



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JUNE 9, 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, Renita Robinson, and Timothy McCoy. **Liaisons:** Jeff Mirkes, Leah Weycker, and Brian Johnson.

C. Approval of the Agenda.

- ### **I. Approval of the agenda for the Tuesday, June 9, 2026, meeting of the Redevelopment Authority.**

D. Approval of Minutes.

- ### **I. Approval of the minutes from the Tuesday, May 12, 2026 meeting.**

E. Regular Business.

- ### **I. Consideration with possible action to approve a request by the Department of Public Works to enter into a professional services agreement with Ayres Associates, Inc. for Quincy Street Railroad Compliance Preliminary Design for the amount of \$87,532.00 using TID 21 funds.**

2. Consideration with possible action on Development Agreement 26-03 with Velp Locust Investments, LLC for the redevelopment of 1409 Velp Avenue (Tax Parcel 6-45).
3. Consideration with possible action to approve a term sheet with Greater Green Bay Habitat for Humanity for the development of Lots 1-7 on Vernon Taylor Drive of the JBS Redevelopment Site.
4. Consideration with possible action to approve a term sheet with NeighborWorks Green Bay for the development of Lots 1-6 on Dahlia Lane of the JBS Redevelopment Site.
5. Consideration with possible action to approve a resolution authorizing the application for a Vibrant Spaces grant for the Pine Street Plaza project.

F. Informational.

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

G. Adjournment.

1. Adjournment of the Tuesday, June 9, 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
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Redevelopment Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the Tuesday, May 12, 2026 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RDA Minutes 05.12.2026 FINAL



MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MAY 12, 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:

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B. ROLL CALL.

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

Members Present: Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, Stephen Srubas, Timothy McCoy

Members Absent: Renita Robinson

Liaisons Present: Jeff Mirkes

Others Present: Mayor Eric Genrich

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the Tuesday, May 12, 2026, meeting of the Redevelopment Authority.

Moved by Board Srubas, seconded by Ald. Kathy Hinkfuss to approve the agenda.

Motion Passed.

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

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the Tuesday, April 14, 2026, meeting.

Moved by Stephen Srubas, seconded by Deby Dehn to approve the minutes.

Motion Passed.

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

E. REGULAR BUSINESS.

1. Consideration with possible action to approve the donation of a strip of land from the RDA owned lot located 212-214 S. Madison St. (Parcel 13-128)

Moved by Ald. Kathy Hinkfuss, seconded by Deby Dehn to approve the donation of a strip of land from the RDA-owned lot located at 212-214 S. Madison Street. (Parcel 13-128)

Motion Passed.

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

2. Consideration with possible action on the approval of the assignment and assumption of Development Agreement 18-01-A, Whitney School Apartments.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas to approve the assignment and assumption of Development Agreement 18-01-A, Whitney School Apartments.

Motion Passed.

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

3. Consideration with possible action on a request to the Joint Review Board and subsequent approval of fund transfer of \$1 million from TID 12 (I-43 Industrial Park) to TID 22 (The Shipyard) to serve as matching funds for \$1 million in grant funding from the National Parks Service for the construction of Phase II Shipyard Park.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas to approve the Joint Review Board and subsequent approval of fund transfer of \$1 million from TID 12 (I-43 Industrial Park) to TID 22 (The Shipyard) to serve as matching funds for \$1 million in grant funding from the National Parks Service for the construction of Phase II Shipyard Park.

Motion Passed.

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

F. INFORMATIONAL.

1. Financial report and check register.

2. Update on TID 25-01 400-420 S Broadway Demo Contract.

3. Director's report and project updates.

4. Next Meeting: June 9, 2026

G. ADJOURNMENT.

1. Adjournment of the Tuesday, May 12, 2026, meeting of the Redevelopment Authority.

Moved by Ald. Kathy Hinkfuss, seconded by Stephen Srubas to adjourn.

Motion Passed.

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

Valerie Joosten, Public Works Director

AGENDA ITEM # E.1

Consideration with possible action to approve a request by the Department of Public Works to enter into a professional services agreement with Ayres Associates, Inc. for Quincy Street Railroad Compliance Preliminary Design for the amount of \$87,532.00 using TID 21 funds.

BACKGROUND

The City of Green Bay is under orders from the Office of Commission of Railroad to correct compliance and safety issues along the Quincy Corridor. The City has been working with Ayres Associates over the last year to develop conceptual plans and work with local industry and businesses to develop possible solutions. The next phase of this work would include development of 30% design plans, continued coordination with industry and businesses, participation in a hearing and other work necessary to achieve compliance. The goals are to improve railroad crossing safety along the Quincy corridor associated with the rail service being provided to local industry.

RECOMMENDATION

To approve a request by the Department of Public Works to enter into a professional services agreement with Ayres Associates, Inc. for Quincy Street Railroad Compliance Preliminary Design for the amount of \$87,532.00 using TID 21 funds.

FISCAL IMPACT

\$87,532.00 from TID 21.

ATTACHMENTS

1. Quincy St RR Proposal I
2. Quincy St RR Proposal I (003)

June 2, 2026

Valerie Joosten, Director of Public Works
City of Green Bay
100 N Jefferson Street, Room 300
Green Bay, WI 54301

Re: Quincy St Railroad Compliance Preliminary Design

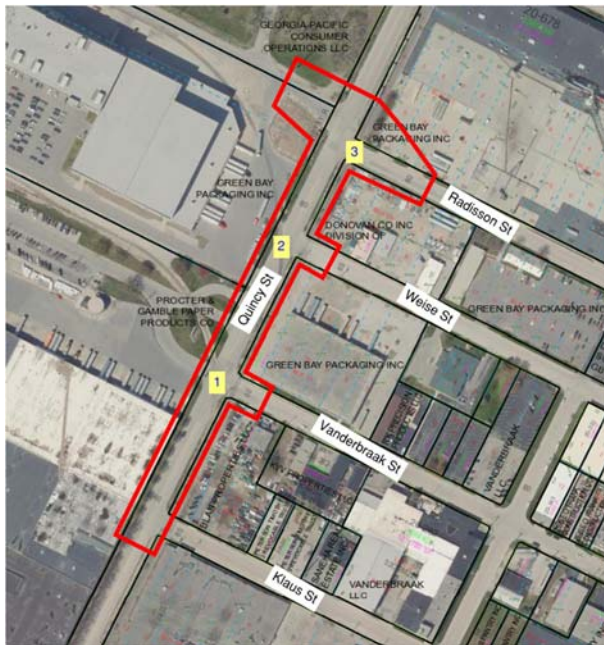
Dear Mrs. Joosten:

Thank you for the opportunity to submit this agreement for professional services for Quincy St Railroad Compliance Preliminary Design. This letter presents our proposed scope of services, time schedule, and fee.

Project Description

The City of Green Bay has requested assistance with the roadway design associated with railroad crossings along N. Quincy Street. The City has been under orders from the Office of the Commissioner of Railroads (OCR) to address railroad crossing issues at several railroad crossings managed by Fox Valley & Lake Superior Rail System (FOXY). These include 2 spur lines across Quincy Street, and crossings of Vanderbraak Street, Weise Street, and Radisson Street serving the area businesses.

