



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

**TUESDAY, APRIL 14, 2026, 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/83689641821?pwd=TsXNgYIvyEjb7VFaenJXEG2lLu6J5q.l>

Or call in by phone: +1 312 626 6799

Meeting ID: 836 8964 1821

Passcode: 881462

If you wish to leave a comment for this public meeting, 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, and Renita Robinson.  
Liaisons: Jeff Mirkes and Leah Weycker

## **C. Approval of the Agenda.**

- I. Approval of the agenda for the Tuesday, April 14, 2026, meeting of the Redevelopment Authority.

## **D. Approval of Minutes.**

- I. Approval of the minutes from the Tuesday, March 10, 2026, meeting.

## **E. Public Hearing.**

- I. Public hearing on the Analysis of Brownfield Cleanup Alternatives (ABCA) for the Fire Station Flats site on South Broadway, as required under the EPA Brownfield Revolving Loan Fund (BRLF).

## **F. Regular Business.**

1. Consideration with possible action on issuing an EPA Brownfield Revolving Loan to General Capital Acquisitions, LLC for environmental remediation expenses for the Fire Station Flats site on South Broadway.
2. Consideration with possible action to approve a Master Services Agreement Task Order with Stantec for additional professional environmental services of \$54,400.00 under the EPA Brownfields Cleanup Grant.
3. Consideration with possible action to issue a Large Scale Affordable Housing Development Loan of \$250,000.00 to General Capital Acquisitions, LLC for the construction of Fire Station Flats Apartments.
4. Consideration with possible action to approve a resolution authorizing the submittal of a WEDC Community Development Investment (CDI) grant application for the redevelopment of the Fire Station Flats site on South Broadway.
5. Consideration with possible action on Development Agreement 26-01 with Three Sixty Real Estate Solutions, LLC for the redevelopment of 227 N. Quincy Street, 221 N. Quincy Street, 624 Pine Street, 618 Pine Street, 616 Pine Street, and 605 Cherry Street, and authorizing the City to approve agreements required by the Developer's lender for financing purposes, subject to final legal review.  
The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.
6. Consideration with possible action to award a one-year development agreement for the sites located at 1108, 1112 & 1116 S Broadway to Radue Homes Inc.
7. Consideration with possible action to enter into a Development Agreement with Radue Homes, Inc. for lots 7-19 located on Grand Blvd of the JBS Redevelopment Site.
8. Consideration with possible action to amend the Development Agreement between the Redevelopment Authority of The City of Green Bay and Radue Homes, Inc. for Lots 8-11 Vernon Taylor Drive and Paj Way.
9. Consideration with possible action on request by the Department of Public Works to approve the award of a professional survey, design, and bidding services contract for the Grandview Industrial Park to Ayres Associates in the amount of \$140,015.
10. Consideration with possible action to approve the purchase of 1803 Shawano Ave. Parcel: 6-258-B

## **G. Informational.**

1. Presentation from Homeless Outreach Case Coordinators
2. Financial report and check register.
3. Director's report and project updates.

4. Next Meeting: Tuesday, May 12, 2026.

## H. Adjournment.

I. Adjournment of the Tuesday, April 14, 2026, meeting of the Redevelopment Authority.

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



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

April 14, 2026

**PREPARED BY**

**AGENDA ITEM # D.I**

Approval of the minutes from the Tuesday, March 10, 2026, meeting.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. RDA Minutes 03.10.26



# MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, MARCH 10, 2026, 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/83689641821?pwd=TsxNgYIvyEjb7VFaenJXEG2lLu6J5q.l>

Or call in by phone: +1 312 626 6799

Meeting ID: 836 8964 1821

Passcode: 881462

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## **B. ROLL CALL.**

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

Present: Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas; Renita Robinson on-line @ 2:11pm

Excused: Matt Schueller

Liaisons Present: Jeff Mirkes, Leah Weycker

Others Present: Mayor Eric Genrich, Lacey Cochart, Diana Ellenbecker, Dan Ditscheit

## **C. APPROVAL OF THE AGENDA.**

- I. Approval of the agenda for the Tuesday, March 10, 2026, meeting of the Redevelopment Authority.

Moved by Stephen Srubas, seconded by Ald. Kathy Hinkfuss, to approve the agenda as amended by moving item 2 to the end of the action items and bringing items 3, 4, and 5 forward. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No-None, Abstain-None.

#### **D. APPROVAL OF MINUTES.**

- I. Approval of the minutes from the Tuesday, February 24, 2026, meeting.

Moved by Stephen Srubas, seconded by Ald. Kathy Hinkfuss to approve the minutes. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No—None, Abstain-None.

#### **E. REGULAR BUSINESS.**

- I. Consideration with possible action on the adoption of the 2025 Green Bay Housing Market Study Update.

Moved by Stephen Srubas, seconded by Ald. Kathy Hinkfuss to open the floor. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No-None, Abstain-None.

Speakers:

Will Peters

Emily Soderberg, MSA Professional Services

Morgan Shapiro, MSA Professional Services

Moved by Stephen Srubas, seconded by Ald. Kathy Hinkfuss to close the floor. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No-None, Abstain-None.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas to approve the adoption of the 2025 Green Bay Housing Market Study Update. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No-None, Abstain-None.

2. Consideration with possible action on Amendment 3 to Development Agreement 2021-01 with Merge, LLC for the redevelopment of 236 Arndt Street and 101 Bridge Street (Tax Parcels 3-551 and 3-556).

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.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas, to convene in closed session pursuant to Wis. Stat. §19.85(1)(e). Motion carried by roll call vote: Delveaux — Yes; Ald. Hinkfuss — Yes; Dehn — Yes; Srubas — Yes; Robinson — Yes.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas, to amend and approve the Third Amendment of DA 2021-01 to include commencement of footings and foundations work by June 1, 2026, Option to Repurchase based on June 1 deadline, and vertical commencement by September 30, 2026. Amendment must be approved and signed by close of business on Monday, March 16, 2026. Motion to Approve as Amended.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None. Motion Passed.

3. Consideration with possible action to approve a one-year development agreement with Don Rozz for the construction of an office/storage facility to be located at 1209 S Maple Ave.

Moved by Deby Dehn, seconded by Ald. Kathy Hinkfuss to approve a one-year development agreement with Don Rozz for the construction of an office/storage facility to be located at 1209 S Maple Ave. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, No-None, Abstain-None.

4. Consideration with possible action to approve \$70,227.92 of CHDO funds and \$4,772.08 of HOME funds to NeighborWorks Green Bay for the construction of 115 S Van Buren (Parcel 14-309).

Moved by Stephen Srubas, seconded by Deby Dehn to approve \$70,227.92 of CHDO funds and \$4,772.08 of HOME funds to NeighborWorks Green Bay for the construction of 115 S Van Buren (Parcel 14-309). Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.

5. Consideration with possible action to approve up to \$500,000 in funding from the Downtown TIF 13 account for contingency, if needed, for the Leicht Park shelter project.

Moved by Ald. Kathy Hinkfuss, seconded by Deby Dehn to approve up to \$500,000 in funding from the Downtown TIF 13 account for contingency, if needed, for the Leicht Park shelter project. Motion Passed.

Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, Renita Robinson, No-

None, Abstain-None.

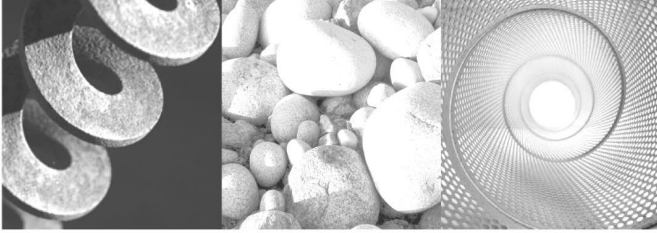
## **F. INFORMATIONAL.**

1. Financial report and check register.
  
2. Director's report and project updates.
  
3. Next Meeting: Tuesday, April 14, 2026.

## **G. ADJOURNMENT.**

1. Adjournment of the Tuesday, March 10, 2026, meeting of the Redevelopment Authority.

Moved by Stephen Srubas, seconded by Ald. Kathy Hinkfuss to adjourn. Motion Passed.  
Yes—Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, Stephen Srubas, Renita Robinson, No-None, Abstain-None.



## **Analysis of Brownfield Cleanup Alternatives**

Former Badger Sheet Metal Site  
402 & 420 S Broadway, 419 S. Maple Ave, and 421 Arndt St.  
Green Bay, Wisconsin

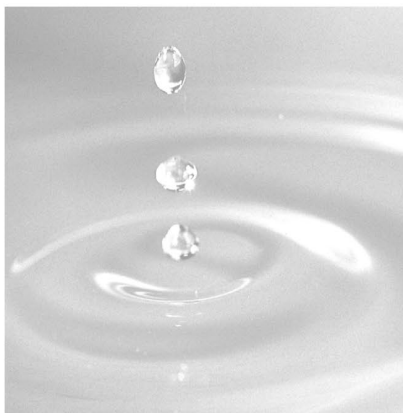
**Submitted to:**

Ashley Green  
Region 5 Brownfield Project Manager  
U.S. Environmental Protection Agency  
77 West Jackson Blvd – SB-5J  
Chicago, Illinois 60604

**Submitted by:**

GEI Consultants, Inc  
3159 Voyager Dr  
Green Bay, Wisconsin 54311  
920.455.8200

April 9, 2026  
Project No. 2100519



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Quin A. Lenz, P.G.  
Project Geologist

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Roger A. Miller, P.G., C.P.G.  
Senior Hydrogeologist

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- Figure 9 – Proposed Cleanup Under Brownfield Revolving Loan Fund Grant



## Acronyms and Abbreviations

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ABCA	Analysis of Brownfield Cleanup Alternatives
ACM	Asbestos containing materials
ACRES	Assessment, Cleanup and Redevelopment Exchange System
BCTs	Building control technologies
BRLF	Brownfield Revolving Loan Fund
BRRTS	Bureau of Remediation and Redevelopment Tracking System
Ch.	Chapter
CY	Cubic yards
ES	Enforcement standard
ERP	Environmental Repair Program
GCA	General Capital Acquisitions, LLC
GEI	GEI Consultants, Inc.
LBP	Lead-based paint
LGU	Local Governmental Unit
LUST	Leaking Underground Storage Tank
MM	Million
MMP	Material Management Plan
PAHs	Polynuclear aromatic hydrocarbons
PCBs	Polychlorinated biphenyls
PCE	Perchloroethylene
PVOCs	Petroleum volatile organic compounds
QAPP	Quality Assurance Project Plan
RADR	Remedial Action Documentation Report
RAOR	Remedial Action Option Report
RCLs	Residual contaminant levels
RCRA	Resource Conservation and Recovery Act
RDA	Redevelopment Authority of Green Bay
RW	Regulated waste
Sigma	The Sigma Group, Inc.
Stantec	Stantec Consulting Services, Inc
The City	City of Green Bay
The Property	420 South Broadway, 419 South Maple Avenue, 402 South Broadway, and 421 Arndt Street in the City of Green Bay, Wisconsin
USTs	Underground storage tanks
U.S. EPA	United States Environmental Protection Agency
VOCs	Volatile organic compounds
WDNR	Wisconsin Department of Natural Resources
Wis. Adm. Code	Wisconsin Administrative Code

## General Information

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<b>Facility:</b>	Former Badger Sheet Metal Site, Green Bay, WI
<b>Parcel IDs</b>	3-569, 3-574, 3-572, and a portion of 2-947
<b>Size:</b>	4.04-acres
<b>U.S. EPA ACRES ID:</b>	236196
<b>U.S. EPA Cooperative Agreement ID:</b>	BF00E02894
<b>WDNR BRRTS NO.:</b>	Badger Sheet Metal Inc – 03-05-001367 (Closed LUST) Badger Sheet Metal Inc (Former) – LGU – 02-5-584381 (Open ERP)
<b>Property Location:</b>	SW ¼ of the NW ¼ of Section 36, Township 24 North, Range 20 East, Brown County, WI
<b>Property Owner:</b>	Redevelopment Authority of the City of Green Bay Matthew Buchanan – Deputy Development Director City of Green Bay 100 N. Jefferson St Green Bay, WI 54301 Phone: 920.448.3396 Email: matthew.buchanan@greenbaywi.gov
<b>Borrower:</b>	General Capital Acquisitions, LLC Sig Strautmanis 6938 N. Santa Monica Blvd Fox Point, WI 53217 Phone: 414.228.3502 Email: sig@generalcapitalgroup.com
<b>CAR's QEP:</b>	GEI Consultants, Inc Roger Miller – Senior Hydrogeologist 3159 Voyager Dr Green Bay, WI 54311 Phone : 920.455.8200 Email : <a href="mailto:rmiller@geiconsultants.com">rmiller@geiconsultants.com</a>
<b>Borrower Consultant:</b>	The Sigma Group, Inc. Steve Meer – Senior Engineer 1300 W Canal Street Milwaukee, WI 53233 Phone : 414.643.4124 Email : <a href="mailto:smeer@thesigmagroup.com">smeer@thesigmagroup.com</a>

Former Badger Sheet Metal Site  
Analysis of Brownfield Cleanup Alternatives  
Green Bay, Wisconsin  
April 9, 2026

**WDNR Oversight:** Wisconsin Department of Natural Resources  
Keld Lauridsen – Hydrogeologist  
2984 Shawano Ave  
Green Bay, WI 54313  
Phone: 920.510.8294  
Email: [keld.lauridsen@wisconsin.gov](mailto:keld.lauridsen@wisconsin.gov)

DRAFT

## Executive Summary

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GEI Consultants, Inc (GEI) completed this Analysis of Brownfields Cleanup Alternatives (ABCA) on behalf of the City of Green Bay (the City) and to support General Capital Acquisitions, LLC (GCA) for the redevelopment of four parcels situated at 420 South Broadway, 419 South Maple Avenue, 402 South Broadway, and 421 Arndt Street in the City of Green Bay, Wisconsin (the Property). The parcels make up what is known as the former Badger Sheet Metal redevelopment site, which is bound by Arndt Street to the north, South Broadway to the east, South Maple Avenue to the west, and Wisconsin Central Limited railroad tracks to the south. Remedial activities are supported by \$800,000 in BLFR funds plus a Borrower match of \$160,000. This ABCA report was prepared utilizing the EPA framework.

The Property, depicted on **Figure 1**, is situated within the City and is currently zoned for mixed use allowing both commercial and residential use. In total, the Property consists of approximately 4.51-acres and is located approximately 800 feet west of the Fox River. The Property is located between South Broadway to the east, Arndt Street to the north, South Maple Avenue to the west, and Wisconsin Central Limited Railroad tracks to the south. In 2025, all buildings on the Property were razed in preparation for site redevelopment. the parcel at 420 South Broadway (Parcel #3-569) accounts for 2.19-acres; the parcel at 402 South Broadway (Parcel #3-572) accounts for 0.11-acres; the parcel at 421 Arndt Street (Parcel #3-574) totals 0.13-acres; and a portion of the parcel at 419 South Maple Avenue (Parcel #2-947), accounts for approximately 1.60-acres. The layout of the Property parcels are depicted on **Figure 2**. The United States Environmental Protection Agency (U.S. EPA) Assessment, Cleanup and Redevelopment Exchange System (ACRES) identification number associated with this Property is 236196. The U.S. EPA Cooperative Agreement identified number associated with this property is BF00E02894.

Soil – Soil contaminants, primarily Resource Conservation and Recovery Act (RCRA) metals and polycyclic aromatic hydrocarbons (PAHs), are widespread across the Property at concentrations in excess of residual contaminant levels (RCLs) based on protection of groundwater and direct contact exposure. While no individual detections of polychlorinated bi-phenyl (PCB) compounds exceeded regulatory thresholds, two samples exceeded the groundwater pathway RCL for total PCBs. The two soil borings that identified PCBs were located outside of the property boundaries and therefore, PCBs are not considered a threat on the Property.

Multiple volatile organic compounds (VOCs) including benzene and perchloroethylene (PCE) were identified within soil on the Property exceeding respective ch. NR 720 Wis. Adm. Code groundwater pathway RCLs. Benzene, in one boring (B15) exceeded the non- industrial direct contact RCL. The VOC impacted areas have undergone remedial excavations and the source areas were effectively removed from the Property and confirmed via sampling.

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

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

Vapor – In 2025, VOC impacted soils were removed from the Property during the City’s remedial activities in the southern and eastern portions of the Property. Vapor intrusion concerns will be further addressed as part of the planned future use of the Property due to groundwater with residual VOC impacts onsite which may extend beneath or proximate to areas of proposed redevelopment. Depending on final reuse plans and building alignments, residual VOC impacts identified in the groundwater could pose a threat to indoor air quality due to vapor intrusion.

Asbestos, Lead-Based Paint, and Restricted Waste – Assessment activities identified asbestos containing materials (ACMs), lead based paint (LBP), and regulated waste (RW) at multiple locations throughout the property buildings. The identified wastes were reportedly abated and properly disposed of prior to the building demolition in 2025.

Remedial Action Activities – Remedial activities have been completed by the City to facilitate redevelopment at the Property. Based on conversations with Stantec, the selected remedial approach funded under the FY2023 U.S. EPA Brownfield Cleanup Grant includes:

- Demolition of all buildings depicted on **Figure 2** including abatement of ACM and/or LBP, to allow for further assessment and remediation of underlying impacted soil and/or groundwater; and
- Excavation and landfill disposal of petroleum (VOC) impacted soil.

Additional remedial actions are necessary on the greenway utilizing the FY2023 U.S. EPA Brownfield Cleanup Grant, which includes:

- Excavation of impacted soil to construct the proposed greenway and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events;
- Onsite management and/or landfill disposal of RCRA metal, and PAH impacted soils excavated during greenway construction; and
- Installation of imported soil (18 inches) and/or impermeable surface (i.e., asphalt, concrete, and/or pavers) caps associated with greenway construction.

The proposed greenway is south of the redevelopment Property on an adjoining parcel.

Proposed Remedial Action Activities – Additional remedial action activities are warranted to facilitate redevelopment at the Property. Based on the evaluation described herein, the selected remedial approach proposed, which will utilize the FY 2020 Brownfield Revolving Loan Funds (BRLF), would be integrated with the redevelopment. The BRLF loan funded activities that are the subject of this ABCA include:

- Excavation, reuse, and/or disposal of impacted materials to facilitate the proposed mixed-use development;
- Installation of institutional controls and building control technologies (engineered cap and/or vapor mitigation system).
  - The engineered caps consisting of imported soil or impermeable surfaces (i.e., asphalt, concrete, and/or buildings) as a part of the proposed mixed-use development; and
  - The vapor mitigation system (if warranted) will help prevent vapor intrusion into the building from residual VOC contamination initially identified in the groundwater on the Property.
- Establishing additional institutional controls/continuing obligations and maintenance plans to provide for long-term operation of building control technologies (BCTs).

DRAFT

# 1. Background Information

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GEI Consultants, Inc (GEI) completed this Analysis of Brownfields Cleanup Alternatives (ABCA) on behalf of the City of Green Bay (the City) and to support General Capital Acquisitions, LLC (GCA) remediation as part of their redevelopment of four parcels situated at 402 South Broadway, 420 South Broadway, 419 South Maple Avenue, and 421 Arndt Street in the City of Green Bay, Wisconsin (the Property). The parcels make up what is known as the former Badger Sheet Metal redevelopment site, which is bound by Arndt Street to the north, South Broadway to the east, South Maple Avenue to the west, and Wisconsin Central Limited railroad tracks to the south. Remedial activities are supported by \$800,000 in BRLF funds plus a Borrower match of \$160,000.

The Property consists of all portions of three contiguous parcels of land and a portion of a fourth contiguous parcel of land, all owned by the Redevelopment Authority of Green Bay (RDA) and occupying approximately 4.03 acres in a former commercial and industrial portion of the City. The location of the Property is illustrated on **Figure 1 – Property Location Map** and in further detail on **Figure 2 – Property Layout**. The table below summarizes the parcel identification numbers and addresses which compose the Property. The table also corresponds to the Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment Tracking System (BRRTS) case numbers and existing United States Environmental Protection Agency (U.S. EPA) Assessment, Cleanup and Redevelopment Exchange System (ACRES) identification number associated with the combined parcels.

**Table 1-1: Parcel Identification Numbers**

420 South Broadway	419 South Maple Avenue	421 Arndt Street	402 South Broadway
Parcel #3-569	Parcel #2-947	Parcel #3-574	Parcel #3-572
BRRTS ID: 03-05-001367 (Closed Leaking Underground Storage Tank [LUST]) BRRTS ID: 02-05-584381 (Open Environmental Repair Program [ERP])	BRRTS ID: 02-05-584381 (Open ERP)	NA	NA
ACRES ID: 236196			

## 1.1. Historic Property Use/Occupancy

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

were later sectioned off and rented out to multiple small industrial and commercial business tenants including two automotive repair shops, a crane company, and a photo advertising business.

## 1.2. Environmental Site Investigations

**2018 Phase I ESA** – Stantec completed a Phase I ESA at the Property during February 2018 (Stantec Consulting Services, Inc [Stantec], 2018a) and identified the following recognized environmental conditions in connection with the Property:

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

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

**Phase II ESA and Site Investigations** – Stantec completed multiple Site assessments/investigations at the Property using funds from two hazardous substance and petroleum brownfield assessment grants awarded to the City by the U.S. EPA in FY2017 under Cooperative Agreement Number BF 00E02279-0 and in FY2019 under Cooperative Agreement Number BF 00E02715-0. Soil and groundwater sample locations performed at the Property are illustrated on **Figure 3** and **Figure 4**, respectively. Results from the Stantec 2018 through 2022 assessments are summarized below and impacts delineated on **Figures 5 - 7**.

**Soil** – Data collected during the SI and previous assessment activities indicates that soil contaminants, primarily PAHs and RCRA metals, are widespread across the Property at concentrations in excess of Wisconsin Administrative Code (Wis. Adm. Code) NR 720 RCLs based on protection of groundwater and direct contact exposure. Multiple volatile organic compounds (VOCs) including benzene and tetrachloroethylene (PCE) were identified within soil on the approximate southern half of the Property where the greenway is proposed to be constructed which exceed respective NR 720 groundwater pathway Residual Contaminant Levels (RCLs). Benzene in one boring (B15) exceeded the non-industrial direct contact RCL and is associated with a release of petroleum products identified at the Property. While no individual detections of polychlorinated biphenyls (PCB) compounds exceeded regulatory thresholds, two samples (SB12 and SB32) exceeded the groundwater pathway RCL for total PCBs. These soil borings were not within the property boundaries.

The greatest impact to soil quality is the sitewide historic fill containing elevated levels of polycyclic aromatic hydrocarbons (PAHs) and various resource conservation recovery act (RCRA) metals including arsenic and lead. Due to the large quantity of historic fill materials present across the Property, historic fill will require proper management and/or reuse onsite.

VOC impacts to soil appeared to be attributable to a historic release of petroleum on the southeastern portion of the Property and sporadic locations likely associated with historic fill.

Groundwater – Sampling results of the SI and previous assessments indicate that soil containing RCRA metals, PAHs, and PCBs in excess of Wis. Adm. Code NR 720 RCLs based on groundwater protection are not having a significant adverse impact on groundwater quality. Arsenic in MW18 was the only metal detected exceeding the Wis. Adm. Code NR 140 Enforcement Standard (ES). Various PAHs have been identified in groundwater from three wells exceeding the NR 140 ESs but are relatively stable or decreasing. Petroleum VOCs identified in groundwater are limited to two wells (TW15 & TW16) near a former automotive maintenance shop and appear to be decreasing. The estimated extent of groundwater contamination is provided on **Figure 7**.

Vapor Intrusion – The use of the former buildings was evaluated to assess the potential exposure risk from vapor intrusion. It is understood the buildings were primarily used for storage with minimal day-to-day occupancy except for the barber shop on the northeast corner of the Property. This barbershop was not considered to be a risk to vapor migration because of its distance from the areas of known VOC impacts. Given the limited day-to-day occupancy of the other buildings, vapor intrusion did not appear to pose a concern.

**Pre-Demolition Assessment: Asbestos, Lead-Based Paint, and Restricted Waste:** A pre-demolition assessment of asbestos containing material (ACM), lead-based paint (LBP), and regulated waste (RW) materials at 420 South Broadway and 419 South Maple Avenue in December 2021. Per the assessment results, ACM, LBP, and RW were identified at multiple locations throughout the property buildings at the Site. The identified waste was abated and properly disposed prior to building demolition in 2025.

**2025 Phase I ESA:** Stantec completed a Phase I ESA of the Property during June 2025 and identified the following recognized environmental conditions (RECs) in connection with the Property:

- The open Wisconsin Department of Natural Resources (WDNR) Environmental Repair Program (ERP) case (#02-05-584381) associated with the historic use of the site requiring additional investigation and remediation at the Property (REC);
- The potential presence of unabandoned underground storage tank(s) (USTs) associated with the former filling and service station and sheet metal manufacturing facilities (REC);
- The closed WDNR Leaking Underground Storage Tank (LUST) case (#03-05-001367) documenting residual petroleum impacts to soil and groundwater from USTs formerly at the Property (CREC) and;
- Residual petroleum, metal, and solvent contamination in soil and/or groundwater associated with documented off-site releases adjacent to the Subject Property (CREC).

Full findings and opinions of the Phase I ESA can be found in the assessment report dated June 11, 2025.

**2025 Remedial Activities:** To facilitate remedial action activities, demolition of all buildings on the Property were necessary. Building removal prepared the Property for redevelopment as well as removed barriers to VOC contaminated soils that were excavated prior to redevelopment. ACM, LBP, and RW identified within each structure were abated as needed prior to demolition and/or properly managed during the demolition work.

Four areas of VOC-impacted soils were defined during the SI. VOC-impacted soils were excavated and disposed of at an approved solid waste landfill, significantly reducing the potential for vapor intrusion concerns to future structures. VOC excavation at "Area A" on **Figure 8** Cleanup Activities Completed Under EPA Grant was excavated to approximately 7 to 11 feet (ft) depth and generated approximately 6,175 cubic yards (CY). Excavations at Areas B, C, and D were excavated to approximately 1 to 6 ft and generated an additional 1,100 CY of VOC-impacted materials for offsite disposal. Post-excavation confirmation soil samples were collected from all of the excavations except for Area C. Results from previously collected samples around Area C were used to verify VOC impacts had been sufficiently removed. A geotextile fabric and/or marker barrier was placed in the excavations and clean granular backfill was utilized to fill the excavations. VOC impacted soils were not reused onsite.

During the demolition of the Barbershop building, petroleum odors were observed near the former building foundations. Two steel petroleum product underground storage tanks (USTs) were discovered, with one UST on the north side and one UST on the south side of the building. The USTs were cleaned, removed, and properly disposed/recycled. A tank system site assessment (TSSA) was performed on both tanks, including soil sampling, and petroleum-impacted soil was removed from the Property as illustrated on **Figure 8**. Excavations from the former Barbershop area extended to depths of 12 to 14 ft and generated approximately 2,000 CY for landfill treatment/disposal. Soil confirmation samples were collected from the excavation.

Based on communications with Stantec and available preliminary data, confirmation soil samples were collected from the remedial excavations (Areas A, B, D, and the Barbershop). for VOC analysis. Reported concentrations were below Wis. Adm. Code NR 720 soil standards (Residual Contamination Limits [RCLs], and/or "J-flagged" by the laboratory as being above the laboratory MDL but below the laboratory's limit of quantification (LOQ).

A total of 13,635.76 tons of VOC-impacted soils were disposed of at the landfill. A barrier material was placed in the excavations and clean granular backfill was utilized to fill the excavations. Imported granular fill was used to backfill the remedial excavations and was compacted in lifts. Results of the remedial activities including post-excavation confirmation sampling will be documented in the Remedial Action Documentation Report (RADR).

Soils outside the excavated VOC-impacted areas were not interpreted to contain VOCs at concentrations above RCLs. Concentrations of residual RCRA metals and PAHs contaminants were interpreted to be sufficiently low to allow for reuse on-site as needed.

RCRA metal and PAH contaminated soils are documented to remain across the Property outside of the excavated VOC-impacted areas. The focus of BRLF funded tasks will be to remediate and/or protect against exposure to these contaminated soils through engineered controls. In addition, if verification sampling determines that residual VOC contamination poses a threat for vapor intrusion into the new building, BRLF funds are also allocated for design and installation of a vapor mitigation system.

The above summary of 2025 remedial actions is based on communications with Stantec and/or preliminary data tables and maps provided for the use in this ABCA. Further details regarding the demolition and remedial activities are expected to be documented in the RADR. The RADR has not been finalized as of the issuance date of this ABCA.

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## 2. Remedial Action Options Evaluation

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### 2.1. Proposed Property Redevelopment

The redevelopment of the Badger Sheet Metal site leverages a public-private partnership to construct a mixed-use affordable housing development containing 85 units of multifamily housing and community serving units (Fire Station Apartments) in the northern portion of the Property and the Green Bay Metro Fire Station with administrative offices in the east-central portion of the Property. Remediation associated with the Borrower's apartment development is the subject of the ABCA.

Property improvements include:

- Investments in Housing – In September 2025, the City executed a Development Agreement (2025-08) with GCA that supports the construction of a four-story residential apartment building worth over \$25 million. The development option also offers the flexibility for additional residential development on the 419 South Maple Street parcel to be completed at a later date. The development will help the community address its housing shortage by directly reducing demand on low and middle-income units in the City.
- Neighborhood Business Support – The project includes ground floor commercial space along Broadway and intends to fill those spaces with established neighborhood businesses currently operating on brownfield sites.
- City Fire Station – The City will construct a new state-of-the-art fire station for the neighborhood west of the Fox River. The new facility will consolidate two aging stations to provide better emergency services to the community.

### 2.2. Cleanup Standards and Applicable Laws

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

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

## 2.3. Remedial Action Options Evaluation

Based on impacts identified to date, remedial action activities are warranted to facilitate redevelopment at the Property described in Section 2.1. The ABCA evaluates remedial options based on several criteria including effectiveness, ease of implementation and cost. As summarized on the table in Appendix A, the remedial options evaluated under this ABCA for FY 2020 BRLF funding include the following:

1. Natural Attenuation (no action).
2. Excavate all remaining impacted soils on the property to a depth of four feet, for offsite disposal at a licensed solid waste landfill, and backfill with clean fill materials to final grade.
3. Limited excavation of soil with RCRA metals and/or PAH impacts with on-site management, off-site disposal of excess material (e.g., geotechnically unsuitable soils, and/or new or significant contamination identified during construction), as needed, and installation of institutional controls (engineered caps and/or vapor mitigation systems) to manage residual soil, groundwater, and/or vapor impacts.

In general, each remedial option is considered technically feasible; however, the short-term and long-term effectiveness, protection of public health, safety, or welfare or the environment, implementability resilience in addressing potential adverse impacts caused by extreme weather events, and estimated cost for each option vary greatly as described below.

Alternative 1 – Although the cost to implement remedial Alternative 1 (\$25,000 to \$50,000) is the least of the three options and this alternative is easy to implement, natural attenuation of constituents associated with residual impacts is limited. The overall magnitude, mobility, and toxicity of impacts would not decrease to background, non-detectable, or nonregulated concentrations within a reasonable timeframe. Following redevelopment, impacts would be near sensitive receptors and impacts could be mobilized during extreme weather events if not remediated. Therefore, Remedial Alternative 1 is not considered a viable option.

Alternative 2 – Excavation and offsite disposal of impacted soils proposed in Alternative 2 would be effective in long-term elimination of or substantial reduction in the mobility, toxicity, and magnitude of residual soil impacts. It could be easily implemented. The removal of remaining contaminated soil to a depth of 4 feet, refilling the Property to meet design grades and constructing the new building with impermeable surfaces (i.e. building foundations/floor slabs, asphalt parking lot, and sidewalks, etc.) would create an engineered surface barrier to mitigate the risk for potential adverse impacts caused by extreme weather events (such as mobilization of impacts during flood events). However, the estimated cost for Alternative 2 is excessive (estimated \$3.4 million [MM]). Further, Alternative 2 would require transporting a considerable volume of soil to a landfill for disposal (estimated 20,000 CY) and require a similar volume of clean fill to be imported to the Property to bring the Property back to current grade. The need for institutional controls (vapor mitigation system) may still be required due to residual groundwater contamination on the Property. Therefore, Alternative 2 is not considered a viable option.

Alternative 3 – Under Remedial Alternative 3, targeted/limited excavation of soil containing RCRA metals and/or PAH impacts with on-site management, as practicable and easily implemented. Off-site disposal of excess material (e.g., geotechnically unsuitable soils, and/or any new or significant contamination identified during construction) may be necessary. Installation of institutional controls (i.e., surface cap and/or vapor mitigation) are also included in this option to address residual soil, groundwater, and/or vapor impacts. To facilitate redevelopment, material excavated from building foundations and utility trenches containing RCRA metal and/or PAH-impacts would be reused as practicable on-site. Soils would be reused as fill to achieve the desired elevation of the Property. Capping the Property with 18 inches of clean soil and/or impermeable surfaces (i.e., building foundations/floor slabs, asphalt parking lot, and sidewalks, etc.) would create an engineered barrier to protect against direct contact with residual soil impacts while mitigating the risk for potential adverse impacts caused by extreme weather events (such as mobilization of impacts during flood events). Installing a vapor mitigation system would protect against vapor intrusion from residual groundwater VOC contamination into the building. This work is estimated to cost \$960,000. Remedial Alternative 3 is considered the most reasonable and cost-effective approach to facilitate proposed redevelopment.

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## 3. Selected Remedial Action Option

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### 3.1. Selected Remedial Action Option to be Funded Under the FY 2020 Brownfield Revolving Loan Fund

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

The selected remedial action option to be funded under the FY 2020 BRLF includes three main elements described below:

**Element 1 - Excavation and Site Grading** – Soils containing various concentrations of RCRA metals and PAH contaminants are present at the Property at levels that allow for on-site reuse, as needed and depicted on **Figure 9**. In general, impacted soils will be generated during site grading, utility installation, and building foundation construction activities. Approximately 2,100 CY of RCRA metals- and PAH-impacted soil are anticipated to be cut and reused on site to achieve subgrade elevations. Most excavated materials will be reused beneath proposed structures or green spaces and will not be placed at depths greater than those from which they were sourced. If cut material is geotechnically unsuitable to be reused and/or excess soils occur, soils will be disposed of at an approved licensed landfill. Approximately 5,150 CY of imported fill material is anticipated to be required to raise site grades, as depicted on **Figure 10**. Rammed aggregate piers will be utilized to support the proposed building foundations. The proposed building, asphalt parking lots, driveways, and green spaces will serve as an engineered cap over the impacted soils.

A Material Management Plan (MMP) will be prepared and submitted to WDNR for approval for managing RCRA metal- and PAH-impacted soils on-site. The MMP will describe the soils targeted for reuse on-site and the installation of an engineered barrier (e.g., quality, placement location, placement depth, etc.) and outline contingency plans for managing wastewater (e.g., infiltrated groundwater, stormwater, etc.) and/or other materials encountered during construction. The MMP will also describe field verification sampling, as appropriate, to further assess the vapor intrusion pathway to determine the building/building sections that would require or benefit from installation of a vapor mitigation system. The design of a vapor mitigation system would be provided under separate cover, as appropriate, for WDNR approval/concurrence.

While not anticipated, in the event soils from non-VOC impacted areas exhibit obvious evidence of VOC impacts, staining, odors, etc., contractors should immediately stop work in the area and follow procedures outlined in the MMP.

**Element 2 - Post Construction Documentation Report and Establishing Institutional Controls** - A

documentation report will be prepared following the excavation and reuse of impacted soils and construction of the engineered barriers and/or vapor mitigation systems. Following construction of the engineered barrier and/or vapor mitigation system, a request for closure for the Property will be prepared and listed on the WDNR GIS Registry. The listing will serve as a continuing obligation/institutional control to restrict groundwater consumption, restrict disturbance of the engineered barrier, and prevent vapor intrusion into the building by maintaining the vapor mitigation system. The GIS Registry will provide for notification of residual impacts to soil and groundwater and will include an annual engineered barrier maintenance plan and vapor mitigation system operation.

**Element 3 - Engineering, Remedial Design, Permitting, Program Management, and Community**

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

### **3.2. Estimated Cost**

The FY 2020 BRLF will fund \$800,000 for eligible cleanup activities, while overall remedial efforts total to \$960,000 including the \$160,000 match from GCA. Per City of Green Bay BRLF Policies and Procedures, the recipient is responsible for cost share (match) equal to or exceeding 20% of the loan amount and personal guarantees from owners with more than 20% entity ownership. Program management will be facilitated by the City/City's BR team.

### **3.3. Restoration Time Frame**

Implementation of Remedial Alternative 3 is anticipated to take 3-8 months to complete, pending the construction schedule and contractor availability. Long-term maintenance may include annual inspections of the engineered barrier and/or vapor mitigation system operation.

### **3.4. Performance Measures**

Verification samples are not anticipated for RCRA metal and PAH-impacted soils as this material has been adequately characterized for reuse as fill on-site.

If potential VOC contamination or other potential waste is encountered, as described in Section 3.1, steps identified in the MMP should be followed. If additional remedial excavations are completed, verification samples should be collected from these areas where newly discovered VOC-impacted soil or other unanticipated waste is removed to document the source of contamination has been adequately removed. Samples would be collected from the excavation sidewalls during the proposed work. Prior to verification sampling, the Quality Assurance Project Plan (QAPP) would be amended accordingly and submitted to the EPA for approval.

Confirmation of the buildings, asphalt parking lots/driveways, and cap thickness in landscaped areas will be completed. Post-construction monitoring may be appropriate outside the scope of this work to further document the soil, groundwater and/or soil vapor conditions and as needed to support WDNR case closure.

### **3.5. Treatment Residuals**

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

### **3.6. Sustainable Remedial Action Considerations**

The described remedial approach relies on utilizing an engineered barrier with targeted soil excavation and on-site reuse of impacted soil where feasible. This approach limits transporting soil for offsite disposal in a landfill.

Petroleum soils that were removed from the Property as part of the City's remedial activities were added to a bio-pile at the solid waste landfill to facilitate natural attenuation of residual impacts. Low sulfur diesel can be used, and a no-idle policy would further reduce the carbon footprint. The south end of the Property will be restored to a greenway and is planned to include a public pedestrian walkway/bike path and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events. The entire greenway provides a means of green infrastructure within a highly developed area of the City.

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## 4. References

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

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

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

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

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

Stantec, 2025, Phase I Environmental Site Assessment, Former Badger Sheet Metal Parcels, 402 and 420 South Broadway; 421 Arndt Street; and 419 South Maple Avenue, Green Bay, Wisconsin, June 11, 2025.

Stantec, 2025, Analysis of Brownfield Cleanup Alternatives, Former Badger Sheet Metal Site, 420 South Broadway and 419 South Maple Avenue, Green Bay, Wisconsin, June 11, 2025.

