELIMINARY, NOT FOR CONSTRUCTION

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Olesky Home
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Green Bay, WI

PROJECT NAME

Paul Olesky
Tel: 920-445-9552
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General Contractor

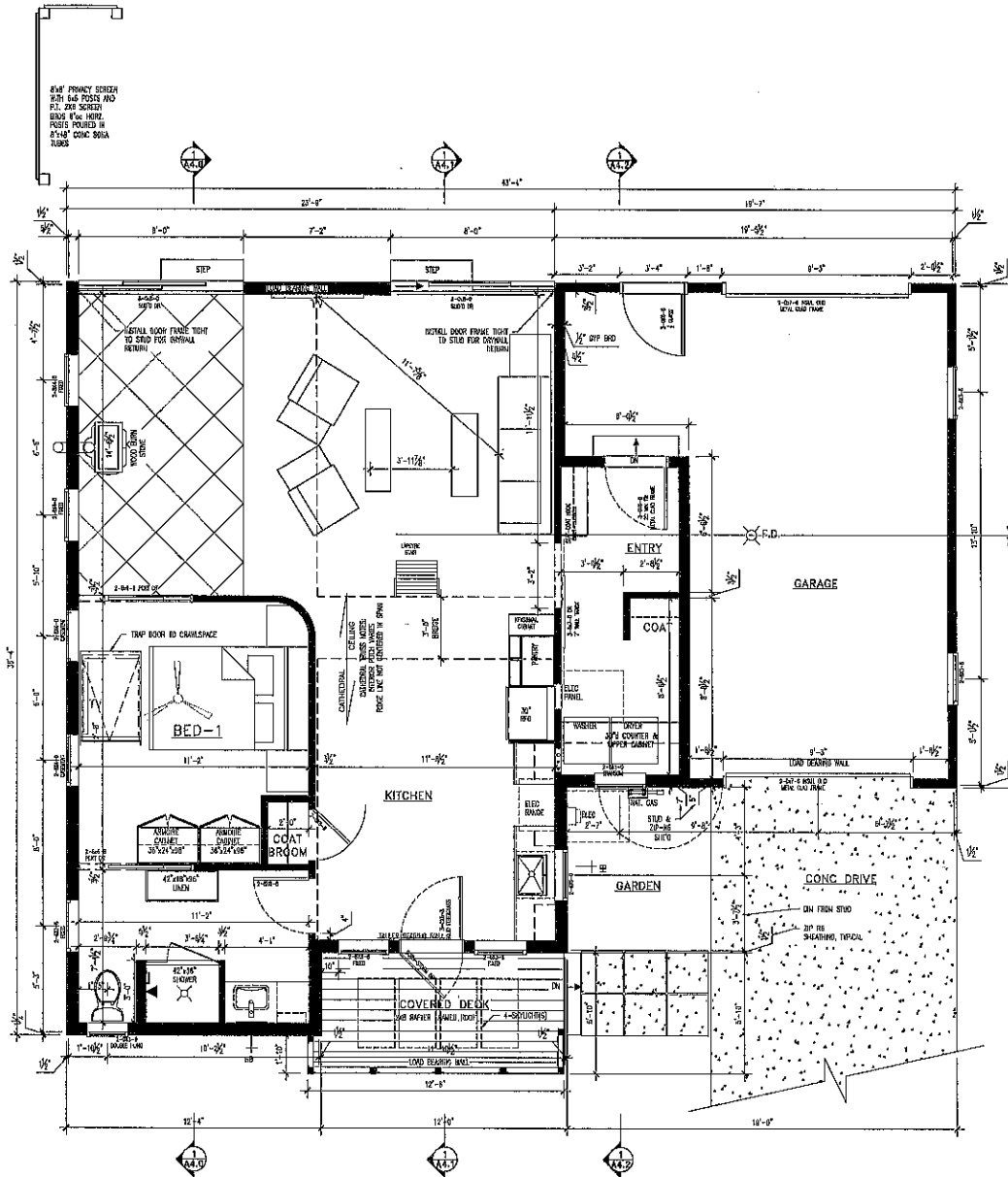
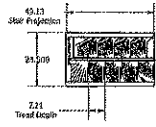
Camille Studio, LLC
Chad Cornette
Tel: 920-360-5040
E: chad@camillestudio.us

Architecture

PROJECT #22015

DATE: 9/3/2025

A1.0



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

DIMENSIONS
* DIMS ARE FROM FACE OF STUD

DISCLAIMER
IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND CHECKING THESE PLANS FOR ACCURACY. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY RESOLUTIONS.