In the first phase of the project, a conceptual plan was developed that includes raised medians along Quincy Street to better control street traffic at the railroad crossings, permanent closure of Vanderbraak Street and Weise Street at Quincy Street, and railroad active warning devices at Radisson Street. This next phase of the project is for topographic survey and preliminary design (30% design) of roadway improvements, and coordination with railroad agencies, and businesses.



Scope of Services

Ayres will provide topographic survey, railroad coordination and preliminary design. Ayres Associates Inc proposes performing the following services:

Survey Services

Survey services will include topographic survey, locating of existing marked utilities, existing structures, documenting property information including existing property irons and monumentation. Data gathered will be processed into usable mapping.

Topographic Survey

1. Perform full topo for approximately 2,250 feet of roadway within project limits along Quincy Street, Klaus Street, Vanderbraak Street, Weise Street & Radisson Street.
2. Topographic surveying will be performed at 50-foot intervals extending to the closer of 75 feet from centerline, building face, edge of parking lot or fenceline.
3. Topographic limits will begin approximately 100 feet southerly of centerline of Klaus Street and extend northerly to approximately 300 feet northerly of Radisson Street.
4. Topographic limits will extend approximately 150 feet easterly of centerline of Quincy Street along Klaus Street, Vanderbraak Street and Weise Street.
5. Topographic limits will extend approximately 350 feet easterly of centerline of Quincy Street along Radisson Street.
6. Additional topographic survey will be performed along the North Entrance to Green Bay Packaging to assist in realignment.
7. Measure all visible manholes, inlets, catch basins, and water valves. To be located to one structure beyond project limits. Storm sewer will be dipped throughout entire project, water and sanitary will only be dipped where deemed necessary by design.
8. Map all utilities within the limits described above.
9. Diggers Hotline will be used to have underground utilities located. These utilities located by others will be mapped as flagged/painted. Ayres Associates is not liable for errors performed by others. Ayres Associates will make one attempt to have the underground utilities marked by others. Additional attempts will be considered an additional service.
10. Locate property monuments within project area and additional to aid in right-of-way determination.
11. Measure Government Corners that are found in place and are necessary for the determination of the existing right-of-way. If a Government Corner that is necessary for the determination of the existing right-of-way is not found, destroyed, or was never set, the establishment of this corner will be considered an additional service.
12. Determine existing right-of-way of roads that impact the project by researching the courthouse, highway department, and town records.
13. Ayres survey reserves the right to gather survey topographic data using whatever methods we choose most suitable and appropriate for the site conditions at the time of survey.

Design Services

1. Traffic Data Collection
 - a. Collect 24-hour turning movement data on a typical weekday at the intersection of Quincy Street and Radisson Street.
 - b. Review existing train-vehicle crash data at crossings within the project area. Review near-miss crash data provided by railroad owner.
2. Project Coordination and Meetings
 - a. Attend coordination and design review meetings with project stakeholders as follows:
 - i. 2 virtual meetings with Proctor & Gamble
 - ii. 2 virtual meeting with Green Bay Packaging
 - iii. 2 virtual meetings with FOXY / WATCO
 - iv. 1 additional meeting with other adjacent businesses

- v. 2 virtual meetings with Wisconsin DOT Rails & Harbors
 - b. Assist City with preparing documentation for, and attend one OCR Hearing
 - i. Ayres subconsultant, Jim Pavelski of JT Engineering will assist with railroad coordination and documentation for the OCR hearing.
 - ii. Documentation to include hearing exhibits.
 3. Preliminary Design
 - a. Prepare a 30% design alternative for roadway improvements. Design assumptions include:
 - i. Raised medians approaching railroad crossings on Quincy Street
 - ii. Closures of Vanderbraak Street and Weise Street at railroad crossings.
 - iii. Maintain west curb line, if roadway is narrowed adjust the east curb.
 - iv. Maintain existing driveways for Procter & Gamble.
 - v. Relocate driveway across from Radisson Street for Green Bay Packaging.
 4. Cost Estimates
 - a. Provide a preliminary construction cost estimate for the proposed roadway improvements that can be used for planning purposes and communications with OCR.
 - b. Coordinate with Wisconsin DOT Railroads & Harbors on railroad improvement cost estimates.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Permit Fees will be paid by the owner.

Additional Services

- Assisting with public information meetings.
- Final design plans.
- Design requirements following Wisconsin DOT or federally funded project process.
- Title searches or Transportation Project Plat (TPP).
- WDNR or other required permitting.

Time Schedule

Ayres will perform the work described in the proposed timeline as follows. This is dependent on a Notice to Proceed by June 15, 2026, and timely reviews and feedback from the City, project stakeholders, and FOXY.

Coordination with GB Packaging, property owners and FOXY – June 2026
Assist City with submittal letter to OCR – June 2026
Topographic Survey and Data Collection – July 2026
Traffic and Safety Analysis – July 2026
30% plan – September 2026
Stakeholder preliminary plan review meetings – October 2026

Fee

Ayres will perform the above services based on Direct Labor Costs times a factor of 3.0 for services, plus reimbursable expenses and charges of independent professional associates and subconsultants. An approximate breakdown is attached in Appendix 1.

For railroad coordination subcontracted to JT Engineering, the consultant's actual cost to JT Engineering not to exceed \$10,000.00 based on their proposal dated May 22, 2026.

Compensation for all services provided by the consultant under the terms of the contract shall be for an amount not to exceed \$87,532.00

The below services are identified as 'if authorized' and shall not be performed unless the consultant receives written authorization from the owner. Email authorization shall be deemed acceptable written authorization.

Filing of petition and attending one OCR hearing	\$7,468
Preliminary design of traffic signals and crossing signals	\$8,500

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until July 1, 2026, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Troy Robillard, PE
Manager



Andy Rowell, PE
Project Manager

Accepted by Owner:

City of Green Bay

Owner's Name

Signature

Name

Title

Date



Reimbursable Expense Schedule (Effective May 03, 2026)

Policy: It's the policy of Ayres Associates Inc. that costs associated with equipment identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and formally audited annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

Nuclear Density \$105.00 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment \$63.10 Day

PHOTOGRAMMETRIC AND SURVEYING:

360 Camera \$17.60 Day
 Drone - Common \$56.56 Day
 Drone - Heavy Lift \$1,800.00 Day
 Geospatial Workstation \$10.10 Hour
 GPS \$71.80 Day
 High Precision Digital Level \$105.00 Day
 Laser/Automatic Level \$69.40 Day
 Phase One Camera \$750.00 Day
 Terrestrial LiDAR System \$430.00 Day
 Total Station (Robotic) \$100.00 Day
 True View UAS LiDAR System \$2,000.00 Day

SUBSURFACE UTILITY EQUIPMENT:

Utility Locating Device \$28.70 Day
 VAC Truck \$1,000.00 Day

TRAFFIC DATA COLLECTION:

Traffic Counter \$36.55 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV) \$240.00 Day
 Boat/Motor/Trailer \$365.00 Day
 Company Trucks \$1.00 Mile
 Personal Auto Current IRS Rate

Rented Equipment

Employee-owned Dive Gear \$15.00 Day
 Employee-owned Wet Suit \$10.00 Day
 Rental Bucket Lift Truck \$1,180.00 Day

Meals and Lodging (as of October 01, 2025)

GSA reviews and updates CONUS rates one time per year effective October 01.