## Figures

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**Figure 1 – Property Location & Local Topography**

**Figure 2 – Property Layout**

**Figure 3 – Property Layout with Soil Boring Locations**

**Figure 4 – Property Layout with Monitoring Well Locations**

**Figure 5 – Estimated Extent of PAH Contamination in Soil**

**Figure 6 – Estimated Extent of RCRA Metal Contamination in Soil**

**Figure 7 – Estimated Extent of Groundwater Contamination**

**Figure 8 – Cleanup Activities Completed Under EPA Grant**

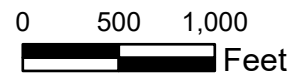
**Figure 9 – Proposed Cleanup Under Brownfield Revolving Loan Fund Grant**

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**LEGEND:**  
 Property Location

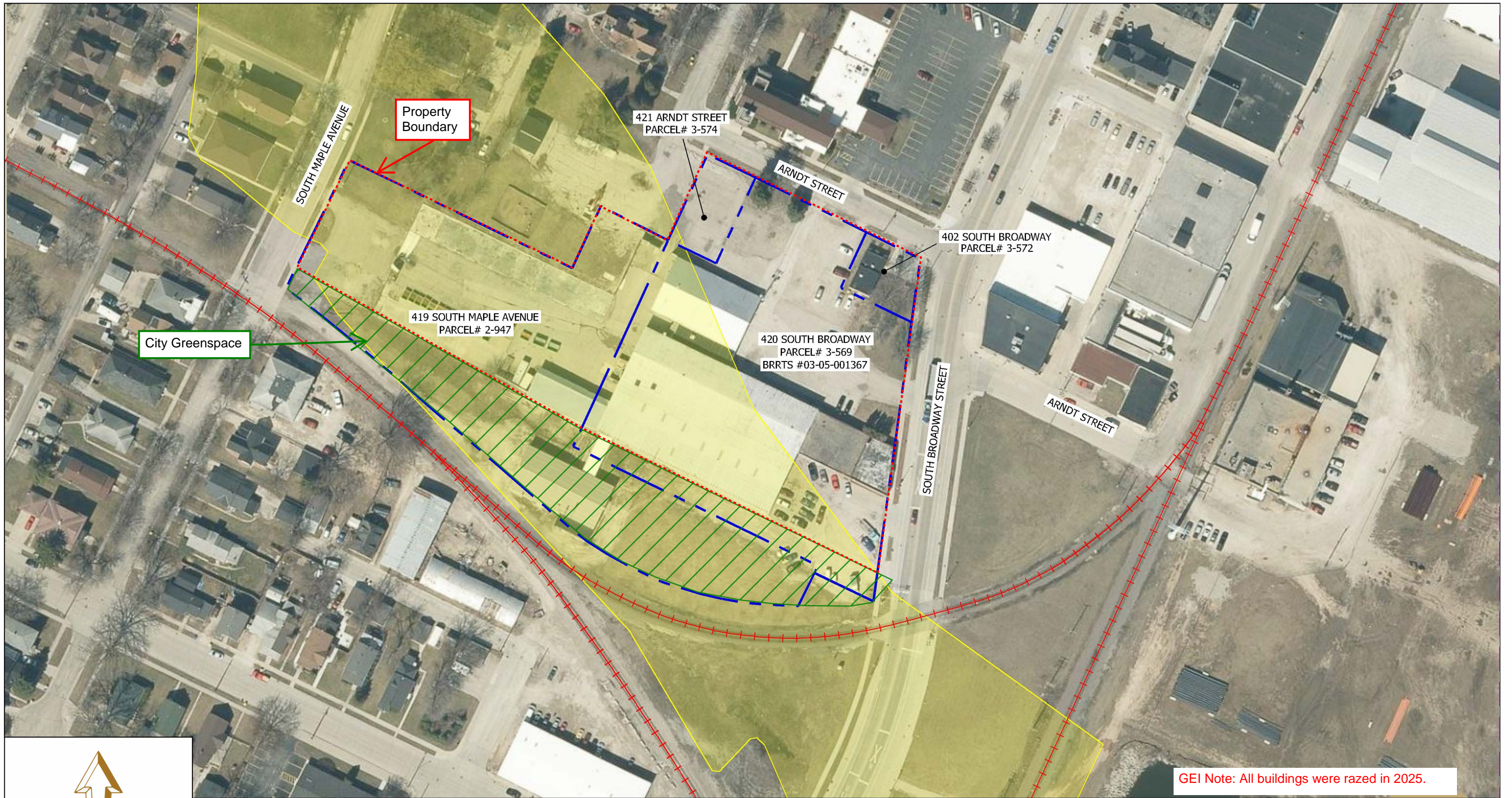
**NOTES:**  
 1. Accuracy of information shown is not guaranteed.  
 2. Source: ESRI USGS Topography Basemap (Accessed 2026); Stantec (Accessed 2026).



Badger Sheet Metal  
 402 & 420 S Broadway; 419 S Maple Avenue; 421 Arndt Street  
 Green Bay, Wisconsin  
 City of Green Bay  
 Green Bay, Wisconsin

**GEI** Consultants  
 Project 2100519

PROPERTY LOCATION & LOCAL TOPOGRAPHY MAP  
 February 2026  
 Fig. 1






GEI Note: All buildings were razed in 2025.



SCALE IN FEET



**LEGEND**

-  APPROXIMATE PROPERTY LINE
-  EXISTING RAILROAD LINE
-  APPROXIMATE FORMER SLOUGH

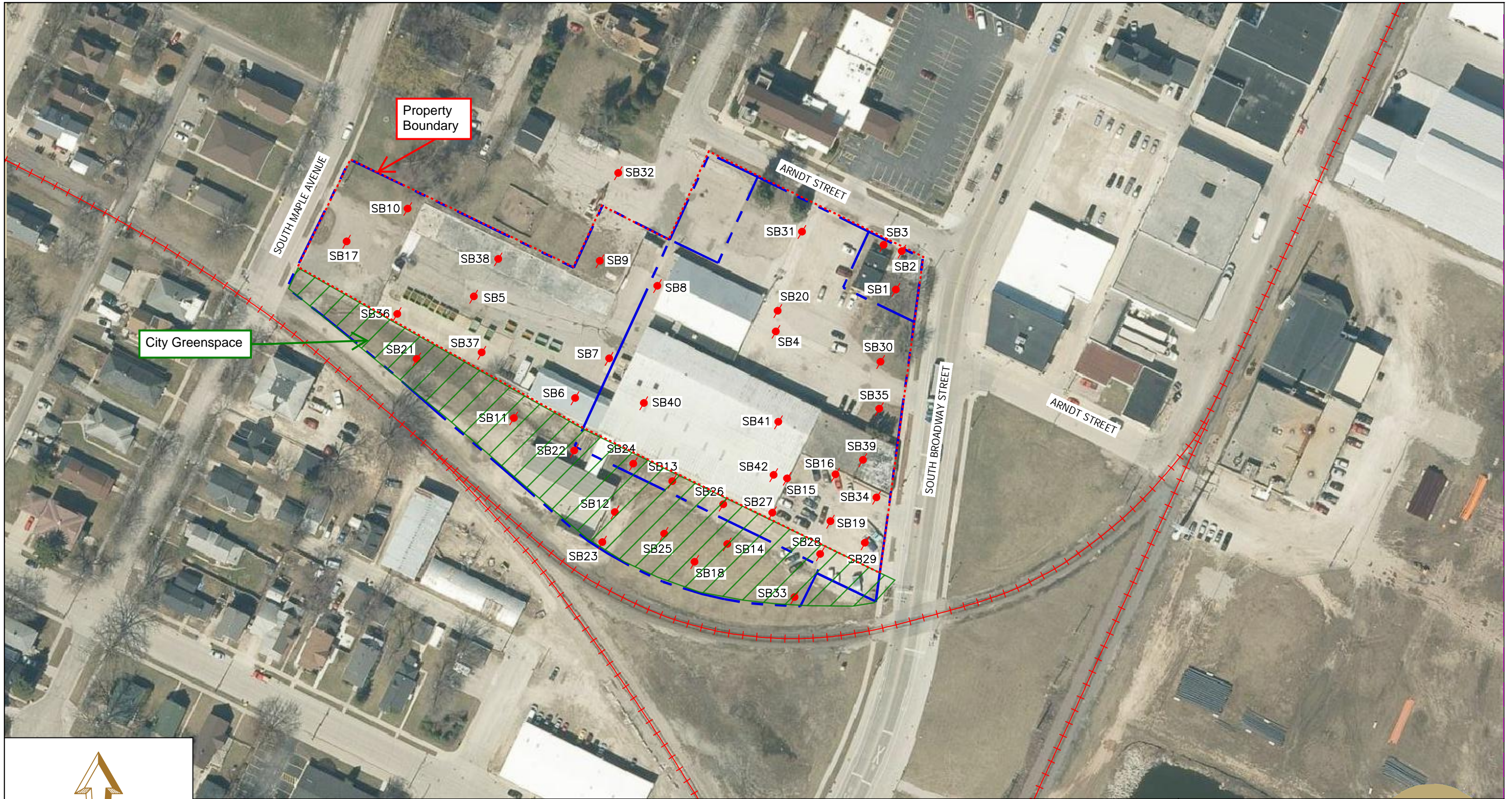


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**PROPERTY LAYOUT**

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



City Greenspace

Property Boundary



SCALE IN FEET



**LEGEND**

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



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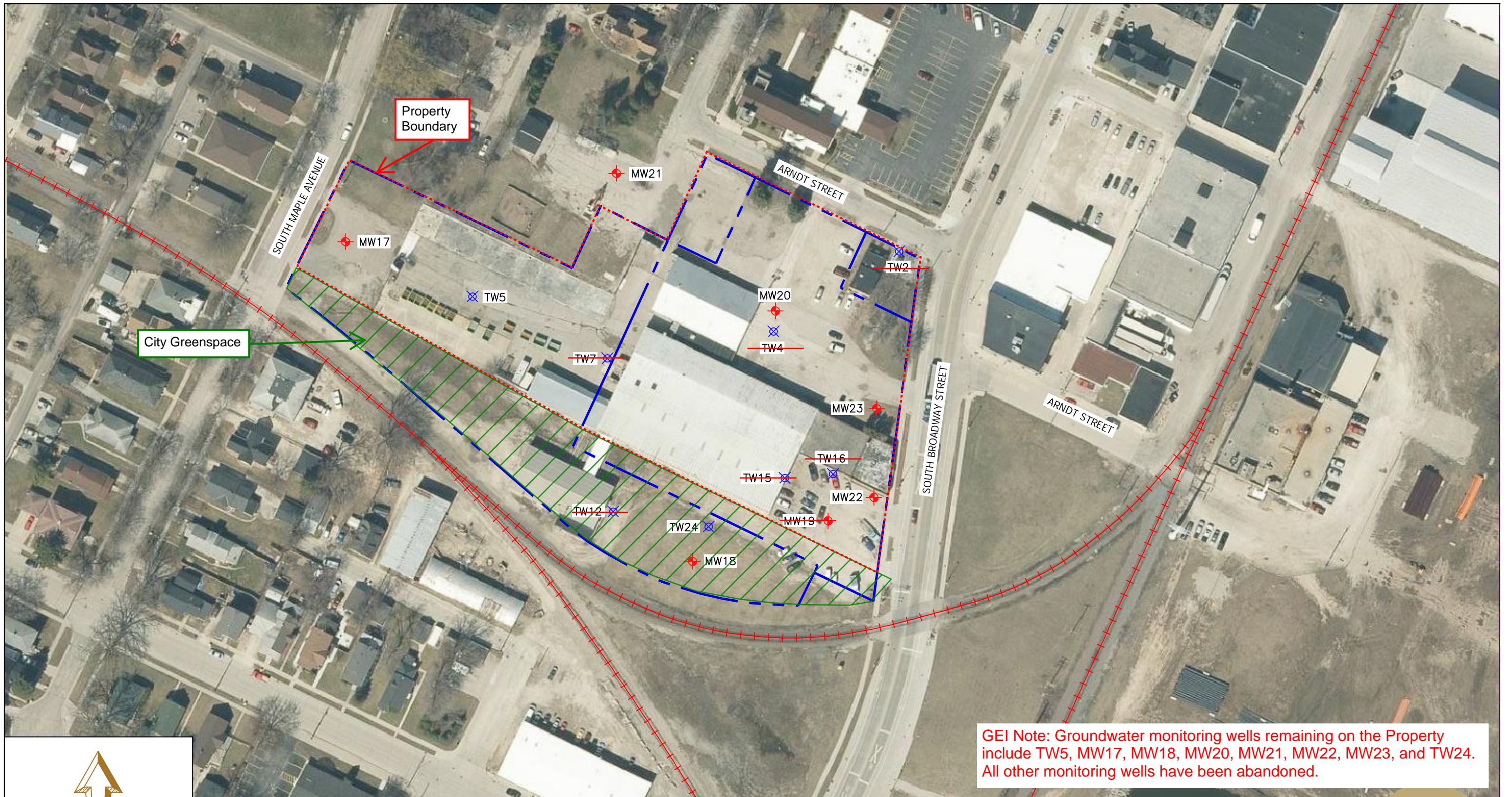
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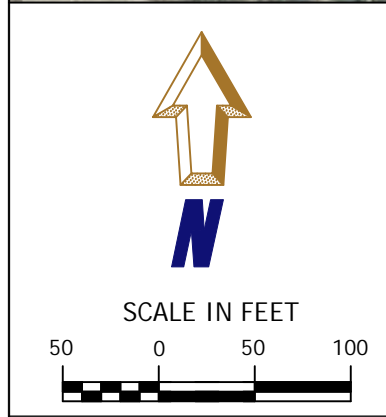
**PROPERTY LAYOUT WITH SOIL BORING LOCATIONS**

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

PROJECT NUMBER: 193707526    FIGURE 3



**GEI Note:** Groundwater monitoring wells remaining on the Property include TW5, MW17, MW18, MW20, MW21, MW22, MW23, and TW24. All other monitoring wells have been abandoned.



LEGEND	
	APPROXIMATE PROPERTY LINE
	EXISTING RAILROAD LINE
	TEMPORARY MONITORING WELL LOCATION
	MONITORING WELL LOCATION



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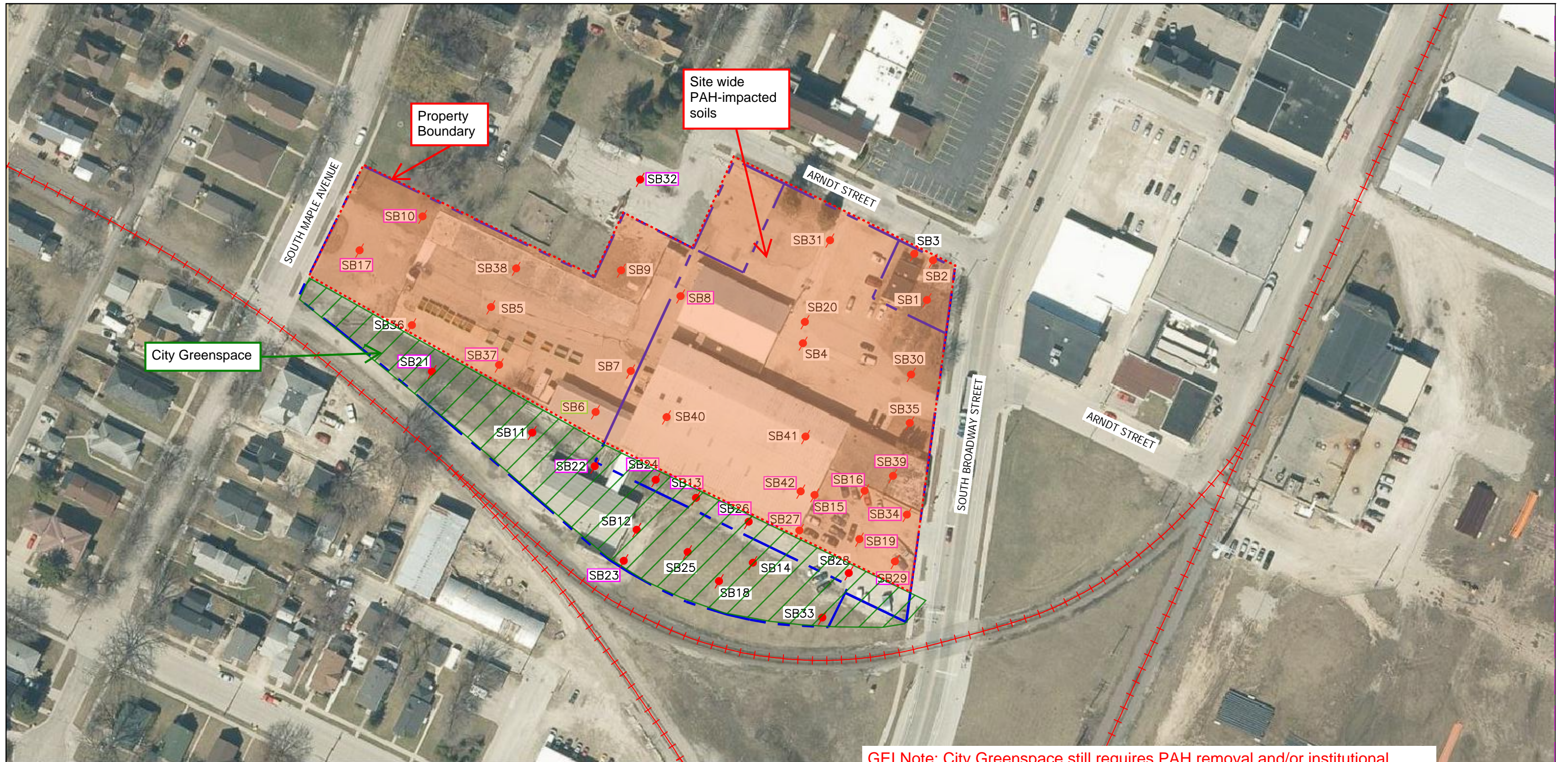
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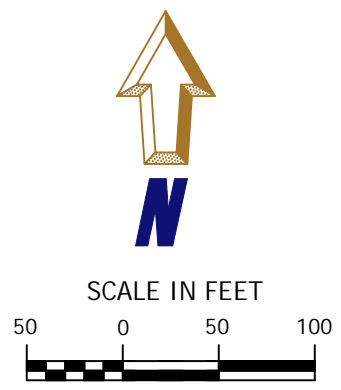
**PROPERTY LAYOUT WITH MONITORING WELL LOCATIONS**

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

PROJECT NUMBER: 193707526 FIGURE 4



**GEI Note:** City Greenspace still requires PAH removal and/or institutional controls. The Greenspace is currently in the design phase. PAH-impacts are considered site wide.



- LEGEND**
- - - - - APPROXIMATE PROPERTY LINE
  - - - - - EXISTING RAILROAD LINE
  - SB1 SOIL BORING LOCATION
  - SB6 LOCATION EXCEEDS GROUNDWATER PATHWAY RCL FOR ONE OR MORE PAH COMPOUNDS
  - SB8 LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE PAH COMPOUNDS

\*NOTE: PAH CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE



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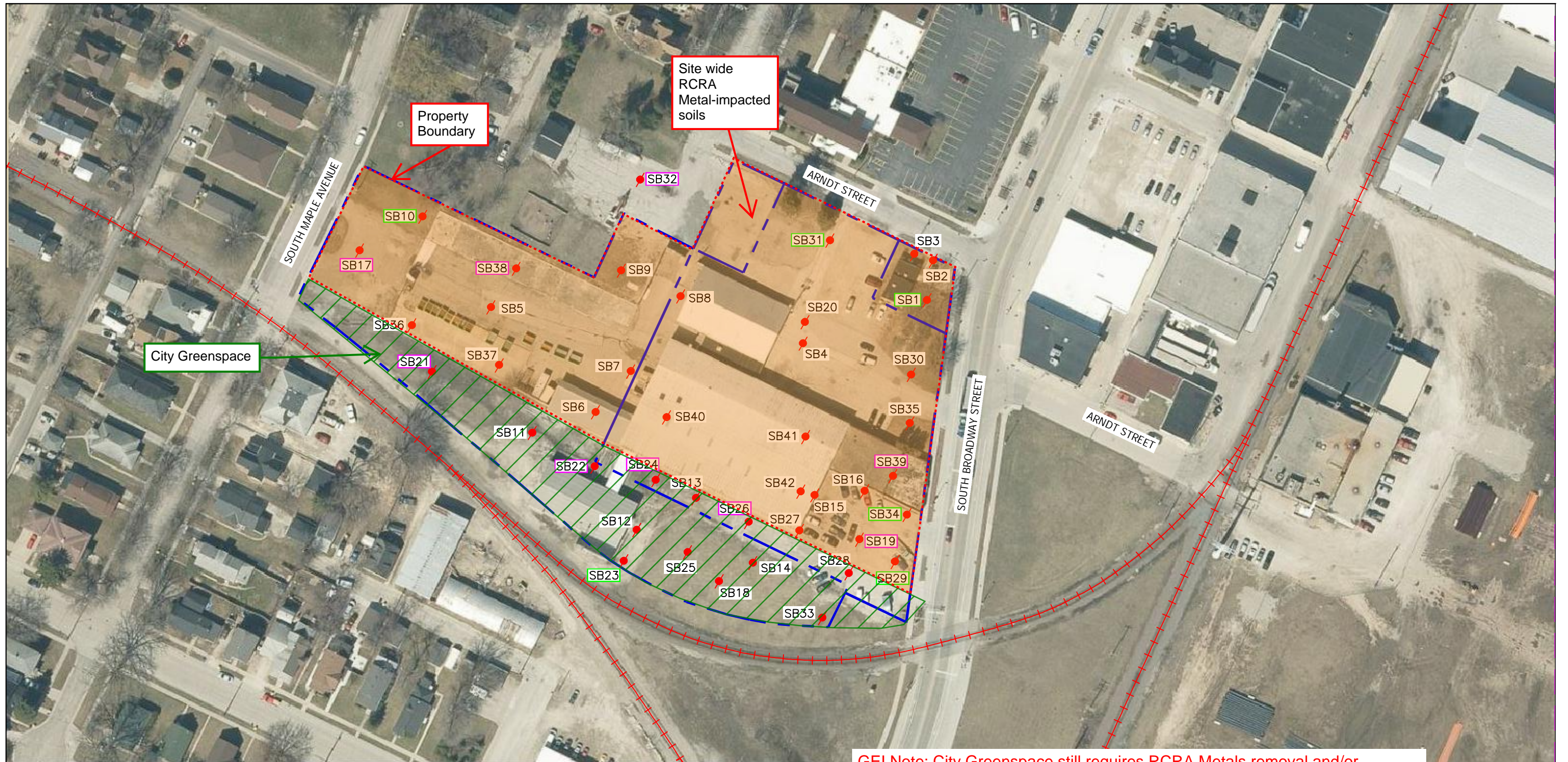
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**ESTIMATED EXTENT OF PAH CONTAMINATION IN SOIL**






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

PROJECT NUMBER: 193707526 FIGURE 5



**GEI Note:** City Greenspace still requires RCRA Metals removal and/or institutional controls. The Greenspace is currently in the design phase. RCRA Metal-impacts are considered site wide.

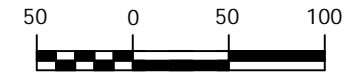
**LEGEND**

-  APPROXIMATE PROPERTY LINE
-  EXISTING RAILROAD LINE
-  SB1  
SOIL BORING LOCATION
-  SB10  
LOCATION EXCEEDS BTV OR GROUNDWATER PATHWAY RCL FOR ONE OR MORE RCRA METALS
-  SB17  
LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE RCRA METALS

\*NOTE: RCRA METAL CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE



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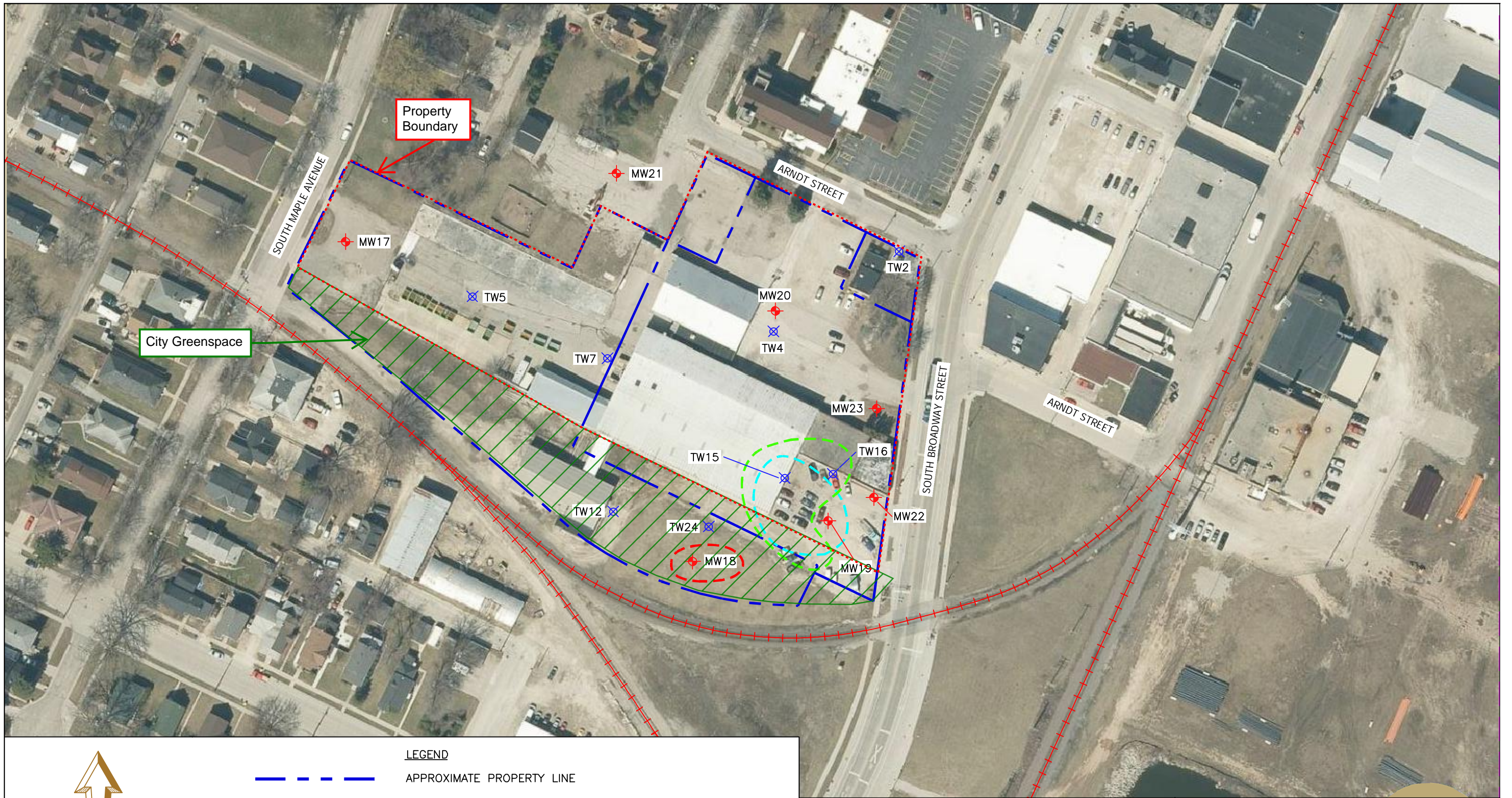
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**ESTIMATED EXTENT OF RCRA METAL CONTAMINATION IN SOIL**

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

PROJECT NUMBER: 193707526 FIGURE 6



SCALE IN FEET

**LEGEND**

- - - APPROXIMATE PROPERTY LINE
- - - ESTIMATED EXTENT OF VOCs IN GW EXCEEDING ES
- - - ESTIMATED EXTENT OF PAHs IN GW EXCEEDING ES
- - - ESTIMATED EXTENT OF ARSENIC IN GW EXCEEDING ES
- + + + EXISTING RAILROAD LINE
- ⊗ TW2 TEMPORARY MONITORING WELL LOCATION
- ◆ MW17 MONITORING WELL LOCATION

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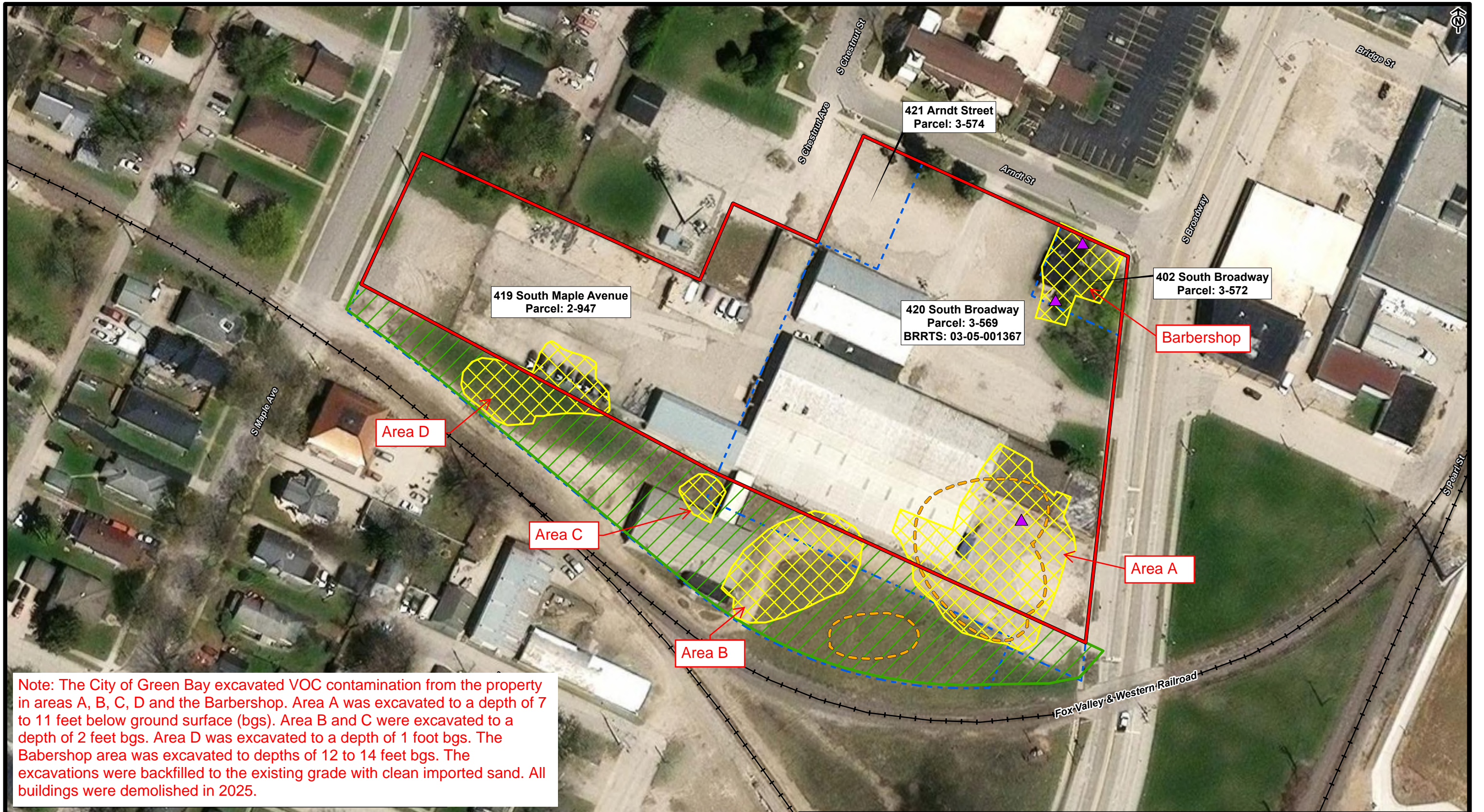
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### ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION

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

PROJECT NUMBER: 193707526	FIGURE 7
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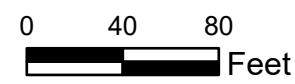
Note: The City of Green Bay excavated VOC contamination from the property in areas A, B, C, D and the Barbershop. Area A was excavated to a depth of 7 to 11 feet below ground surface (bgs). Area B and C were excavated to a depth of 2 feet bgs. Area D was excavated to a depth of 1 foot bgs. The Babershop area was excavated to depths of 12 to 14 feet bgs. The excavations were backfilled to the existing grade with clean imported sand. All buildings were demolished in 2025.

- LEGEND:**
- Property Boundary
  - Property Line
  - City Greenspace Area
  - VOC Excavation Area

- Extent of Groundwater Contamination
- Railroad
- Former UST Locations

**NOTES:**

1. Accuracy of information shown is not guaranteed.
2. Source: ESRI World Imagery Basemap (2025); Stantec (Accessed 2026); NGDA (2025).



Badger Sheet Metal  
 402 & 420 S Broadway; 419 S Maple Avenue; 421 Arndt Street  
 Green Bay, Wisconsin

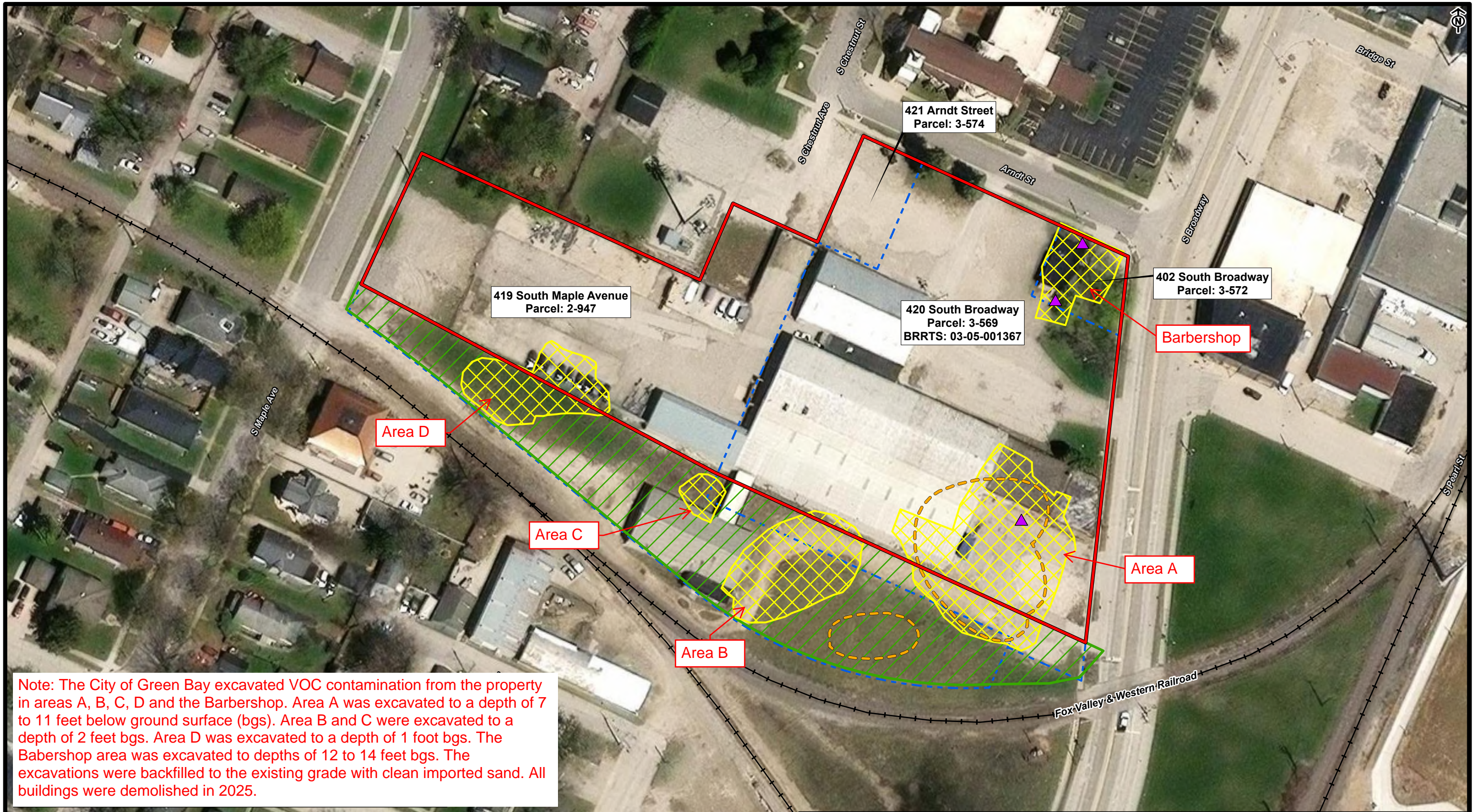
City of Green Bay  
 Green Bay, Wisconsin

**GEI** Consultants  
 Project 2100519

CLEANUP ACTIVITIES  
 COMPLETED UNDER EPA  
 GRANT MAP

February 2026

Fig. 8



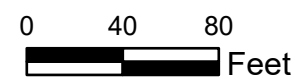
Note: The City of Green Bay excavated VOC contamination from the property in areas A, B, C, D and the Barbershop. Area A was excavated to a depth of 7 to 11 feet below ground surface (bgs). Area B and C were excavated to a depth of 2 feet bgs. Area D was excavated to a depth of 1 foot bgs. The Babershop area was excavated to depths of 12 to 14 feet bgs. The excavations were backfilled to the existing grade with clean imported sand. All buildings were demolished in 2025.

**LEGEND:**

- Property Boundary
- Property Line
- City Greenspace Area
- VOC Excavation Area
- Railroad
- ▲ Former UST Locations

**NOTES:**

1. Accuracy of information shown is not guaranteed.
2. Source: ESRI World Imagery Basemap (2025); Stantec (Accessed 2026); NGDA (2025).