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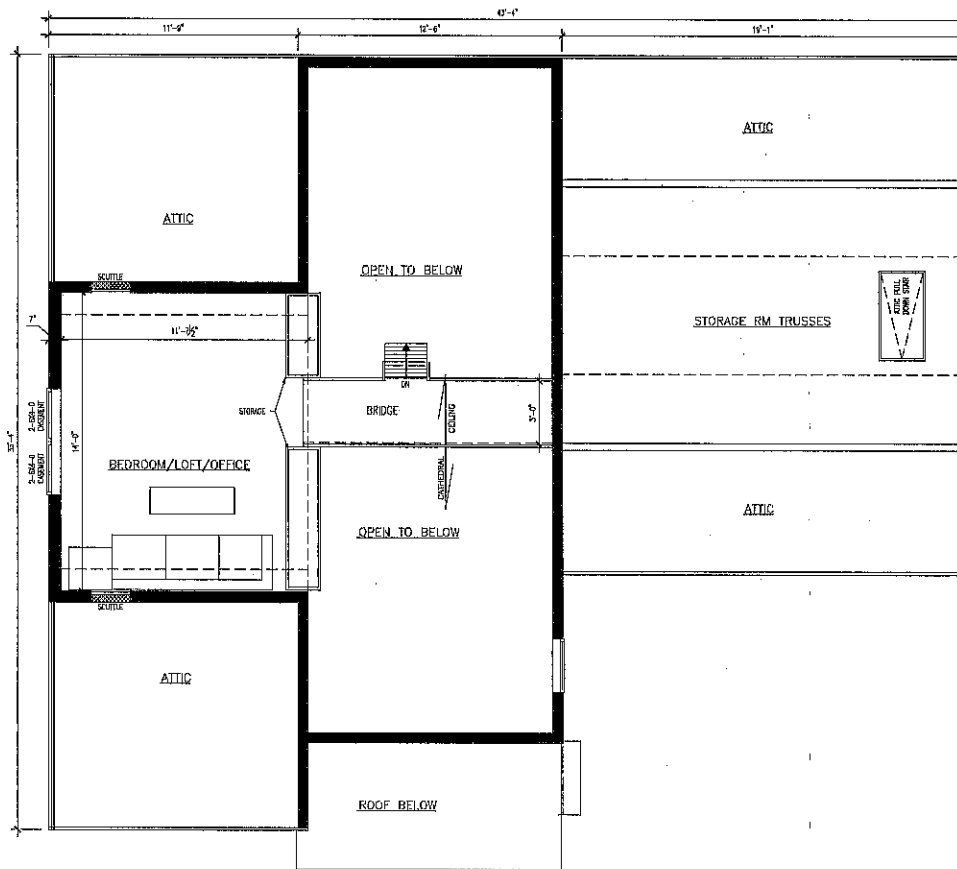
Architecture

PROJECT #22015

DATE: 9/3/2025

PRELIMINARY, NOT FOR CONSTRUCTION

A2.0



2nd FLOOR PLAN
SCALE: 1/4"=1'-0"

- DIMENSIONS**
- INTERIOR DIMS ARE FROM FACE OF STUD
 - EXTERIOR DIMS ARE FROM FACE OF RD ZIP SHEETING

PRELIMINARY, NOT FOR CONSTRUCTION

A2.1

<p>DISCLAIMER</p> <p>IT IS AGREED THAT, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO PREPARE THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING CONSTRUCTION. NECESSARY ASSUMPTIONS SHALL BE MADE BY THE GENERAL CONTRACTOR.</p> <p>Copyright © Chad, Michael, Cornette</p>	<p>THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE PROPERTY OF CAMILLEVER ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO REPRODUCTION OR OTHER WORK OR REPRODUCTION OF ANY KIND IS PERMITTED WITHOUT THE WRITTEN CONSENT OF CAMILLEVER ARCHITECTURE.</p>	<p>Olyesky Home 1229 St. Claire St. Green Bay, WI</p>	<p>PROJECT NAME</p>	<p>Paul Olyesky Tel: 920-445-9552 E-mail: maps345@gmail.com</p>	<p>General Contractor</p>	<p>Camillever Studio, LLC Chad Cornette T: 920-360-5040 E: chad@camillever.us</p>	<p>Architecture</p>	<p>PROJECT #22015</p>	<p>DATE: 9/3/2025</p>
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Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 11, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # E.7

Consideration with possible action to approve a resolution of support related to detachment and attachment of land with the Village of Bellevue related to the JBS Development Site.