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

Project Location Look-up:

1. Meal and lodging rates differ by location.
2. To search the projects location by City, State, or Zip Code use an interactive map of the United States, click here: www.gsa.gov/perdiem
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go here: www.naco.org and choose About Counties>County Explorer Data.

The following table shows the breakdown of the Basic (CONUS) rate for lodging, continental breakfast/breakfast, lunch, and dinner. The current CONUS per diem rate is \$178 for lodging and meals.

Rate Description	Explanation	Basic Rate Continental U.S (CONUS)
Lodging	Standard Rate (excludes taxes)	\$110
M & IE *	Meals and Incidental Expenses per www.gsa.gov website	\$68
<u>Rates for meals segregated by type</u>		
	Continental Breakfast/Breakfast	\$16
	Lunch	\$19
	Dinner	\$28
	Incidental expenses **	\$5
First & Last Day of Travel (Meals @ 75%)		\$51.00

* The meals and incidental expenses (M&IE) rate includes taxes and tips in the rate, so travelers will not be reimbursed separately for those items.

** [Federal Travel Regulation Chapter 300, part 300-3](#), under *Per Diem Allowance*, describes incidental expenses as: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.



Reimbursable Expense Schedule (Effective May 03, 2026)

Vendor Supplies - Actual Cost

Aerial mapping	GIS data	Presentation materials
Aerial Photography	Gloves (rubber or cloth)	Printing/Reproduction/Plots
55 gallon drums	GPS equipment	Public notice fees
Airfare	Hammer drill & accessories	Publications
Aluminum cap domes	Haz Matls Site Database Research	Rebar
Aluminum caps	Hub flags	Recording fees
Asphalt lab test	Hubs	Reference materials
All terrain vehicles	Hydrolift pump	Research fees
Audience response devices	Ice	Review Fees
Augering devices	Interface probing devices	Robotic survey equipment
Baggage fees	Internet services, faxes	Rope
Batteries	Lab services, testing, supplies	Safety equipment
Bentonite	Laser level	Safety supplies
Bid notice fees	Lath	Sampling Jars
Binders	Legal document costs	Scans
Binding	Legal notice fees	Sediment sampling
Bluelines/blueprints	LiDAR/HD Scanning Equipment	Shelby tubes
Bleach	Light rail fees	Shipping fees
Boat rental	Locking caps, caps	Shipping/postage (mass mailings)
Boat ramp fees	Locking well caps, well caps	Shuttles and taxis
Boundary posts/markers	Lodging/extended stay	Smoke bombs
Camera	Locks	Software – project specific
Car rentals/ fuel	Lumber crayons	Soil sample liners
Carbon dioxide tubes	Magic markers	Spatulas
Casing	Maps	Spikes and caps
Climbing gear	Marking paint	Stake chasers
Computer flash drives	Materials testing (cylinders/aggregate)	Stake tack
Concrete	Meals	Survey markers
Concrete coring	Medical monitoring	Syringes
Concrete testing/equipment	Medical testing	T posts
Concrete cylinder molds	Meeting room rental	Teflon bailers
Corner marker pipe	Methanol	Telephone (employee reimb)
Data research/services/materials	Micron filters	Temporary help agencies
Decontamination materials	Models	Temporary housing/lodging
Depth-sounder meters	Monuments	Testing kits
Disposable bailers	Multi-spectral scanner	Tide gauges
Disposable cameras	Mylar	Toll fees
Disposable gloves	Nail marker tabs	Total station
Distilled water	Nails	Traffic control/protection
Dividers and tab stock	Nuclear Density Meter	Traffic counting equipment
Drill bits	On-line access fees	Traffic data fee
Drone	On-line survey research	Tubing
Dry-lock fast plugs	Oxygen meter	Tyvek Suit
Duct tape	Paper towels	Ultrasonic/weld testing
Equipment rental	Parking fees	Utility exploration & trenching equipment
Fees/permits/licenses titles	Permit fees	Vapor sampling
Fence posts and caps	Photography - Time-lapse photos	Vellum
Field books	Pipe	Vials
Filler paper	Pipettes	Video recording equipment
Film/development/photos	Plan fees	Washers
Flags and Flagging tape	Plastic bags	Water filters
Flow & FLOW 3D testing equipment	Plastic-coated line	Water/Sewer testing equip, sup
flow meters	Plats/recording fees	Water level recording devices
Gaskets	Plots	Well materials
Generator rental	Polyethylene bailers	Well seals
Geotechnical testing/lab services	Public info meetings/costs	Whiskers/chasers/markers

June 2, 2026

Valerie Joosten, Director of Public Works
City of Green Bay
100 N Jefferson Street, Room 300
Green Bay, WI 54301

Re: Quincy St Railroad Compliance Preliminary Design

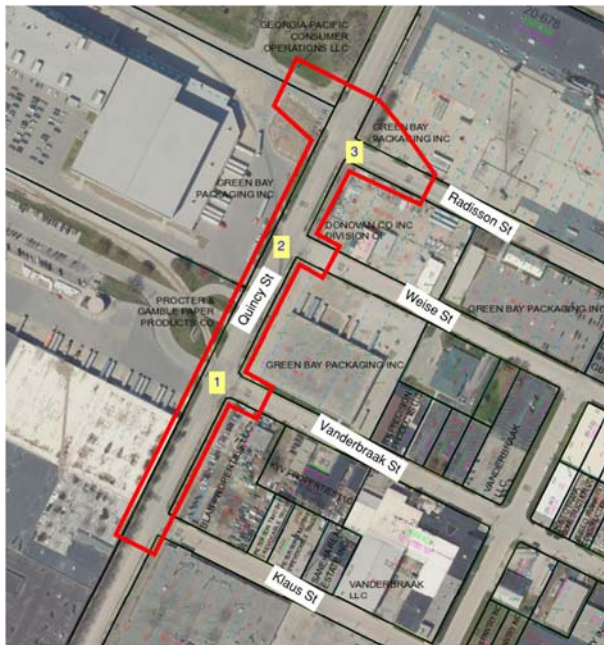
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Filing of petition and attending one OCR hearing	\$7,468
Preliminary design of traffic signals and crossing signals	\$8,500

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until July 1, 2026, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Troy Robillard, PE
Manager



Andy Rowell, PE
Project Manager

Accepted by Owner:

City of Green Bay

Owner's Name

Signature

Name

Title

Date



Reimbursable Expense Schedule (Effective May 03, 2026)

Policy: It's the policy of Ayres Associates Inc. that costs associated with equipment identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and formally audited annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

Nuclear Density \$105.00 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment \$63.10 Day

PHOTOGRAMMETRIC AND SURVEYING:

360 Camera \$17.60 Day
 Drone - Common \$56.56 Day
 Drone - Heavy Lift \$1,800.00 Day
 Geospatial Workstation \$10.10 Hour
 GPS \$71.80 Day
 High Precision Digital Level \$105.00 Day
 Laser/Automatic Level \$69.40 Day
 Phase One Camera \$750.00 Day
 Terrestrial LiDAR System \$430.00 Day
 Total Station (Robotic) \$100.00 Day
 True View UAS LiDAR System \$2,000.00 Day

SUBSURFACE UTILITY EQUIPMENT:

Utility Locating Device \$28.70 Day
 VAC Truck \$1,000.00 Day

TRAFFIC DATA COLLECTION:

Traffic Counter \$36.55 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV) \$240.00 Day
 Boat/Motor/Trailer \$365.00 Day
 Company Trucks \$1.00 Mile
 Personal Auto Current IRS Rate

Rented Equipment

Employee-owned Dive Gear \$15.00 Day
 Employee-owned Wet Suit \$10.00 Day
 Rental Bucket Lift Truck \$1,180.00 Day

Meals and Lodging (as of October 01, 2025)

GSA reviews and updates CONUS rates one time per year effective October 01.