Badger Sheet Metal  
 402 & 420 S Broadway; 419 S Maple Avenue; 421 Arndt Street  
 Green Bay, Wisconsin

City of Green Bay  
 Green Bay, Wisconsin

**GEI** Consultants

Project 2100519

CLEANUP ACTIVITIES  
 COMPLETED UNDER EPA  
 GRANT MAP

February 2026

Fig. 8

Path: \\geiconsultants.com\data\Storage\Working\GREEN BAY WI, CITY OF\2100519 RLF Grant\05\_GIS\ArcPro\2100519\_BadgerSheetMetalFigure\_260126\2100519\_BadgerSheetMetalFigure\_260126.aprx

# **Appendix A Tabulated Analysis of Brownfields Cleanup Alternatives to be Funded under FY 2020 BRLF Grant**

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Table 1  
 Analysis of Brownfields Cleanup Alternatives to be Funded Under FY 2026 Brownfield Revolving Loan Fund Grant  
 Former Badger Sheet Metal Site, Green Bay, Wisconsin

<b>Remedial Action Area Description:</b>		The target Site consists of three parcels (or portions thereof) making up approximately 3.8 acres of land that historically had a former slough running through the Site connecting to the Fox River. The slough was filled somewhere between 1907 and 1936 and the Site use continued to change over the years with multiple commercial and industrial uses including a small tin shop, multiple warehouses, railroad spurs, automotive repair, a gas station. Resource Conservation and Recovery Act (RCRA) metals, and polycyclic aromatic hydrocarbons (PAHs) are present in soil/fill across the Site at concentrations greater than health-based ch. NR 720 WAC non-industrial direct contact and/or ch. NR 720 soil to groundwater residual contaminant levels (RCLs). In addition, VOC, PAHs and RCRA metals are present in groundwater at concentrations that exceed ch. NR 140 WAC groundwater enforcement standards (ES) and/or preventive action limits (PAL).						
<b>Exposure Routes of Concern (Check Boxes As Applicable):</b>		<b>Soil</b>		<b>Groundwater</b>		<b>Sub-slab Vapor</b>		<b>Building Materials</b>
		Direct Contact	Yes	Soil to Groundwater	Yes	Consumption/ Surface Water	Yes	Vapor Intrusion
<b>Remedial Action Options Evaluation</b>								
<b>Media</b>	<b>Remedial Alternative</b>	<b>Technical Feasibility - ch. NR 722.07(4)(a)</b>				<b>Economic Feasibility ch. NR 722.07(4)(b)</b>		<b>Sustainability ch. NR 722.09(2m)</b>
		<i>Long-Term Effectiveness</i>	<i>Short-Term Effectiveness</i>	<i>Implementability</i>	<i>Restoration Time Frame</i>			
Soil and Groundwater	Alternative 1 - Natural Attenuation	Natural attenuation of residual VOC impacts to groundwater is possible. However, RCRA metal impacts in soil are considered recalcitrant to natural attenuation. Therefore natural attenuation would not reduce the overall RCRA metal toxicity, mobility, and volume of impacts. Natural attenuation would not be protective of public health, safety, or welfare or the environment in the short-term or long-term time periods.	Implementation of Alternative 1 is technically feasible; however, monitoring the effectiveness of the remedial action is impractical. Redevelopment potential would be impeded.	As RCRA metal constituents associated with residual impacts are considered recalcitrant, the overall magnitude, mobility, and toxicity of impacts would not decrease and Site restoration will not occur within a reasonable timeframe.	Initial and capital costs to implement Alternative 1 are minimal; however, future potential costs associated with monitoring natural attenuation could be significant as constituents are recalcitrant to natural attenuation.	The carbon footprint and energy use associated with Alternative 1 is considered minimal. However, Alternative 1 is not considered to be protective of health, safety, and the environment within a reasonable timeframe.		
	Alternative 2 - Excavate all RCRA Metal and PAH soil on the Site to a depth of 4 feet below ground surface (bgs) for offsite disposal at a licensed solid waste landfill; and backfill with clean fill materials to final grade; establish engineered controls to manage residual groundwater and/or vapor impacts.	Excavation of RCRA Metals, and PAH impacted soils to a depth of four feet bgs. Excavation of impacted soil/fill will provide for immediate and permanent reduction in the toxicity, mobility, and volume of contaminants and would protect public health, safety, welfare and the environment in a short-term time frame and by removing impacted soil posing a threat for direct contact exposure. Construction of an engineered controls (vapor mitigation system) for residual VOCs identified in the groundwater. Long-term effectiveness will depend on maintenance of the engineered controls.	Alternative 2 is technically feasible and technology is available for implementation. Waste disposal approval will be needed from the landfill.	The Site would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term control of residual impacts (potential vapor impacts).	Source removal capital includes excavation and offsite disposal of a considerable volume of impacted soil/fill and backfilling the excavation to current grade with imported fill (approximately 20,000 cubic yards) totaling ~\$3.4 million. Installing institutional controls (i.e. vapor mitigation system) to prevent residual groundwater VOC impacts from migrating into the building through vapor intrusion.	Extraordinary energy and fuel use will be incurred with offsite disposal of building materials and backfilling the excavation; however low sulfur diesel can be used and a no-idle policy will reduce the carbon footprint. Alternative 2 will require the most energy use and soil disturbance. Alternative 2 will facilitate the most flexible reuse of the Site.		
	Alternative 3 - Targeted/limited excavation of soil containing RCRA metals and/or PAH impacts with on-site management. Off-site disposal of excess material (e.g., geotechnically unsuitable soils, and/or any new or significant contamination identified during construction) may be necessary. Installation of institutional controls (i.e. cap, vapor mitigation) to manage residual soil, groundwater and/or vapor impacts.	Construction of institutional controls (engineered barrier and/or vapor mitigation system). An engineered barrier through placement of concrete building slabs, asphalt parking lots/driveways and clean fill landscaping would provide for short-term protection of public health, safety, welfare and the environment. A vapor mitigation system will reduce the risk associated with potential vapor intrusion from residual VOCs identified in the groundwater on the Site. Long-term effectiveness of the institutional controls will depend on maintenance of the specific systems.	Alternative 3 is technically feasible and technology is available for implementation.	The Site would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term protection against direct contact from residual soil impacts and control residual groundwater and/or vapor impacts.	To facilitate redevelopment, material excavated from building foundations and utility trenches containing RCRA metal and PAH-impacts will be and reused as practicable on-site. Soils will be reused onsite as fill to raise the grade to achieve the desired elevation of the Site. Capping the Site with 18 inches of clean soil and/or impermeable surface (i.e. building foundations/floor slabs, asphalt parking lot, and sidewalks, etc.) will result in creating an engineered barrier to protect against direct contact with residual soil impacts while mitigating the risk for potential adverse impacts caused by extreme weather events (such as mobilization of impacts during flood events). Installing a vapor mitigation system would protect against vapor intrusion from residual groundwater VOC contamination into the building. This work is estimated to be \$800,000.	Energy and fuel use will be reduced by the onsite reuse of impacted soil on the Site and limited offsite disposal of excess material (only if required/appropriate during construction). Additionally, low sulfur diesel can be used and a no-idle policy implemented to further reduce the carbon footprint. Alternative 3 lowers the carbon footprint while facilitating redevelopment of the Site.		

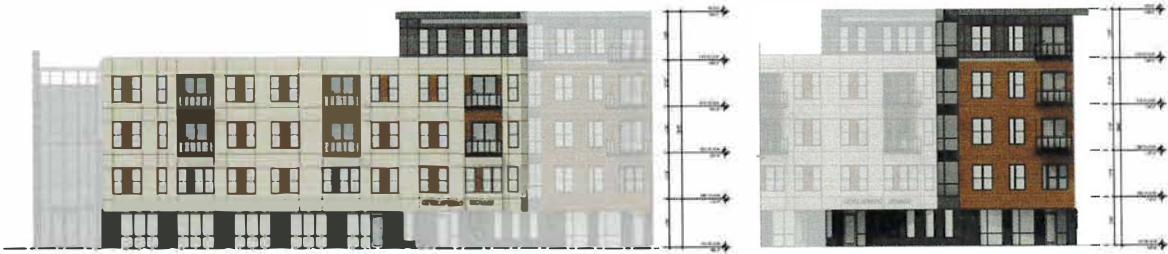
## **Appendix B Proposed Property Redevelopment Plans**

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EXHIBIT C  
Preliminary Concept Plan



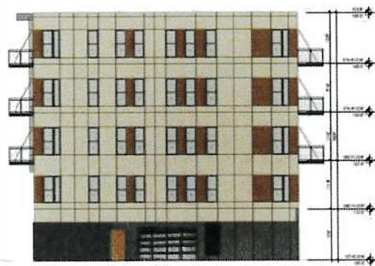


1 ELEVATION - EAST - SOUTH WING

2 ELEVATION - EAST



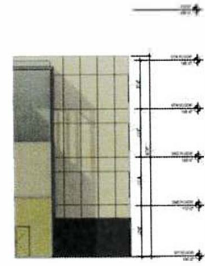
3 ELEVATION - NORTH



1 ELEVATION - WEST



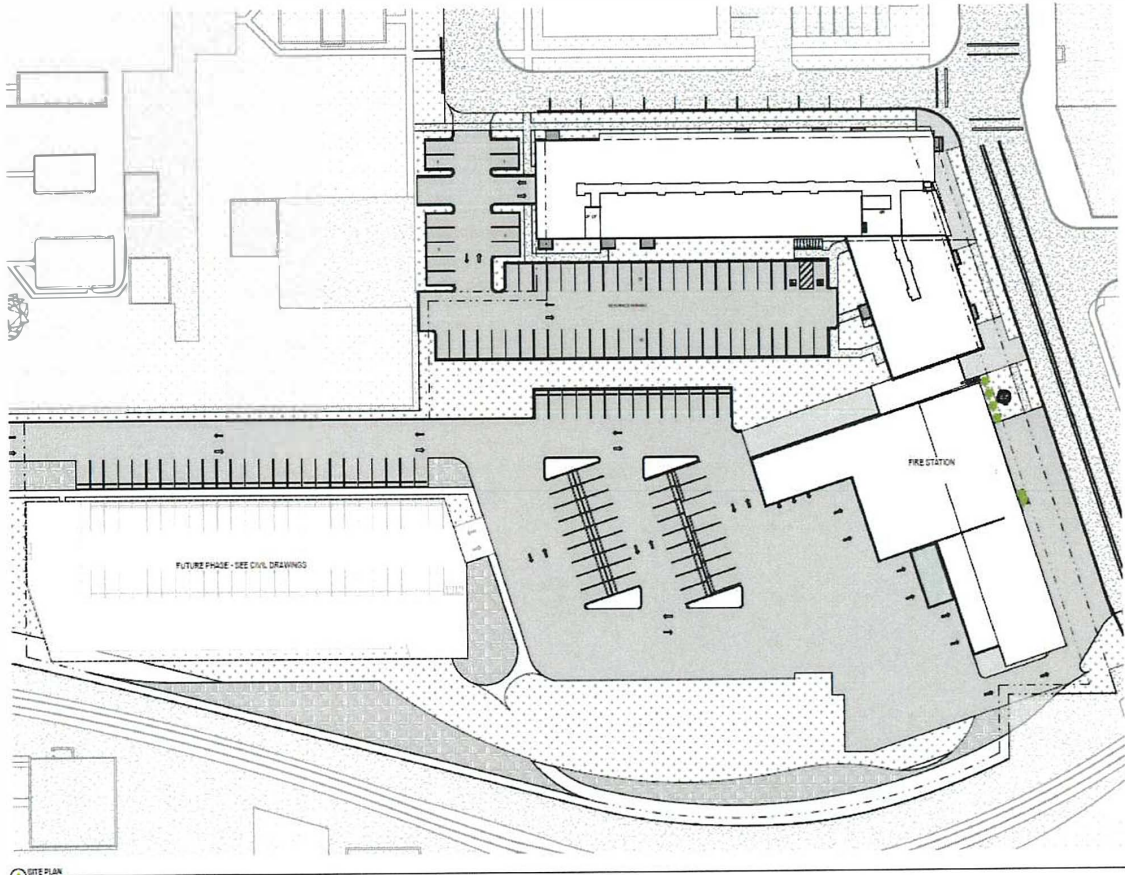
2 ELEVATION - WEST - SOUTH WING



3 ELEVATION - SOUTH - SOUTH WING



1 ELEVATION - SOUTH



1 SITE PLAN

## **Appendix C Public Meeting Comments and Responses**

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

### MEETING DATE

April 14, 2026

### PREPARED BY

Rebecca Finco, Staff

### AGENDA ITEM # F.1

Consideration with possible action on issuing an EPA Brownfield Revolving Loan to General Capital Acquisitions, LLC for environmental remediation expenses for the Fire Station Flats site on South Broadway.

### BACKGROUND

The City's Brownfields Revolving Loan Fund (BRLF) is an EPA-funded grant program that allows the City to issue loans and sub-grants to support environmental remediation and redevelopment of contaminated properties. The program is intended to assist redevelopment by addressing environmental barriers that would otherwise make projects financially infeasible.

General Capital Acquisitions, LLC is requesting a Brownfields Revolving Loan Fund (BRLF) loan to support environmental remediation at the former Badger Sheet Metal site located at 402 and 420 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street. The Fire Station Flats includes approximately 85 affordable housing units, a new fire station and community education center, a commercial space, and a public green infrastructure corridor. The project is being managed by General Capital Group and includes various subsidiaries.

The RDA is being asked to serve as the approval body for BRLF loan requests. This aligns with the RDA's role as the City's Brownfields Advisory Committee and its oversight of redevelopment projects, including Fire Station Flats. A Work Plan amendment has been presented to and approved by the EPA to formalize this approval structure.

The applicant is requesting \$796,541.49 in BRLF funding for eligible environmental remediation activities, including excavation and grading, site capping, and installation of a vapor mitigation system.

### Loan Terms

- Loan amount: \$796,541.49
- Interest Rate: 2.00% fixed, compounded annually
- Term: 20 years
- Repayment: Based on available project cash flow after payment of the primary deferred development fee
- Collateral: Subordinate mortgage (anticipated third lien position)
- Borrower Contribution: Minimum 20% non-federal cost share
- Disbursement: Funds will be disbursed on a reimbursement basis, following submission of eligible expenses

### Repayment, Collateral, and Risk Considerations

The loan is structured as cash-flow dependent financing, which is typical for affordable housing developments utilizing low-income Housing Tax Credits (LIHTC). Payments will be made from available cash flow after payment of operating expenses, required reserves, and other primary obligations. Any remaining balance will be due at maturity, with the option for extension subject to City approval.

The loan will be secured by a subordinate mortgage on the property. The City is anticipated to be in third-lien position behind the project's primary financing and a Tax Increment Financing (TIF) loan. No additional superior liens may be placed on the property without City consent.

While the City's BRLF policies generally require a personal guarantee, staff evaluated the project's financing structure and determined that alternative credit enhancements are appropriate in this case. Affordable housing developments using LIHTC financing are typically structured through single-purpose ownership entities and do not include personal guarantees on subordinate public financing.

Overall project risk is further mitigated by the Development Agreement, which requires completion of the project and oversight from senior lenders and tax credit investors, providing additional financial and contractual safeguards.

### **Environmental Review**

The Borrower is not responsible for the existing contamination on the property and has taken the proper steps to qualify for legal protection under federal environmental law.

The site has been determined to qualify under the EPA's definition of a brownfield, with eligibility confirmed by the EPA on August 27, 2025.

The State Historic Preservation Office (SHPO) has confirmed that the Borrower fulfilled Section 106 consultation requirements under the National Historic Preservation Act. SHPO approval was received on August 27, 2025.

An Analysis of Brownfield Cleanup Alternatives (ABCA) has been prepared in accordance with EPA requirements and was presented at a public hearing earlier in today's agenda.

Disbursement of BRLF funds will be contingent upon completion of all EPA Cooperative Agreement requirements and environmental review steps.

### **RECOMMENDATION**

Approve the request for a BRLF loan in the amount of \$796,541.49 under the terms outlined above and authorize staff to prepare and execute a Loan Agreement with General Capital Acquisitions, LLC.

### **FISCAL IMPACT**

The \$796,541.49 loan is fully funded by a grant provided by the U.S. Environmental Protection Agency for the purposes of issuing revolving loans to developers for brownfield remediation projects.

### **ATTACHMENTS**

1. General Capital Term Sheet Final - Signed 4.2.26
2. BRLF Application - General Capital Merged



City of Green Bay  
Department of Community and Economic Development

**TERM SHEET**  
**GENERAL CAPITAL ACQUISITIONS LLC**  
**BROWNFIELD REVOLVING LOAN FUND**

**Borrower:** General Capital Acquisitions, LLC, *or its assigns.*

*DU*

**Property:** Remediation and redevelopment of the 4.67-acre former Badger Sheet Metal site at 402 & 420 S. Broadway, 419 S. Maple Ave, and 421 Arndt St. This project will feature:

- 85 affordable housing units
- A new fire station and administrative offices
- One commercial space
- A public green infrastructure corridor

**Date:** March 23, 2026

1. **Borrower Eligibility:** Borrower to demonstrate compliance with Bona Fide Prospective Purchaser criteria under CERCLA liability defense.
2. **Site Eligibility:** The site qualifies as a brownfield under EPA definition, with eligibility confirmed by the EPA on August 27, 2025.
3. **Historic Preservation:** The State Historic Preservation Office (SHPO) has confirmed that the Borrower fulfilled Section 106 consultation requirements under the National Historic Preservation Act. SHPO approval was received on August 27, 2025.
4. **Required Materials:** Borrower has submitted a completed RLF application form with all required supplemental documents.
5. **Loan Amount:** \$796,541.49
6. **Purpose:** Environmental Remediation of former Badger Sheet Metal site at 420 S. Broadway, Green Bay, WI 54303 to include:
  - excavation/grading
  - paving/landscaping cover
  - concrete capping
  - vapor mitigation system

All activities must comply with the City's EPA Brownfield Revolving Loan Fund Cooperative Agreement requirements.

7. **Interest Rate:** Fixed interest rate of 2.00%, compounded annually.

8. **Term & Amortization:** 20-year term. Payments will be based on available cash flow and made after payment of the primary deferred development fee. Borrower must provide an annual cash flow report to verify payment capacity (see attached amortization schedule). Any outstanding loan balance at the end of the 20-year term will be paid as a lump sum at loan maturity.

In the event the Borrower is unable to make the final payment by the end of the 20-year term, the Borrower may submit a written request for a hardship extension. Such request must be provided at least six (6) months prior to the loan maturity date and may allow for an extension of up to five (5) additional years. Approval of the hardship extension shall be subject to review and acceptance by the City.

9. **Collateral:** Subordinate mortgage on the property in favor of the City, anticipated to be in third lien position, subordinate only to (i) the senior first mortgage financing and (ii) the Tax Increment Financing (TIF) loan. Final lien position shall be confirmed at closing based on the finalized project capital stack and lender requirements. No additional financing shall be placed in a superior lien position to the City's interest without prior written consent of the City.
10. **Equity Requirement:** Borrower must contribute a minimum cost share equal to 20% of the loan amount (\$159,308.30). This contribution must come from non-federal sources. Cost share expenditures must be eligible under Cooperative Agreement #BF-00E02894 between the City and the EPA and supported by adequate documentation.
11. **Loan Disbursement:** Actual expenditure disbursements will occur in installments, based on the borrower providing actual invoices and associated documentation on a monthly frequency to the City for packaging drawdowns and disbursements of the EPA funding.
12. **Covenants:** Borrower must retain qualified consultants and contractors to complete site cleanup activities in compliance with EPA standards.
13. **Conditions Precedent:** Loan is contingent upon approval by the Loan Committee. A Development Agreement has been executed between the Borrower and the City, outlining project scope, performance obligations, and compliance requirements.
14. **Expiration:** This term sheet will expire on April 30, 2026, unless accepted by Borrower prior to that date.
15. **Disclaimer:** This Term Sheet is a summary of proposed loan terms only and does not constitute a binding commitment to lend.

#### **Acknowledgment and Acceptance:**

The undersigned acknowledge that they have reviewed and agree to the terms outlined in this Term Sheet. This Term Sheet reflects the mutual understanding of the parties as of the date signed below and will serve as the basis for preparation of final loan and development documents. Except as may be expressly set forth in subsequent agreements, this Term Sheet does not constitute a legally binding obligation of the City to lend or the Borrower to borrow.

BORROWER:

General Capital Acquisitions, LLC

Signature: \_\_\_\_\_

Name: David Weiss

Title: Authorized Signatory

Date: 3/23/2026

CITY OF GREEN BAY:

Signature: Cheryl Renier-Wigg

Name: Cheryl Renier-Wigg

Title: Development Director

Date: April 2, 2026






# General Capital Term Sheet Final 032326 djw

Final Audit Report

2026-04-02

Created:	2026-04-02
By:	Rebecca Finco (rebecca.finco@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmCGDGPDR_ZNOHG8wifAKRsLwRUgRX2xM

## "General Capital Term Sheet Final 032326 djw" History

-  Document created by Rebecca Finco (rebecca.finco@greenbaywi.gov)  
2026-04-02 - 2:16:35 PM GMT
-  Document emailed to Cheryl Renier-Wigg (cheryl.renier-wigg@greenbaywi.gov) for signature  
2026-04-02 - 2:17:24 PM GMT
-  Email viewed by Cheryl Renier-Wigg (cheryl.renier-wigg@greenbaywi.gov)  
2026-04-02 - 2:17:34 PM GMT
-  Document e-signed by Cheryl Renier-Wigg (cheryl.renier-wigg@greenbaywi.gov)  
Signature Date: 2026-04-02 - 2:39:50 PM GMT - Time Source: server
-  Agreement completed.  
2026-04-02 - 2:39:50 PM GMT



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

Phone 920.448.3400  
Fax 920.448.3426

# City of Green Bay

## Brownfields Revolving Loan Fund Program

### Pre-Application & Application Forms

#### PRE-APPLICATION

##### 1. General Information

Pre-Applicant Legal Name:

Pre-Applicant Mailing Address:

Tax ID Number:

Contact Person:

Title:

Telephone:

Email:

Site Name:

Site Address:

City:

State:

Zip:

Parcel ID Number:

##### 2. Ownership

**A. Is the Pre-Applicant the current owner of the property proposed for funding?**

Yes

No

If yes, when, from whom, and how did the Pre-Applicant acquire the property?

If no, can Pre-Applicant demonstrate that they have site access?  Yes  No

If the Pre-Applicant does not own the property, please indicate the current legal owner of the project site:

Property Owners' Name:

Address:

Date of Ownership:

If the Pre-Applicant is owner, please indicate the nature of site ownership:

Mortgage       Contract for Deed       Other:

**B. If the Pre-Applicant owns the property, answer the following questions.**

- i. Prior to the time the Pre-Applicant took title to the property, or any time thereafter, did the Pre-Applicant conduct any due diligence activities (e.g. file reviews, interviews, on-site investigation) into the potential presence of pollutants or hazardous substances at or near the property?  Yes  No

If yes, describe those activities and attach Phase I and II Environmental Site Assessments or other appropriate due diligence documentation.

- ii. Describe whether the original hazardous substance discharges occurred prior to ownership, after ownership, or both?
- iii. What activities, if any, did the Pre-Applicant take to prevent new discharges after taking ownership?

**C. If the Pre-Applicant does not own the property, answer the following questions.**

- i. Did the owner cause the discharge of a hazardous substance on the property?  
 Yes  No

If yes, please explain the discharge.

- ii. When did the current owner purchase the property?
- iii. At the time of the current owner's purchase:
- What was the purchase price of the property?
  - What was the official assessed value of the property?
- iv. What due diligence did the current owner conduct prior to the purchase of the property?

**D. Has the Pre-Applicant ever filed for bankruptcy protection or other protection against creditors?**

Yes       No

If yes, please describe:

**E. List equity owners/general and limited partners/trust beneficiaries of 20% or more (if Corporation, indicate office title; if Partnership, indicate general or limited Partner):**

- i. Name:  
Title:  
Percent ownership:  
Years with the Company:
  
- ii. Name:  
Title:  
Percent ownership:  
Years with the Company:
  
- iii. Name:  
Title:  
Percent ownership:  
Years with the Company:

**F. List previous property owners and date(s) of ownership:**

- i. Property Owner's Name:  
Date of Ownership:
  
- ii. Property Owner's Name:  
Date of Ownership:
  
- iii. Property Owner's Name:  
Date of Ownership:
  
- iv. Property Owner's Name:  
Date of Ownership:

**G. Owners' representatives:**

- i. Legal Counsel:  
Name:  
Email:  
Telephone:
  
- ii. Environmental Consultant:  
Name:  
Email:  
Telephone:
  
- iii. Other:  
Name:  
Email:  
Telephone:

### 3. Pre-Applicant Profile

**A. The Pre-Applicant is (indicate one of the following):**

- Local government unit
- Non-profit organization
- Private business/corporation
- Other:

**B. If applicable, indicate the nature of the Pre-Applicant's business operations and products/services:**

**C. If applicable, indicate the business type:**

- Corporation
- Partnership
- C-Corp
- LLC
- S-Corp
- Other:
- Sole Proprietorship

State of Registration:

Year Incorporated/Started:

Total Employees:

**D. Indicate the status of the business location:**

- Owned
- Leased
- Work Out of Home

**E. Is the Pre-Applicant current on local, state, and federal taxes?**

- Yes
- No

If not, please explain:

**F. Is the Pre-Applicant involved in any claim or lawsuit?**  Yes  No

**G. Has the Pre-Applicant ever been suspended or debarred, declared bankrupt, commenced a proceeding under any bankruptcy law or had a judgment rendered against it?**

- Yes
- No

### 4. Borrower Profile

**A. Please indicate the current use of the site proposed for the B-RLF program:**

- Residential
- Commercial
- Industrial
- Vacant lot
- Mixed-uses or other (please specify):

**B. Please explain the future use of this site, if different from above:**

**C. Is the tax status of the subject property current?**  Yes  No

If not, please explain:

**D. Site history (description of previous uses):**

**E. Describe the existing site conditions. Include existing buildings, current uses, and the approximate age of buildings:**

**F. Sites must meet the following criteria in order to be eligible. Check all that apply.**

- The site is not subject to a planned or ongoing federal CERCLA removal action.
- The site is not listed on the Superfund National Priorities List, and is not proposed for listing.
- The site is not the subject of a federal unilateral administrative order, a court order, or an administrative order on consent or judicial consent decree that has been issued or entered into.
- The site is not undergoing RCRA corrective action for hazardous waste per an order, permit or closure plan.
- The site is not a facility that is subject to the jurisdiction, custody, or control of a department, agency or instrumentality of the United States, except for land held in trust by the United States by an Indian tribe.

## **5. Environmental Condition**

**A. Describe the nature and extent of environmental contamination on the property. Include contaminant types and concentration ranges if known, or specify relevant page numbers from the Phase II Environmental Site Assessment or other environmental inspection reports. :**

**B. Describe any known or suspected sources of contamination:**

**C. Did the Pre-Applicant cause or contribute to the contamination on the site?**

Yes  No

If yes, provide details:

If no, describe the possible causes of contamination, and their ability to clean it up:

- D. Is the Pre-Applicant affiliated or related in any way with any former owner or operator of the property, or with any person who may have generated hazardous substances located at or near the property, or with any person who may have transported or arranged for the transportation of hazardous substances located at or near the property?**  Yes  No

If yes, explain the affiliation or relationship.

- E. Provide a summary of the Environmental Site Assessments that have been completed on the property to date. Provide dates of any completed reports, including a Phase I Environmental Site Assessment:**

- F. Briefly describe proposed environmental cleanup and Remedial Action Plan (RAP) activities (attach RAP and any WDNR correspondence regarding the RAP):**

- G. Indicate the estimated start and completion dates for RAP implementation:**

- H. Has the State of Wisconsin ever been notified of the discharge of hazardous substance(s) at the site or facility?**  Yes  No

If yes, when:

List all associated BRRTs Case #s:

WDNR Project Manager Name:

Email:

Telephone:

- I. Does the Pre-Applicant have any previous or current environmental non-compliance penalties for this site or for any site from the U.S. Environmental Protection Agency, the Wisconsin Department of Natural Resource, or any other regulatory jurisdiction?**  Yes  No

If yes, provide details:

- J. Has the site been enrolled in the WI DNR VPLE Program:**  Yes  No

## 6. Project Description

- A. Briefly describe the proposed redevelopment/site reuse plan (attach a site plan if available). Include approximate project investment amount and amount of residential, commercial, industrial, and /or greenspace to be created:
- B. Briefly describe the estimated number and level of jobs to be created as part of the redevelopment project:
- C. Indicate the expected construction start and completion dates for the redevelopment plan:
- D. Insert or attach an overall project budget including environmental cleanup, demolition, and development costs, and how all portions of the project will be financed:

## 7. Community Impact

- A. Briefly describe expected community benefits (e.g. removal of contamination, job creation or retention, economic revitalization, green space development):
- B. Will the project result in the dislocation of any business or households currently occupying the site?  Yes  No

If yes, describe the number and nature of the businesses, as well as the number of households, that will be displaced. Also, describe any relocation assistance to be provided by the developer:

- C. Will any existing facilities be closed, or existing employment be reduced or transferred because of the proposed project?  Yes  No

If yes, please explain:

## 8. Pre-Application Checklist

Pre-Applicants are required to submit the following materials to City staff:

- Phase I and Phase II Environmental Site Assessment reports and any supplemental investigation reports.
- Remedial Action Plan (RAP) and any WDNR correspondence.

- ❑ Proposed site redevelopment plan.
- ❑ Preliminary budget of remediation work indicating which line items are expected to be provided as match contribution and which line items comprise the loan / sub-grant funding request
- ❑ Completed B-RLF Loan Pre-Application (Sections 1-8 of this document).

The completed B-RLF Pre-Application and required attachments will be used by the City of Green Bay to determine Pre-Applicants' eligibility for program participation. Please send completed Pre-Application materials via email to [Rebecca.Finco@greenbaywi.gov](mailto:Rebecca.Finco@greenbaywi.gov).

Hard copies may be sent to:

**Rebecca Finco**  
**Department of Community & Economic Development**  
**100 N. Jefferson Street, Room 608**  
**Green Bay, WI 54301**

After City staff has reviewed and approved the Pre-Application form (Sections 1-8 above) and materials, Applicants may then complete the Final Application (Sections 9-11 below).

**FINAL APPLICATION**

Please refrain from completing the Final Application (Sections 9-11 below) until your Pre-Application has been approved by City staff.

**9. Financial Information**

**A. Has this project received other financial assistance for environmental response activities?**

Yes       No

If yes, list the sources, the amounts of assistance, and what activities were funded.

**B. Has the Applicant applied for or formally requested any other financial assistance to offset the environmental cleanup costs?**       Yes       No

If yes, list the sources and amounts.

**C. Amount of Loan Requested:**

\$800,000

**D. Term requested (The maximum term considered will generally be 20 years):**

20 years

**E. Complete the budget sources/uses table below. The total amount of the equity/borrower column must equal or exceed 20% of the total project costs. Please attach any contractor proposals or cost estimates. Applicants should be aware that federal Davis Bacon Act (DBA) prevailing wage requirements apply to projects funded by the B-RLF program.**

Use of Funds	Source of Funds				Total
	Brownfield- RLF	Equity/ Borrower	Private Lender	Federal Funding Program	
Excavation/Grading	\$ 246,450				\$ 246,450
Paving/Landscaping cover	\$ 230,533				\$ 230,533
Concrete: site and slab cover	\$ 275,787				\$ 275,787
Vapor mitigation	\$ 47,230				\$ 47,230
Demolition			\$160,000		\$160,000
<b>TOTAL</b>	<b>\$ 800,000</b>		<b>160,000</b>		<b>960,000</b>

**F. Source of Repayment:**       Operating Profit       Sale of Assets       Cash Flow  
    Personal Income       Other:

**G. Co-Signer(s)/Guarantor(s) (if applicable) Please attach additional pages as necessary:**

Name and Title: N/A  
Address:  
Phone:  
Email:  
SSN:

Name and Title:  
Address:  
Phone:  
Email:  
SSN:

**H. Security/Collateral - Indicate preferred means of securing the loan:**

If applicable, describe and supply current market value of any proposed collateral (please attached additional pages as necessary):

- i. Subordinate Mortgage on the project
- ii.
- iii.

**10. Certification**

The undersigned hereby certifies to the best of his/her/their knowledge and belief that the information contained in the Brownfield Revolving Loan Fund Pre-Application and Application and any exhibits or attachments hereto is true and complete and accurately describes the proposed project. I understand that the RLF Committee of the City of Green Bay has the right to verify this information and will be in contact with those individuals and institutions involved in the proposed project as well as credit references. False information, in addition to disqualifying me from any further consideration for financial assistance, may also subject me to litigation to recover the City's expenses related to reviewing this application and/or the costs to collect any loan balances. I understand that the RLF Committee of the City of Green Bay may release information for public purposes regarding the project, excluding any confidential financial information.

**Applicant Name (Print):**      David Weiss

**Title:**      Authorized Agent

**Applicant Signature:** \_\_\_\_\_ 

**Date:**      August 8, 2025

## 11. Final Application Checklist

Final Applicants are required to submit the following materials to City staff:

- Copies of Articles of Incorporation and Bylaws if applicant is a corporation; Articles of Organization and Operating Agreement if borrower is an LLC; or any written Partnership Agreement if borrower is a partnership. See attached Organizational Chart. Entity will be formed when the WHEDA LIHTC Application is approved
- N/A  For loan applicants, three years of financial statements, Federal income tax returns, references and any other relevant market data. N/A – Entity has not yet been formed
- N/A  For sub-grant applicants, documentation of being a 501(C) 3 non-profit or other eligible entity. N/A
- Documentation of site control. If the property has been or will be acquired, applicants must provide documentation of ownership to include how and when the property was/will be acquired. See attached Option to Ground Lease
- Copies of any estimates, bids, contracts, or quotations regarding work to be done or materials to be purchased in connection with the planned remediation work. Applicants should be aware that federal Davis Bacon Act (DBA) prevailing wage requirements apply to projects funded by the B-RLF program. See attached Project Plans
- Financial Plan – Pro-forma financial statements which demonstrate the economic viability of the overall project and identify sources of the 20% cost share and (if applicable) repayment for the loan. See attached Pro Forma
- Letter(s) of commitment from financial institutions partnering on this cleanup and/or redevelopment project (if applicable). See attached copies of the Committed Sources.
- Completed B-RLF Final Application (signed and dated). See attached signed and dated Application

Cleanup projects that also include site redevelopment must also include the following documents:

- Redevelopment site plans demonstrating location, size, and physical characteristics of site. See attached Project Plans
- Conceptual renderings or building elevation drawings of the proposed redevelopment See attached Project Plans
- Detailed redevelopment timeline See attached Schedule
- Redevelopment narrative that describes the overall redevelopment project and addresses the following:
  - Developer experience and qualifications See attached Development Team Experience
  - Established project partners and leveraged funds secured – See attached Committed Sources
  - Estimated increase in property valuation (including how it has been calculated) Assumed to be \$7MM based upon cap rate valuation and discussions with the Tax Assessor.
  - Compliance with established City Plans and zoning regulations – See attached Redevelopment Authority of the City of Green Bay Report and Zoning Confirmation Letter
  - Mitigation of threats to human health or the environment – See attached Phase I Environmental Site Assessment
  - Impact on sensitive or disadvantaged populations – Of the 85 Units the CMI percentages are as follows: 8 Units at 30%; 5 Units at 50%; 60 Units at 60%; and 12 Units at 80%. Two of the Units will be set aside as Veterans Units.
  - Estimated number and type of housing units to be created (if applicable) 85-Unit Affordable Multifamily Housing Development
  - Estimated number and types of jobs to be created and/or retained – See attached Jobs Matrix
  - Environmental sustainability (e.g., proposed use of green infrastructure, sustainable

building materials, energy efficiency, LEED certifications). The Project will be built pursuant to LEED Silver

The completed B-RLF Final Application and required attachments will be used by the City of Green Bay to determine Applicants' eligibility for program participation. Please send completed Final Application materials via email to [Rebecca.Finco@greenbaywi.gov](mailto:Rebecca.Finco@greenbaywi.gov).

Hard copies may be sent to:

**Rebecca Finco**  
**Department of Community & Economic Development**  
**100 N. Jefferson Street, Room 608**  
**Green Bay, WI 54301**



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

## MEETING DATE

April 14, 2026

## PREPARED BY

Rebecca Finco, Staff

## AGENDA ITEM # F.2

Consideration with possible action to approve a Master Services Agreement Task Order with Stantec for additional professional environmental services of \$54,400.00 under the EPA Brownfields Cleanup Grant.

## BACKGROUND

In January 2024, the RDA executed a Task Order under the City's existing Master Services Agreement with Stantec Consulting Services Inc. (Stantec) to perform professional environmental services associated with the EPA Brownfields Cleanup Grant for the former Badger Sheet Metal site.

In November 2025, the RDA approved a change order in the amount of \$80,500.00 to address additional cleanup-related activities resulting from unanticipated site conditions and regulatory requirements.

Stantec has now submitted an additional Task Order request for continued environmental services associated with implementation of the public greenway infrastructure component of the project and completion of remaining cleanup documentation. The request is for additional services on a time-and-materials, not-to-exceed basis of \$54,400.00.

The cost breakdown includes:

- Greenway design and coordination: \$20,000
- Bid specifications: \$11,550
- WDNR permit: \$4,000
- Construction oversight: \$10,000
- Remedial documentation: \$8,850

## RECOMMENDATION

To approve a Master Services Agreement Task Order with Stantec Consulting Services Inc. for additional professional environmental services of \$54,400 under the EPA Brownfields Cleanup Grant.

## FISCAL IMPACT

The additional professional environmental services will cost \$54,400. It is staff's opinion that these costs are appropriate and necessary to support implementation of the greenway and completion of required regulatory documentation. All costs are eligible for reimbursement through the U.S. EPA Brownfields Cleanup Grant.

## ATTACHMENTS

1. Badger Sheet Metal Task Order for Greenway
2. City of Green Bay Task Order 2023 Cleanup Grant - Signed Final 1.11.24

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF GREEN BAY

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: April 3, 2026

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated October 1, 2012) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF GREEN BAY ("CLIENT") for Services to be provided by STANTEC under the EPA's Brownfield Cleanup Grant (the GRANT) for the former Badger Sheet Metal site, City of Green Bay, Brown County, Wisconsin (herein the "PROJECT"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Rebecca Finco with the City of Green Bay

**SERVICES:** STANTEC shall perform the following SERVICES:

This Task Order to the MSA provides approval of additional costs per the services detailed in Attachment A (hereinafter called the "SERVICES") at Badger Sheet Metal site in association with previously approved MSA Task Order dated January 11, 2024 for services detailed in the Stantec's Proposal, "Professional Environmental Services for EPA Brownfields Cleanup Grant, City of Green Bay Redevelopment Authority", October 26, 2023 (herein the "PROPOSAL").

**CONTRACT** Commencement Date: April 3, 2026

**TIME:**

Estimated Completion Date: December 31, 2027



**MASTER SERVICES AGREEMENT  
TASK ORDER**

**CONTRACT  
PRICE:**

STANTEC’s SERVICES will be performed on a time and materials basis not to exceed \$33,500, per the estimated amount provided in Attachment A. Consistent with our MSA Task Order dated January 11, 2024, SERVICES are based on STANTEC’S hourly billing rate table (“Rate Table”), in effect in the year the work is performed. Rates are subject to an annual increase. Stantec will not exceed the authorized amount without prior written approval. Additionally, task budgets are estimates and we reserve the right to reallocate budget between the services listed for actual work performed but will not exceed the total contract amount without written approval.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab, drilling, Geoprobng and other external service charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with ten percent (10%) markup. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

**INSURANCE  
REQUIREMENTS:**

Stantec agrees to comply with the Insurance and Indemnification Requirements for the CLIENT as detailed in the PROPOSAL. A copy of Stantec’s insurance certificate will be provided annually.