BACKGROUND

The City in partnership with JBS S.A., the Village of Bellevue, and over 40 regional partners embarked on an ambitious plan to redraw how we build community neighborhoods. The result of this multi-year effort is a dynamic and exciting neighborhood that includes a variety of housing options, community spaces, and broad connections to the region. The JBS development site sits adjacent to the 1300 Block of Guns Road in the open space between Walmart Supercenter to the east and the Kroc Community Center to the west.

As development continues in the new neighborhood, it is becoming clear that a unique opportunity is presented. As previously discussed, a portion of the development is in the Village of Bellevue while the majority is in the City of Green Bay. The attached maps provide context.

The Village of Bellevue and City of Green Bay staff believe it is in the best interest of both communities to look at a jurisdictional transfer of property that would not only clean up the municipal jurisdictions of the new neighborhood but also address concerns over the split parcel/split jurisdiction of the Walmart Supercenter development at 2292 Main Street. As noted in the scope of work below, a significant portion of the parking lot and some of the Walmart building are within both communities' municipal boundaries. The equivalent of three housing lots, a stormwater detention facility, and a portion of public roadway within the new neighborhood are currently in the Village of Bellevue.

The proposed resolution will direct City staff to work with Village of Bellevue staff, the Redevelopment Authority of the City of Green Bay (property owner), and the Wisconsin Department of Administration with the goal of "cleaning up" the municipal line, thereby having the entire JBS development site within the City of Green Bay and the entire Walmart Supercenter development site within the Village of Bellevue.

This resolution will only direct staff to begin the process. Any detachment/attachment approvals will be completed via public process at Plan Commission and Common Council/Village Board meetings of both communities.

RECOMMENDATION

To approve a resolution of support related to detachment and attachment of land with the Village of Bellevue related to the JBS Development Site.

FISCAL IMPACT

ATTACHMENTS

1. Municipal Boundary Clean up Map
2. Project Scope Boundary Clean up
3. Resolution Supporting Land Swap with Village of Bellevue

2025_Municipal Boundary Cleanup (Bellevue and Green Bay)

Village of Bellevue, Wisconsin



Map provided by the Village of Bellevue's Internal Interactive Web Mapping System

Please visit www.villageofbellevue.org/GIS to access Bellevue's interactive Web Mapping System.

This map is intended for advisory purposes only. The data presented has been compiled from various sources, each of which is not under the direct control of the Village of Bellevue. The Village of Bellevue assumes no liability for use or accuracy.

Date: 7/29/2025

2025_Municipal Boundary Cleanup (Bellevue and Green Bay)

Village of Bellevue, Wisconsin



Map provided by the Village of Bellevue's Internal Interactive Web Mapping System