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

Project Location Look-up:

1. Meal and lodging rates differ by location.
2. To search the projects location by City, State, or Zip Code use an interactive map of the United States, click here: www.gsa.gov/perdiem
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go here: www.naco.org and choose About Counties>County Explorer Data.

The following table shows the breakdown of the Basic (CONUS) rate for lodging, continental breakfast/breakfast, lunch, and dinner. The current CONUS per diem rate is \$178 for lodging and meals.

Rate Description	Explanation	Basic Rate Continental U.S (CONUS)
Lodging	Standard Rate (excludes taxes)	\$110
M & IE *	Meals and Incidental Expenses per www.gsa.gov website	\$68
<u>Rates for meals segregated by type</u>		
	Continental Breakfast/Breakfast	\$16
	Lunch	\$19
	Dinner	\$28
	Incidental expenses **	\$5
First & Last Day of Travel (Meals @ 75%)		\$51.00

* The meals and incidental expenses (M&IE) rate includes taxes and tips in the rate, so travelers will not be reimbursed separately for those items.

** [Federal Travel Regulation Chapter 300, part 300-3](#), under *Per Diem Allowance*, describes incidental expenses as: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.



Reimbursable Expense Schedule (Effective May 03, 2026)

Vendor Supplies - Actual Cost

Aerial mapping	GIS data	Presentation materials
Aerial Photography	Gloves (rubber or cloth)	Printing/Reproduction/Plots
55 gallon drums	GPS equipment	Public notice fees
Airfare	Hammer drill & accessories	Publications
Aluminum cap domes	Haz Matls Site Database Research	Rebar
Aluminum caps	Hub flags	Recording fees
Asphalt lab test	Hubs	Reference materials
All terrain vehicles	Hydrolift pump	Research fees
Audience response devices	Ice	Review Fees
Augering devices	Interface probing devices	Robotic survey equipment
Baggage fees	Internet services, faxes	Rope
Batteries	Lab services, testing, supplies	Safety equipment
Bentonite	Laser level	Safety supplies
Bid notice fees	Lath	Sampling Jars
Binders	Legal document costs	Scans
Binding	Legal notice fees	Sediment sampling
Bluelines/blueprints	LiDAR/HD Scanning Equipment	Shelby tubes
Bleach	Light rail fees	Shipping fees
Boat rental	Locking caps, caps	Shipping/postage (mass mailings)
Boat ramp fees	Locking well caps, well caps	Shuttles and taxis
Boundary posts/markers	Lodging/extended stay	Smoke bombs
Camera	Locks	Software – project specific
Car rentals/ fuel	Lumber crayons	Soil sample liners
Carbon dioxide tubes	Magic markers	Spatulas
Casing	Maps	Spikes and caps
Climbing gear	Marking paint	Stake chasers
Computer flash drives	Materials testing (cylinders/aggregate)	Stake tack
Concrete	Meals	Survey markers
Concrete coring	Medical monitoring	Syringes
Concrete testing/equipment	Medical testing	T posts
Concrete cylinder molds	Meeting room rental	Teflon bailers
Corner marker pipe	Methanol	Telephone (employee reimb)
Data research/services/materials	Micron filters	Temporary help agencies
Decontamination materials	Models	Temporary housing/lodging
Depth-sounder meters	Monuments	Testing kits
Disposable bailers	Multi-spectral scanner	Tide gauges
Disposable cameras	Mylar	Toll fees
Disposable gloves	Nail marker tabs	Total station
Distilled water	Nails	Traffic control/protection
Dividers and tab stock	Nuclear Density Meter	Traffic counting equipment
Drill bits	On-line access fees	Traffic data fee
Drone	On-line survey research	Tubing
Dry-lock fast plugs	Oxygen meter	Tyvek Suit
Duct tape	Paper towels	Ultrasonic/weld testing
Equipment rental	Parking fees	Utility exploration & trenching equipment
Fees/permits/licenses titles	Permit fees	Vapor sampling
Fence posts and caps	Photography - Time-lapse photos	Vellum
Field books	Pipe	Vials
Filler paper	Pipettes	Video recording equipment
Film/development/photos	Plan fees	Washers
Flags and Flagging tape	Plastic bags	Water filters
Flow & FLOW 3D testing equipment	Plastic-coated line	Water/Sewer testing equip, sup
flow meters	Plats/recording fees	Water level recording devices
Gaskets	Plots	Well materials
Generator rental	Polyethylene bailers	Well seals
Geotechnical testing/lab services	Public info meetings/costs	Whiskers/chasers/markers



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # E.2

Consideration with possible action on Development Agreement 26-03 with Velp Locust Investments, LLC for the redevelopment of 1409 Velp Avenue (Tax Parcel 6-45).

BACKGROUND

Velp Locust Investments, LLC ("Developer") intends to complete a project on 3.579 acres of land at 1409 Velp Avenue, which includes the construction of a multi-family development with approximately ninety (90) market-rate rental units comprised of three (3) 30-unit buildings.

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

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

As of January 1, 2026, the Property has an aggregate assessed value of \$564,000.00, which, based on the assessed tax rates in effect as of January 1, 2026, the Property yields approximately:

- \$11,766.00 in total real estate taxes annually (assessed mill rate of \$20.84);
- \$4,720.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).

Upon completion of the proposed Project, the City estimates the aggregate assessed property value of the Property to be at least \$9,500,000.00, which is anticipated to yield approximately:

- \$197,980.00 in total real estate taxes annually (assessed mill rate of \$20.84);
- \$79,420.00 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 create a new Tax Increment District ("TID 33" 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.

RECOMMENDATION

Approve Development Agreement 26-03 with McVestments, LLC for the redevelopment of 1409 Velp Avenue (Tax Parcel 6-45).

FISCAL IMPACT

The proposed TIF incentive includes:

- PAYGo TIF Reimbursement — Available TIF Increment to be provided to the Developer according to the following reimbursement percentages:
 - Eighty-five percent (85%) for the first five years (2029-2033)
 - Seventy-five percent (75%) for the subsequent five years (2034-2038)
 - Thirty-five percent (35%) thereafter until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$2,000,000.00.

No levy dollars will be used for this project.