**CITY OF GREEN BAY**

**STANTEC CONSULTING SERVICES INC.**

\_\_\_\_\_  
Print Name and Title

Lynelle Caine, Principal  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature  \_\_\_\_\_



**MASTER SERVICES AGREEMENT  
TASK ORDER**

**ATTACHMENT A  
Scope of Additional Work**

**Attachment A**  
**Scope of Additional Work**  
**Badger Sheet Metal Cleanup Project, Green Bay, WI**

Per our correspondence, Stantec Consulting Services Inc. has prepared this Task Order and is requesting approval of additional costs associated with the environmental cleanup activities at the former Badger Sheet Metal Site at 402 and 420 South Broadway, 419 South Maple Avenue, and 421 Arndt Street, Green Bay, Wisconsin. This additional work to be completed at the Site includes the following:

- Develop greenway design plans with the City.
- Develop bid specifications, retention of subcontractor, and coordination of this work with the City, Developer and Sigma.
- Preparation of WDNR Notice of Intent permit.
- Field oversight of greenway construction.
- Communication and coordination with the Site developer and Sigma, the consultant for the developer.
- Remedial action documentation report

All project work will be supervised by a Stantec professional geologist (PG), a professional engineer (PE), and/or a WDNR certified hydrogeologist.

**Probable Cost and Schedule**

Due to the variable nature of this type of work, all work is performed on a time-and-materials basis consistent with our MSA and subsequent task order for an additional cost of \$54,400. The additional costs are itemized below.

Consulting Services

Greenway Design and Project Coordination	\$20,000
Bid Specification	\$11,550
WDNR Notice of Intent permit	\$4,000
Construction Oversight	\$10,000
Remedial Action Documentation	<u>\$8,850</u>

**TOTAL ADDITIONAL COSTS**                      **\$54,400**

Cost Assumptions:

- Construction oversight is based on 48 hours of field oversight based 8 visits at 6 hours each.
- Bid Specifications assume that all comments and revisions will be received from the City and incorporated into the bid specifications during the first review.
- Bid Specifications assume that no special provisions will need to be created or are readily available from the City based on other recent projects completed.
- Bid specifications will not include a full landscaping plan



**MASTER SERVICES AGREEMENT  
TASK ORDER**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF GREEN BAY

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: January 11, 2024

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated October 1, 2012) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF GREEN BAY ("CLIENT") for Services to be provided by STANTEC under the EPA's Brownfield Cleanup Grant (the GRANT) for the former Badger Sheet Metal site, City of Green Bay, Brown County, Wisconsin (herein the "PROJECT"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Matt Buchanan with the City of Green Bay

**SERVICES:** STANTEC shall perform the following SERVICES:

STANTEC shall perform the services detailed in the Stantec's Proposal, "Professional Environmental Services for EPA Brownfields Cleanup Grant, City of Green Bay Redevelopment Authority", October 26, 2023 (herein the "PROPOSAL"). Site activities eligible for cleanup grant funding are detailed in the PROPOSAL and generally include: preparation of final ABCAs and materials management plan, remedial oversight and documentation, case closure submittal, programmatic support, and community outreach. A copy of the PROPOSAL is included in **Attachment A**.

(hereinafter called the "SERVICES")

**CONTRACT TIME:** Commencement Date: January 11, 2024

Estimated Completion Date: December 31, 2027

**CONTRACT PRICE:** STANTEC's SERVICES will be performed on a time and materials basis not to exceed \$98,750, per the estimated Contractual amount provided in the PROPOSAL. Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto as Attachment B. The Rate Table is subject to escalation from time to time. Stantec will not exceed the authorized amount without prior written approval. Additionally, task budgets



## MASTER SERVICES AGREEMENT TASK ORDER

are estimates and we reserve the right to reallocate budget between the services listed for actual work performed but will not exceed the total contract amount without written approval.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab, drilling, Geoprobng and other external service charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with ten percent (10%) markup. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

### **ADDITIONAL CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

#### **ENVIRONMENTAL PROFESSIONAL SERVICES**

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

**Hazardous Substances Defined:** Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state, or provincial law regulating such substances or wastes as hazardous.

**Special Nature of Work - CLIENT Understanding:** SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT

## MASTER SERVICES AGREEMENT TASK ORDER

understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

**Information:** CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

**Representative:** CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24 hours' notice.

**Responsibility for Safety and Health:** STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

**Notification to Government Agencies:** CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release, threatened release, or other reportable event has occurred, and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

**Hazardous Waste and Hazardous Substance Transportation and Disposal:** Hazardous wastes and hazardous substances, as defined by federal, state, and



## MASTER SERVICES AGREEMENT TASK ORDER

provincial law, encountered by STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

### **Contract Provisions applicable to Non-Federal Entity Contracts Under Federal Awards Prime Agreement between Client and Stantec (CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200, Appendix II)**

*NOTE: Appendix II of Part 200 of Title 2 of the Code of Federal Regulations, which went into effect on December 26, 2013, requires that the following contract provisions be incorporated into contracts executed by grant recipients with consultants, contractors, and other service providers. These requirements are applicable to all U.S. EPA Brownfield Grant projects, except as otherwise noted. The following Provisions have been developed by Stantec to assist our clients in meeting these requirements. However, the Client is still responsible for ensuring their own compliance when using these Agreements.*

#### **(A) Administration, Contractual, and Legal Remedies, Sanctions, and Penalties for Violation or Breaches of Contract Terms [Applicable to contracts in excess of the simplified acquisition threshold (= \$250,000 as of 9/1/2022)]:**

Please see the Limit of Liability Clause on page 4 of the Master Services Agreement.

#### **(B) Termination for Cause and Convenience [Applicable to contracts in excess of \$10,000]:**

Please see the Termination Clause on page 3 of the Master Services Agreement.

#### **(C) Equal Employment Opportunity (41 CFR 60.1-4(b)):** During the performance of this contract, STANTEC agrees as follows:

**(1) STANTEC** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. STANTEC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. STANTEC agrees to post in conspicuous places, available to employees and applicants for employment,



## MASTER SERVICES AGREEMENT TASK ORDER

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) STANTEC will, in all solicitations or advertisements for employees placed by or on behalf of STANTEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) STANTEC will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the STANTEC's legal duty to furnish information.

(4) STANTEC will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) STANTEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) STANTEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to our books, **records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.**

(7) In the event of STANTEC'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and STANTEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) STANTEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. STANTEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event STANTEC becomes involved in, or is threatened with, litigation with a subcontractor



## MASTER SERVICES AGREEMENT TASK ORDER

or vendor as a result of such direction by the administering agency, STANTEC may request the United States to enter into such litigation to protect the interests of the United States.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** [*Applicable to brownfield cleanup activities and projects funded under U.S. EPA Brownfield Cleanup, Multi-Purpose, and Revolving Loan Fund Grants, and specifically to contractors and subcontractors performing work on federally funded or -assisted construction contracts in excess of \$2,000.*]:

(1) As applicable, Stantec will comply with provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

(2) Copeland "Anti-Kickback" Act (40 U.S.C. 3145): Stantec will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** [*Applicable to contracts in excess of \$100,000 that include the employment of mechanics or laborers, and therefore very rarely applicable to U.S. EPA Brownfield Grant funded projects.*]: As applicable, STANTEC will comply with the requirements of 40 U.S.C. 3701-3708 as supplemented by 29 CFR Part 5.

**(F) Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)** [*Only applicable to experimental, developmental, or research work funded in whole or in part by the Federal government, and therefore rarely, if ever, applicable to U.S. EPA Brownfield Grant projects or contracts*]: Not applicable.

**(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** [*Applicable to contracts in excess of \$150,000*]:

(1) STANTEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). STANTEC agrees to report each violation to CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification Federal awarding agency and the appropriate EPA Regional Office.

(2) STANTEC also agrees to include these requirements in each subcontract exceeding \$150,000 funded by the Federal assistance agreement.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)**:

(1) STANTEC agrees that it is not listed on the government-wide exclusions in the System for Award Management (SAM).

(2) STANTEC agrees to not award subcontracts to entities listed on the government-wide exclusions in SAM.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** [*Applicable to contracts*



## MASTER SERVICES AGREEMENT TASK ORDER

*in excess of \$100,000*]: STANTEC will fully comply with the applicable requirements of the Byrd Anti-Lobbying Amendment. See attachment C.

**(J) Procurement of Recovered Materials (2 CFR § 200.323)** [May be applicable in rare circumstances to brownfield cleanup activities and projects funded under U.S. EPA Brownfield Cleanup, Multi-Purpose, and Revolving Loan Fund Grants, that include purchase of certain items designated in 40 CFR Part 247 for which the purchase price exceeds \$10,000 individually or the value acquired in the preceding year exceeded \$10,000]: As applicable, STANTEC will comply with the provisions of 2 CFR § 200.323.

**(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)** [*Rarely, if ever applicable, to U.S. EPA Brownfield Grants, or projects*]: If applicable, STANTEC will comply with the provisions of 2 CFR § 200.216.

**(L) Domestic Preferences for Procurements (2 CFR § 200.322)** [May be applicable in rare circumstances to certain iron, steel, cement, and other manufactured products utilized as part of brownfield cleanup activities and projects funded through U.S. EPA Brownfield Cleanup, Multi-Purpose, and Revolving Loan Fund Grants]: If applicable, STANTEC will comply with the provisions of 2 CFR § 200.322.

### **CONTRACT PROVISIONS APPLICABLE TO PROCUREMENT CONTRACTS EXECUTED BY EPA FINANCIAL ASSISTANCE AGREEMENT RECIPIENTS (CODE OF FEDERAL REGULATIONS, TITLE 40, part 33, APPENDIX A)**

***NOTE: Appendix A to Part 33 of Title 40 of the Code of Federal Regulations, requires the following term and condition to be incorporated into all procurement contracts executed by recipients of EPA grants and other assistance agreements with consultants, contractors, and other service providers.***

STANTEC shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. STANTEC shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by STANTEC to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The additional conditions as outlined in the original MSA.




**MASTER SERVICES AGREEMENT  
TASK ORDER**

**INSURANCE  
REQUIREMENTS :**

Stantec agrees to comply with the Insurance and Indemnification Requirements for the CLIENT as detailed in the PROPOSAL. A copy of Stantec's insurance certificate were provided in the PROPOSAL.

**CITY OF GREEN BAY**

**STANTEC CONSULTING SERVICES INC.**

  
\_\_\_\_\_  
Cheryl Benier-Wigg Director  
Print Name, Title

  
\_\_\_\_\_  
Stu Gross, Principal



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

**MEETING DATE**

April 14, 2026

**PREPARED BY**

Will Peters

**AGENDA ITEM # F.3**

Consideration with possible action to issue a Large Scale Affordable Housing Development Loan of \$250,000.00 to General Capital Acquisitions, LLC for the construction of Fire Station Flats Apartments.

**BACKGROUND**

With the rising costs of development and the increased demand for housing units, developers are facing unprecedented challenges in securing funding for the construction of new housing units. The Large Scale Affordable Housing Development Loan fund is a revolving loan program which was created with State Fiscal Local Recovery Funds allocated to the City of Green Bay through the American Rescue Plan Act of 2021. The intent of this revolving loan fund is to provide gap financing for development of affordable housing.

General Capital Acquisitions, LLC is requesting a Large Scale Affordable Housing Development loan of \$250,000.00 to support the construction of Fire Station Flats Apartments at the former Badger Sheet Metal site located at 402 and 420 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street. The Fire Station Flats includes 85 affordable housing units, a new fire station and community education center, a commercial space, and a public green infrastructure corridor. The project is being managed by General Capital Group and includes various subsidiaries. Total project cost is \$31,100,000.00.

**Loan Terms**

- Loan amount: \$250,000.00
- Interest Rate: 2.00% fixed, compounded annually
- Term: 20 years
- Repayment: Based on available project cash flow after payment of the primary deferred development fee
- Borrower Contribution: 20% of loan amount
- Disbursement: Funds will be disbursed after RDA approval

The loan is structured as cash-flow dependent financing, which is typical for affordable housing developments utilizing low-income Housing Tax Credits (LIHTC). Payments will be made from available cash flow after payment of operating expenses, required reserves, and other primary obligations. Any remaining balance will be due at maturity, with the option for extension subject to City approval.

**RECOMMENDATION**

To issue a Large Scale Affordable Housing Development Loan of \$250,000.00 to General Capital Acquisitions, LLC for the construction of Fire Station Flats Apartments.

**FISCAL IMPACT**

## ATTACHMENTS

1. GB Fire Station Flats, ARPA Affordable Housing Program App Executed2
2. General Capital Acquisitions Term Sheet 4.13.26



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

Phone 920.448.3400  
 Fax 920.448.3426

## AMERICAN RESCUE PLAN ACT AFFORDABLE HOUSING PROGRAM APPLICATION FORM

Name/Company:	
Contact Person:	
Current Address:	
Telephone Number: ( Home)	(Work)
Email:	

Type of Application: (mark all that apply)

Acquisition:	New Construction:	Rehabilitation:
--------------	-------------------	-----------------

Type of Applicant: (mark all that apply)

Non-Profit:	For-Profit:	Project Developer:	Project Owner:
-------------	-------------	--------------------	----------------

Project Location:
RDA/CITY owned parcel? YES or NO:
Does applicant have formal control over the site? YES or NO:
Is the project located in a Qualified Census Tract or other priority location? YES or NO or UNSURE:

Project Cost:

Total Cost of Project:	Total # Units in Project:
ARPA Funds Requested:	Rental Project or Homebuyer:

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:


b. Explain the need, intended use, and justification for ARPA funds:


c. Describe the population intended to be served by this project and ARPA funds:


d. Describe any other formal City housing goals or other community objectives from approved City plans or policies that are addressed by this project that would make this application for ARPA funds even more competitive:


e. Households/Persons Benefited:

Total # of households:	Total # of persons:
------------------------	---------------------

Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI									
31 to 80% AMI									
81% + AMI									
TOTAL									

Project Costs & Use of ARPA funds:

a. New Construction or Rehabilitation

	Total Budget	ARPA Funding	ARPA %	20% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units				
New construction of residential units				
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	ARPA Funding	ARPA %	20% Match
Land				
Buildings				
Other Expenses:				
(Detailed explanation must be attached)				

**c. Site/Off-site Improvements**

	Total Budget	ARPA Funding	ARPA %	20% Match
Clearance/demolition				
Drainage improvements				
Installation/renovation of sanitary sewers				
Remediation				
Transportation improvements (on-site)				
Transportation improvements (off-site)				
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

**d. Total Cost and Total ARPA Funding**

	Total Budget	ARPA Funding	ARPA %	20% Match
<b>TOTALS</b>				
Percentage of ARPA Financing Project				
Total number of units				
Total number of ARPA units				
Other: (Detailed explanation must be attached)				

**Sources of Funds: Grants, Loans or Other Investors**

a. Please attach commitment letters

b. Grant sources (complete as applicable)

Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date

c. Provide a list of previous affordable housing projects and project references.

**\*\*Any award of ARPA Funds is subject to an executed agreement that shall include clawbacks or other penalties for failure to perform on the approved project.**

**Applicant's Certification:**

The applicant certifies that all the information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Green Bay's ARPA Affordable Housing Program.

---

Signature Date

---

Signature Date

Please initial the following:

	The applicant acknowledges that the City may enlist third party professional consulting services to assist in the evaluation of this request for funding, for which 100% of costs may be passed on to the applicant at the City's sole discretion.
	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)

Date received: \_\_\_\_\_

Option awarded: \_\_\_\_\_

Payment received: \_\_\_\_\_





City of Green Bay  
Department of Community and Economic Development

**TERM SHEET**  
**GENERAL CAPITAL ACQUISITIONS LLC**  
**ARPA LARGE SCALE AFFORDABLE HOUSING REVOLVING LOAN PROGRAM**

**Borrower:** General Capital Acquisitions, LLC

**Property:** Redevelopment of the 4.67-acre former Badger Sheet Metal site at 402 & 420 S. Broadway, 419 S. Maple Ave, and 421 Arndt St. This project will feature:

- 85 affordable housing units
- A new fire station and administrative offices
- One commercial space
- A public green infrastructure corridor

**Date:** April 14, 2026

1. **Borrower Eligibility:** Borrower's pro forma and financials have been underwritten and meet the City's underwriting standards.
2. **Project Eligibility:** The site qualifies as a large-scale affordable housing project
3. **Required Materials:** Borrower has submitted a completed RLF application form with all required supplemental documents.
4. **Loan Amount:** \$250,000.00
5. **Purpose:** To offset the costs associated with the construction of 85 affordable housing units. Eligible costs include:
  - Pre-development costs
  - Site preparation
  - Hard construction costs
6. **Interest Rate:** Fixed interest rate of 2.00%, compounded annually.
7. **Term & Amortization:** 20-year term. Payments will be based on available cash flow and made after payment of the primary deferred development fee. Borrower must provide an annual cash flow report to verify payment capacity (see attached amortization schedule). Any outstanding loan balance at the end of the 20-year term will be paid as a lump sum at loan maturity.

In the event the Borrower is unable to make the final payment by the end of the 20-year term, the Borrower may submit a written request for a hardship extension. Such request must be provided at least

six (6) months prior to the loan maturity date and may allow for an extension of up to five (5) additional years. Approval of the hardship extension shall be subject to review and acceptance by the City.

8. **Collateral:** Subordinate mortgage on the property in favor of the City, anticipated to be in fourth lien position, subordinate only to (i) the senior first mortgage financing, (ii) the Tax Increment Financing (TIF) loan, and (iii) the EPA Brownfield Revolving Loan Fund. Final lien position shall be confirmed at closing based on the finalized project capital stack and lender requirements. No additional financing shall be placed in a superior lien position to the City's interest without prior written consent of the City.
9. **Equity Requirement:** Borrower must contribute a minimum cost share equal to 20% of the loan amount (\$50,000.00).
10. **Loan Disbursement:** Full amount of loan shall be disbursed upon execution of the Mortgage and Mortgage Note.
11. **Conditions Precedent:** Loan is contingent upon approval by the Redevelopment Authority of the City of Green Bay. A Development Agreement has been executed between the Borrower and the City, outlining project scope, performance obligations, and compliance requirements.
12. **Expiration:** This term sheet will expire on May 12, 2026, unless accepted by Borrower prior to that date.
13. **Disclaimer:** This Term Sheet is a summary of proposed loan terms only and does not constitute a binding commitment to lend.

### **Acknowledgment and Acceptance:**

The undersigned acknowledge that they have reviewed and agree to the terms outlined in this Term Sheet. This Term Sheet reflects the mutual understanding of the parties as of the date signed below and will serve as the basis for preparation of final loan and development documents. Except as may be expressly set forth in subsequent agreements, this Term Sheet does not constitute a legally binding obligation of the City to lend or the Borrower to borrow.

SIGNATURE PAGE TO FOLLOW

BORROWER:

General Capital Acquisitions, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

**MEETING DATE**

April 14, 2026

**PREPARED BY**

Rebecca Finco, Staff

**AGENDA ITEM # F.4**

Consideration with possible action to approve a resolution authorizing the submittal of a WEDC Community Development Investment (CDI) grant application for the redevelopment of the Fire Station Flats site on South Broadway.

**BACKGROUND**

In December 2025, the RDA approved a resolution authorizing staff to pursue a WEDC Idle Sites Redevelopment grant for the Fire Station Flats project located at the former Badger Sheet Metal site at 402 and 420 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street. Since that time, staff has continued coordination with WEDC and General Capital Group.

Following additional consultation with WEDC, staff determined the Community Development Investment (CDI) Grant Program is a more appropriate and competitive funding source for this project given its mixed-use nature, strong public-private partnership, and emphasis on downtown revitalization.

The proposed Fire Station Flats development will integrate affordable housing, a new Metro Fire Station, community space, and a green infrastructure corridor. The City has already completed substantial environmental remediation, demolition, and site preparation, positioning the site for redevelopment to begin in fall of 2026. Grant funding will assist with additional construction-related remediation activities including soil management, engineered barriers, vapor mitigation, and post-construction monitoring.

Under the CDI program structure, the application will be submitted by Wisconsin Preservation Fund, Inc., the developer's non-profit partner, on behalf of the project. WEDC requires a resolution from the governing body authorizing the application as part of the submission.

Municipalities may authorize one CDI application per fiscal year, or two if one of the projects is located within a federally designated Opportunity Zone. This application will be submitted for consideration in WEDC's next fiscal year, which begins July 1, 2026. Wisconsin Preservation Fund Inc. intends to apply for \$250,000.00 in grant funding, which will help fill a remaining gap in the project's capital stack and further strengthen overall feasibility.

**RECOMMENDATION**

To approve a resolution authorizing Wisconsin Preservation Fund, Inc. to submit a WEDC Community Development Investment (CDI) grant application for the redevelopment of the Fire Station Flats site and forward the resolution to the Common Council for adoption.

## **FISCAL IMPACT**

No additional City financial contribution is required as part of this authorization.

## **ATTACHMENTS**

- I. CDI Authorizing Resolution 4.21.26

**RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY  
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR  
420 S. BROADWAY, 402 S. BROADWAY, 419 S. MAPLE AVENUE,  
AND 421 ARNDT STREET**

**April 21, 2026**

WHEREAS, the Community Development Investment (CDI) grant program, managed by the Wisconsin Economic Development Corporation (WEDC), provides incentives for shovel-ready projects that prioritize downtown community development, resulting in measurable benefits such as job creation, increased property values, and leveraged investments from local and private partners; and

WHEREAS, General Capital Group proposes to redevelop the former Badger Sheet Metal site, located at 420 S. Broadway, 402 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street, which will allow for 85 units of affordable housing, a modern Green Bay Metro Fire Station and administrative offices, approximately 600 square feet of commercial space, a shared Community Education Center, and a new public green infrastructure corridor; and

WHEREAS, General Capital Group, as the developer, has partnered with Wisconsin Preservation Fund, Inc., a non-profit affiliate, which will serve as the applicant and recipient for purposes of submitting and administering the CDI grant application on behalf of the project; and,

WHEREAS, WEDC requires a City resolution authorizing Wisconsin Preservation Fund, Inc. to submit a grant application as a prerequisite for the CDI grant application process; and

WHEREAS, the City of Green Bay supports the proposed redevelopment project and recognizes its anticipated benefits, including increased housing opportunities, reinvestment in a brownfield site, expansion of the local tax base, and enhancement of public infrastructure and community amenities;

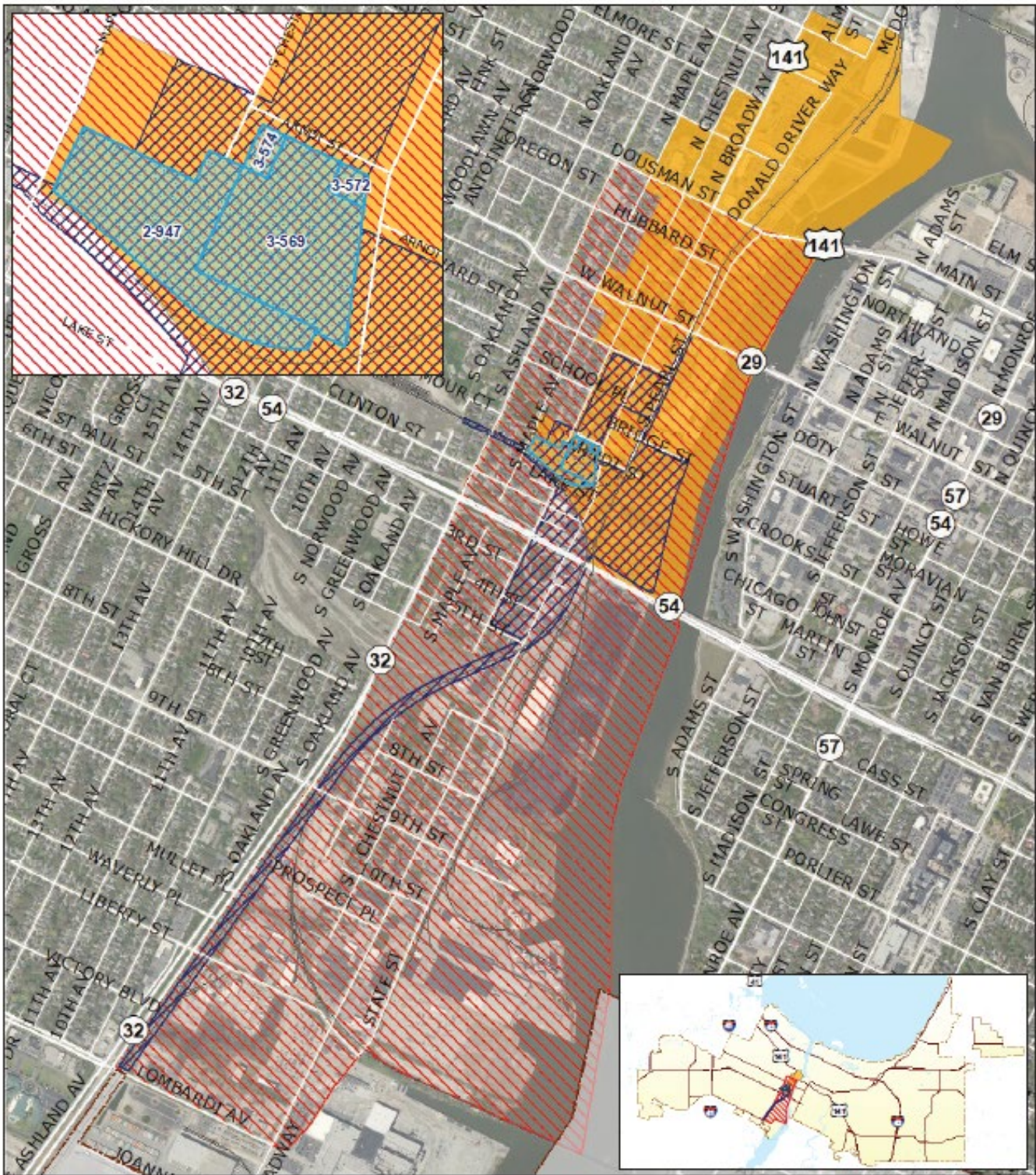
THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City authorizes the submittal of a CDI grant application by Wisconsin Preservation Fund, Inc. for the redevelopment of 420 S. Broadway, 402 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street, which will allow for 85 units of affordable housing, a modern Green Bay Metro Fire Station and administrative offices, approximately 600 square feet of commercial space, a shared Community Education Center, and a new public green infrastructure corridor.

Adopted \_\_\_\_\_

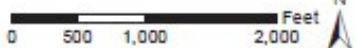
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

**Project Map – 420 S. Broadway, 402 S. Broadway, 419 S. Maple Avenue, and 421 Arndt Street**



**Former Badger Sheet Metal - Green Bay  
Parcels 2-947, 3-569, 3-572, 3-574**



-  Badger Sheet Metal Parcels
-  Tax Increment Finance District 22
-  Opportunity Zone
-  On Broadway BID

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. Map prepared by City of Green Bay Department of Community and Economic Development, E.R.  
10 Nov 2025 X:\Planning\Work Order Requests\2025\25.02 Office Maps\Idle Sites Grant\BadgerSheetMetal.mxd



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

April 14, 2026

**PREPARED BY**

Matthew Buchanan, Staff

**AGENDA ITEM # F.5**

Consideration with possible action on Development Agreement 26-01 with Three Sixty Real Estate Solutions, LLC for the redevelopment of 227 N. Quincy Street, 221 N. Quincy Street, 624 Pine Street, 618 Pine Street, 616 Pine Street, and 605 Cherry Street, and authorizing the City to approve agreements required by the Developer's lender for financing purposes, subject to final legal review.

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

**BACKGROUND**

Three Sixty Real Estate Solutions, LLC ("Developer"), intends to acquire approximately 2.505 acres of land at 200 N. Monroe Avenue in order to complete a Project, which includes three phases:

1. Phase One: A four (4)-story structure with approximately eighty (80) housing units over one (1) level of underground parking.
2. Phase Two: A four (4)-story mixed-use structure with approximately sixty (60) housing units, amenity space, and approximately four thousand five hundred (4,500) square feet of commercial space over one (1) level of underground parking.
3. Phase Three: Twenty-eight (28) two (2)-story townhome units across two (2) three (3) story structures with attached garage parking.

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

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

DCED has placed a priority on the creation of rental units at all price points. The Housing Market study

"there is a fairly significant shortage of units for those renters making more than 80% of the median income. This indicates an opportunity to add higher rent and high quality rental units to the market."

As of January 1, 2026, the Property has an aggregate assessed value of \$0.00, and therefore yields \$0.00 in total gross real estate taxes annually.

Upon completion of all three phases of the Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Eighteen Million Five Hundred Thousand Dollars (\$18,500,000), which is anticipated to yield approximately:

- Three hundred eighty-five thousand, five hundred forty dollars (\$385,540.00) in total real estate taxes annually (assessed mill rate of \$20.84);
- One hundred fifty-four thousand, six hundred sixty dollars (\$154,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to approve a territory amendment to the Tax Increment District ("TID 30" or the "TID"), effective January 1, 2026, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

The draft Development Agreement will be made available on Monday, April 13, 2026.

## RECOMMENDATION

To approve Development Agreement 26-01 with Three Sixty Real Estate Solutions, LLC for the redevelopment of 227 N. Quincy Street, 221 N. Quincy Street, 624 Pine Street, 618 Pine Street, 616 Pine Street, and 605 Cherry Street.

## FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

1. Property transfer — The City acquired the properties in 2018 for \$1,200,000.00. The Redevelopment Authority shall convey 227 N. Quincy Street, 221 N. Quincy Street, 624 Pine Street, 618 Pine Street, 616 Pine Street, and 605 Cherry Street (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) to Developer, free and clear via warranty deed, for the sum of one million two hundred thousand dollars (\$1,200,000.00) with 15% (\$180,000) of the purchase price on the date of conveyance. The remainder of the land acquisition cost will be paid through annual payments of \$60,000, starting in 2033 with a final payment in 2049.
2. PAYGo Reimbursement — The City shall make available eighty-five percent (85%) of the remaining Available TIF Increment to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
3. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of six million, three hundred thousand dollars (\$6,300,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

## ATTACHMENTS

1. 200 N Monroe DA Draft 4.13.2026





City of Green Bay  
Department of Community and Economic Development

**DEVELOPMENT AGREEMENT 26-01**  
**200 N. MONROE**

This Development Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),  
and THREE SIXTY REAL ESTATE SOLUTIONS, 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>
11-156	227 N. Quincy St.	0.122	\$0.00
11-157	221 N. Quincy St.	0.707	\$0.00
11-158	624 Pine St.	0.201	\$0.00
11-159	618 Pine St.	0.224	\$0.00
11-160	616 Pine St.	0.849	\$0.00
11-191	605 Cherry St.	0.402	\$0.00

B. The parcels listed above, shall be referred to as the “Property.” The Property comprises approximately 2.505 acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes three phases:

1. Phase I: A four (4)-story structure with approximately eighty (80) housing units over one (1) level of underground parking.
2. Phase II: A four (4)-story mixed-use structure with approximately sixty (60) housing units, amenity space, and approximately four thousand five hundred (4,500) square feet of commercial space over one (1) level of underground parking.
3. Phase III: Twenty-eight (28) townhome units across two (2) three (3) structures with attached garage parking.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C. The Property will be divided into three (3) parcels. Each phase will be completed on a corresponding parcel. The parcel and Phase of the Project will be completed by a limited liability company, to be created prior to commencing that Phase of the Project.

- D. As of January 1, 2026, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2026, the Property yields approximately:
1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$19.92);
  2. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of all three (3) phases of the Proposed Project, the City estimates the aggregate assessed property value of the Property to be eighteen million, five hundred thousand dollars (\$18,500,000.00), which is anticipated to yield approximately:

Phase	Estimated Assessed Value	Completion
Phase 1	\$8,500,000.00	Dec. 31, 2028
Phase 2	\$15,500,000.00 (combined)	Dec. 31, 2029
Phase 3	\$18,500,000.00 (combined)	Dec. 31, 2031

1. Phase 1 (Estimated Assessed Value: \$8,500,000.00)
  - a) One hundred seventy-seven thousand one hundred forty dollars (\$177,140.00) in total real estate taxes annually (assessed mill rate of \$20.84);
  - b) Seventy-One thousand sixty dollars (\$71,060.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).
2. Phase 2 (Combined Estimated Assessed Value: \$15,500,000.00)
  - a) Three hundred twenty-three thousand twenty dollars (\$323,020) in total real estate taxes annually (assessed mill rate of \$20.84);
  - b) One hundred twenty-nine thousand, five hundred eighty dollars (\$129,580.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).
3. Phase 3 (Combined Estimated Assessed Value: \$18,500,000.00)
  - a) Three hundred eighty-five thousand, five hundred forty dollars (\$385,540.00) in total real estate taxes annually (assessed mill rate of \$20.84);
  - b) One hundred fifty-four thousand, six hundred sixty dollars (\$154,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).

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.

- B. Pursuant to the provisions of Wis. Stats. § 66.1105, (the “Tax Increment Law”), the Property is within one-half (1/2) mile of Tax Increment District Number Thirty (“TID 30” or the “TID”), which will provide part of the financing for certain costs of the Project. The RDA and the City will ask the Joint Review Board (JRB) to amend the boundaries of TID 30, a rehabilitation or conservation Tax Increment District, effective January 1, 2027, to include the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after amendment, shall replace all references to the “TID.”

- C. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- D. The City and RDA desire to have Developer perform the Project to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- E. In order to induce Developer to undertake the Project, such that it will transform a long-underutilized site in Downtown Green Bay into a vibrant mixed-use community; deliver one hundred sixty-eight (168) new workforce housing units, ground-floor commercial space, publicly accessible amenities, and structured parking; create a significantly higher per acre property value than adjacent properties; generate property taxes greater than the cost of providing infrastructure and services; remediate environmental contamination and/or enhance the physical (soil, water, air) landscape; add new residents to support local business; generate job opportunities for individuals of all ages, abilities, and incomes; 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 regarding all dates and time periods set forth and 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 all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing, including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

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

## II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars (\$0.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means THREE SIXTY REAL ESTATE SOLUTIONS, LLC, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other

sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
  2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
  3. telephone, high-speed cable, and related technology infrastructure; and
  4. natural gas, electrical power, and other public utilities; and
  5. any related engineering, grading, erosion control, and landscaping; and
  6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means Tax Increment District 30 ("TID 30" 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 30 in 2025; TID 30 terminates in 2053. The RDA and the City will ask the Joint Review Board (JRB) to amend the boundaries of TID 30, a rehabilitation or conservation Tax Increment District, effective January 1, 2027, to include the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after amendment, shall replace all references to the "TID."
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

- V. “Vertical construction” means permanent construction such as the construction of columns or any vertical permanent portion of a residential building. Vertical construction does not include land preparation, including clearing, grading, filling, or excavation for a basement, footings or foundation; erection of temporary forms; acquisition or approval of applicable approvals, permits, or contracts; or the inspection, testing, or environmental remediation of the Property.

### 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 RDA shall convey the Property to the Developer through the following process:
    - a) The RDA shall convey the Property, excluding all City and RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one million, two hundred thousand dollars (\$1,200,000.00), and shall provide an owner’s policy of title insurance at the time of conveyance. Developer shall pay 15% (\$180,000) of the purchase price on the date of conveyance and make annual payments of \$60,000, starting in 2033 with a final payment in 2049. Developer shall be responsible for all closing costs associated with Property transfer.
    - b) The City and RDA shall prepare and obtain all necessary approvals for a Certified Survey Map (“CSM”) subdividing the Project Site, which consists of Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191, into three development parcels consistent with the building footprints, phasing plan, and anticipated final layout illustrated on the Preliminary Concept Plan (Exhibit C). The CSM shall create separate legal parcels corresponding to each development phase and building area, in a manner that enables the City or RDA to exercise its conditional option to repurchase any undeveloped parcels without affecting parcels on which the Developer has achieved substantial completion. The CSM shall also dedicate any required right-of-way, public access easements, utility easements, and cross-parcel access agreements necessary for the orderly development and long-term operation of the Project. The final CSM shall be recorded prior to the conveyance of the Property to the Developer.
    - c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
  2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
  - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
  - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
  - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2028, the TIF Increment would be determined as of January 1, 2029 and the PAYGo reimbursement would first be payable in 2030.
3. **Qualified Expenditures.** The TIF incentive shall only fund, in order of priority:
- a) Public Improvements;
  - b) Private Improvements, including:
    - (I) Environmental remediation as required by State and Federal law; and
    - (II) Building demolition and site clearing; and
    - (III) Stormwater management facilities and related improvements; and
    - (IV) Building foundations, paving, landscaping and related site improvements; and
    - (V) Building superstructure, including core and shell.
  - c) Any other activity specifically approved by the City or RDA.
4. **Assignment.** Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property, and a lender, upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third-party purchaser and/or developer of any part of the Property.
- C. **Limitations.** The TIF Incentive available to Developer for the Project is limited as follows:
- I. **Monetary Limitation.** The TIF Incentive in any year shall not exceed eighty-five percent (85%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of five million, five hundred thousand dollars (\$6,300,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
  3. Tax Receipts Limitation. Only the Available Tax Increment 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, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the TIF Incentive payable to the Developer in tax years 2032 through 2049 (the PILOT Term) shall fall below \$380,000.00 (the Guaranteed Minimum), the Developer or any successor or assignee owner of the Project shall make or cause to be made during the PILOT Term, annual payments in lieu of taxes in an amount sufficient to mee the Guaranteed Minimum (the Payment in Lieu). The Guaranteed Minimum or Payment in Lieu shall be available to the Developer for reimbursement of Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as real estate property taxes are due and payable for such year. If the Developer or any successor or assignee owner fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project in the amount of the difference between the actual TIF Incentive available for reimbursement to Developer and the Guaranteed Minimum. All notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project at the time that the TIF Incentive falls below the Guaranteed Minimum. The covenants contained in this Article shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project for the duration fo the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor and assignee owners of the Project.
- E. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- F. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided,

however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

#### IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to July 1, 2026, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the new boundaries of the Property as described in Section III. B. I.
- B. Construction Documents. Prior to November 1, 2026, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
  1. Plans and specifications for structural, mechanical, and electrical systems; and
  2. Full-color elevations for all sides of all proposed structures; and
  3. Descriptions of all exterior building materials; and
  4. Descriptions and photographic examples of interior finishes; and
  5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to September 1, 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-nine million, eight hundred one thousand, three hundred eleven dollars (\$29,801,311.00) in “hard” construction costs for the entire Project; and
  2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
  3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
    - a) Public Art on the Property; or
    - b) Public Art within one-half (1/2) mile of the Property; or
    - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
    - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
  4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan,

Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget 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 usual and customary water, sewer, and other impact fees that may be due and payable in connection with the Project.
  - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than September 1, 2026, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into all three (3) phases of the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third-party financing is used to pay Project costs.
- G. Proof of Financing. By no later than December 1, 2026, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than June 30, 2026, Developer shall have closed on the purchase of all the parcels comprising the Property and all the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights to accommodate the Concept Plan.
- J. Certified Survey Map. A certified survey map must be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

- L. Improvement of Property. Developer shall promptly design and complete the Project in three (3) phases as described in the Recitals and Concept Plan.
1. Phase 1. Substantial work on Phase 1 shall commence no later than ninety (90) days after the last to occur of:
    - a) approval by the City and RDA of the Preliminary Concept Plan;
    - b) approval by the RDA of the Development Budget and Development Plans; and
    - c) issuance of all permits or licenses required to commence construction of Phase 1; provided, however, that in no event shall commencement occur later than September 1, 2026. Substantial completion of Phase 1 shall occur no later than December 31, 2028.
  2. Phase 2. Substantial work on Phase 2 shall commence no later than May 1, 2028, and substantial completion shall occur no later than December 31, 2029. Developer may not commence Phase 2 construction until all approvals and permits required for Phase 2 have been obtained.
  3. Phase 3. Substantial work on Phase 3 shall commence no later than May 1, 2030, and substantial completion shall occur no later than December 31, 2031. Developer shall obtain all approvals and permits required for Phase 3 prior to commencement.