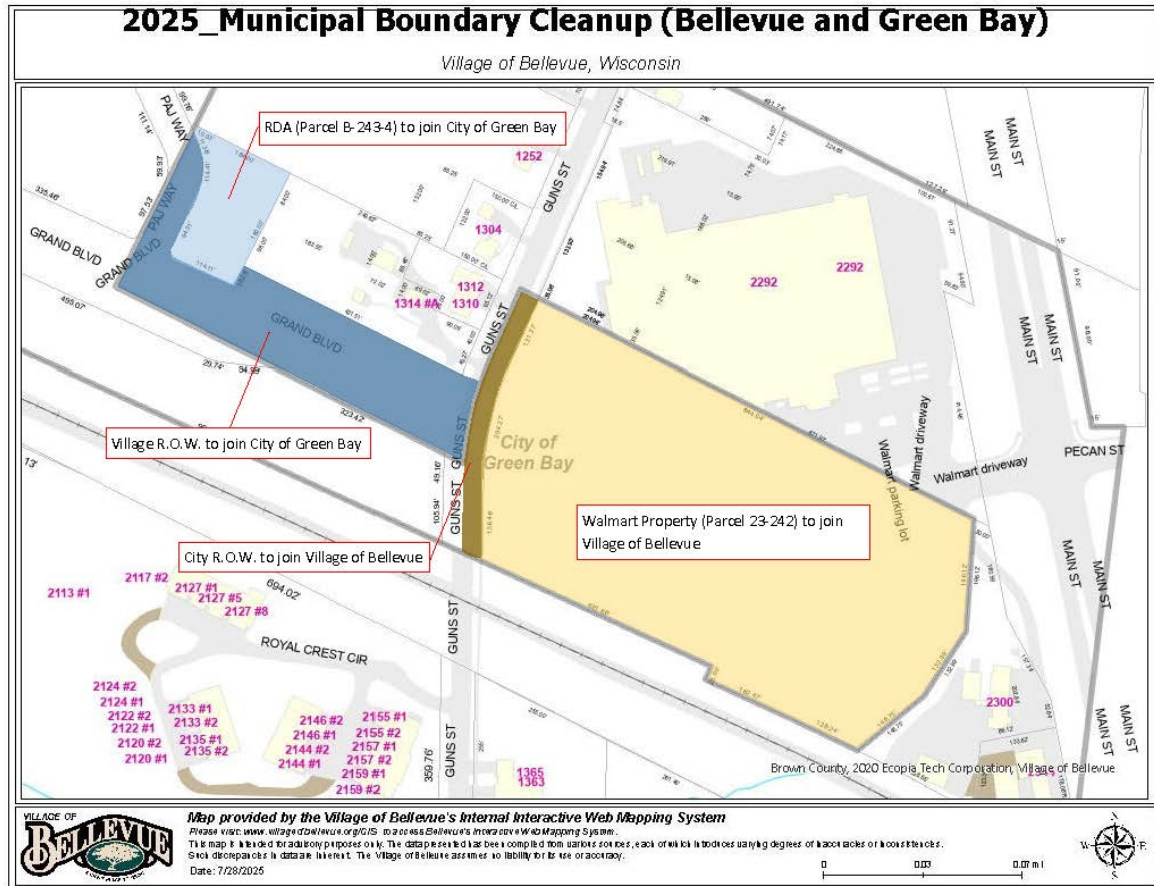
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Date: 7/29/2025

PROJECT SCOPE

Included below is a map highlighting the basic premise of what is proposed. Both municipalities will process a detachment and attachment of property into their boundaries. A detachment is similar to an annexation, except annexations only legally pertain to Towns removing property and attaching to a City or Village. Since Green Bay is a city and Bellevue is a village, the detachment and attachment process is required. Shown below, the blue represents the area that will be detached from the Village of Bellevue and attached to the City of Green Bay. The tan represents the area that will be detached from the City of Green Bay and attached to the Village of Bellevue. These processes will take place simultaneously.



This would clean up municipal lines and allow for a more streamlined review and inspection process for construction of single-family residences in the JBS site that would have been located with the Village of Bellevue. This would also put Walmart under one municipal jurisdiction, allowing for better management of development review and policing. Additionally, the road jurisdictions would shift a bit and make the overall management of roadways and maintenance more clearly defined.

To complete this process the Village and City would have to follow several steps including Class I Notices, formal petitions, and two independent Ordinances by both municipalities. Initial scope discussions have been held with all property owners including the Redevelopment Authority and Walmart with broad verbal support given by all.

**RESOLUTION AUTHORIZING CITY STAFF TO PURSUE A LIMITED SCOPE
DETACHMENT/ATTACHMENT ALONG A MUTUAL JURISDICTIONAL BOUNDARY
(PP 25-03, PP 25-04)**

September 16, 2025

WHEREAS, the City of Green Bay in partnership with JBS S.A., Village of Bellevue, and over 40 other regional partners embarked on an ambitious plan to redraw how we build community neighborhoods. The result of this multi-year effort is a dynamic and exciting neighborhood that includes a variety of housing options, community spaces and broad connections to the region; and

WHEREAS, The JBS development site sits adjacent to Guns Road and in the open space between Walmart Supercenter to the east and the Kroc Community Center to the west. As development continues to grow in the new neighborhood, it is becoming very clear that unique opportunity is once again presented; and

WHEREAS, the City of Green Bay and the Village of Bellevue believe it is in the best interest of both communities to look at a jurisdictional transfer of property that would create congruent municipal boundary lines in the new neighborhood but also address growing concerns over the split parcel and split jurisdiction that current exists with an adjacent commercial development.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay directs City staff to work alongside Village of Bellevue staff, impacted properties, and Wisconsin Department of Administration with the goal of creating congruent municipal boundary lines through the State of Wisconsin recognized Municipal Detachment of Territory process as outlined in Section 66.0227 of Wisconsin Statutes.