ATTACHMENTS

- I. Velp - Locust DA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 26-03
VELP LOCUST RESIDENTIAL DEVELOPMENT

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 VELP LOCUST INVESTMENTS, 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>
6-45	1409 Velp Ave	3.579	\$564,600

- B. The parcels listed above, along with any public property to be vacated, shall be referred to as the “Property.” The Property comprises approximately three and 579 thousandths (3.579) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a multi-family development with approximately ninety (90) market-rate rental units comprised of three (3) 30-unit buildings. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2026, the Property has an aggregate assessed value of Five Hundred Sixty-Four Thousand and Six Hundred Dollars (\$564,600), which based on the assessed tax rates in effect as of January 1, 2026, the Property yields approximately:
1. Eleven Thousand Seven Hundred Sixty-Six Dollars (\$11,766) in total real estate taxes annually (assessed mill rate of \$20.84);
 2. Four Thousand Seven Hundred Twenty Dollars (\$4,720) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.36).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Nine Million Five Hundred Thousand Dollars (\$9,500,000), which is anticipated to yield approximately:
1. One Hundred Ninety-Seven Thousand Nine Hundred Eighty Dollars (\$197,980) in total real estate taxes annually (assessed mill rate of \$20.84);

2. Seventy-Nine Thousand Four Hundred Twenty Dollars (\$79,420) 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.

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

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

I. PURPOSE

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

Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be Five Hundred Sixty-Four Thousand and Six Hundred Dollars (\$564,600).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means VELD LOCUST INVESTMENTS, 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 C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself. Public Art does not include decorative concrete in sidewalks or other thoroughfare, decorative lighting with the primary purpose of providing street, sidewalk, or parking lot light, usual and customary landscaping, awnings or other building adornment, or any other improvements incidental to building construction.
- 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. 2.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means the future Tax Increment District to be created in 2026 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the 'TID'), effective January 1, 2026, which includes the Property and may include adjacent property, and which

will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”

- T. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - 1. 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 April 1, 2028, the TIF Increment would be determined as of November 2028 and the PAYGo reimbursement would first be payable in 2029.
 - 2. Qualified Expenditures. PAYGo reimbursements shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) “Private Improvements” specifically approved by the City or RDA as stated in Section IV. C.; then

c) Any other activity specifically approved by the City or RDA.

3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive from 2029 to 2033 shall not exceed eighty-five percent (85%) of the Available Tax Increment for the Property. The TIF Incentive from 2034 to 2038 shall not exceed seventy-five percent (75%) of the Available Tax Increment for the Property. Any available TIF Incentive after 2038 shall not exceed thirty-five percent (35%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of Two Million Dollars (\$2,000,000) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, 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 the TIF Incentive payable to the Developer in tax years 2028 through 2053 (the PILOT Term) shall fall below \$187,000 (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 meet 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 of 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.

1. Shortfall. In any PILOT Term year in which the actual aggregate Annual Assessed Value falls below the applicable Minimum Assessed Value, and such shortfall is primarily attributable to Developer or any successor or assignee owner's failure to maintain, complete, or operate the improvements in accordance with this Agreement, the Developer, successor or assignee owner shall pay a Payment in Lieu of Taxes ('PILOT Payment') equal to the amount of Tax Increment that would have been generated had the Property been assessed at the applicable Minimum Assessed Value using the mill rates actually in effect for that tax year, minus the actual TIF Incentive available to Developer based on the actual Annual Assessed Value.
 2. Exception. No PILOT Payment shall be due in any PILOT Term year in which the Annual Assessed Value falls below the Minimum Assessed Value primarily attributable to:
 - a) A market-wide decline in assessed values affecting comparable properties within the TID, as documented by City assessment records for the TID as a whole;
 - b) TID administrative action, State decertification of the TID, or other governmental action outside Developer's control; or
 - c) A Force Majeure event under §X.G that has materially impaired the applicable improvements for more than 180 days.
 3. Invoice. The City shall invoice the Developer and the applicable Phase LLC no later than January 31 of the year following the applicable tax year, including the projected shortfall, the assessed value data relied upon, and the mill rates applied. Developer and the Phase LLCs retain all statutory rights to notice, hearing, and appeal under Wis. Stats. §70.41(7), regarding an objection to valuation, and Wis. Stats. §66.0703 with respect to any special assessment levy.
- 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.

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 this agreement. The Concept Plan shall clearly identify:
 1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property

3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to September 1, 2026, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to August 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 Thirteen Million Forty-One Thousand Dollars (\$13,041,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than September 1, 2026, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third-party financing is used to pay Project costs.
- G. Proof of Financing. By no later than September 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. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2026. Construction shall be completed no later than December 31, 2027. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- K. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- M. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- N. Transfer or Sale of Project Property.
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.
- O. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- P. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

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

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

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

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

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

I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$500,000.00) policy limit.

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

improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

R. General Indemnity.

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

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

VIII. DEFAULT

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

proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

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

exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-one (21) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2047.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

100 North Jefferson Street
Green Bay, WI 54301
e-mail: 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
 facsimile: 920-448-3426

To the Developer: Velp Locust Investments, LLC
 Attention: Garritt Bader
 300 North Van Buren Street
 Green Bay, WI 54301
 e-mail: gb@gb-re.com
 phone: 813-500-0296

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


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

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


[Signature pages follow]

EXHIBIT A
Property Map






1:2,257



1" = 188'



Feet

City of Green Bay

Legend

<p>ParcelLine</p> <p>SubType</p> <ul style="list-style-type: none"> — Block boundary — Bulkhead Line — Historic Parcel Line (20'under) — Hydrography 	<ul style="list-style-type: none"> --- 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 	<p>TaxP</p> <ul style="list-style-type: none"> R U V C G H R T_{GB - GIS}
--	--	--