Developer shall file with the RDA copies of the detailed construction plans for each phase within ninety (90) days after substantial completion of that phase.

- 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 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 always keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice

of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Developer acknowledges known contamination at the Property, including the information referenced in Wisconsin DNR BRRS 02-05-589625, 03-05-002094, 03-05-20493903-05. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, 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. The City and RDA shall provide Developer with copies of all environmental reports pertaining to the Property currently in their possession or within 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 treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property occurring during Developer's term of ownership; 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.
  5. WDNR Post-Closure Modification; Revocation of Prior Request.

Developer acknowledges that the City previously submitted a post-closure modification request to the Wisconsin Department of Natural Resources (“WDNR”) in connection with a prior redevelopment concept for the Property. Developer agrees that such prior request is specific to the earlier concept and shall not be relied upon for the Project contemplated under this Agreement. Developer and City shall cooperate in formally revoking or withdrawing the prior request. The Developer shall be responsible for all costs and fees necessary to comply with WDNR requirements.

Prior to any disturbance, modification, penetration, or removal of the existing engineered cap or other closure components on the Property, Developer shall, at its sole cost and expense, prepare, submit, and obtain WDNR approval of a new post-closure modification request specific to the Project. Developer shall retain a qualified environmental consultant to prepare all required documentation, plans, engineering details, and supporting materials necessary for WDNR review and approval.

No construction activity affecting capped or regulated areas shall commence until written WDNR approval has been obtained. Developer shall be solely responsible for compliance with all WDNR conditions of approval, including excavation oversight, proper management and disposal of contaminated materials, reconstruction or replacement of the cap, installation of any vapor mitigation system if required, long-term monitoring obligations, and all associated reporting. All costs associated with revocation of the prior request, preparation of the new request, and compliance with WDNR requirements shall be borne exclusively by Developer.

6. Environmental Remediation Timing. All environmental remediation work required for WDNR approval of the post-closure modification, including excavation, disposal, cap reconstruction, and installation of any required engineering or vapor mitigation controls, shall be completed as part of Phase I of the Project. The parties acknowledge that although remediation activities will occur in Phase I, Developer may allocate and recover such costs proportionally across Phases I, II, and III within the Project budget and financing structure.

- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
    - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
    - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
    - c) Five hundred thousand dollars (\$500,000.00) policy limit.
  2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
  3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
    - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
    - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
    - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
    - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
  4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
    - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and

- b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss, the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- 1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
  - a) Any breach by Developer of the terms of this Agreement;
  - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
  - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
- 2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that

there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter 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.

- U. Contractors. Developer shall provide to the City and RDA a list of call contractors conducting work on the Project. Prior to receiving any TIF assistance, the Developer shall provide written statements from all listed contractors that all payments due to contractors have been made. The City and RDA may withhold TIF assistance if the Developer has outstanding financial obligations owed to contractors. Contractor means a person, corporation, partnership, or any other business entity that performs work as a general contractor, prime contractor, or subcontractor at any tier.
- V. Employees. Developer shall ensure all workers who will perform work on the Project are properly classified as employees or independent contractors under all applicable state and federal laws.
- W. Disclosure. During the duration of this Agreement, the Developer shall report all current investigations, orders, judgments, or other legal matters with any state or federal agency, or in any municipal, state, or federal court.
- X. Compliance with City Ordinances. Developer shall be responsible for implementing an application and lease process with all tenants that complies with all City ordinances, state, and federal law. The City and RDA may withhold TIF assistance if the Property has outstanding Orders from any City Department or has been declared a nuisance under City ordinance.

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

- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

#### VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

#### VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

#### VIII. DEFAULT

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

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
  4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
    - a) Fraud; or
    - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
  5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
  6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
  2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
  3. Specific Performance. Sue for specific performance;
  4. Sue for Damages. Sue for all damages caused by the Event of Default;
  5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
  6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
  7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
  8. Conditional Option to Purchase. In addition to the remedies set forth above, upon the occurrence of any Event of Default or the Developer's failure to commence vertical construction of any the three phases of the Project by the dates herein, the RDA shall have the right, but not the obligation, to exercise a conditional option to repurchase the applicable parcel(s), for the original purchase price, created under the Certified Survey Map ("CSM"):

The RDA may repurchase only those parcels on which the Developer has not commenced vertical construction without affecting the Developer's rights in commenced parcels. The repurchase price, terms of conveyance, and title conditions shall be as set forth in this Agreement. Developer shall execute all documentation necessary to effectuate this option, and the option shall run with the land and be recorded against each parcel created by the CSM.

The repurchase price for any parcel shall equal the per-square-foot price derived from the total purchase price of \$1,200,000, less the outstanding balance of the land payment, divided by the total land area conveyed, multiplied by the square footage of the parcel being repurchased, and the actual cost of remediation and other site improvements of the parcel, subject to the Developer providing adequate documentation of costs.

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

## IX. TERMINATION

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

- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-one (21) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2050.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

## X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld. The RDA and City understand the Developer intends to create three separate legal entities for the corresponding three phases of the Project and the associated parcels, and may request the assignment of the rights and obligations of this Agreement to those entities by providing thirty (30) days written notice to the City and RDA. The approval of any assignment will not be unreasonably withheld by the City and RDA.
- 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 (180) 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 regarding all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 1, 2026, 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: Cheryl.renier-wigg@greenbaywi.gov

To the Developer:                THREE SIXTY REAL ESTATE SOLUTIONS, LLC  
   Attention: Jeremy Novak  
   1243 Badger Street  
   La Crosse, WI 54601

e-mail: jeremy@threesixty.bz

phone: 608-790-5589

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 the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. Unless Developer's lender requires subordination of the City and RDA's interests created pursuant to this Agreement, and in such case only to the extent provided in the resulting subordination agreement(s), this Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

**Signature page 1 of 3**

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

**DEVELOPER:  
THREE SIXTY REAL ESTATE SOLUTIONS,  
LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Marvin W. Wanders, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF BROWN     )

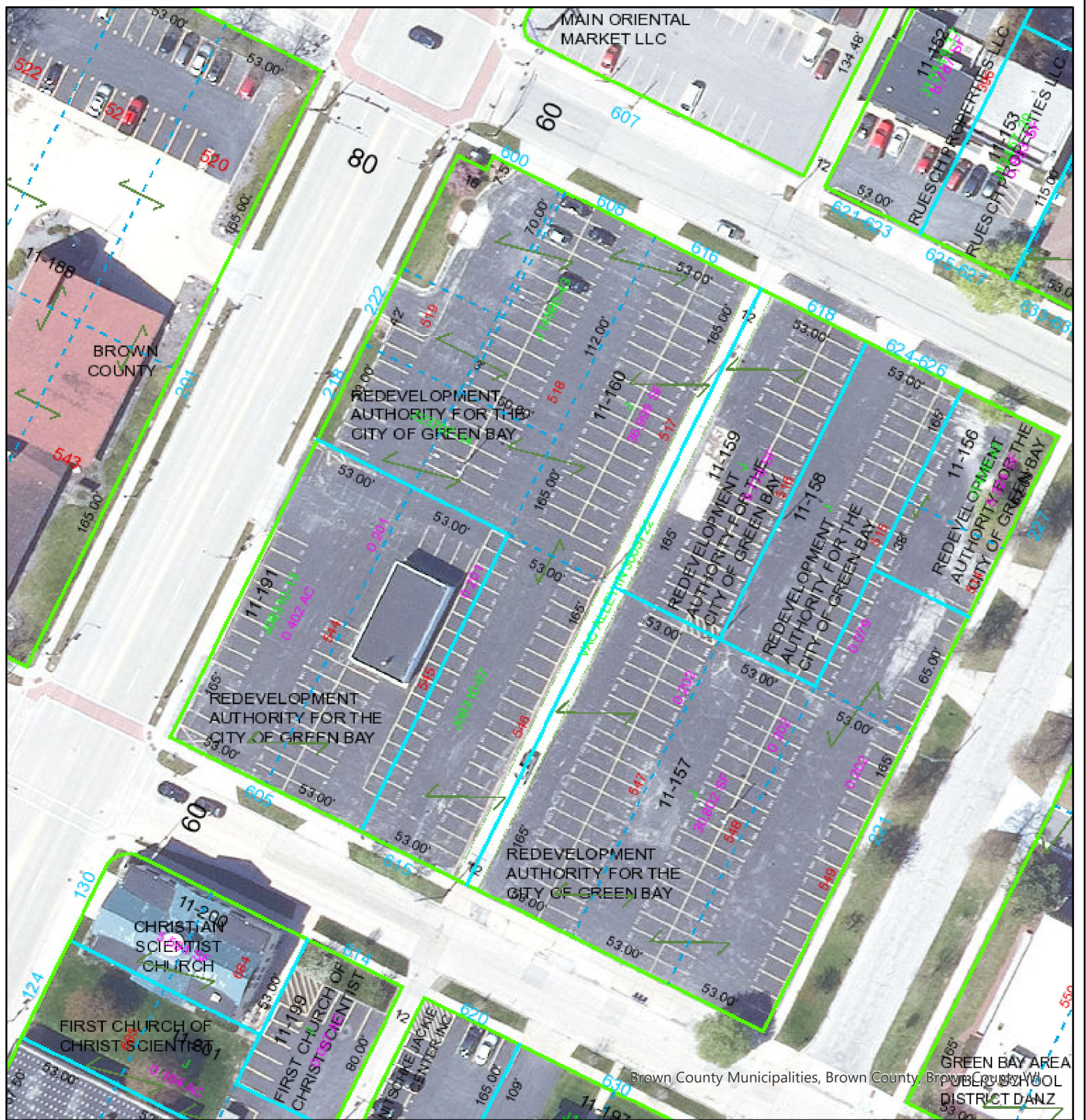
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the above named Marvin W. Wanders, the Managing Member of THREE SIXTY REAL ESTATE SOLUTIONS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*Kevin J. Roop  
Notary Public, LaCrosse County, Wisconsin  
My Commission is permanent.





EXHIBIT A  
Property Map



1"=94'



1:1,128

**Legend**

Property Hook

Parcel Line

Block boundary

Bulkhead Line

Historic Parcel Line (20under)

Hydrography

Lines between deeds or lots (20pdashed)

Lot boundary

Meander line

Original Right of Way

PLSS line

Parcel line

Plat boundary

Private Road Right of Way

Right of Way line

U

V

TaxP

C

G

H

R

T

U<sub>GB - GIS</sub>

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: 13 Apr 2026

# City of Green Bay

EXHIBIT B  
Legal Descriptions

616 Pine St. Parcel# 11-160: NAVARINO PLAT LOTS 517,518, 519 & 546 EX 2657831 FOR RD & W  
1/2 OF VAC ALLEY AS DESC IN 3005722

605 Cherry St. Parcel 11-191: 0.402 AC M/L PLAT OF NAVARINO LOTS 544 & 545

618 Pine St. Parcel# 11-159: NAVARINO PLAT LOT 516 & E 1/2 OF VAC ALLEY ADJ WLY AS DESC  
IN 3005722

624 Pine St. Parcel 11-158: 0.201 AC M/L NAVARINO PLAT LOT 515

227 N. Quincy St. Parcel 11-156: 0.122 AC M/L NAVARINO PLAT N 100 FT OF LOT 514

221 N. Quincy St. Parcel 11-157: NAVARINO PLAT LOTS 547-548- 549 & SLY 65 FT OF LOT 514 & E  
1/2 OF VAC ALLEY ADJ WLY AS DESC IN 3005722

EXHIBIT C  
Preliminary Concept Plan



TOTAL SF: 11,902  
 BRICK: 1,872 SF = 16%  
 ACCENT METAL PANEL: 1,605 SF = 14%  
 WOOD GRAN METAL PANEL: 3,021 SF = 26%  
 SOLID COLOR METAL PANEL: 3,294 SF = 28%  
 GLAZING: 3,085 SF = 26%



4 SOUTH ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 5,156  
 BRICK: 588 SF = 11%  
 ACCENT METAL PANEL: 2,005 SF = 39%  
 WOOD GRAN METAL PANEL: 758 SF = 15%  
 SOLID COLOR METAL PANEL: 2,807 SF = 55%  
 GLAZING: 423 SF = 8%



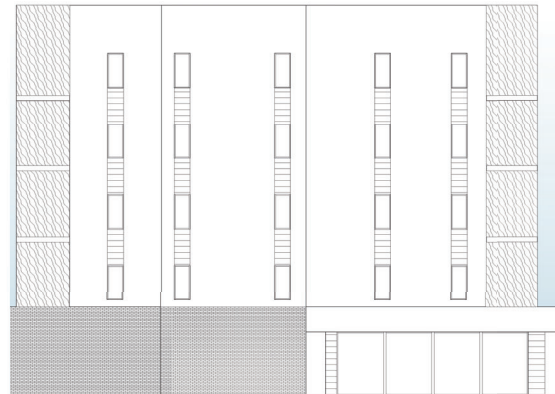
3 EAST ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 11,902  
 BRICK: 2,028 SF = 17%  
 ACCENT METAL PANEL: 1,605 SF = 14%  
 WOOD GRAN METAL PANEL: 2,272 SF = 20%  
 SOLID COLOR METAL PANEL: 3,111 SF = 26%  
 GLAZING: 3,241 SF = 27%



1 NORTH ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 5,203  
 BRICK: 658 SF = 13%  
 ACCENT METAL PANEL: 2,028 SF = 39%  
 WOOD GRAN METAL PANEL: 758 SF = 15%  
 SOLID COLOR METAL PANEL: 2,847 SF = 55%  
 GLAZING: 578 SF = 11%

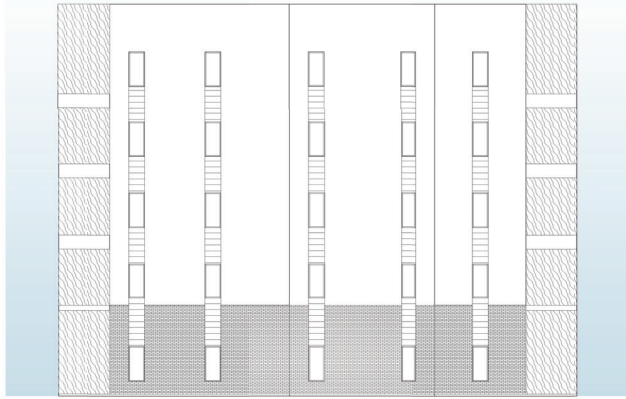


2 WEST ELEVATION  
 1/8" = 1'-0"

EXTERIOR ELEVATIONS - BUILDING 3



TOTAL SF: 5,123 SF  
 BRICK: 375 SF = 7%  
 ACCENT METAL PANEL: 311 SF = 6%  
 WOOD GRAIN METAL PANEL: 906 SF = 18%  
 SOLID COLOR METAL PANEL: 2,787 SF = 54%  
 GLAZING: 344 SF = 7%



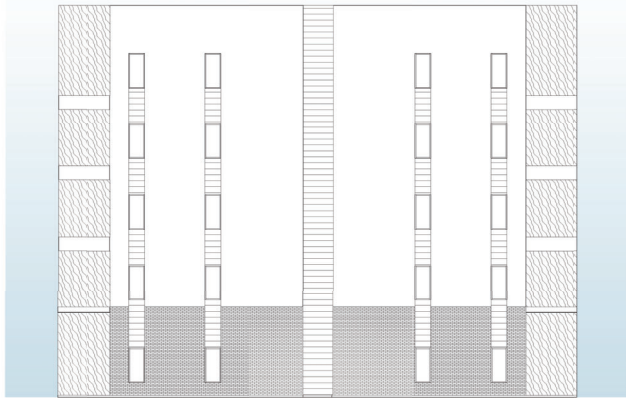
3 SOUTH ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 13,226  
 BRICK: 619 SF = 5%  
 ACCENT METAL PANEL: 898 SF = 7%  
 WOOD GRAIN METAL PANEL: 3,445 SF = 26%  
 SOLID COLOR METAL PANEL: 3,666 SF = 28%  
 GLAZING: 3,535 SF = 26%



4 EAST ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 5,123  
 BRICK: 739 SF = 14%  
 ACCENT METAL PANEL: 542 SF = 11%  
 WOOD GRAIN METAL PANEL: 907 SF = 18%  
 SOLID COLOR METAL PANEL: 2,660 SF = 52%  
 GLAZING: 275 SF = 5%



1 NORTH ELEVATION  
 1/8" = 1'-0"

TOTAL SF: 13,226  
 BRICK: 667 SF = 5%  
 ACCENT METAL PANEL: 898 SF = 7%  
 WOOD GRAIN METAL PANEL: 3,478 SF = 26%  
 SOLID COLOR METAL PANEL: 3,729 SF = 28%  
 GLAZING: 3,462 SF = 26%



2 WEST ELEVATION  
 1/8" = 1'-0"

EXTERIOR ELEVATIONS - BUILDING 4



Report to the  
Redevelopment Authority  
of the City of Green Bay

## MEETING DATE

April 14, 2026

## PREPARED BY

Ronda Bitney

## AGENDA ITEM # F.6

Consideration with possible action to award a one-year development agreement for the sites located at 1108, 1112 & 1116 S Broadway to Radue Homes Inc.

## BACKGROUND

The parcels located at 1108, 1112, and 1116 S. Broadway were originally acquired by the City to mitigate blighted properties and encourage private development. The sites are currently zoned S-RLI (Special Purpose Residential Light Industrial).

Staff has received a proposal from Radue Homes Inc. for the construction of three two-story single-family homes, each with a detached two-car garage. Each home is proposed to include three bedrooms, one and a half bathrooms, and approximately 1,465 square feet of living space. The developer has offered to purchase the parcels for \$12,100 each, totaling \$36,300.

The homes would be constructed as speculative (“spec”) homes, listed on the multiple listing service, and sold at market rate.

Due to the current zoning designation, the proposed development requires a Conditional Use Permit (CUP) for each single-family dwelling. The developer has submitted applications for the required CUPs, which are scheduled for review on April 27 by the Plan Commission with final approval by City Council.

## RECOMMENDATION

To approve a one-year development agreement for the sites located at 1108, 1112 & 1116 S Broadway for the development of three, 2- story single family homes contingent on the approval of the Conditional Use Permits.

## FISCAL IMPACT

## ATTACHMENTS

1. Planning Option Application final
2. 26-06 Broadway Site Plan
3. 26-06 Broadway - 2-18-26 (2)

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

Radue Homes, Inc

Contact Person:

Allison Buckley

Current Address:

2585 S Broadway; Green Bay, WI 54304

Telephone Number (Home) \_\_\_\_\_

(Work) 920-562-2602

Email

allison@raduehomes.com

Address of chosen RDA

parcel 1108, 1112 & 1116 S Broadway (1-767, 1-766, 1-765)

Offering Purchase Price \$12,100 each for a total of \$36,300

Proposed Timeline: construction would start as soon as all City approvals are received. We could close within 14 days of approvals.

Proposed Use: Rental or Owner Occupy

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

cash at closing

Gap funding being requested: none

**C. Proposed Project**

Describe the proposed project:

Radue Homes proposes to construct three two story homes with detached 2 car garages on each lot. Due to limited staging areas, the homes would generally be constructed at the same time. Each home would be a spec home to be listed for sale.

The proposed floor plans and home elevations are attached for approval. Each lot also requires a conditional use permit as the lots are zone special purpose residential/light industrial. We are requesting approval from the RDA as well as approval for the conditional use permit.

\*You MUST include drawings of proposed building, preliminary site plan with footprint and parking. Timeline and funding sources.

**Contractor Information:**

Radue Homes constructs about 50-60 residential homes per year in addition to other special projects.

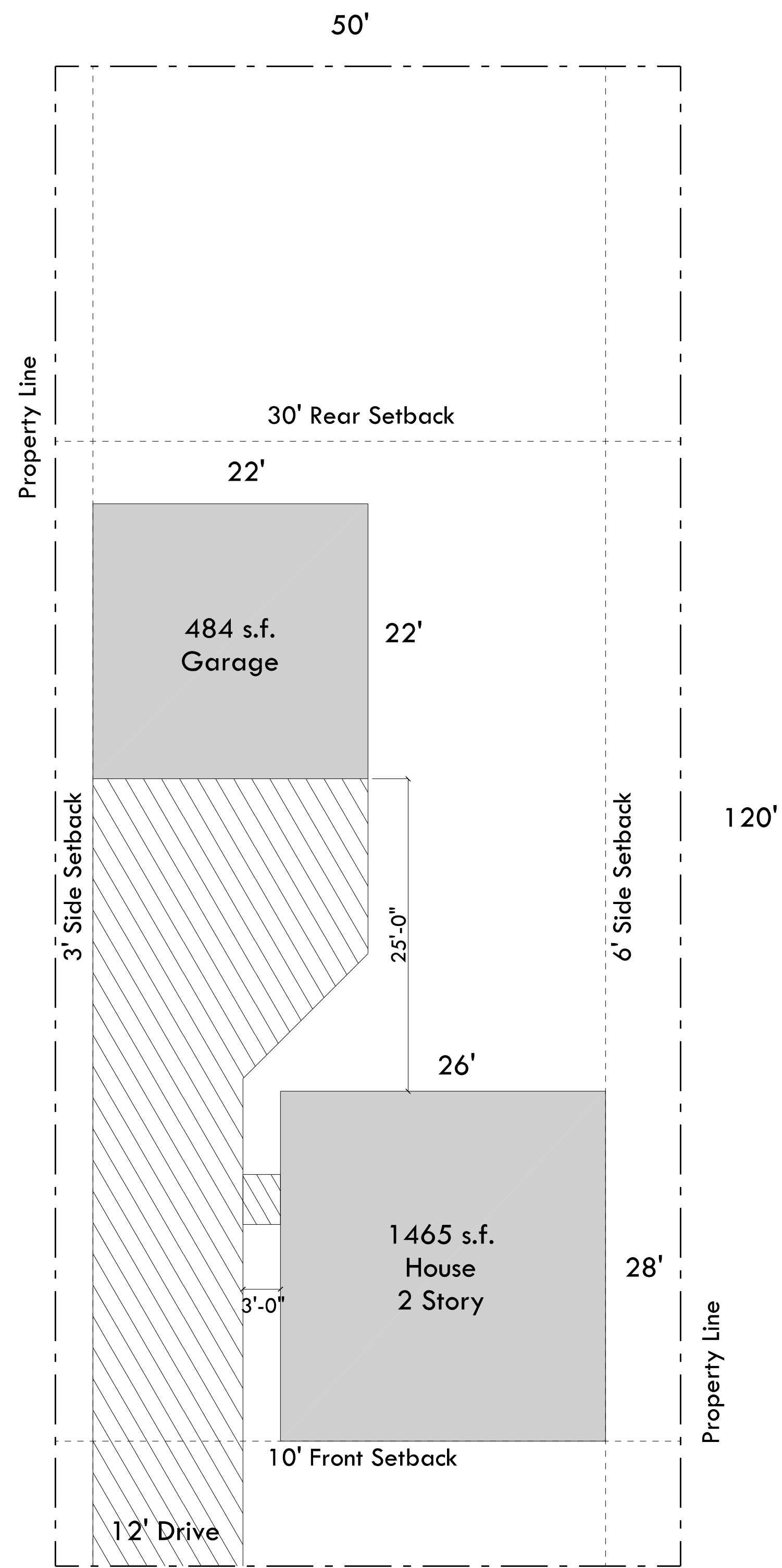
**Contractor Experience:**

Radue Homes has been in business for over 20 years and under the current leadership of the second generation, Ryan Radue, since 2018.

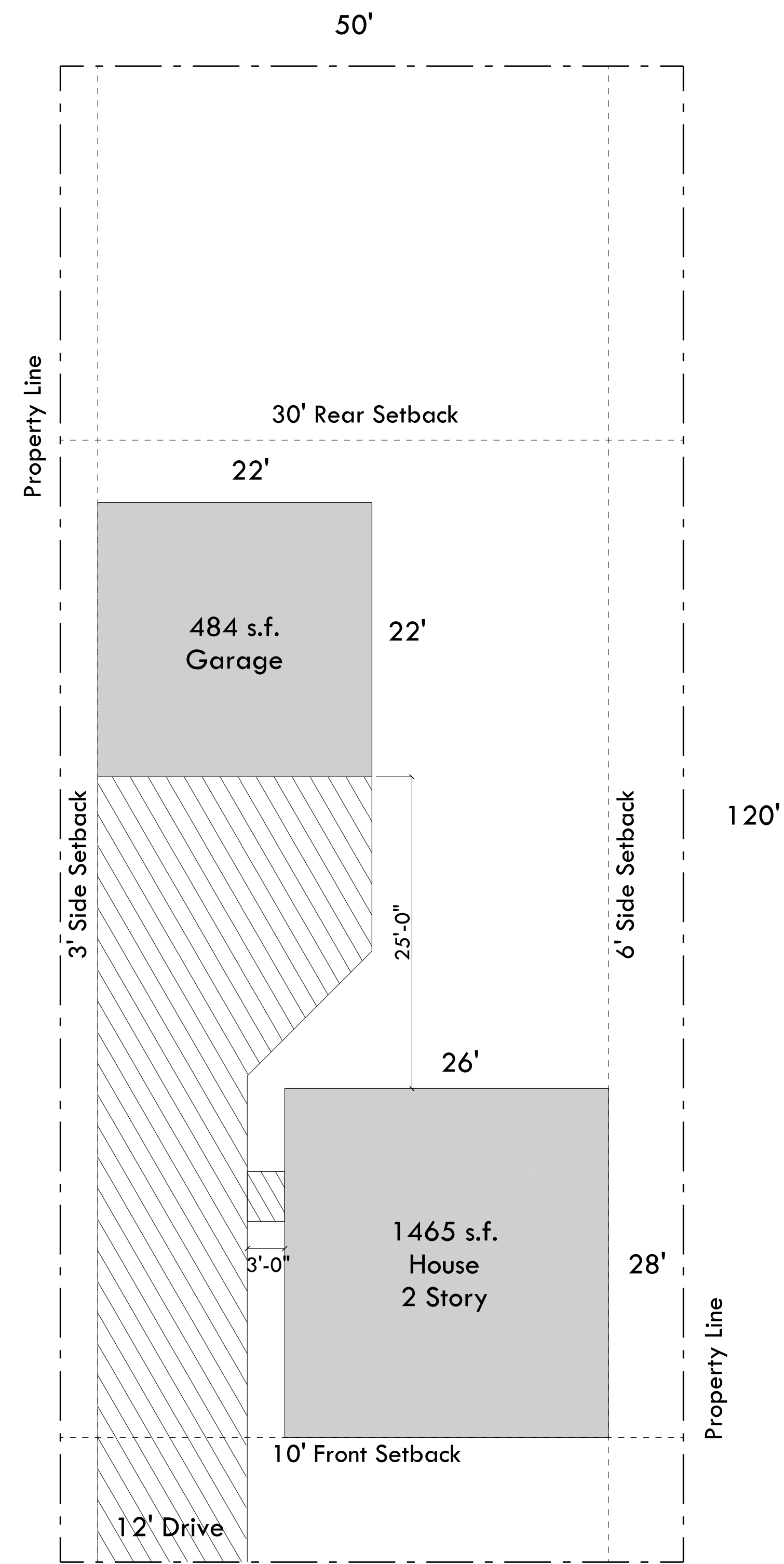
**Applicant's Certification:**

  
\_\_\_\_\_  
Signature 2/26/2026  
Date

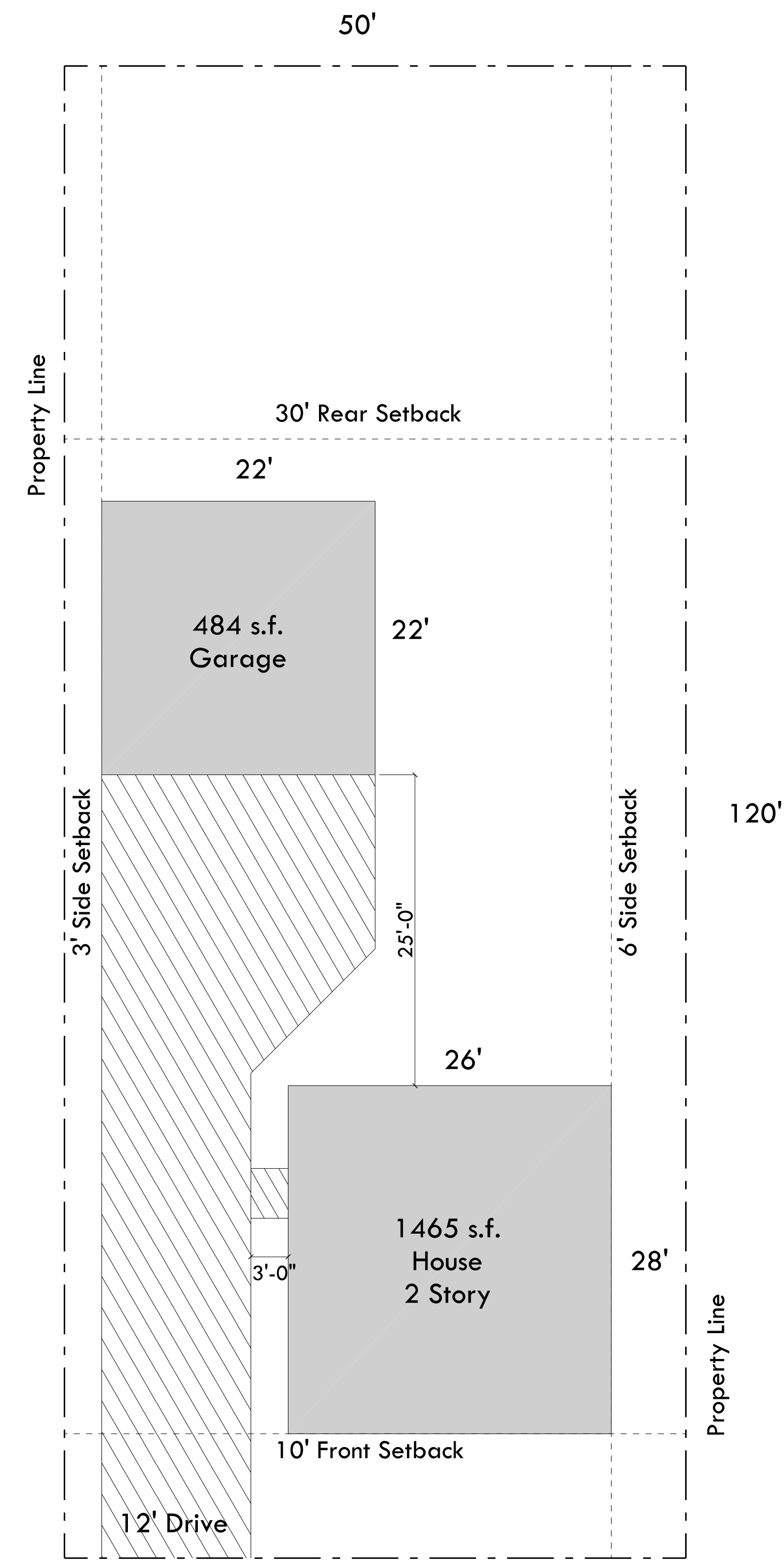
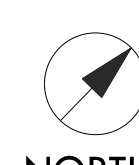
*Allison Buckley*  
\_\_\_\_\_  
Signature 2/26/2026  
Date



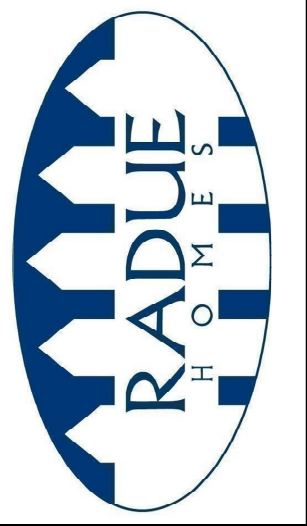
1116 S Broadway  
Lot 1-765



1112 S Broadway  
Lot 1-766



1108 S Broadway  
Lot 1-767



ADDRESS:  
2388 S. BROADWAY  
LOT 1-765  
PH: 720.659.6355  
RADUEHOMES.COM

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STRICTLY PROHIBITED

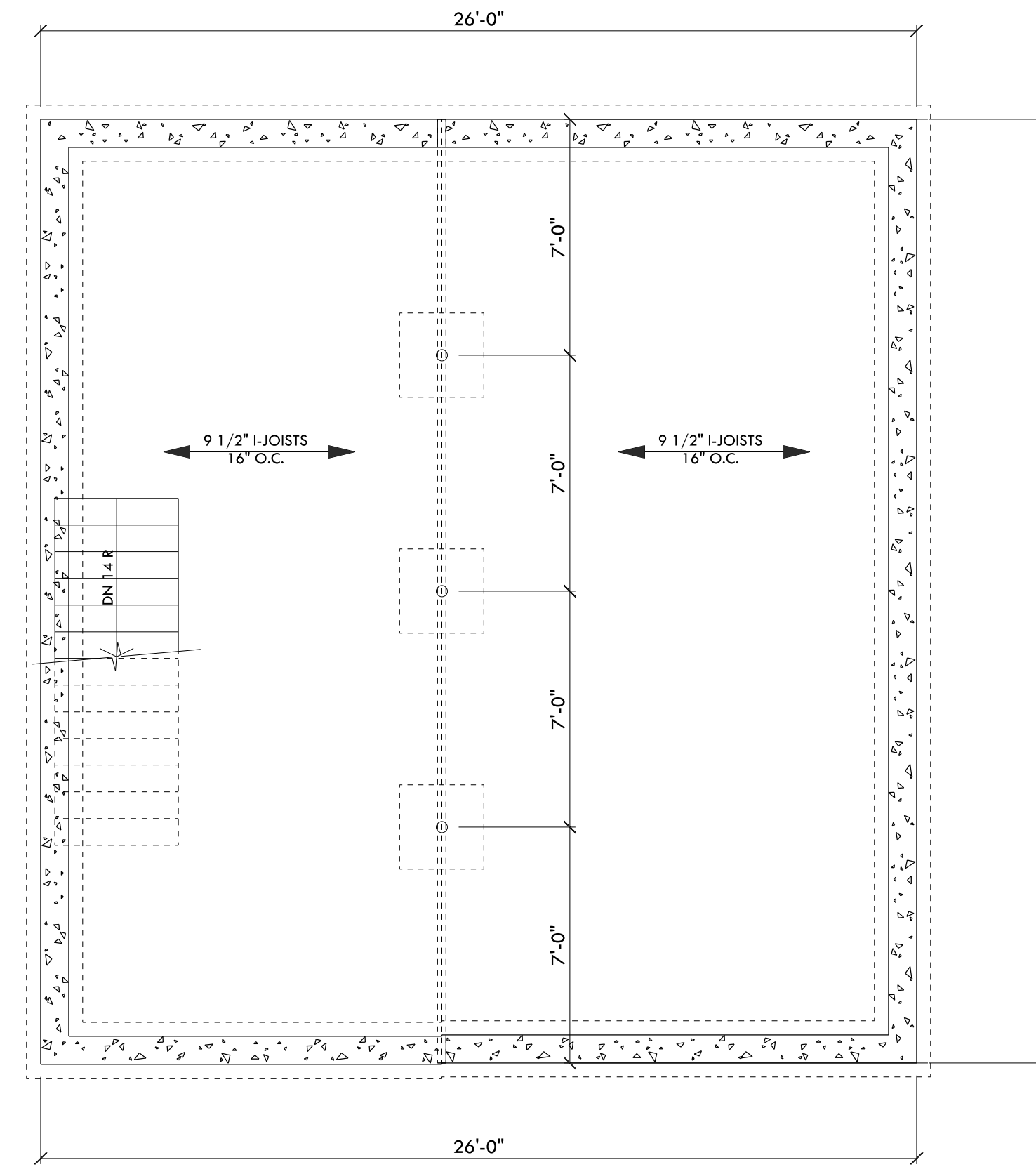
# BROADWAY SITE PLAN

LOT 1-765, 1-766, 1-767

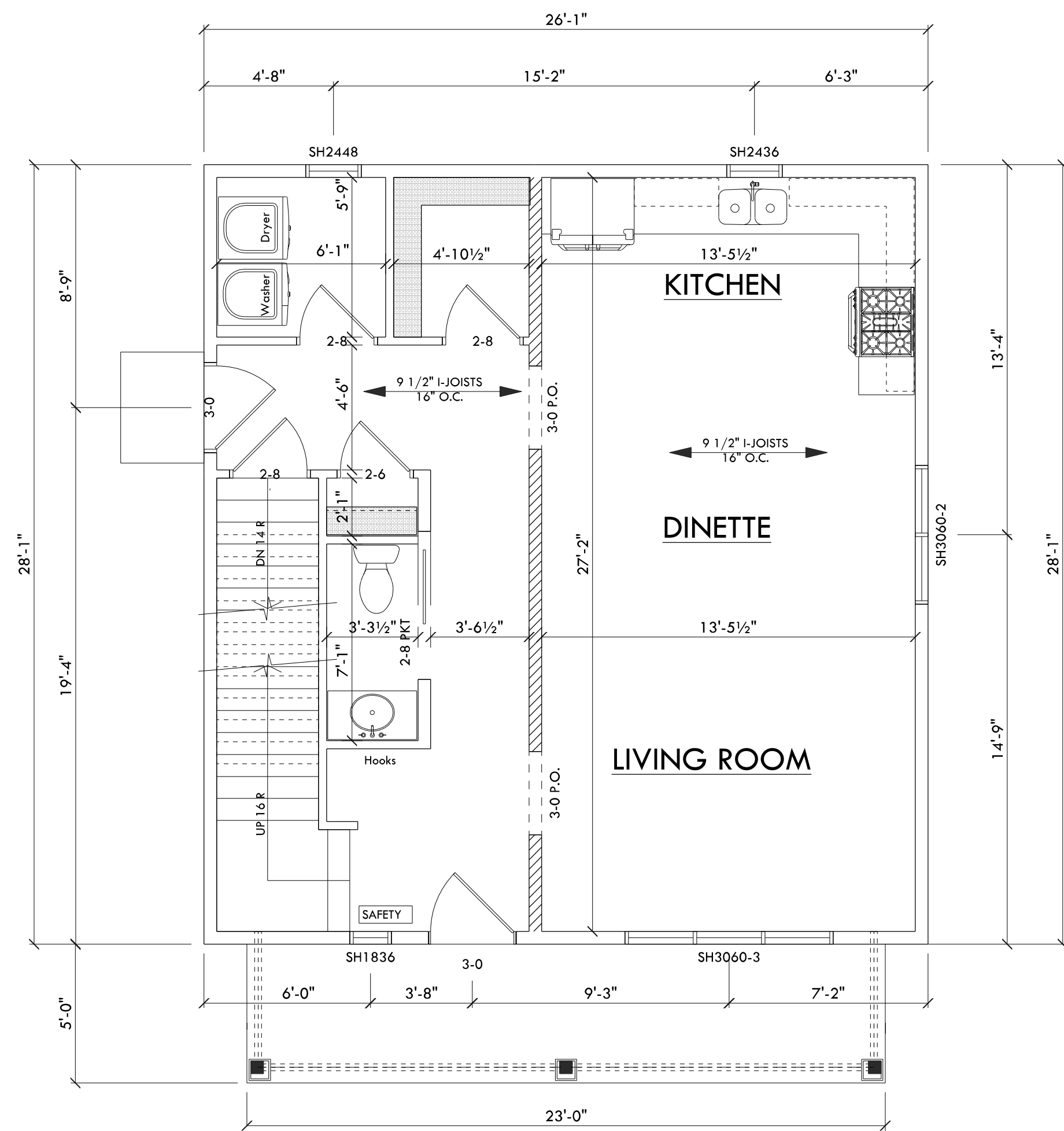
SHEET 1 / 1	PLAN # 26-06	PERSONAL BUILDER	DATE: 2/27/25	REVISIONS	
			DESIGNER KAILYN E.		
STATUS: BID PLAN					



**Front Elevation**  
SCALE 1/4"=1'-0"

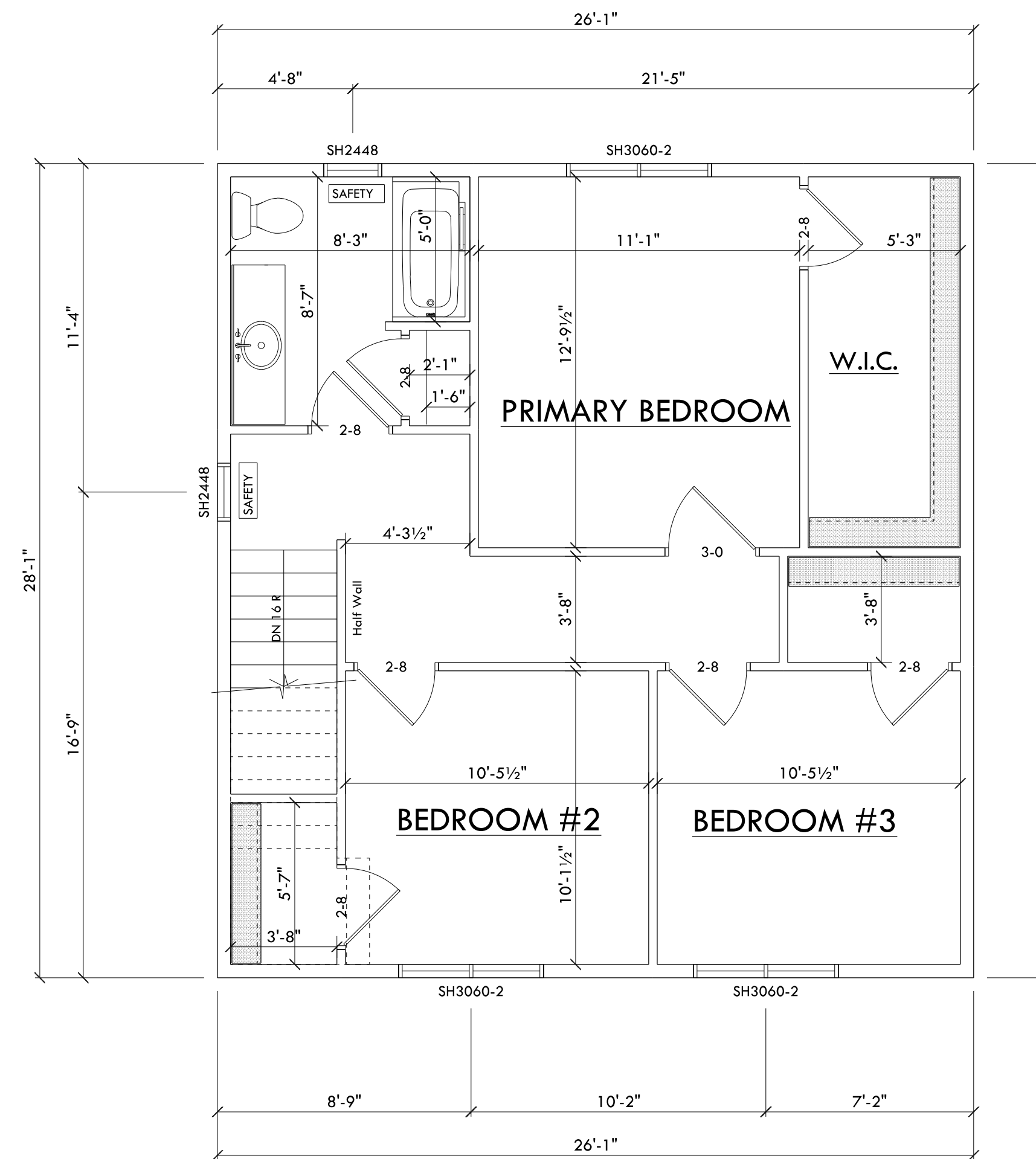


**Lower Level Plan**  
SCALE 1/4"=1'-0"



**First Floor Plan**  
SCALE 1/4"=1'-0"  
9'-1 1/8" CLG HT.

AREA SCHEDULE	
NAME	AREA
First floor	732.5 sq ft.
Second Floor	732.5 sq ft.