Adopted by the Common Council of the City of Green Bay, Wisconsin, this the 16th day of September, 2025.

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

sjh
Attachment – Map

2025_Municipal Boundary Cleanup (Bellevue and Green Bay)

Village of Bellevue, Wisconsin



Map provided by the Village of Bellevue's Internal Interactive Web Mapping System
 Please visit www.villageofbellevue.org/GIS to access Bellevue's interactive Web Mapping System.
 This map is intended for advisory purposes only. The data presented has been compiled from various sources, each of which is provided with a degree of accuracy or level of detail.
 Such discrepancies in a database format. The Village of Bellevue assumes no liability for use or accuracy.
 Date: 7/28/2025

2025_Municipal Boundary Cleanup (Bellevue and Green Bay)

Village of Bellevue, Wisconsin



Map provided by the Village of Bellevue's Internal Interactive Web Mapping System
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 This map is intended for advisory purposes only. The data presented has been compiled from various sources, each of which is provided with a degree of accuracy or level of detail.
 Such discrepancies in a database format. The Village of Bellevue assumes no liability for use or accuracy.
 Date: 7/28/2025



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Will Peters

AGENDA ITEM # E.8

Consideration with possible action to approve up to \$120,000 of CDBG infrastructure funding for the construction of a rapid flashing beacon on W. Mason Street.

BACKGROUND

Construction of the new Kwik Trip on W. Mason presented pedestrian access challenges on W. Mason Street. DPW requested using CDBG infrastructure funding for the placement of a rapid flashing beacon. This will assist pedestrians in crossing W. Mason Street. They have not bid the project out but are under a timeline to complete this fall. The DPW estimate is not to exceed \$120,000. Staff is asking for authorization to approve this project if it falls within this estimate.

RECOMMENDATION

To approve up to \$120,000 of CDBG infrastructure funding for the construction of a rapid flashing beacon on W. Mason Street.

FISCAL IMPACT

There is currently \$192,197.00 in the CDBG infrastructure line item.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

Cheryl Renier-Wigg, Staff, Trista Hobbs

AGENDA ITEM # E.9

Consideration with possible action for GBPD evidence storage project on Day Street, to approve phase two estimated construction costs as well as awarding phase three site improvements to the lowest responsive bidder utilizing TID 21 funding.

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

Part of the Green Bay Packaging project required the City to relocate Police evidence storage, which was located on Quincy Street. This evidence was relocated temporarily to the Badger Sheet Metal building on Broadway. Due to redevelopment of this site, the GBPD was forced to relocate evidence storage to a new site. Because there are no City-owned sites available for this storage, the City has negotiated a long-term 20-year lease on a building located at 724 Day Street. Hopefully, this will provide a more permanent solution for evidence storage.

Phase one of this project included asbestos abatement and a garage entry door that needed to be installed. This has been completed. In order to meet the deadlines for the Fire Station Flats project, vehicle evidence needed to be stored in Connex boxes and removed from the site before the building was ready to be occupied.

Phase two of this project continues the build out of the interior to accommodate the vehicle storage, HVAC systems, and security systems in order to meet code and the specific needs for evidence storage. At the writing of this report, staff is expecting the estimated costs of this work to be submitted by the owner of the building who will be overseeing this phase.

Phase three of this work involves the exterior work. The site currently has no secure outdoor storage. This project constructs secure outdoor storage for items that cannot be stored indoors, which includes fencing and site improvements to ensure a code-compliant site. This has been bid, and the lowest responsive bidder will be presented at the meeting.