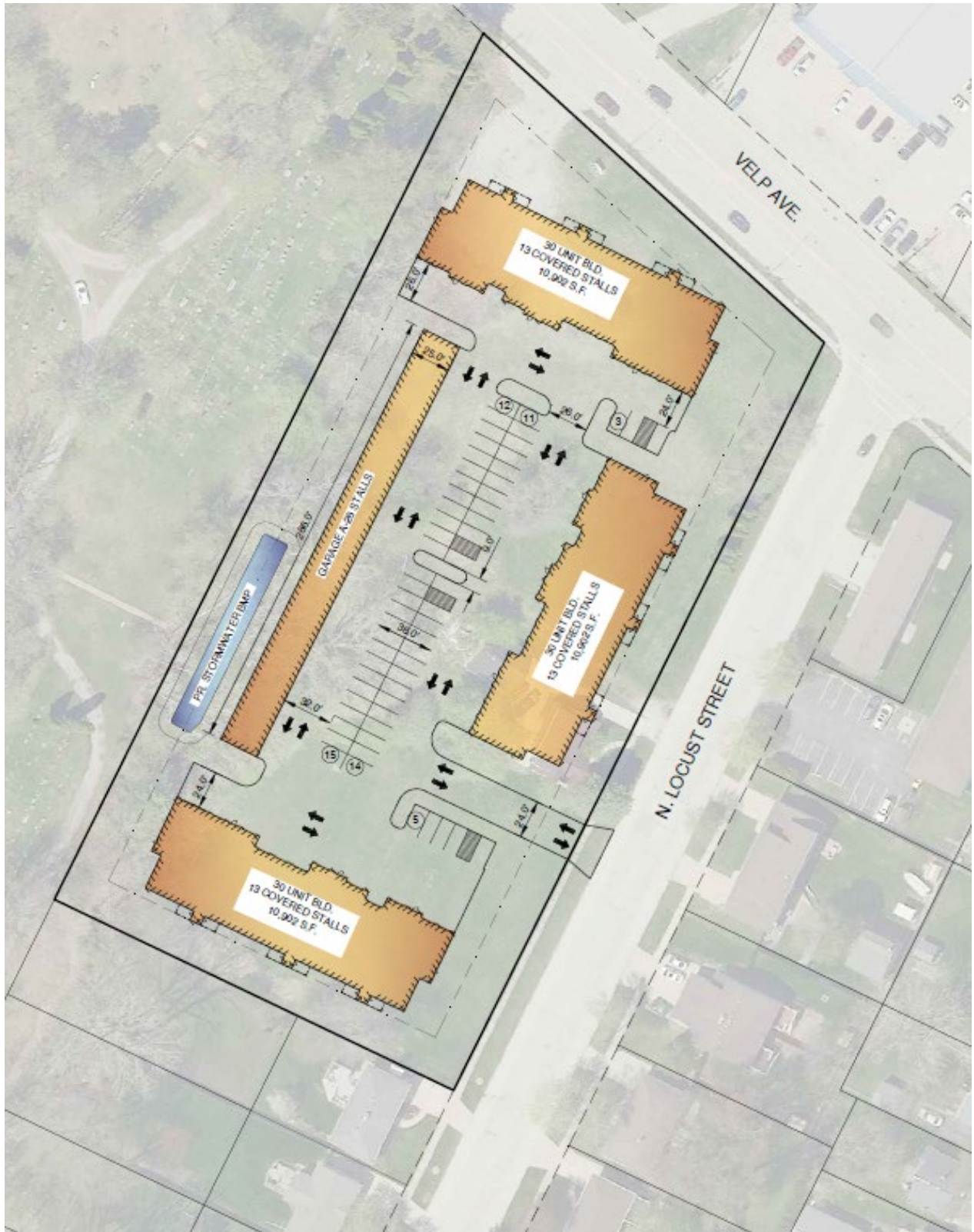
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

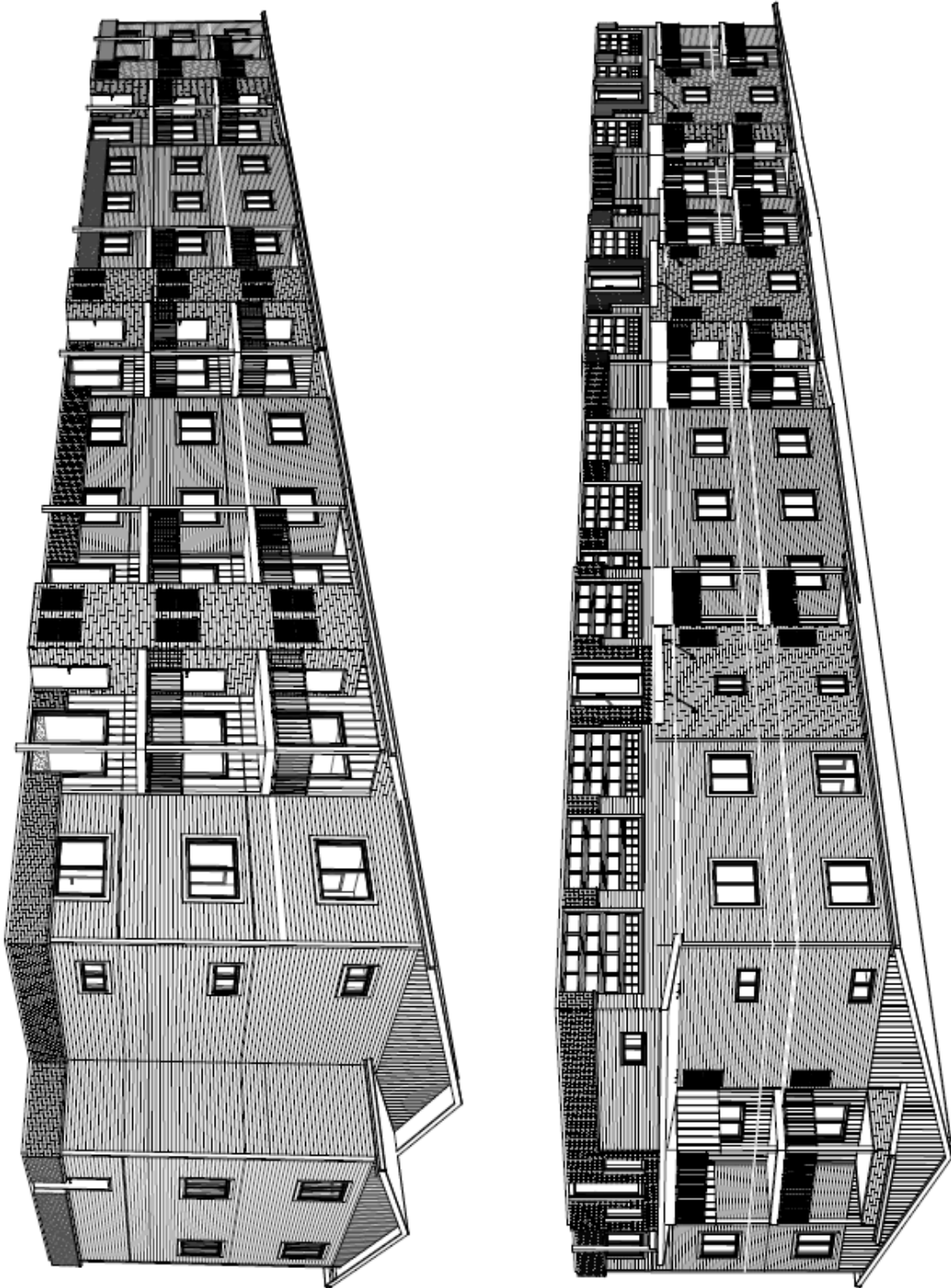
Date Printed: 22 May 2025

EXHIBIT B
Legal Description

1409 Velp Ave. Parcel 6-45: MILITARY RESERVE N 1/2 OF PRT OF LOT 72 SW OF VELP AV EX 233
D 258 & EX 247 D 592 & EX 310 D 66 & EX 324 D 86 & EX 791 R 445 & EX 958 D 375 & EX 12 CSM
9 & EX PCL 161 OF TPP 1450-04-21-4.24

EXHIBIT C
Preliminary Concept Plan





A 2.1	DATE: _____
	ARCH: _____ D. BY: _____ JOB: _____ REV: _____

Proposed Building For:
VELP AVE.
 GREEN BAY, WISCONSIN





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

Will Peters

AGENDA ITEM # E.3

Consideration with possible action to approve a term sheet with Greater Green Bay Habitat for Humanity for the development of Lots 1-7 on Vernon Taylor Drive 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 compliment the East Side Imperial Pride Neighborhood 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 that 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.