**Second Floor Plan**  
SCALE 1/4"=1'-0"  
8' 1 1/8" CLG HT.



ADDRESS:  
2665 S. BROADWAY  
PHOENIX, AZ 85044  
TEL: 904.666.4355  
RADUEHOMES.COM

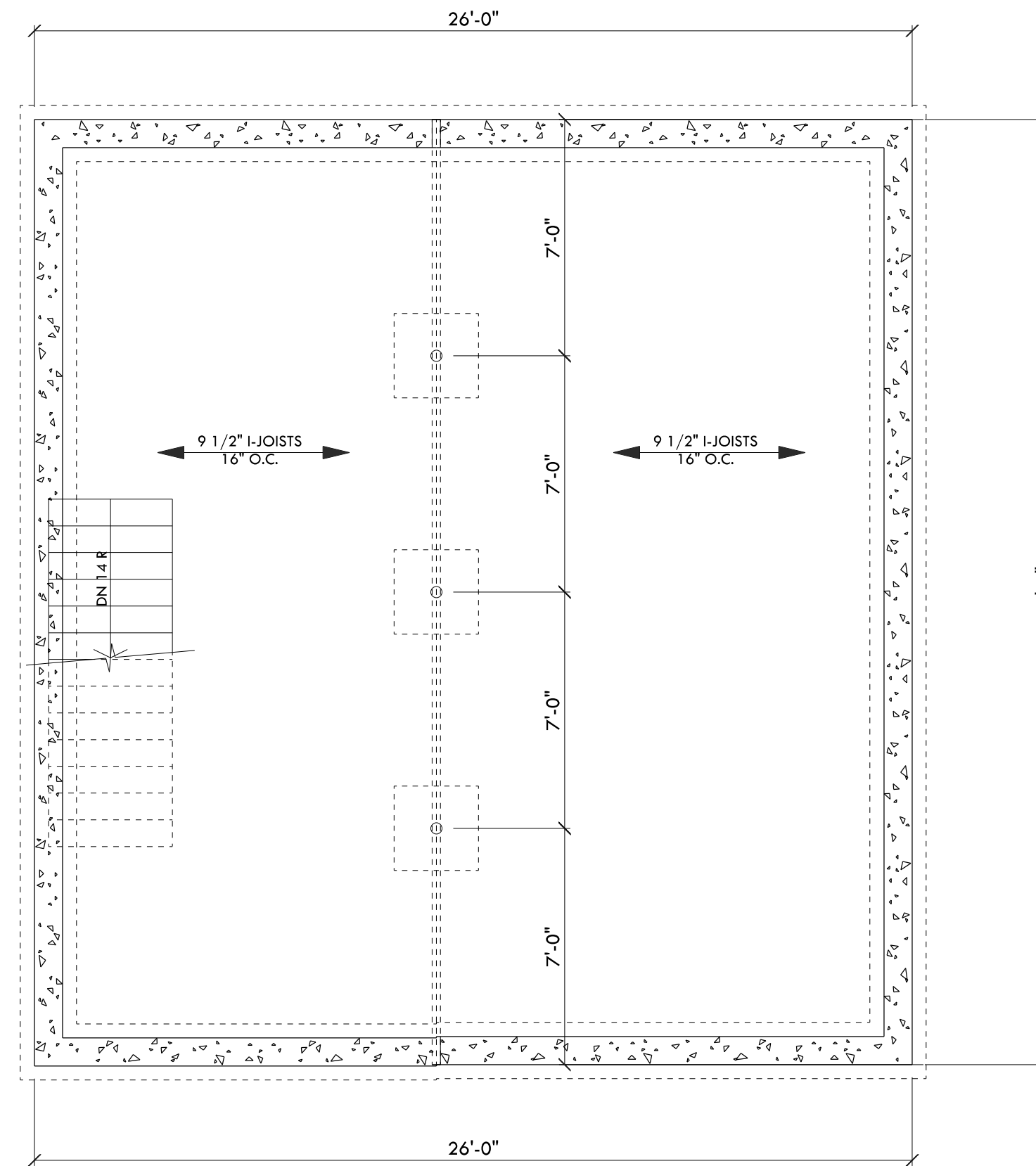
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**BROADWAY**  
OPTION A

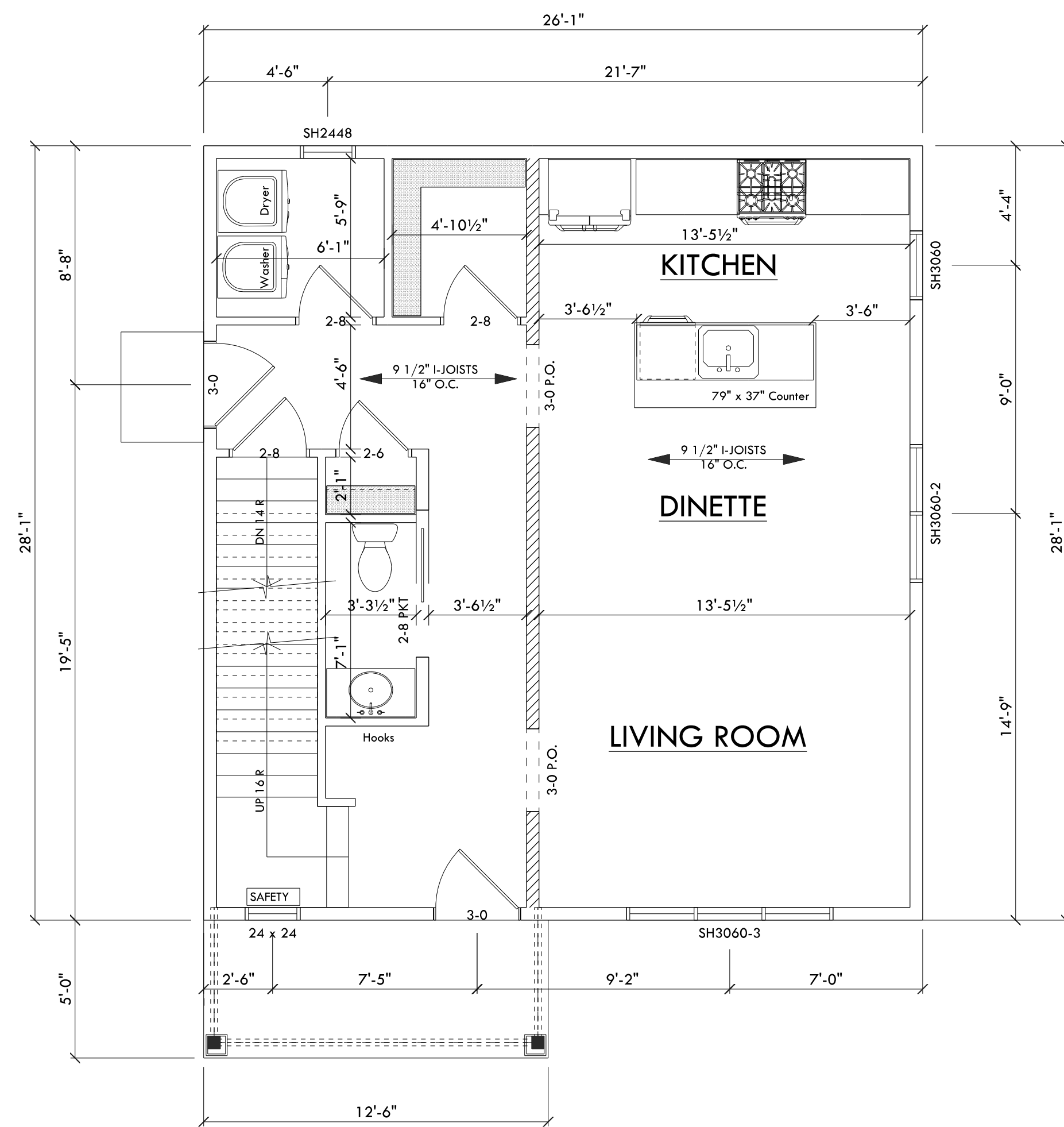
SHEET	PLAN #	PERSONAL BUILDER	DATE:	REVISIONS
			2/17/26	
1	26-06	STATUS:	DESIGNER	
			KAILYN E.	
3	Bid Plan			



**Elevation**  
SCALE 1/4"=1'-0"

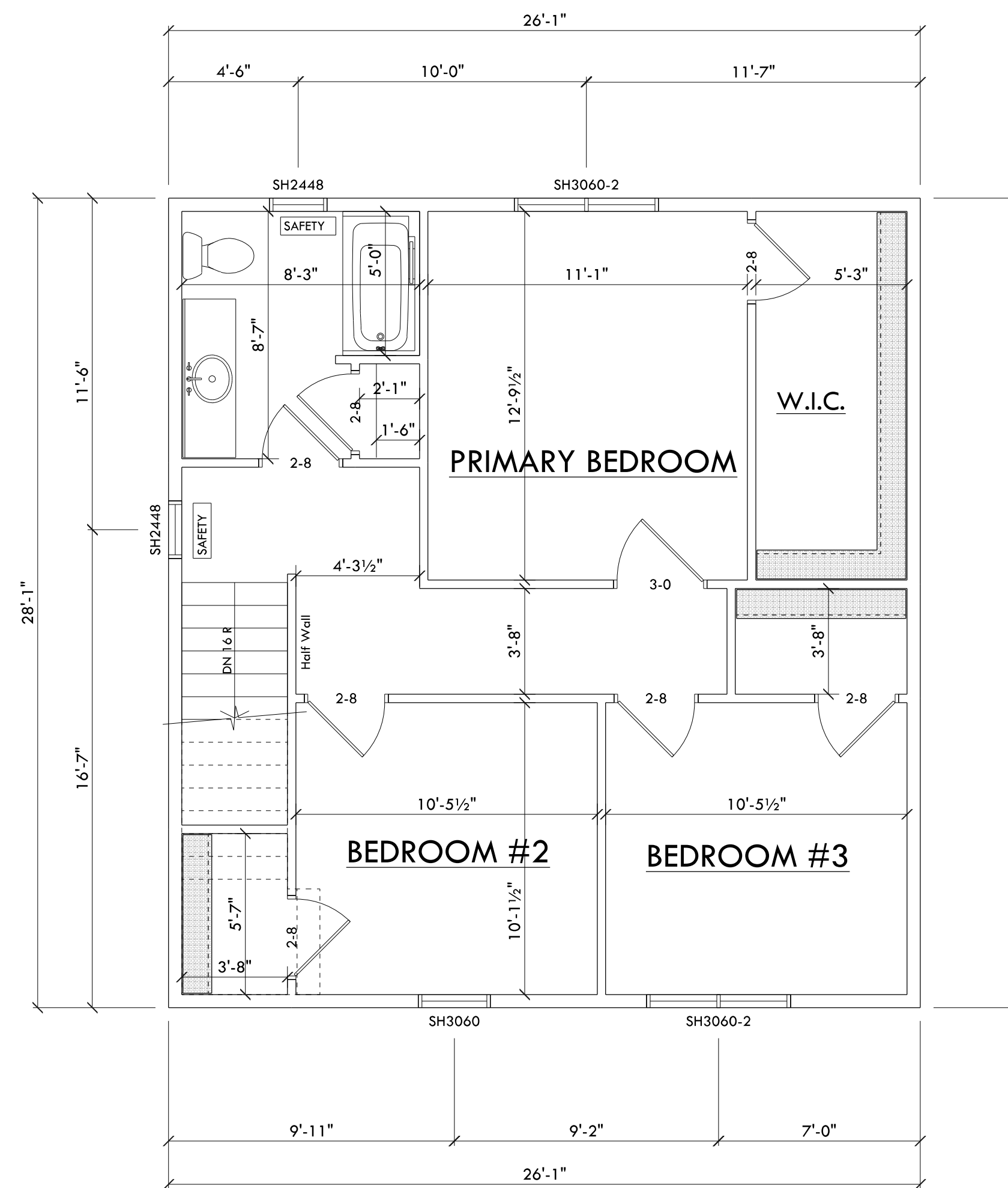


**Lower Level Plan**  
SCALE 1/4"=1'-0"



**First Floor Plan**  
SCALE 1/4"=1'-0"  
9'-1 1/8" CLG. HT.

AREA SCHEDULE	
NAME	AREA
First floor	732.5 sq ft.
Second Floor	732.5 sq ft.



**Second Floor Plan**  
SCALE 1/4"=1'-0"  
8'-1 1/8" CLG. HT.



ADDRESS:  
2665 S. BROADWAY  
PHOENIX, AZ 85044  
PA 908.666.4355  
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**BROADWAY**  
OPTION B

PERSONAL BUILDER	DATE:	DESIGNER	REVISIONS
26-06	2/17/26	KALYIN E.	
PLAN #		STATUS:	
		Bid Plan	
SHEET	2	3	





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

## MEETING DATE

April 14, 2026

## PREPARED BY

Will Peters

## AGENDA ITEM # F.7

Consideration with possible action to enter into a Development Agreement with Radue Homes, Inc. for lots 7-19 located on Grand Blvd of the JBS Redevelopment Site.

## BACKGROUND

On July 25, 2025, staff issued a Request for Proposals (RFP) for the single-family and townhome housing component of the JBS Redevelopment Site located at 0 Lime Kiln Road (Tax Parcels 23-243-1-2 and 23-243-1-3). The JBS Redevelopment Site is a mixed-use development which will complement the Imperial Pride Neighborhood, the East Side, and greater Green Bay. This project will incorporate three primary elements: housing development, a destination community park, and an urban farm. The RFP asked for housing options that meet current and future market demand and do not readily exist within the City (affordability, design, lot size, bedroom count, ownership, etc.). Staff received proposals from three qualified developers: Greater Green Bay Habitat for Humanity, NeighborWorks Green Bay, and Radue Homes, Inc.

Radue Homes, Inc. is proposing to build thirteen (13) single-family town homes. All are 3-bedroom, 2.5-bath homes with 2-stall garages on Lots 7-19 located on Grand Blvd. All thirteen lots will be sold at market rate with an estimated sale price between \$350,000.00 to \$400,000.00 each. The home designs meet the City's desired design requirements. Radue Homes, Inc. is not requesting any financial assistance from the City.

The Community and Economic Development Department has placed a priority on the creation of owner-occupied units at all price points. The Housing Market study from 2025 states, "There is a significant shortage at the upper end of the owner market, an under supply of 12,385 units for those at greater than 80% median income."

Staff recommends approval of the Development Agreement with Radue Homes, Inc. for Lots 7-19 located on Grand Blvd.

## RECOMMENDATION

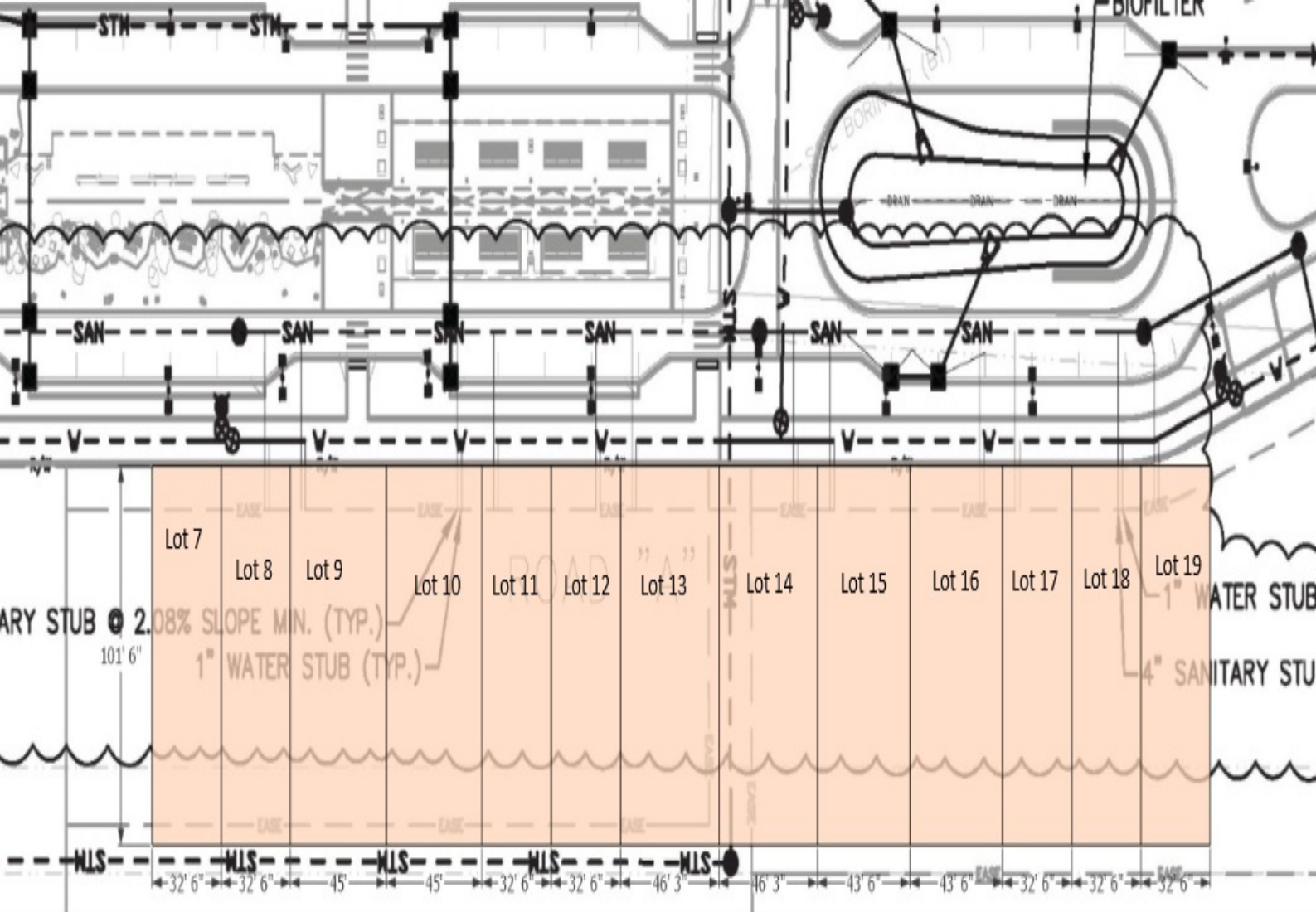
To approve the Development Agreement with Radue Homes, Inc. for Lots 7-19 located on Grand Blvd of the JBS Redevelopment Site.

## FISCAL IMPACT

## ATTACHMENTS

1. Lot Identification
2. Radue-Townhome Site Layout
3. 25-61 JBS Townhouse(32)\_Bid (3)
4. Development Agreement-Townhomes





Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

ARY STUB @ 2.08% SLOPE MIN. (TYP.)

101' 6"

1" WATER STUB (TYP.)

1" WATER STUB

4" SANITARY STUB

WLS

WLS

WLS

WLS

WLS

32' 6"

32' 6"

45'

45'

32' 6"

32' 6"

46' 3"

46' 3"

43' 6"

43' 6"

43' 6"

32' 6"

32' 6"

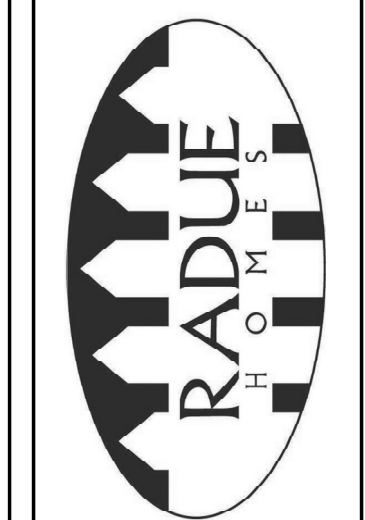
32' 6"

32' 6"

WISCONSIN CENTRAL LTD.

RAILROAD

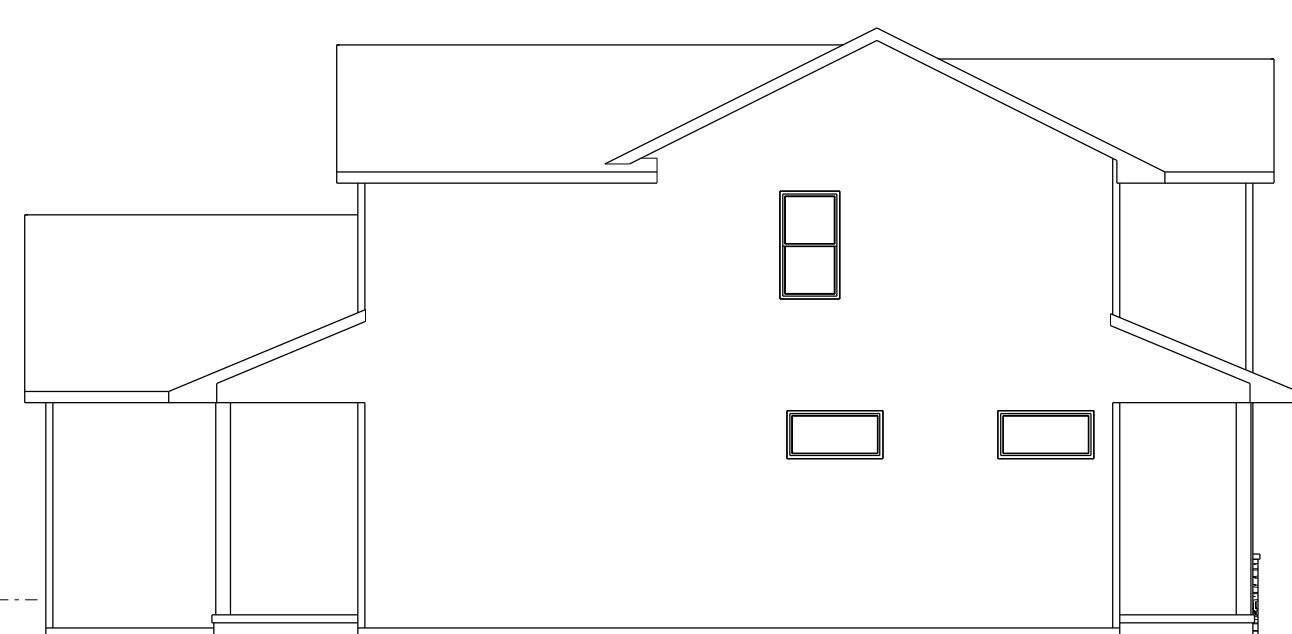




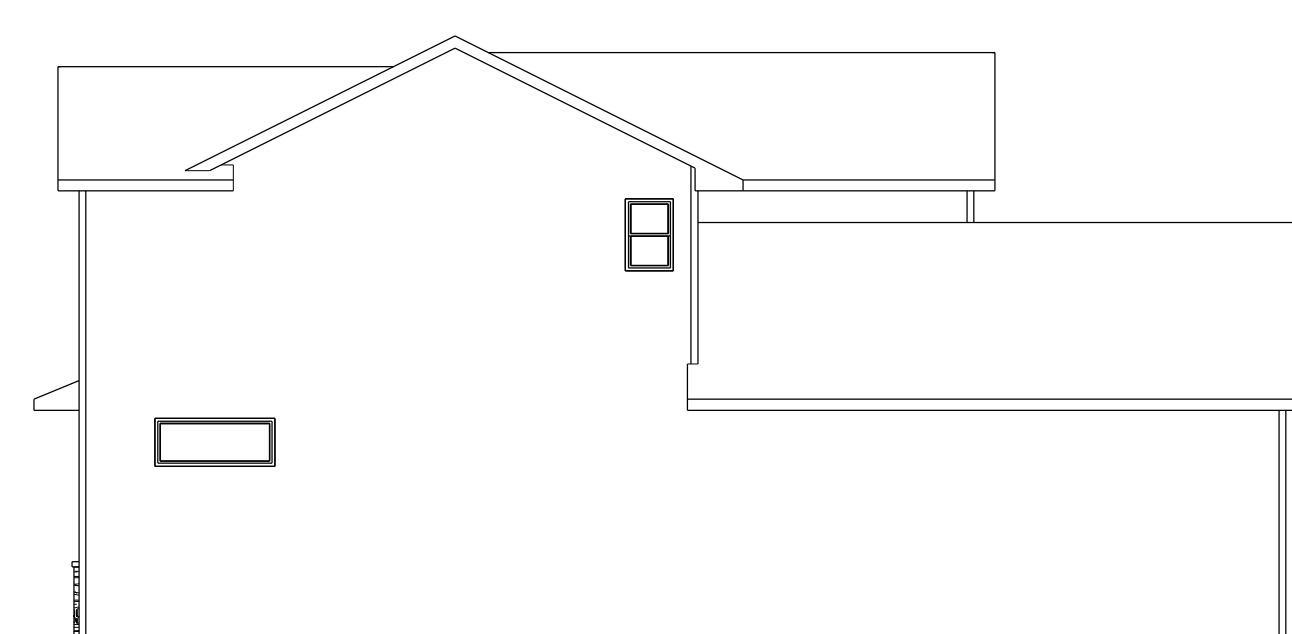
ADDRESS:  
 1000 BROADWAY  
 GREEN BAY, WI 54304  
 PH: 730.569.3335  
 WWW.RADUEHOMES.COM  
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**JBS DEVELOPMENT**  
 32'-0" WIDE UNITS

SHEET	1 / 4	PERSONAL BUILDER	DATE	REVISIONS	
				PLAN #	STATUS:
	25-61		12/9/2025	DESIGNER	
				DESIGNER	D. KORNOWSKI
				BID PLAN	



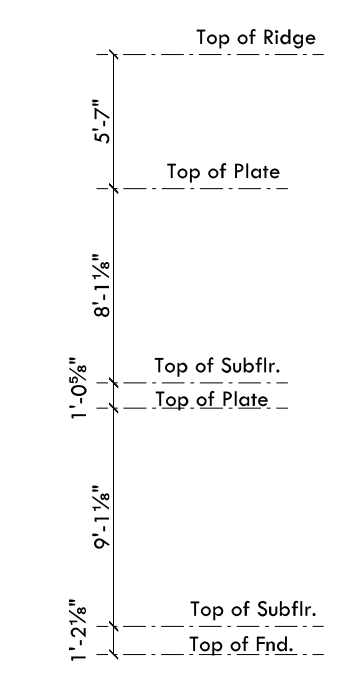
**LEFT ELEVATION**  
 SCALE: 1/8" = 1'-0"



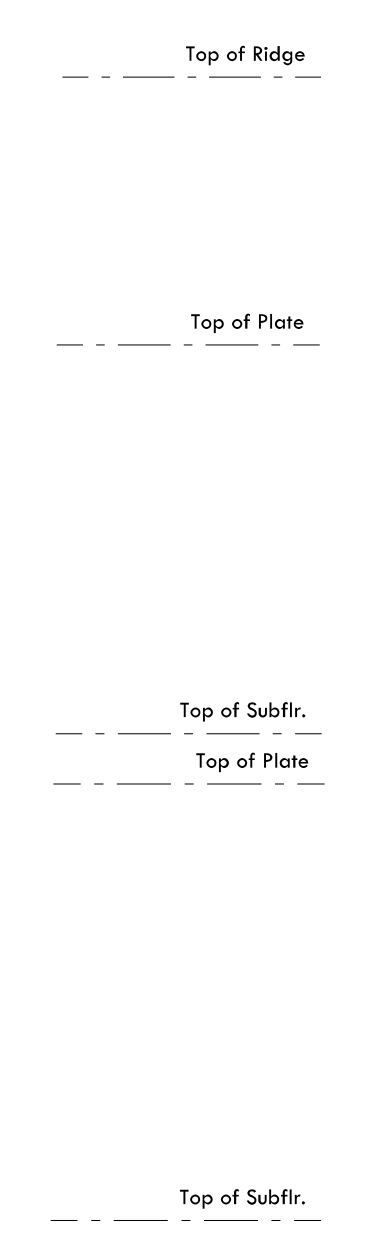
**RIGHT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**REAR ELEVATION**  
 SCALE: 1/8" = 1'-0"



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

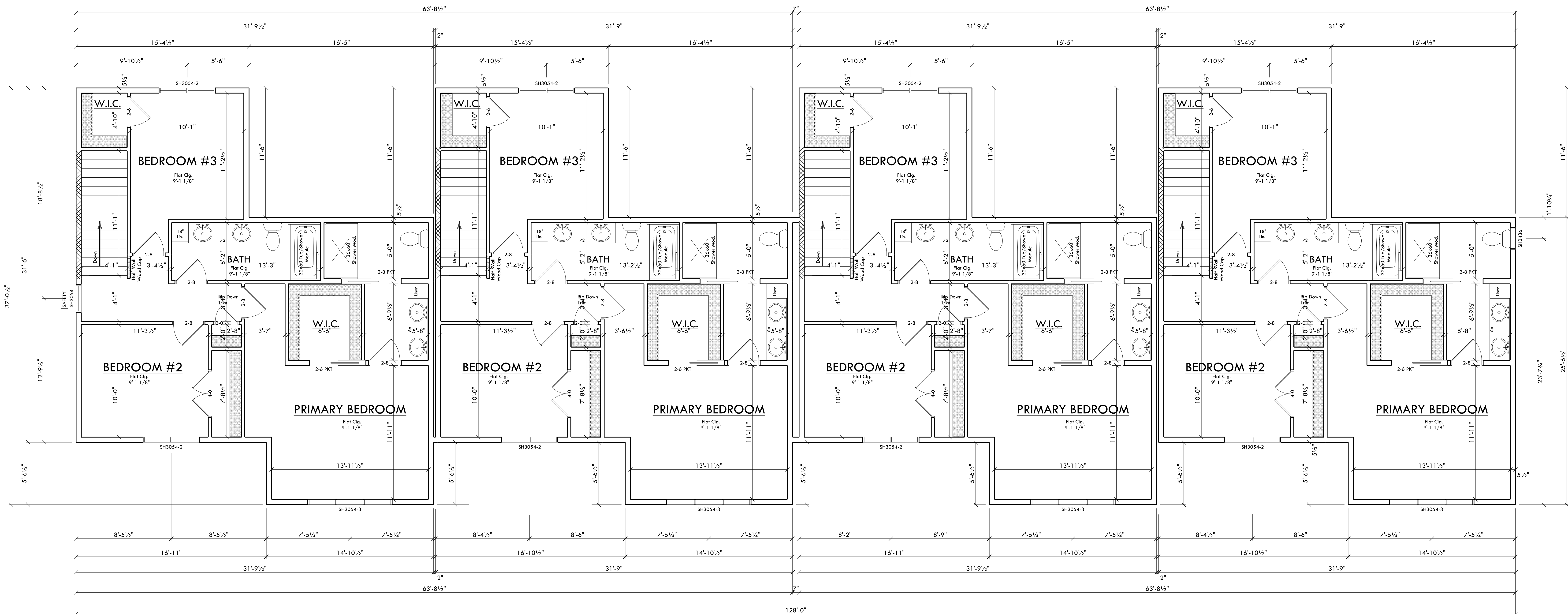






ADDRESS:  
2885 S. BROADWAY  
MADISON, WI 53704  
PH: 262.559.6355  
RADUE@RADUE.COM

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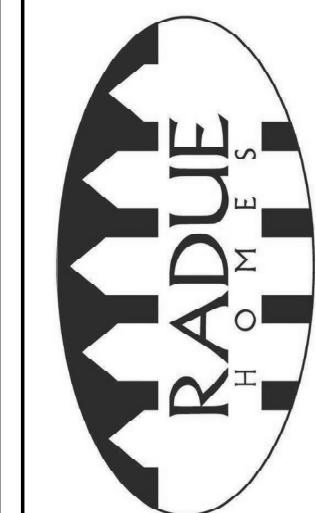


**SECOND FLOOR PLAN**  
SCALE 1/4"=1'-0"  
8'-1 1/8" CLG. HT.

EACH UNIT	
AREA SCHEDULE	
NAME	AREA
Finished Floor	895.1 sq ft.