RECOMMENDATION

To approve phase two estimated construction costs as well as awarding phase three site improvements to the lowest responsive bidder utilizing TID 21 funding at 724 Day Street for GBPD evidence storage.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2025
2. Check Report

Redevelopment Authority
Financial Report
CDBG
8/27/2025

CDBG Entitlement Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	30,335.00	-	6,662.00	-	23,673.00
Public Services	-	347,590.16	-	194,915.95	152,674.21	-
CDBG Eligible Areas HILP Program	-	228,806.01	34,012.80	46,312.50	99,760.00	116,746.31
CDBG Eligible Areas Public Facilities and Infrastructure	-	252,383.35	-	40,820.00	19,366.16	192,197.19
CDBG Eligible Areas-Beautificatio/Art	-	-	-	-	-	-
Economic Development Façade	-	90,000.00	-	-	-	90,000.00
Economic Development - RLF	-	40,607.57	301,373.14	35,000.00	-	306,980.71
Administration	-	174,851.18	8,503.20	95,232.61	-	88,121.77
	\$ -	\$ 1,164,573.27	\$ 343,889.14	\$ 418,943.06	\$ 271,800.37	\$ 817,718.98

CARES CDBG-CV Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI	-	36,414.78	-	17,745.80	18,668.98	-
	\$ -	\$ 36,414.78	\$ -	\$ 17,745.80	\$ 18,668.98	\$ -

Redevelopment Authority
 Financial Report
 HOME
 8/27/2025

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	272,016.68	-	164,676.00	104,731.00	2,609.68
Downpayment Closing Cost Assistance	-	50,000.00	-	48,500.00	-	1,500.00
CHDO Projects	-	434,784.00	-	206,789.02	227,994.98	-
Housing Development Projects	-	1,518,941.30	111,055.60	-	1,049,698.00	580,298.90
Administration	-	165,660.33	27,763.90	57,577.35		135,846.88
HOME-ARP Admin	-	1,884,155.91	-	96,454.48	787,701.43	1,000,000.00
	\$ -	\$ 4,325,558.22	\$ 138,819.50	\$ 573,996.85	\$ 2,170,125.41	\$ 1,720,255.46

City of Green Bay RDA
Check Register
31-Aug

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21896	08/12/2025	CITY OF GREEN BAY	43,368.51
21897	08/12/2025	ENCOMPASS EARLY EDUCATION & CARE INC	8,258.94
21898	08/12/2025	NEIGHBORWORKS GREEN BAY	70,385.00
21899	08/27/2025	BIG BROTHERS BIG SISTERS OF NE WISCONSIN	707.40
21900	08/27/2025	BOYS & GIRLS CLUB OF GREEN BAY, INC.	1,842.96
21901	08/27/2025	COMMUNITY SERVICES AGENCY INC.	5,809.22
21902	08/27/2025	ENCOMPASS EARLY EDUCATION & CARE INC	2,243.97
21903	08/27/2025	LEGAL ACTION OF WISCONSIN, INC.	5,384.57
21904	08/27/2025	NEIGHBORWORKS GREEN BAY	11,930.00
21905	08/27/2025	WE ALL RISE: AFRICAN AMERICAN RESOURCE CENTER	<u>17,279.17</u>
			<u><u>\$ 167,209.74</u></u>



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 11, 2025

PREPARED BY

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking 20240131.xlsx - ACTIVE

City of Green Bay Development Tracker (Large Scale) - September 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 approved. Construction planned this year.	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	DA considered in September	Total #	Under 80%	\$7,000,000.00
						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	100 E. Mason	Market rate multi-family rental	DA approved in April. 2025 construction anticipated	Total #	Under 80%	\$15,500,000.00
						125	0	

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

Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value	
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 Woods	Garritt Bader	Hinkle S. of Mason	Single family housing with new roads	DA approved. Construction planned this year.	Total #	Under 80%	\$8,000,000.00
						29	0	
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	S&S Buildings	Investment Creations	227 E Walnut, 101 & 109 N Adams	Mixed use law office, retail, market rate apartment	Construction underway	Total #	Under 80%	\$1,500,000.00
						1	0	
14	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	
15	C. Reiss Relocation	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	
Industrial								
16	WE Hoban Co.	Hoban Real Estate	Finger Rd at Northview Rd	Industrial	DA approved in March. Construction underway.	Total #	Under 80%	\$10,500,000.00
						0	0	
Par								
17	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

	Units	Under 80%	Value
TOTALS	1,050	108	\$149,525,000.00