Greater Green Bay Habitat for Humanity is proposing to build seven (7) single-family homes. The project includes the construction of two (2) single-family, 3-bedroom, 2 full-bath homes with 2 stall garages and five (5) single-family, 4-bedroom, 2, full-bath homes with 2 stall garages. All seven homes will be made available to households at or below 80% of the area's median income. All seven homes will be placed in the Green Bay Housing Partnership Community Land Trust upon sale to a qualified homebuyer. The design of the two, 3-bedroom homes will match the "Jackson" design as illustrated in the City of Green Bay's Design Plan Guide. The design of the five, 4-bedroom homes will match Greater Green Bay Habitat for Humanity's "Roosevelt" design and/or the City of Green Bay's "Chicago" design as illustrated in the City of Green Bay's Design Plan Guide.

Productive conversations are underway regarding the subsidy need. Preliminary calculations show the primary gap will exist on the sale of the home to an income-eligible household. This will most likely be addressed through down payment assistance or other subsidy mechanisms still being discussed. While staff and Greater Green Bay Habitat for Humanity continue to refine numbers, staff would like to see a Term Sheet approved outlining the key terms of a future Development Agreement. Regarding construction costs, the subsidy request is not to exceed \$40,000 per lot subsidy. The goal is to bring a full Development Agreement back to the RDA in July.

RECOMMENDATION

To approve a term sheet with Greater Green Bay Habitat for Humanity for the development of Lots 1-7 on Vernon Taylor Drive of the JBS Redevelopment Site.

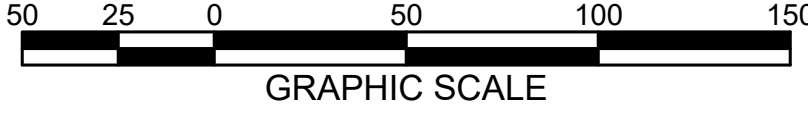
FISCAL IMPACT

ATTACHMENTS

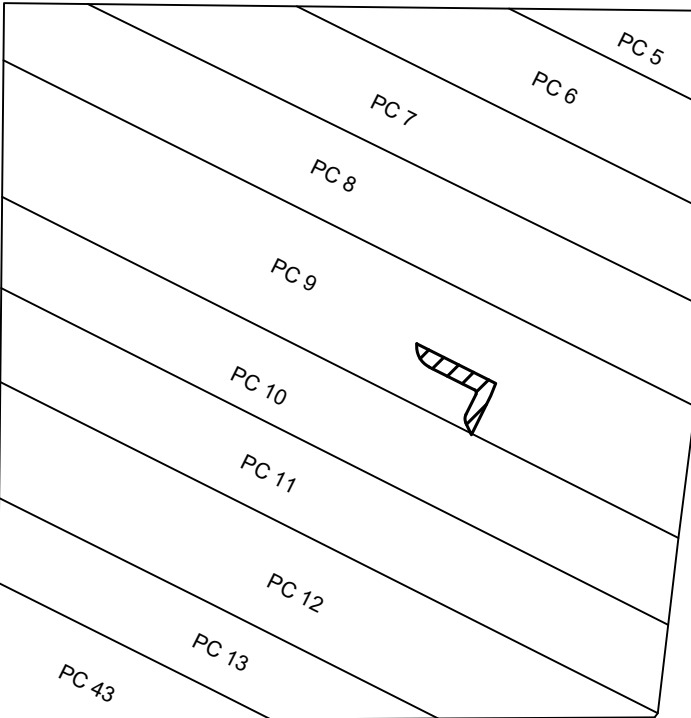
1. CP 25-08 JBS Neighborhood Flagship Plat (Updated)
2. Term Sheet Habitat JBS

JBS NEIGHBORHOOD FLAGSHIP

ALL OF LOT 2 OF CERTIFIED SURVEY MAP #9773, RECORDED AS DOCUMENT #3068067, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



NORTH IS REFERENCED TO THE NORTH LINE OF PRIVATE CLAIM 10, E.S.F.R., BETWEEN BROWN COUNTY SURVEY ID POINT 31D/E-2/3 AND BROWN COUNTY SURVEY ID POINT 31G/H-9/10, WHICH BEARS N63°13'19"E.
BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.



LOCATION SKETCH NOT TO SCALE

APPROVING / OBJECTING AGENCIES:
CITY OF GREEN BAY
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

DEVELOPER:
CITY OF GREEN BAY REDEVELOPMENT AUTHORITY
PH. (920) 448-3400
100 N JEFFERSON STREET, SUITE 608
GREEN BAY, WI 54301

CERTIFICATE OF THE CITY OF GREEN BAY
APPROVED FOR THE CITY OF GREEN BAY, AS REQUIRED BY WISCONSIN STATUTES CHAPTER 236, AND THE CITY OF GREEN BAY MUNICIPAL CODE CHAPTER 36, SUBDIVISION AND PLATTING, ON THIS ____ DAY OF _____, 20__

CHERYL RENIER-WIGG - DEVELOPMENT DIRECTOR

CERTIFICATE OF THE GREEN BAY CITY CLERK
AS THE DULY APPOINTED CITY CLERK FOR THE CITY OF GREEN BAY, I HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT.

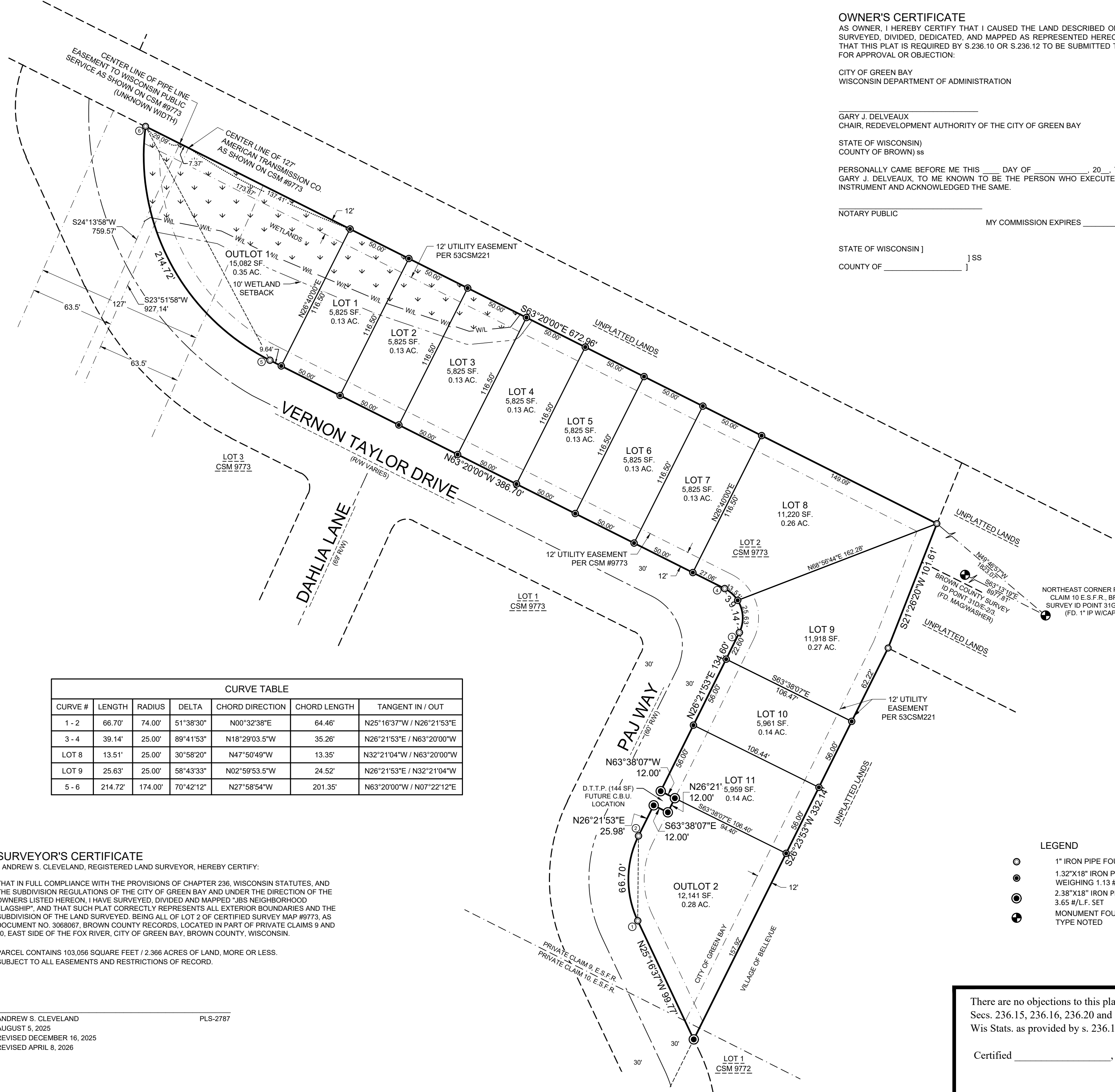
CELESTINE JEFFREYS DATE
GREEN BAY CITY CLERK