**JBS DEVELOPMENT**  
**32'-0" WIDE UNITS**

SHEET	PLAN #	PERSONAL BUILDER	DATE	REVISIONS
3	25-61		12/12/2025	
4	BID PLAN		DESIGNER	
			D. KORNOWSKI	

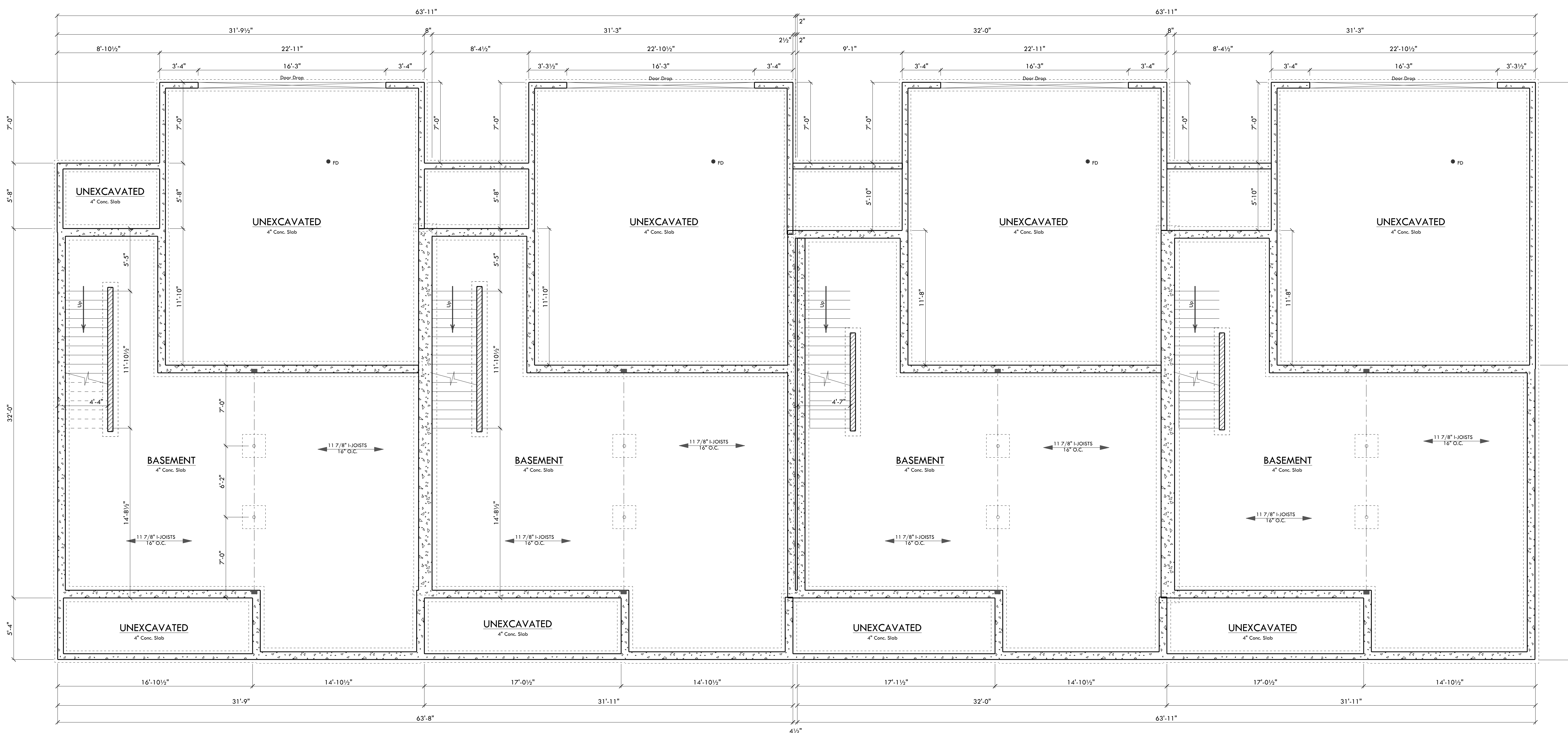


ADDRESS:  
2385 S. BROADWAY  
GREEN BAY, WI 53004  
RADUEHOMES.COM

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# JBS DEVELOPMENT

## 32'-0" WIDE UNITS



**FOUNDATION PLAN**  
SCALE 1/4"=1'-0"  
8'-0" FOUNDATION

**NOTE:**  
EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" TO ENSURE EXTERIOR WALL SHEATHING FLUSHES OUT WITH 1" RIGID FOUNDATION FOAM. ANY DEVIATION FROM PLAN SHOWN TO BE ADJUSTED ONSITE AND TO MAINTAIN CODE COMPLIANCY.

### FOUNDATION INFORMATION

- WALL SPECIFICATIONS**
- HOUSE WALLS: 8" x 8" POURED CONCRETE WALLS
  - GARAGE/POREX WALLS: 6" x 4" (20MM) POURED CONCRETE WALLS
- SLAB INFORMATION:**
- HOUSE: 4" REINFORCED SLAB
  - GARAGE: 4" REINFORCED SLAB
- HEADER SPECIFICATIONS:**
- STANDARD HEADER TO BE 2-2x8 SFF
  - DOUBLE TRUSS/STUDS W/ OPENINGS 6'-0" AND LARGER
  - HEADERS ARE NOT DESIGNED TO CARRY BRICK, OR CONCRETE (HEADER / UNITS SIZES PER MASON / FOUND. CONTRACTOR)
- STAIR INFORMATION:**
- BASEMENT TO FIRST FLR.  
- 14 RISERS@ 9" (6"), 13 TREADS@ 11" (27")
- WINDOW INFORMATION:**
- WFR TO BE DETERMINED. SHOWN AS INCHES
- GENERAL NOTES:**
- PLAN IS DRAWN FOR 3 1/4" CASING
  - STEEL COLUMNS TO SUPPORT 12,000 LBS UNLESS NOTED
  - ASSUMED SOIL BEARING CAPACITY IS 3,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
  - FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER SFS TABLE 321.1 & BASED ON THE HEIGHT OF UNBALANCED FILL.
  - FRAMER TO REFERENCE FLOOR / ROOF LAYOUT FOR FINAL GIRDER TRUSS LOCATIONS, FLUSH HEADER ADJUSTMENTS & BEARING REQUIREMENTS. FRAMER IS RESPONSIBLE TO TRANSFER ALL POINT LOADS THROUGH THE WALL & FLOOR SYSTEM W/ SOLID BLOCKING DOWN TO FOUNDATION WALLS
  - FRAMER TO REFERENCE WALL BRACING PLAN FOR HEADER ADJUSTMENTS DUE TO EXTENDED HEADER REQUIREMENTS

REVISIONS	DATE	PERSONAL BUILDER	STATUS
	12/9/2025		BID PLAN

DESIGNER	D. KORNOWSKI
PLAN #	25-61
SHEET	4

DEVELOPMENT AGREEMENT BETWEEN  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”)  
AND RADUE HOMES INC (“DEVELOPER”)  
FOR  
LOTS 7-19 GRAND BLVD TOWNHOMES  
Part of Parcel # 21-243-1-3

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called “RDA”), and Radue Homes Inc. (hereinafter called “DEVELOPER”) on April 14, 2026.

WHEREAS, Grand Blvd. Townhomes of JBS Neighborhood Flagship Development., legally described in Exhibit “A” (hereinafter called the “RDA Site”), was acquired by the RDA for the purpose of inducing private enterprise to construct single-family homes, adding to the tax base of the City of Green Bay; and

WHEREAS DEVELOPER desires to complete the construction of 13 single-family, owner-occupied townhomes located on the RDA Site and assume the responsibilities outlined in this development agreement.

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the RDA and DEVELOPER as follows:

I. PROJECT SCOPE. The Project includes construction of thirteen (13) single-family, 3-bedroom, 2 full bath townhomes with 2-car attached garages on the RDA Site as proposed in the attached proposal marked Exhibit “B” (hereinafter the “Project”).

II. PROPERTY TRANSFER. The RDA shall transfer the parcels to the DEVELOPER upon the receipt of \$13,500 each for Lots 7, 8, 11, 12, 17, 18 and 19, \$18,690 each for Lots 9, and 10, along with \$19,200 for Lots 14, 15 and 16 + \$30 recording fee per parcel transferred. DEVELOPER shall purchase lots required for at least one townhome building complex no later than 30 days after completed Certified Survey Map is recorded, and purchase all lots no later than February 1, 2027 Lots shall be purchased prior to the issuance of a building permit to Developer for each respective lot.

III. DEVELOPER OBLIGATIONS.

- A. DEVELOPER is responsible for obtaining all necessary permits and shall construct the structure in conformance with all state and local building codes, rules and regulations.
- B. The Project shall be designed in such a manner that it is similar to the predominant housing style in the neighborhood and shall conform to the proposal as submitted in conjunction with this Agreement.
- C. During project implementation, DEVELOPER shall advise RDA staff as to the progress of the construction and allow staff on site to review the progress of the Project.
- D. DEVELOPER shall construct a sewer and water lateral for service of Lot 7. These services shall be constructed prior to completion of the right of way in front of Lot 7. The cost of construction shall be deducted from the cost to purchase the townhome lot.

IV. PROJECT COMMENCEMENT. DEVELOPER shall commence construction of the Project within 60 days after completed Certified Survey is recorded. (hereinafter "Commencement Date").

V. PROJECT COMPLETION. DEVELOPER agrees to complete the construction of the Project in accordance with RDA and CITY approved plans no later than 12/31/2027 (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of an Occupancy Permit by the City of Green Bay. In the event DEVELOPER fails to complete construction by the Completion Date, the DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

The DEVELOPER will work in earnest to transfer the completed Project through sale and Warranty Deed to an owner occupant within 12 months of Completion Date. In the event DEVELOPER fails to sell and warrant the completed Project within the allotted time, the DEVELOPER and RDA shall come to an agreement with revised timeline for sale and transfer of Project.

VI. TERMINATION AND REMEDIES.

A. It is the intent of the Project to generate tax base, eliminate blight within neighborhoods, encourage home ownership and enhance the neighborhood. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the DEVELOPER fails to complete the construction of the Project by the Completion Date, the RDA may at its sole discretion take one, a combination, or all of the following actions as liquidated damages:

1. The RDA may charge liquidated damages in the amount of \$100 per day for each day beyond the completion date until such time that certificate of occupancy is granted.
2. The DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

B. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may

institute proceedings as may be necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

- C. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the RDA. Accordingly, the RDA may, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA may seek damages as authorized.

## VII. MISCELLANEOUS PROVISIONS.

- A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default shall 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.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be fully valid and enforceable by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

- E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay RDA \$10,000 as damages for their action.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to purchase the premises as is and where is.
- J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Ryan Radue  
Radue Homes Inc  
2585 S Broadway  
Green Bay, WI 54304

TO RDA: Cheryl Renier-Wigg, Secretary  
Redevelopment Authority of the City of Green Bay  
100 North Jefferson Street, Room 608  
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- L. **NONMERGER AND SURVIVAL.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

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

\_\_\_\_\_  
Gary J. Delveaux, Chairman

\_\_\_\_\_  
Cheryl Renier-Wigg, Secretary

**ACKNOWLEDGMENT**

**State of Wisconsin**

Brown County. Personally, came before me this  
\_\_\_\_ day of \_\_\_\_\_, the above named  
Gary J. Delveaux, Chairman;  
Cheryl Renier-Wigg, Secretary  
Redevelopment Authority of the City of Green Bay

to me known to be the person \_\_\_\_ who executed the foregoing  
instrument and acknowledge the same.

Notary Public Brown County, Wis.  
My commission is permanent. (If not, state expiration date:  
\_\_\_\_\_, 20 \_\_\_\_ .)

**Developer: Radue Homes Inc**

\_\_\_\_\_  
Ryan Radue

**ACKNOWLEDGMENT**

**State of Wisconsin**

Brown County. Personally came before me this  
\_\_\_\_ day of \_\_\_\_\_, the above named  
Ryan Radue  
Radue Homes Inc

to me known to be the person \_\_\_\_ who executed the foregoing  
instrument and acknowledge the same.

Notary Public Brown County, Wis.  
My commission is permanent. (If not, state expiration date:  
\_\_\_\_\_, 20 \_\_\_\_ .)

**THIS INSTRUMENT WAS DRAFTED BY**  
Ronda Bitney  
Redevelopment Authority of the City of Green Bay

EXHIBIT A  
Legal Description Lot Proposal of the RDA Site

Parcel Number: Part of 23-243-1-3

Legal Description: TBD

EXHIBIT B  
See attached proposal for Lots 7-19  
GRAND BLVD.



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

**MEETING DATE**

April 14, 2026

**PREPARED BY**

Will Peters

**AGENDA ITEM # F.8**

Consideration with possible action to amend the Development Agreement between the Redevelopment Authority of The City of Green Bay and Radue Homes, Inc. for Lots 8-11 Vernon Taylor Drive and Paj Way.

**BACKGROUND**

On July 25, 2025, staff issued a Request for Proposals (RFP) for the single-family and townhome housing component of the JBS Redevelopment Site located at 0 Lime Kiln Road (Tax Parcels 23-243-1-1 and 23-243-1-2). The JBS Redevelopment Site is a mixed-use development which will complement the Imperial Pride neighborhood, the East Side, and greater Green Bay. This project will incorporate three primary elements: Housing development, a destination community park, and urban farm. The RFP asked for housing options that meet current and future market demand and do not readily exist within the City (affordability, design, lot size, bedroom count, ownership, etc.). Staff received proposals from three qualified developers: Greater Green Bay Habitat for Humanity, NeighborWorks Green Bay, and Radue Homes, Inc.

On February 10, 2026 the RDA approved a Development Agreement with Radue Homes, Inc. to build four(4) single-family, 3 bedroom, 2 full bath homes with 2-car garages on Lots 8-11 located on Vernon Taylor Drive and Paj Way. Radue Homes, Inc. is now proposing to build three (3) additional homes on the lot directly South of Lot 11 located on Parcel # B-243-4 of Paj Way. All three lots will be modeled after the homes being built on Lots 8-11 and sold at market-rate with an estimated sale price between \$400,000.00—\$500,000.00 each. The home designs meet the City's desired design requirements. Radue Homes, Inc. is not requesting any financial assistance from the City. Staff is recommending an amendment to the original development agreement for Lots 8-11 to include Lots 12-14. Staff recommends approval of the Amendment to the Development Agreement with Radue Homes, Inc. to include Lots 12-14 of Paj Way.

**RECOMMENDATION**

To approve the Amendment of the Development Agreement between the Redevelopment Authority of The City of Green Bay and Radue Homes, Inc. for Lots 8-11 Vernon Taylor Drive and Paj Way to include Lots 12-14 of Paj Way.

**FISCAL IMPACT**

Radue Homes will purchase all three lots for the following prices:

Lot 12:  
\$38,900

Lot 13:  
\$29,200

Lot 14:

\$26,600

## ATTACHMENTS

1. First Amendment to Radue SF DA
2. Parcel B-243-4
3. JBS Bellevue Lots 12-14
4. Radue\_Ex A JBS\_Single Family\_1.5 Story
5. Radue\_Ex A JBS Single Family\_2 Story
6. JBS SF DA-Radue- Redlined Copy

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE  
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”) AND RADUE  
HOMES INC (“DEVELOPER”) FOR LOTS 8-11 VERNON TAYLOR DRIVE AND PAJ WAY  
PART OF PARCEL 23-243-1**

This Development Agreement is made this \_\_\_\_\_ day of April , 2026,  
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),  
and RADUE HOMES INC (“Developer”).

**RECITALS**

**WHEREAS**, Lots 8-11 of JBS Neighborhood Flagship Development., legally described in Exhibit “A” (hereinafter called the “RDA Site”), was acquired by the RDA for the purpose of inducing private enterprise to construct single-family homes, adding to the tax base of the City of Green Bay; and

**WHEREAS**, the Parties entered into a Development Agreement dated February 10, 2026, relating to the Project Site; and

**WHEREAS**, subsequent to the Development Agreement, the Parties requested additional changes to the project scope to be considered for approval by the Redevelopment Authority,

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

- I. Amendments. The Development Agreement is hereby amended as follows:
  - a. “RDA Site” amended to be defined as “Lots 8-14 of JBS Neighborhood Flagship Development, legally described in Exhibit “A” (hereinafter called the “RDA Site”), was acquired by the RDA for the purpose of inducing private enterprise to construct single-family homes, adding to the tax base of the City of Green Bay; and)
  - b. Exhibit A) as referenced and attached, is replaced with new Exhibit A, attached herein.
  - c. I. PROJECT SCOPE) amended to “The Project includes construction of seven (7) single-family, 3-bedroom, 2 full bath homes with 2-car attached garages on the RDA Site as proposed in the attached proposal marked Exhibit “B” (hereinafter the “Project”).
  - d. Exhibit B) as referenced and attached, is replaced with new Exhibit B, attached herein.

- e. II. PROPERTY TRANSFER) amended to “The RDA shall transfer the parcels to the DEVELOPER upon the receipt of \$48,300 for Lot 8, \$46,200 for Lot 9, \$21,800 for Lots 10-11, \$38,900 for Lot 12, \$29,200 for Lot 13, \$26,600 for Lot 14 + \$30 recording fee per parcel transferred no later than 30 days after completed Certified Survey Map is recorded.”
  
- f. III.A under DEVELOPER OBLIGATIONS) amended to “DEVELOPER is responsible for obtaining all necessary permits and shall construct the structure in conformance with all state and local building codes, rules and regulations. Permits may be submitted but will not be issued until property has been transferred to the developer.”

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

[Signature pages follow]



**Signature page 2 of 2**

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

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

By: \_\_\_\_\_  
Gary J. Delveaux, Chair

Attest: \_\_\_\_\_  
Cheryl Renier-Wigg, Executive Director

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF BROWN     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the above named Gary J. Delveaux and Cheryl Renier-Wigg, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

EXHIBIT A  
Legal Description of the RDA Site

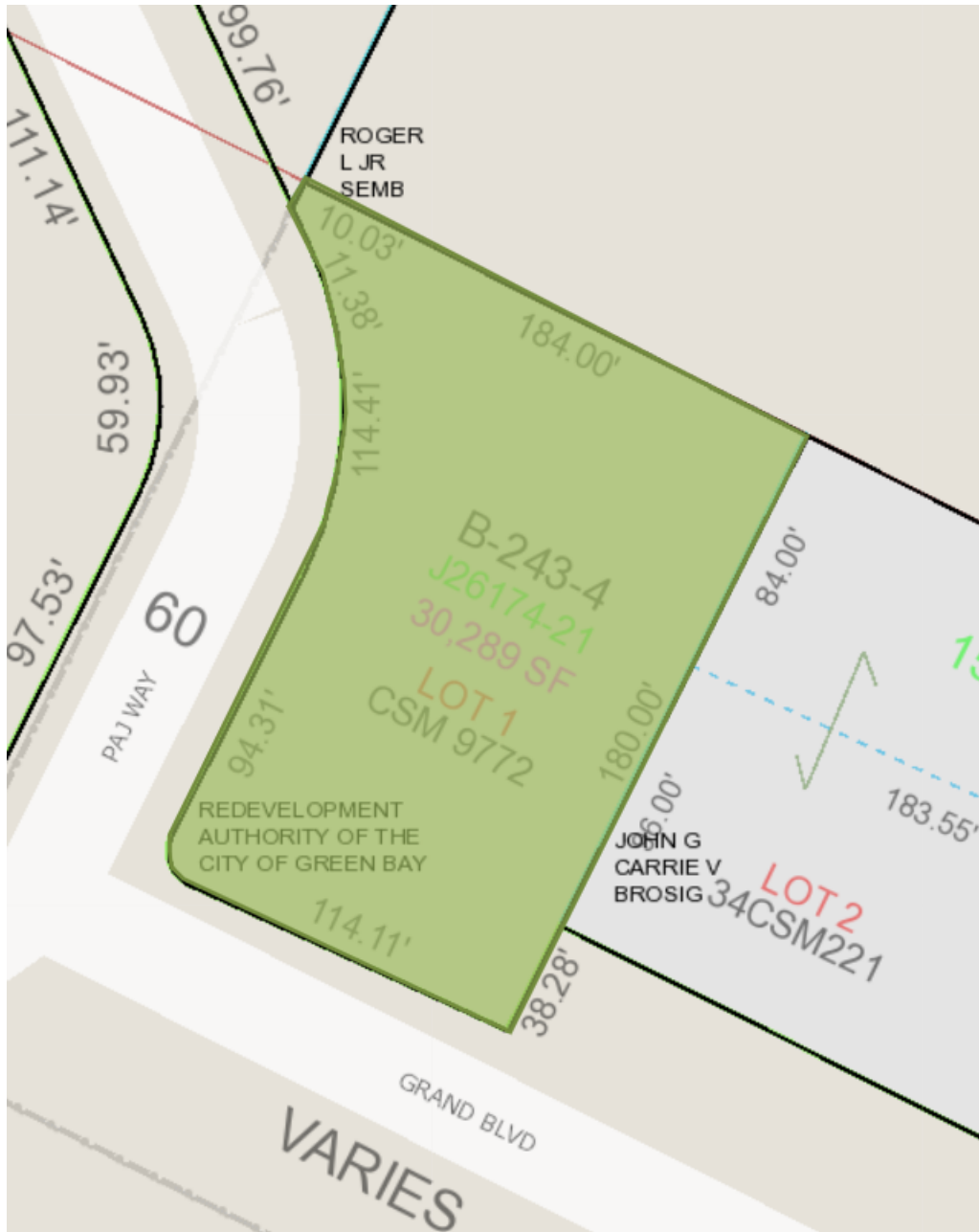
Parcel Number: Part of 23-243-1-1 AND B-243-4

Legal Description: TBD

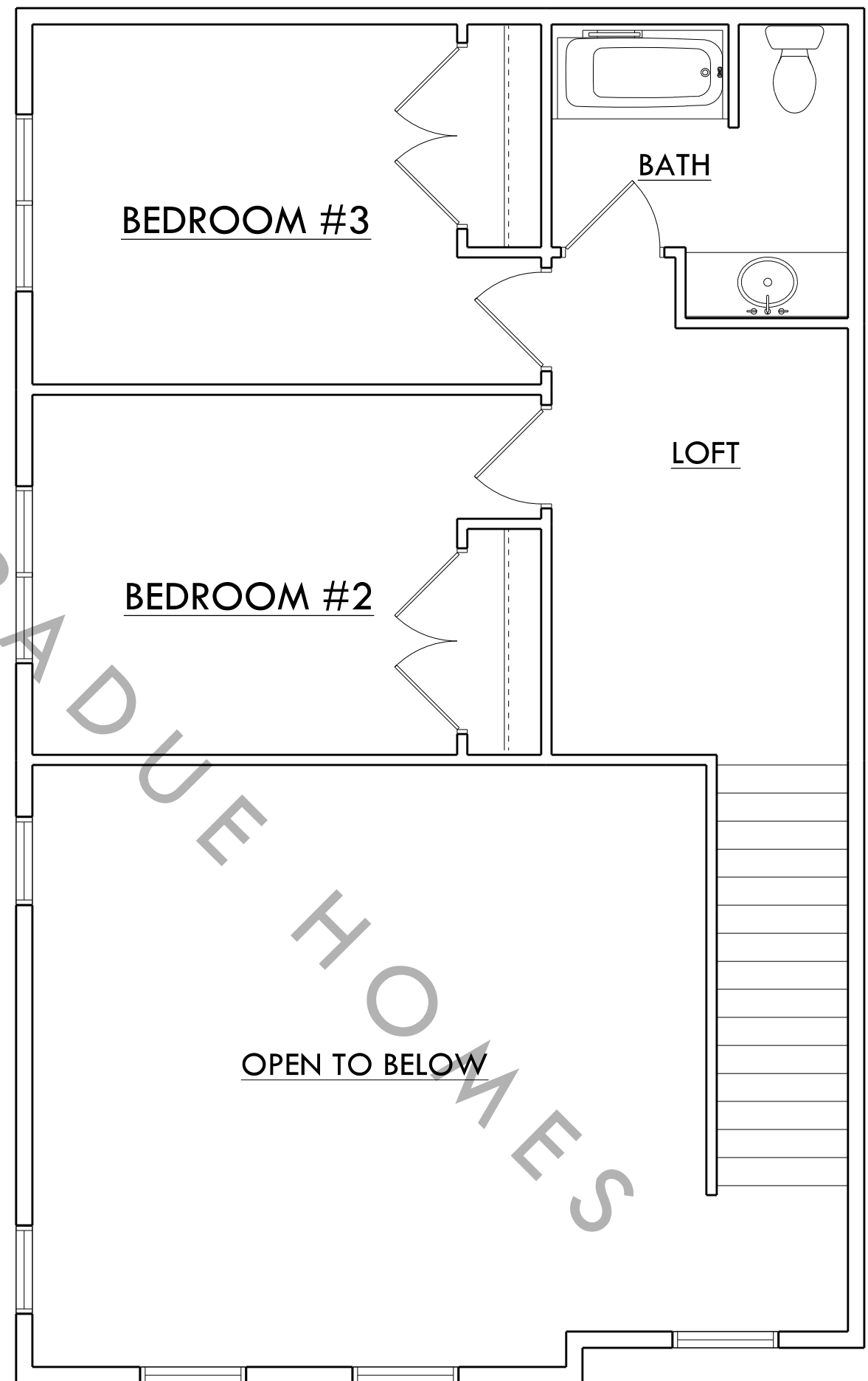
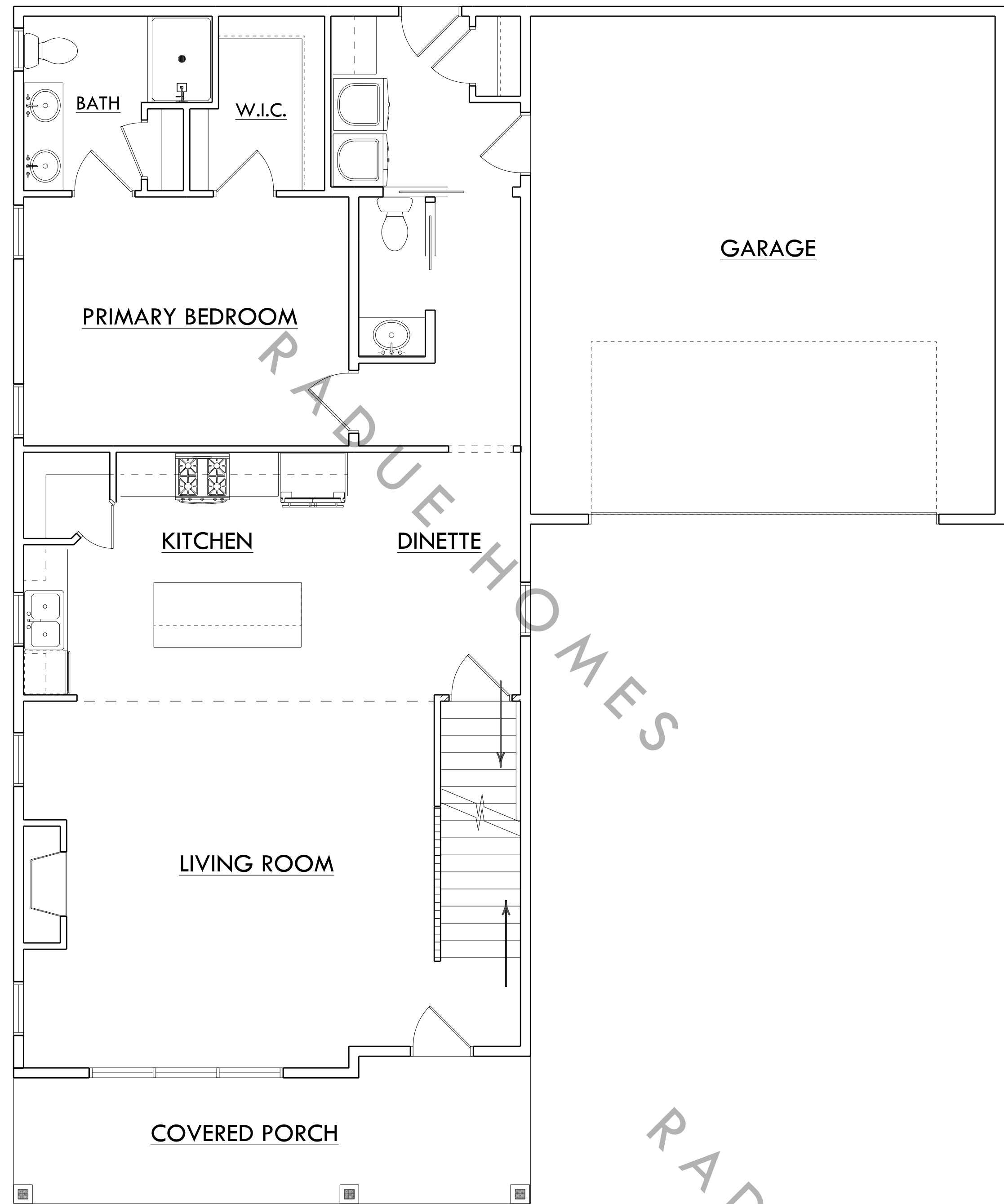
**EXHIBIT B**

See attached proposal for Lots 8-14  
Vernon Taylor Drive and Paj Way.

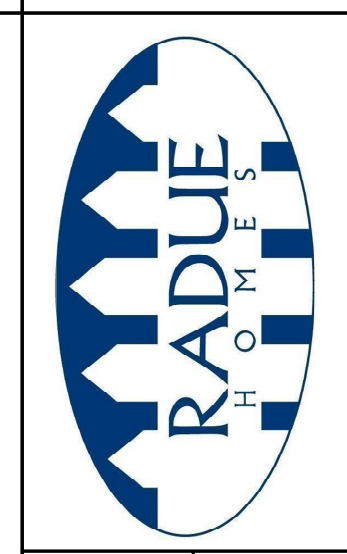
Parcel # B-243-4







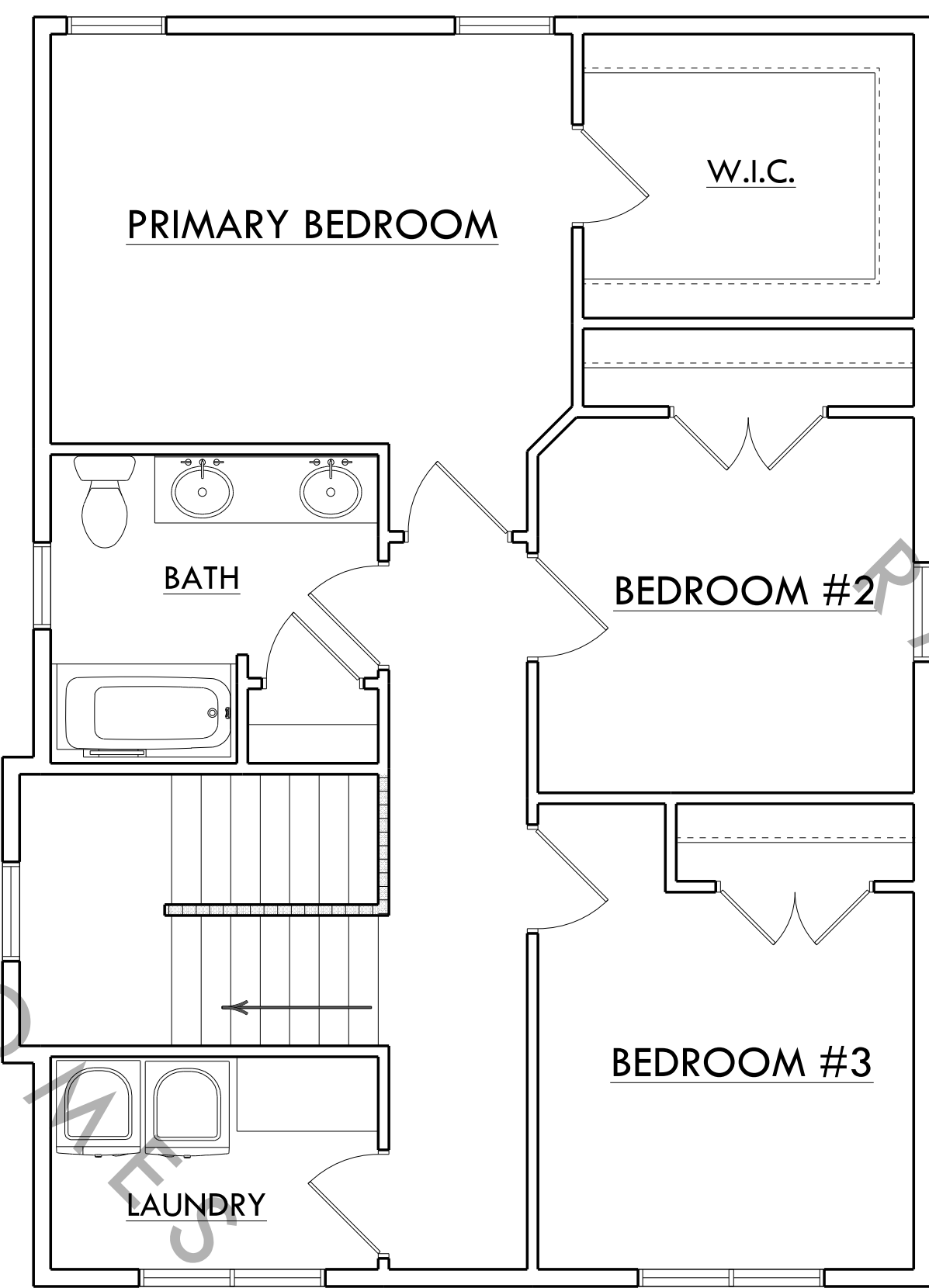
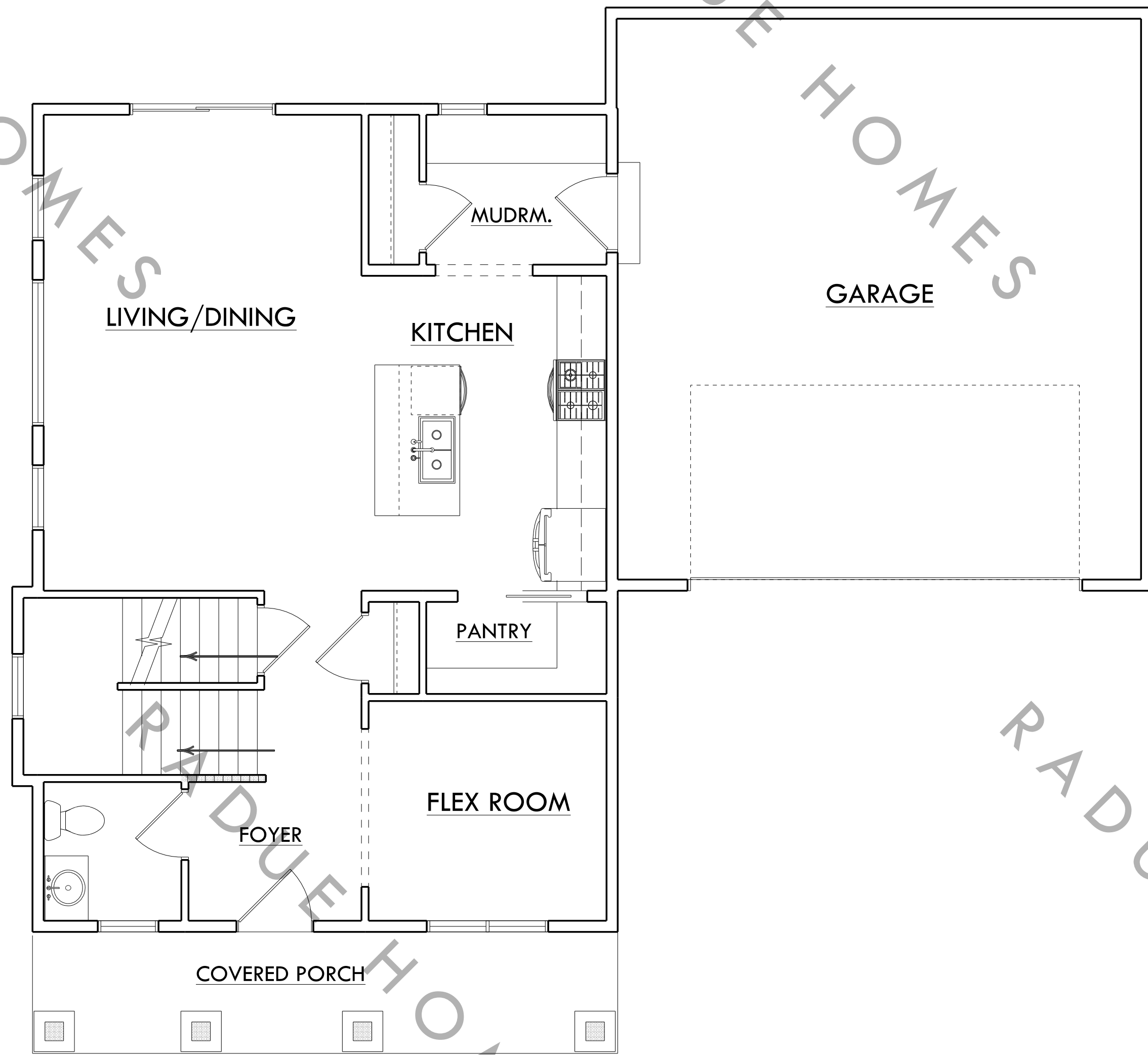
**FLOOR PLANS**  
 9 FT (1ST)/ 8 FT (2ND)  
**UNIT TOTAL**  
 1750 SQ. FT. (HOUSE)



ADDRESS:  
 2885 S. BROADWAY  
 GREEN BAY, WI 54304  
 PH: 920.669.6355  
 RADUEHOMES.COM  
 THESE PLANS ARE PROPERTY  
 OF RADUE HOMES. ANY  
 REPRODUCTIONS WITHOUT  
 WRITTEN PERMISSION ARE  
 STRICTLY PROHIBITED.

**JBS REDEVELOPMENT SITE**  
**1.5 STORY LAYOUT**

SHEET	1	PROJECT #	25-43	DATE:	9/24/25	REVISIONS	
	1		25-42				
STATUS:		PERSONAL BUILDER		PROPOSAL			



**FLOOR PLANS**  
 9 FT (1ST)/ 8 FT (2ND)  
 UNIT TOTAL  
 1656 (HOUSE)



ADDRESS:  
 2888 S. BROADWAY  
 PHOENIX, AZ 85041  
 RADUEHOMES.COM  
 THESE PLANS ARE PROPERTY  
 OF RADUE HOMES. NO  
 REPRODUCTION WITHOUT  
 WRITTEN CONSENT IS  
 STRICTLY PROHIBITED

**JBS REDEVELOPMENT SITE**  
**2 STORY LAYOUT**

SHEET 1 / 1	PLAN # 25-44 25-42	PROJECT #	DATE: 9/24/25	REVISIONS
	STATUS: PROPOSAL	PERSONAL BUILDER		

DEVELOPMENT AGREEMENT BETWEEN  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”)  
AND RADUE HOMES INC (“DEVELOPER”)  
FOR  
LOTS 8-11 VERNON TAYLOR DRIVE AND PAJ WAY  
Part of Parcel 23-243-1

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called “RDA”), and Radue Homes Inc. (hereinafter called “DEVELOPER”) on February 10, 2026.

WHEREAS, Lots 8-14 of JBS Neighborhood Flagship Development., legally described in Exhibit “A” (hereinafter called the “RDA Site”), was acquired by the RDA for the purpose of inducing private enterprise to construct single-family homes, adding to the tax base of the City of Green Bay; and

WHEREAS DEVELOPER desires to complete the construction of four (4) single-family, owner-occupied homes located on the RDA Site and assume the responsibilities outlined in this development agreement.

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the RDA and DEVELOPER as follows:

I. PROJECT SCOPE. The Project includes construction of ~~sevenfour~~ (74) single-family, 3-bedroom, 2 full bath homes with 2-car attached garages on the RDA Site as proposed in the attached proposal marked Exhibit “B” (hereinafter the “Project”).

II. PROPERTY TRANSFER. The RDA shall transfer the parcels to the DEVELOPER upon the receipt of \$48,300 for Lot 8, \$46,200 for Lot 9, \$21,800 for Lots 10-11, \$38,900 for Lot 12, \$29,200 for Lot 13, \$26,600 for Lot 14 + \$30 recording fee per parcel transferred no later than 30 days after completed Certified Survey Map is recorded.

III. DEVELOPER OBLIGATIONS.

- A. DEVELOPER is responsible for obtaining all necessary permits and shall construct the structure in conformance with all state and local building codes, rules and regulations. Permits may be submitted, but will not be issued until property has been transferred to the Developer.
- B. The Project shall be designed in such a manner that it is similar to the predominant housing style in the neighborhood and shall conform to the proposal as submitted in conjunction with this Agreement.
- C. During project implementation, DEVELOPER shall advise RDA staff as to the progress of the construction and allow staff on site to review the progress of the Project.
- D. DEVELOPER is responsible for load, haul and then unload truck loads of dirt that are located along the Grand Blvd at the reimbursement cost of \$125 per truck load. Developer to invoice the RDA once complete removal is done. RDA to reimburse Developer within 30 days of receiving final invoice.

IV. PROJECT COMMENCEMENT. DEVELOPER shall commence construction of the Project within 30 days after completed Certified Survey is recorded. (hereinafter "Commencement Date").

V. PROJECT COMPLETION. DEVELOPER agrees to complete the construction of the Project in accordance with RDA and CITY approved plans no later than 12/31/2027 (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of an Occupancy Permit by the City of Green Bay. In the event DEVELOPER fails to complete construction by the Completion Date, the DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

The DEVELOPER will work in earnest to transfer the completed Project through sale and Warranty Deed to an owner occupant within 12 months of Completion Date. In the event DEVELOPER fails to sell and warrant the completed Project within the allotted time, the DEVELOPER and RDA shall come to an agreement with revised timeline for sale and transfer of Project.

VI. TERMINATION AND REMEDIES.

A. It is the intent of the Project to generate tax base, eliminate blight within neighborhoods, encourage home ownership and enhance the neighborhood. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the DEVELOPER fails to complete the construction of the Project by the Completion Date, the RDA may at its sole discretion take one, a combination, or all of the following actions as liquidated damages:

1. The RDA may charge liquidated damages in the amount of \$100 per day for each day beyond the completion date until such time that certificate of occupancy is granted.

2. The DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

B. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as may be necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation~~on~~.

- C. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the RDA. Accordingly, the RDA may, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA may seek damages as authorized.

VII. MISCELLANEOUS PROVISIONS.

- A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default shall 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.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be fully valid and enforceable by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

- E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay RDA \$10,000 as damages for their action.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to purchase the premises as is and where is.
- J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Ryan Radue  
Radue Homes Inc  
2585 S Broadway  
Green Bay, WI 54304

TO RDA: Cheryl Renier-Wigg, Secretary  
Redevelopment Authority of the City of Green Bay  
100 North Jefferson Street, Room 608  
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this

Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- L. NONMERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

| SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

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

\_\_\_\_\_  
Gary J. Delveaux, Chairman

\_\_\_\_\_  
Cheryl Renier-Wigg, Secretary

ACKNOWLEDGMENT

**State of Wisconsin**

Brown County. Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, the above named  
Gary J. Delveaux, Chairman;  
Cheryl Renier-Wigg, Secretary  
Redevelopment Authority of the City of Green Bay

to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_, 20 \_\_\_\_ .)

ACKNOWLEDGMENT

**State of Wisconsin**

Brown County. Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, the above named  
Ryan Radue  
Radue Homes Inc

to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_, 20 \_\_\_\_ .)

**Developer: Radue Homes Inc**

\_\_\_\_\_  
Ryan Radue

**THIS INSTRUMENT WAS DRAFTED BY**

Ronda Bitney

Redevelopment Authority of the City of Green Bay

EXHIBIT A  
Legal Description of the RDA Site

Parcel Number: Part of 23-243-1-1 AND B-243-4

Legal Description: TBD

EXHIBIT B

See attached proposal for Lots 8-14+  
Vernon Taylor Drive and Paj Way.



Report to the  
Redevelopment Authority  
of the City of Green Bay

#### MEETING DATE

April 14, 2026

#### PREPARED BY

Matthew Buchanan, Staff

#### AGENDA ITEM # F.9

Consideration with possible action on request by the Department of Public Works to approve the award of a professional survey, design, and bidding services contract for the Grandview Industrial Park to Ayres Associates in the amount of \$140,015.

#### BACKGROUND

The City of Green Bay desires to construct a new roadway into the Grandview Industrial Park on the City's east side. The proposed section of roadway (Padi-Wood Lane) will extend from Erie Road to approximately 1,300 feet east, dead-ending for this phase of the project. In addition, an unnamed roadway and cul-de-sac will extend north from Padi-Wood Lane approximately 500 feet. These roadways will provide access to a portion of the City-owned property and allow industrial or commercial development opportunities. Associated utility extensions and stormwater management systems will also be included with the proposed roadway designs. Ayres Associates has submitted a proposal to provide survey, design and bidding support services to the City for this project.

#### RECOMMENDATION

To approve the award of a professional survey, design, and bidding services contract for Grandview Industrial Park to Ayres Associates in the amount of \$140,015.

#### FISCAL IMPACT

The professional services proposed will cost \$140,015, which the City would cover using available funds from Tax Increment District (TID) #25. No levy funds will be used to support the project.

#### ATTACHMENTS

1. Padi-Wood Lane Phase I Proposal\_Update
2. Green Bay Grandview Padi-Wood Road Design Project Cost Table

# Grandview Industrial Park Padi-Wood Lane – Scope of Services

## Project Background

The City of Green Bay desires to construct a new roadway into the Grandview Industrial Park on the City's east side. The proposed section of roadway (Padi-Wood Lane) will extend from Erie Road to approximately 1,300 feet east, dead ending for this phase of the project. In addition, an unnamed roadway and cul-de-sac will extend north from Padi-Wood Lane approximately 500 feet. These roadways will provide access to a portion of the City owned property and allow commercial development opportunities. Associated utility extensions and stormwater management systems will also be included with the proposed roadway designs. Ayres will provide design and bidding support services to the City for this project.

## Project Overview



A summary of services Ayres will provide for the project is as follows:

## Survey Services

Survey services will include topographic survey, locating of existing marked utilities, existing structures, documenting property information including existing property irons and monumentation, and preparing a Transportation Project Plat (TPP). Title searches are anticipated to be provided by the City. Data gathered will be processed into usable mapping.

1. Perform topo/DTM survey for the approximate 12 acre area as shown in the map below.



2. Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
3. Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.
4. Dip manholes and water valves within the project limits and one beyond limits if applicable.
5. Set a minimum of 3 horizontal control points and 3 vertical benchmarks.
6. Determine existing right of way of Erie Road and South line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 12.

### TPP Scope of Services

1. Search for monumentation to aid in existing RW determination.
2. Provide TPP not to exceed 0.25 miles in length per sheet, anticipated to be 1 detail sheet plus a title sheet.
3. One set of revisions per Plat is included. Additional revisions due to design changes / parcel ownership changes would be considered an additional service.
4. Provide up to 2 legal descriptions for land transfer and release of rights.
5. Appraisal stake TLE areas with lath one time.
6. Final stake right-of-way one time.

## Design Services

The project approach will play an important role in the success of this project. Ayres has extensive experience in formulating an efficient, cost effective approach that will meet the needs of the City. The approach outlined below was developed based on Ayres considerable experience in roadway design and development.

- 1. Meetings:** Four meetings with Ayres and the City. One at design kickoff, one at 60% design review, one at 90% design review, and one to review the final plans. Review meetings will occur once the City has had time to review the plans at each review stage.
- 2. Project Background Review:** Review past project plans and desired City design standards including typical roadway sections, watermain, sanitary sewer, storm sewer/stormwater needs, and pavement cross section design. Coordinate roadway and overall site development efforts with the previous Grandview stormwater pond project.
- 3. Utility Coordination:** Coordination with existing utilities will be provided. Assist City with utility extensions for power and gas with WPS. Coordination with communication utilities will not be provided outside of utility notification to impacted utilities already present along Erie Road.
- 4. Wetland Delineation and Exemption(s):**
  - Complete a wetland delineation of an approximate 1,310 foot long by 50-foot-wide area that will make up the future south right of way of Padi-Wood Lane from Erie Road to the east property boundary of the 35.875-acre City-owned parcel.
  - A jurisdictional determination (AJD) request will be sent to the US Army Corps (ACOE) to determine if the wetlands located within the 35.875-acre City-owned parcel and Padi-Wood Lane right-of-way are “waters of the United States”.
  - A non-federal wetland exemption application will be completed and submitted to WDNR for all wetlands located within the 35.875-acre City-owned parcel and Padi-Wood Lane right-of-way.
    - Complete a Timed Meander and Floristic Quality Assessment of wetlands present if requested by Wisconsin Department of Natural Resources (WDNR). If not requested by WDNR, the City will not be invoiced for this portion of the non-federal wetland exemption fee.
  - Ayres will be partnering with Evergreen Consultants to complete the wetland exemptions and approvals.
- 5. Geotechnical Investigations:** 7 geotechnical borings will be completed on the site as well as a geotechnical report summarizing site conditions and recommendations for roadway, utility, and wet detention pond construction. Borings will be located in various locations for roadway and utility design, and stormwater management design.
- 6. Roadway and Grading/Drainage Design:** Complete roadway and surface grading/drainage design, vertical and horizontal alignment and profile, typical roadway cross sections, slope intercepts, top of curb elevations, and intersection details.

- 7. Storm Sewer Design:** Complete storm sewer design. Design will include stormwater flow/runoff calculations, pipe sizing, inlet and manhole locations, flowline elevations, and horizontal alignment. Storm sewer laterals will be added to the plans as directed by the City. Stormwater is anticipated to be directed toward a wet detention pond.
- 8. Stormwater Management Design:** Complete the stormwater management design for one wet detention pond. The pond will be designed to provide peak flow control and total suspended solids (TSS) reduction for the 1,300-foot section of Padi-Wood Lane, the 500-foot unnamed roadway and cul-de-sac extending north from Padi-Wood Lane, and a portion of the 35.875-acre City-owned parcel that is proposed to be subdivided into multiple parcels.
- 9. Sanitary Sewer Design:** Complete sanitary sewer design including sizing based on known developments provided by the City. Design will include vertical and horizontal alignment of main, lateral locations and sizes as directed by the city, and manhole locations. Sanitary sewer design is anticipated to begin at Erie Road and continue approximately 1,300 feet to the east along Padi-Wood Lane, as well as 500' north on the unnamed roadway and cul-de-sac. It is assumed that the sanitary sewer will be gravity design and dead end at manholes. Future extension options will be evaluated for the portion of sewer along Padi-Wood Lane. No lift station or force main design is included.
- 10. Watermain Design:** Complete drafting and integration of water main design by Green Bay Water Utility (GBWU) into the utility plan and profile sheets. Provide plan sheets back to GBWU for permitting. Ayres anticipates that all watermain design and permitting will be completed by GBWU.
- 11. Drafting of Design Plan Set:** Complete CAD drafting of a design plan set, including the following sheets: Title, notes and general conditions, roadway and storm sewer plan and profiles, watermain and sanitary sewer plan and profiles, roadway proposed typical sections, roadway cross sections (25 ft frequency), erosion control, intersection/plan details, stormwater pond and grading sheets, and general construction details. Plans will be provided to the City for review at the 60%, 90% and 100% for review.
- 12. Permits:** Apply for applicable project permits. It is anticipated that the following permit applications will be necessary: 1) Wisconsin Department of Natural Resources (WDNR) – Notice of Intent (NOI) Stormwater Construction, 2) WDNR – sanitary sewer permit, 3) Green Bay Metropolitan/NEW Water/Brown County 208 Conformance approval. Ayres will forward permit applications to applicable agencies for review and approval as needed. The City will pay permit application fees directly.
- 13. WDNR Wetland Correspondence:** Ayres will provide correspondence with WDNR to complete necessary wetland approvals, exemption requests, and wetland mitigation procedures. A WDNR GP2 General Permit for Municipal Public Highways and Structures will be completed if required. Ayres will be partnering with Evergreen Consultants to complete the wetland exemptions and approvals.

**14. Special Provisions:** Insert and review standard City of Green Bay special provisions and develop any necessary unique special provisions in City of Green Bay format for project items.

**15. Cost Estimates:** Ayres will provide cost estimates for the proposed work at the 60%, 90%, and final review milestones.

## **Bidding Related Services and Contract Administration**

1. Prepare City of Green Bay project bidding documents and finalize project special provisions. Provide to City for inclusion in bid package.
2. Provide bidding assistance services including responding to contractor questions, and preparing plan addendums.

## **Services Not Included**

Additional engineering services, which can be provided for agreed upon fees, may be desired. Such services may include the following:

- Title searches. City of Green Bay to provide title searches for 2 parcels involved.
- Assisting with public information meetings or programs beyond the planned meetings can be provided as an additional service.
- Construction administration and inspection services for the project.
- Sewer televising services.
- WDNR Individual Wetland & Waterway Permit.
- Lift station or force main design for sanitary sewer.
- Watermain design beyond drafting plan sheets of proposed watermain design completed by GBWU.

## **Schedule**

Ayres will perform the work described in the proposed timeline as follows. This is dependent on a Notice to Proceed by March 30, 2026, and timely reviews and feedback from the City, WDNR, and ACOE.

April 2026 – Topographic Survey, Title Reports, and Prepare Transportation Project Plat

May 2026 – Finalize Transportation Project Plat, preliminary roadway and utility design, plan sheet preparation, geotechnical investigations and wetland delineation (pending beginning of growing season).

June 2026 – Finalize roadway and utility design, stormwater conveyance and management design, complete plan sheet drafting including water main design provided from GBWU, site grading

details, and construction details, apply for wetland exemptions and begin WDNR and ACOE coordination, create special provisions, and prepare and submit WDNR sanitary sewer permit.

July 2026 - Perform final plan updates and revisions based on City comments and feedback, finalize special provisions and project bid items, complete final costs estimates, complete coordination with WDNR and ACOE for wetland impacts and exemptions, complete and submit WDNR stormwater NOI permit application, and prepare project documents for bidding by City of Green Bay.

July/Aug 2026 – Project Bidding assistance.

## Fee

Ayres will perform the above services for a lump sum fee of \$140,015. A breakdown of the fee is provided below.

Topographic Survey	\$8,750
Transportation Project Plat (TPP)	\$7,500
Geotechnical Investigations	\$7,150
Wetland Delineation	\$3,200
Wetland jurisdictional determination and Non-Federal Exemption Request	\$6,000
Design Services (Roadway, Utility, and stormwater pond design, plan development, regulatory agency coordination and permitting, special provision development, and meetings)	\$103,008
Bidding Assistance	\$4,407
<b>Total</b>	<b>\$140,015</b>

# Project and Hours Cost Table

Task #	Task Name	Project Fee	Directs	Labor	Total Hours	Dept. Manager	Senior PM	Engineer IV	Engineer III	Sr. Tech	Prof. I	Admin
					Staff	Schuh	Hubbard	Gorges	Stadler/Fan/Looby	Shallow	Dahinden	Scheuerell
					2026 Rates	\$267	\$191	\$157	\$154	\$127	\$117	\$102
	<b>Grandview Padi-Wood Road Design</b>	<b>\$107,461</b>	<b>\$46</b>	<b>\$107,415</b>	<b>736</b>	<b>8</b>	<b>77</b>	<b>208</b>	<b>134</b>	<b>129</b>	<b>166</b>	<b>14</b>
<b>Task 1</b>	<b>Design Phase</b>	<b>\$103,054</b>	<b>\$46</b>	<b>\$103,008</b>	<b>706</b>	<b>8</b>	<b>69</b>	<b>204</b>	<b>128</b>	<b>125</b>	<b>166</b>	<b>6</b>
1.1	Topo cleanup	\$459	\$0	\$459	4	0	0	0	0	2	0	2
1.2	Project kickoff meeting	\$1,276	\$46	\$1,230	6	2	2	2	0	0	0	0
1.3	60% design review meeting	\$1,422	\$0	\$1,422	7	2	3	2	0	0	0	0
1.4	90% design review meeting	\$1,422	\$0	\$1,422	7	2	3	2	0	0	0	0
1.5	Final review meeting	\$1,230	\$0	\$1,230	6	2	2	2	0	0	0	0
1.6	Stormwater modeling and pond design	\$21,917	\$0	\$21,917	140	0	8	120	0	12	0	0
1.7	Set up roadway alignments and profiles	\$3,949	\$0	\$3,949	28	0	4	0	8	8	8	0
1.8	Roadway corridor modeling	\$12,232	\$0	\$12,232	92	0	8	0	24	0	60	0
1.9	Set up roadway plan and profile sheets	\$5,158	\$0	\$5,158	38	0	4	2	0	32	0	0
1.10	Integrate water main from GBWU	\$2,538	\$0	\$2,538	19	0	1	0	2	16	0	0
1.11	Design/evaluate sanitary sewer	\$4,094	\$0	\$4,094	26	0	8	2	8	8	0	0
1.12	WDNR sanitary sewer permit and 208 letter	\$3,714	\$0	\$3,714	28	0	0	0	12	0	16	0
1.13	Design storm sewer, inlets, and leads	\$11,810	\$0	\$11,810	82	0	6	40	0	16	20	0
1.14	Develop traffic control sheets and project staging	\$1,890	\$0	\$1,890	12	0	4	0	4	4	0	0
1.15	Utility coordination	\$1,082	\$0	\$1,082	8	0	0	0	4	0	4	0
1.16	WDNR NOI/SWMP	\$5,040	\$0	\$5,040	36	0	2	6	12	0	16	0
1.17	Wetland permitting/WDNR coordination	\$4,537	\$0	\$4,537	28	0	4	24	0	0	0	0
1.18	Set up cross sections	\$2,220	\$0	\$2,220	18	0	0	0	2	4	12	0
1.19	Quantity take off and quantity plan sheets	\$4,094	\$0	\$4,094	31	0	1	2	8	2	18	0
1.20	Project estimate	\$1,625	\$0	\$1,625	12	0	2	0	2	0	8	0
1.21	Develop City special provisions and documents	\$4,862	\$0	\$4,862	32	0	4	0	24	0	0	4
1.22	Perform CAD earthwork calcs and sheets	\$775	\$0	\$775	6	0	0	0	2	0	4	0
1.23	Erosion control plans	\$2,527	\$0	\$2,527	18	0	2	0	4	12	0	0
1.24	Coordinate file transfers and correspondence w/City	\$319	\$0	\$319	2	0	1	0	0	1	0	0
1.25	Intersection grade detailing	\$2,864	\$0	\$2,864	20	0	0	0	12	8	0	0
<b>Task 2</b>	<b>Bidding Assistance</b>	<b>\$4,407</b>	<b>\$0</b>	<b>\$4,407</b>	<b>30</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>8</b>
2.1	Review special provisions and format	\$612	\$0	\$612	6	0	0	0	0	0	0	6
2.2	Answer contractor questions	\$1,701	\$0	\$1,701	10	0	4	4	2	0	0	0
2.3	Prepare addenda (2 addendums and documents)	\$2,094	\$0	\$2,094	14	0	4	0	4	4	0	2



Report to the  
Redevelopment Authority  
of the City of Green Bay

## MEETING DATE

April 14, 2026

## PREPARED BY

Ronda Bitney

## AGENDA ITEM # F.10

Consideration with possible action to approve the purchase of 1803 Shawano Ave. Parcel: 6-258-B

## BACKGROUND

The parcel located at 1803 Shawano Avenue is currently utilized as a fully lit parking lot for a nearby business, which no longer requires its use. The property is zoned OR (Office Residential).

An offer has been made to purchase the parcel for \$215,000. The proposed plan is for the Redevelopment Authority (RDA) to acquire the property and for it to be used by the Parks Department to provide public parking and improved access to Badger Park.

The purchase would be funded through Military Avenue Tax Increment District (TID) No. 16 and is contingent upon approval by both the RDA and the Common Council.

## RECOMMENDATION

To approve the purchase of the site located at 1803 Shawano Avenue for the price of \$215,000, using Military TID-16 funding.

## FISCAL IMPACT

## ATTACHMENTS

1. 1803 Shawano WB-15 Commercial Offer to Purchase - 03.20.26 -- FULLY SIGNED
2. GIS



57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

58 \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
61 attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special  
62 disbursement agreement.

63 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.  
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
87 this Offer except:--

88 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
93 Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated  
94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_

96 \_\_\_\_\_  
97 \_\_\_\_\_  
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures  
100 provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has  
101 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed  
102 fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have  
103 rescission rights per Wis. Stat. § 709.05.

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service  
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources  
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on  
176 lines 185-197 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of:--  
182 \_\_\_\_\_  
183 \_\_\_\_\_

184 \_\_\_\_\_ **[Insert proposed use and type and**  
**size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 **[N/A] ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
186 181-183.

187 **[N/A] EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **[N/A] APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or  
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for  
192 the following items related to Buyer's proposed use: \_\_\_\_\_  
193 \_\_\_\_\_

194 \_\_\_\_\_ or delivering written notice  
195 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the  
196 cost of Buyer's proposed use described at lines 181-183.

197 **[N/A] ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
198 roads.

199 **[N/A] LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **[STRIKE ONE]** ("Buyer" if neither  
200 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]**  rezoning;  conditional use permit;  
201  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183.  
202 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
203 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

204 **[N/A] MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller  
205 providing" if neither is stricken) a \_\_\_\_\_ survey  
206 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and  
207 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's)  
208 (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
209 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible  
210 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_

211 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:  
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any  
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title  
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially  
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence  
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of  
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to  
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **[N/A] DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
226 Buyer within \_\_\_\_\_ days ("30" if left blank) after acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

- 227  Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
- 228  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
229 is consistent with representations made prior to and in this Offer.
- 230  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 232  Rent roll.
- 233  Other \_\_\_\_\_

234

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,  
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other  
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future  
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents  
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer  
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("5" if left  
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **N/A ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if  
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.  
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of  
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
  - 272 (a) Seller delivers written notice that Seller will not cure; or
  - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")  
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the  
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the  
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of  
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any  
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property  
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the  
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites  
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site  
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American  
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,  
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**  
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a  
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to  
306 be reported to the Wisconsin Department of Natural Resources.

307  **N/A** **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which  
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
311 an inspection of \_\_\_\_\_

312

313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,  
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified  
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers  
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)  
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual  
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
329 **of the premises.**

330  **RIGHT TO CURE:** Seller (shall)(shall not)  **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342  **N/A** **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
343 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
345 \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

346 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached

351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

353 lender's appraiser access to the Property.

354  **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise

355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

356 shall be adjusted as necessary to maintain the term and amortization stated above.

**357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359.**

358  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

359  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
360 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
361 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a  
365 contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.

378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
383 unavailability.

384 N/A **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
393 acceptance, Buyer shall deliver to Seller either:

394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
395 the time of verification, sufficient funds to close; or

396 (2) \_\_\_\_\_  
397 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
403 access for an appraisal constitute a financing commitment contingency.

404 N/A **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
413 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
422 report.

423  **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
432 association assessments, fuel and --  
433

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE  
439 APPLIES IF NO BOX IS CHECKED.

440  Current assessment times current mill rate (current means as of the date of closing).

441  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443   
444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
445 **substantially different than the amount used for proration especially in transactions involving new construction,**  
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
447 **assessor regarding possible tax changes.**

448  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,  
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
460 --

461 \_\_\_\_\_  
462 \_\_\_\_\_ (insert other allowable exceptions from title, if any) that constitutes  
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents  
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
467 **making improvements to Property or a use other than the current use.**

468  **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
471 lender and recording the deed or other conveyance.

472  **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
479 or Buyer not more than 10 days ("15" if left blank) after acceptance showing title to the Property as of a date  
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens  
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
483 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
484 such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall  
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable  
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
502 (written) (oral) **STRIKE ONE** lease(s), if any, are none

503 \_\_\_\_\_  
504 \_\_\_\_\_ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

505 **N/A** **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_ days ("7" if left blank) before closing, estoppel  
506 letters dated within \_\_\_ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,  
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease  
508 or tenancy.

#### 509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
535 **building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,  
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
561 this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in  
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or  
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
589 or by telephone at (808) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers  
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
619 FIRPTA.

620 **N/A SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
621 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
622 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
623 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
624 beneficiary of this contract.

625 **ADDITIONAL PROVISIONS/CONTINGENCIES**

626 1) This offer is Contingent on Redevelopment Authority approval at meeting on April 14,  
627 2026.

629 2) This offer is Contingent on Common Council approval on April 21, 2026.

631 All contingencies shall be deemed satisfied unless Buyer, within 5 days after the Common  
632 Council contingency deadline, delivers to Seller a written notice that Buyer has not  
633 received approval.

635 3) Seller to pay all title fees and closing prorations.

643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
649 650-665.

650 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
651 652 or 653.

652 Name of Seller's recipient for delivery, if any: Dawn Davis

653 Name of Buyer's recipient for delivery, if any: Ronda Bitney and/or Cheryl Renier-Wigg

664  (2) **Fax**: fax transmission of the document or written notice to the following number:  
 665 Seller: ( ) Buyer: ( )  
 666  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
 667 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
 668 address at line 661 or 662.  
 669  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
 670 Party, or to the Party's recipient for delivery, for delivery to the Party's address.  
 671 Address for Seller: \_\_\_\_\_  
 672 Address for Buyer: \_\_\_\_\_  
 673  (5) **Email**: electronically transmitting the document or written notice to the email address.  
 674 Email Address for Seller: dawn@3drealtygroup.com  
 675 Email Address for Buyer: Ronda.Bitney@greenbaywi.gov or Cheryl.renier-wigg@greenbaywi.gov  
 676 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
 677 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.  
 678  **ADDENDA**: The attached Addendum A - Memorandum is/are made part of this Offer.  
 679 This Offer was drafted by [Licensee and Firm] Dawn Davis, eXp Commercial LLC

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
 671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
 673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
 674 communications are convincing and professional in appearance but are created to steal your  
 675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
 676 source.

677 **DO NOT** initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
 678 calling a verified number of the entity involved in the transfer of funds. Never use contact  
 679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT** responsible for the transmission, forwarding, or  
 681 verification of any wiring or money transfer instructions.

682 Buyer Entity Name (if any): Redevelopment Authority of City of Green Bay

683 (x) Cheryl Renier-Wigg 3-19-26  
 684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Cheryl Renier-Wigg - Secretary Date ▲

685 (x) \_\_\_\_\_  
 686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲  
 687

688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
 689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
 690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
 691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): MANOR CARE OF GREEN BAY WI WEST, LLC

693 (x) Terry Metzger 3-20-26  
 694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Terry Metzger, Treasurer Date ▲

695 (x) \_\_\_\_\_  
 696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
 698 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
 699 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Community & Economic Development Department  
100 North Jefferson Street • Room 608  
Green Bay, Wisconsin 54301-5026  
[www.greenbaywi.gov](http://www.greenbaywi.gov)

Phone 920.448.3300  
Fax 920.448.3426

## MEMORANDUM

### Voluntary Acquisition of Property

### Addendum A to Offer to Purchase

To Whom It May Concern:

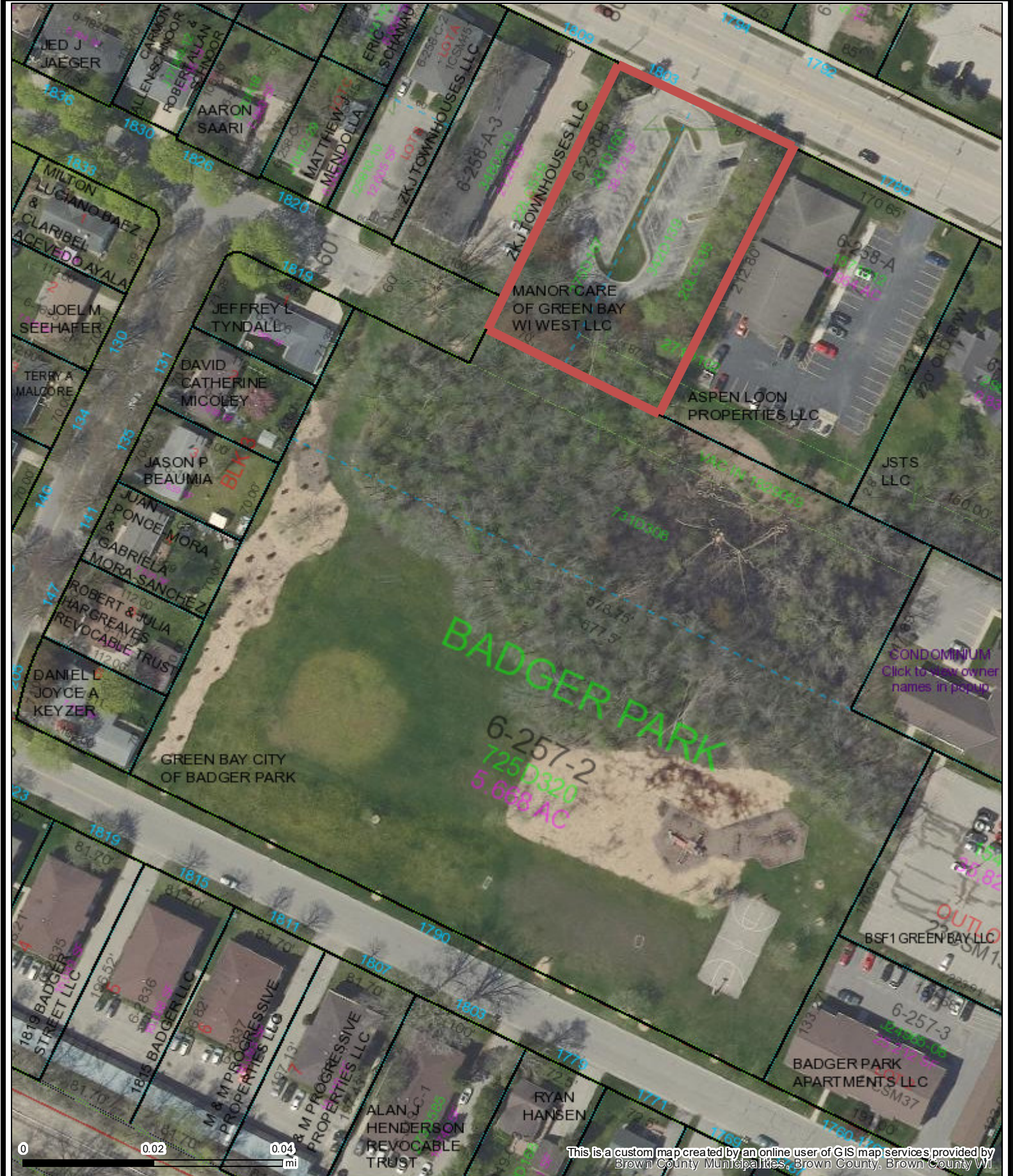
The City of Green Bay RDA has written an offer to purchase on your property.

Please be advised that the City of Green Bay RDA possesses eminent domain authority to acquire property, however, in the event you are not interested in selling your property, or if we cannot reach an amicable agreement for the purchase of your property, we will NOT pursue its acquisition under eminent domain.

Your property is not a necessary part of a proposed project and is not part of an intended, planned or designated project area where substantially all the property within the area is to be acquired.

A tenant-occupant who moves because of a voluntary acquisition may be eligible for special notice regarding tenancy. If your property is currently tenant-occupied, we need to know the names of the tenants. Further, you should not order current occupants to move, or fail to renew a lease, in order to sell the property to us vacant.

If you have any questions regarding this notice, please contact Cheryl Renier-Wigg, Director of Community and Economic Development Department, 100 N Jefferson Street, Room 608, Green Bay, WI 54301, 920-448-3412 or [cheryl.renier-wigg@greenbaywi.gov](mailto:cheryl.renier-wigg@greenbaywi.gov)



CONDOMINIUM  
Click to view owner names in popup

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

### Part of Brown County WI

Map printed on 4/8/2026

**1:1,200**  
**1 inch = 100 feet\***  
**1 inch = 0.0189 miles\***  
*\*original page size: 8.5"x11"*  
*Appropriate format depends on zoom level*



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

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

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



(920) 448-6480  
[www.browncountywi.gov](http://www.browncountywi.gov)



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

April 14, 2026

**PREPARED BY**

**AGENDA ITEM # G.I**

Presentation from Homeless Outreach Case Coordinators

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

April 14, 2026

**PREPARED BY**

**AGENDA ITEM # G.2**

Financial report and check register.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. RDA Financial Report 2026
2. Check Report

Redevelopment Authority  
 Financial Report  
 CDBG  
 4/1/2026

<b>CDBG Entitlement Funds</b>	<b>2025 Budget</b>	<b>2024 Carry Over</b>	<b>Program Income</b>	<b>Expenses</b>	<b>Obligated</b>	<b>Remaining Balance</b>
Fair Housing	30,000.00	7,592.00	-	7,592.00	-	30,000.00
Public Services	176,633.00	72,694.26	-	49,843.02	168,938.73	30,545.51
CDBG Eligible Areas HILP Program	56,541.00	189,391.31	800.00	11,480.00	38,750.00	196,502.31
CDBG Eligible Areas Public Facilities and Infrastructure	198,971.00	252,383.35	-	383,503.93	-	67,850.42
CDBG Eligible Areas-Beautificatio/Art	50,000.00	-	-	-	-	50,000.00
Economic Development Façade	50,000.00	90,000.00	-	-	-	140,000.00
Economic Development - RLF	200,000.00	-	212,003.73	35,000.00	-	377,003.73
Administration	176,209.00	13,477.55	11,703.20	22,976.17	-	178,413.58
	<b>\$ 938,354.00</b>	<b>\$ 625,538.47</b>	<b>\$ 224,506.93</b>	<b>\$ 510,395.12</b>	<b>\$ 207,688.73</b>	<b>\$ 1,070,315.55</b>

<b>CARES CDBG-CV Funds</b>	<b>2025 Budget</b>	<b>2024 Carry Over</b>	<b>Program Income</b>	<b>Expenses</b>	<b>Obligated</b>	<b>Remaining Balance</b>
Rental/Mortgage Assistance Program LMI	-	675.35	-	-	-	675.35
	<b>\$ -</b>	<b>\$ 675.35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 675.35</b>

Redevelopment Authority  
 Financial Report  
 HOME  
 4/1/2026

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,224.75	73,370.99	-	605.00	18,517.31	204,473.43
Downpayment Closing Cost Assistance	50,000.00	-	-	-	-	50,000.00
CHDO Projects	70,227.92	196,595.64	-	141,578.72	54,231.92	71,012.92
Housing Development Projects	151,108.63	1,793,047.28	53,129.83	-	1,099,698.00	897,587.74
Administration	67,620.00	83,628.84	5,903.31	13,453.53		143,698.62
HOME-ARP Admin	-	1,706,275.57	-	39,393.11	1,666,882.46	-
	<b>\$ 489,181.30</b>	<b>\$ 3,852,918.32</b>	<b>\$ 59,033.14</b>	<b>\$ 195,030.36</b>	<b>\$ 2,839,329.69</b>	<b>\$ 1,366,772.71</b>

City of Green Bay RDA  
Check Register  
31-Mar

<b>CHECK NUMBER</b>	<b>CHECK DATE</b>	<b>VENDOR NUMBER</b>	<b>VENDOR NAME</b>	<b>Amount</b>
21977	03/27/2026	255	CITY OF GREEN BAY	30,660.50
21978	03/27/2026	5938	NEIGHBORWORKS GREEN BAY	<u>147,248.72</u>
				<u>\$ 177,909.22</u>



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

April 14, 2026

**PREPARED BY**

**AGENDA ITEM # G.3**

Director's report and project updates.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Development Tracking 20260413

**City of Green Bay Development Tracker (Large Scale) - April 2026**

	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
<b>Multi-family</b>								
1	Skyline@425	Living Downtown LLC	425 Pine Street	Market multi-family rental, commercial	Construction underway	Total #	Under 80%	\$9,600,000.00
						66	0	
2	1116 Hobart Drive	Moski Corp	1116 Hobart Drive	Market multifamily	Construction underway	Total #	Under 80%	\$3,000,000.00
						30	0	
3	Merge @ Shipyard	Merge LLC	239 Arndt Street	Market multi-family rental, retail	Amendment 3 denied 3/17	Total #	Under 80%	\$21,000,000.00
						225	0	
4	200 N. Monroe	Three Sixty LLC	200 N. Monroe	Market multi-family rental, commercial	DA consideration in April	Total #	Under 80%	\$18,500,000.00
						164	0	
5	Gorman @ JBS	Gorman & Co.	0 Lime Kiln Rd	Workforce multi-family	Construction underway	Total #	Under 80%	\$11,000,000.00
						95	0	
6	Fire Station Flats	General Capital	420 S. Broadway/419 S. Maple	Multi-family rental, retail, Fire Station/Admin, greenway	Construction planned for Oct. 2026	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 complete summer '26	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	Chicago/Monroe	Nolan Carter	436 S. Monroe	Market rate multi-family rental, commercial	PO approved in November. Expires in May.	Total #	Under 80%	TBD
						25	0	
10	One Astor	Spark Development	100 E. Mason	Market rate multi-family rental	Construction underway	Total #	Under 80%	\$15,500,000.00
						126	0	
						Total #	Under 80%	

11	Tank & Elmore Schools	TBD	814 S Oakland Ave, 615 Ethel Ave	Adaptive reuse to multifamily	RFPs due 5/1/2026	0	0	\$0.00
12	1531 Main Street	GB Real Estate	1531 Main Street	Market rate multi-family rental	PO deadline 7/12/26	Total # 40	Under 80% 0	\$3,000,000.00
<b>Single-family</b>								
13	Southwest Woods	Garritt Bader	Hinkle S. of Mason	Single family housing with new roads	Construction underway	Total # 29	Under 80% 0	\$8,000,000.00
14	The Pines	Broadway Realty	0 Deuchert Street	Single family housing with new roads	Construction planned in 2026	Total # 41	Under 80% 0	\$10,000,000.00
<b>Commercial</b>								
15	S&S Buildings	Investment Creations	227 E Walnut, 101 & 109 N Adams	Mixed use law office, retail, market rate apartment	Construction underway	Total # 1	Under 80% 0	\$1,500,000.00
16	Fire Station One	MOWGS LLC	501 S. Washington	Fire station rehab conversion to commercial uses	DA approved in May. Rehab work underway.	Total # 0	Under 80% 0	\$1,000,000.00
17	C. Reiss Relocation	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Port improvements planned to start in 2026	Total # 0	Under 80% 0	TBD
18	Green Bay Public Market	On Broadway, Inc	211 N. Broadway	Public Market	Construction planned 2026-2027	Total # 0	Under 80% 0	\$7,000,000.00
19	United Soccer League Stadium	USL	TBD	Soccer Stadium	Site selection and due diligence underway	Total # 0	Under 80% 0	TBD
<b>Industrial</b>								
20	WE Hoban Co.	Hoban Real Estate	Finger Rd at Northview Rd	Industrial	Construction underway	Total # 0	Under 80% 0	\$10,500,000.00
21	Grandview - Keller 9 Acres	Keller client	Erie Rd south of Mason	Industrial	TIF request under review	Total # 0	Under 80% 0	tbd



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

	Units	Under 80%	Value
<b>TOTALS</b>	<b>1,266</b>	<b>85</b>	<b>\$175,100,000.00</b>