BROWN COUNTY TREASURER'S CERTIFICATE
AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATE LISTED BELOW.

RAYMOND SUENNEN DATE
BROWN COUNTY TREASURER

- NOTES**
- THIS PLAT IS ALL OF PARCEL 23-243-1-1.
 - CITY OF GREEN BAY ZONING AND BUILDING APPROVALS ARE REQUIRED PRIOR TO COMMENCING CONSTRUCTION OF BUILDINGS, STRUCTURES, DRIVES, OR PARKING AREAS, AND MAY ALSO BE REQUIRED PRIOR TO COMMENCING GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBING ACTIVITY.
 - THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE CITY HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.
 - WETLANDS DELINEATED BY BAY ENVIRONMENTAL STRATEGIES, INC. JUNE 21, 2022.

- RESTRICTIVE COVENANTS**
- THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ADJOINING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
 - EACH LOT OWNER SHALL GRADE THE PROPERTY TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.
 - NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINE, A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.
 - OUTLOT 1 AND LOTS 1-4 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES DELINEATED WETLANDS, ALL LAND WITHIN 10-30 FEET OF LESS SUSCEPTIBLE WETLANDS, ALL LAND WITHIN 50 FEET OF MODERATELY SUSCEPTIBLE WETLANDS, ALL LAND WITHIN 75 FEET OF HIGHLY-SENSITIVE WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	TANGENT IN / OUT
1 - 2	66.70'	74.00'	51°38'30"	N00°32'38"E	64.46'	N25°16'37"W / N26°21'53"E
3 - 4	39.14'	25.00'	89°41'53"	N18°29'03.5"W	35.26'	N26°21'53"E / N63°20'00"W
LOT 8	13.51'	25.00'	30°58'20"	N47°50'49"W	13.35'	N32°21'04"W / N63°20'00"W
LOT 9	25.63'	25.00'	58°43'33"	N02°59'53.5"W	24.52'	N26°21'53"E / N32°21'04"W
5 - 6	214.72'	174.00'	70°42'12"	N27°58'54"W	201.35'	N63°20'00"W / N07°22'12"E

SURVEYOR'S CERTIFICATE
I, ANDREW S. CLEVELAND, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:
THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE CITY OF GREEN BAY AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "JBS NEIGHBORHOOD FLAGSHIP" AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED, BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP #9773, AS DOCUMENT NO. 3068067, BROWN COUNTY RECORDS, LOCATED IN PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE OF THE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 103,056 SQUARE FEET / 2.366 ACRES OF LAND, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

ANDREW S. CLEVELAND
AUGUST 5, 2025
REVISED DECEMBER 16, 2025
REVISED APRIL 8, 2026

OWNER'S CERTIFICATE
AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED, AND MAPPED AS REPRESENTED HEREON. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

CITY OF GREEN BAY
WISCONSIN DEPARTMENT OF ADMINISTRATION
GARY J. DELVEAUX
CHAIR, REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

STATE OF WISCONSIN)
COUNTY OF BROWN) ss
PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20__, THE ABOVE NAMED GARY J. DELVEAUX, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
COUNTY OF _____] ss

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CITY OF GREEN BAY
JBS NEIGHBORHOOD FLAGSHIP
FINAL PLAT

NO.	REVISION DESCRIPTION
2	APR. 8, 2026 (ADJUSTED LOT LINES)
1	DEC. 16, 2025 (REVIEW COMMENTS)

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20__
Department of Administration

DATE: AUGUST 5, 2025
DRAFTED BY: JSH
CHECKED BY: ASC / BRW
PROJECT NO.: 2352-01-25
DRAWING NUMBER: 1942
SHEET NUMBER: 1 OF 1

TERM SHEET
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY AND
GREATER GREEN BAY HABITAT FOR HUMANITY
LOTS 1-7 VERNON TAYLOR DRIVE - JBS REDEVELOPMENT SITE

PARTIES	
Authority (RDA)	Redevelopment Authority of the City of Green Bay 100 North Jefferson Street, Room 608, Green Bay, WI 54301
Developer	Greater Green Bay Habitat for Humanity 1967 Allouez Ave, Green Bay, WI 54311
PROJECT OVERVIEW	
Project Name	JBS Neighborhood Flagship Development — Lots 1–7 Vernon Taylor Drive
Parcel Reference	Lots 1–7 Vernon Taylor Drive, Part of Parcel 23-243-1-1
Project Scope	Construction of 7 single-family, owner-occupied homes: <ul style="list-style-type: none"> • 2 homes: 3-bedroom, 2 full bath plus 2 stall garage • 5 homes: 4-bedroom, 2 full bath plus 2 stall garage
Design Requirement	Two (2) of the homes must match the “Jackson” design as shown in the City of Green Bay’s Design Plan Book. The remaining 5 must match Greater Green Bay Habitat For Humanity’s “Roosevelt” Design or the City of Green Bay’s “Chicago” Design.
PROPERTY TRANSFER	
Transfer Mechanism	RDA transfers parcels via Warranty Deed to Greater Green Bay Habitat for Humanity upon execution of a Development Agreement.
End Disposition	Developer to transfer ownership of properties to Green Bay Housing Partnership Community Land Trust upon sale to qualified home buyer.
FINANCIAL IMPACT	
Sale Price	To help maintain affordability, lots will be sold for one dollar (\$1.00) per lot.
Subsidy Request	For construction purposes not to exceed \$40,000 per lot
PROJECT TIMELINE	
Commencement Date	[2026— to be specified in agreement]
Completion Date	[TBD — to be specified in agreement]

SIGNATURE PAGE TO FOLLOW

Redevelopment Authority of the City of Green Bay

Gary J. Delveaux, Chairman

Cheryl Renier-Wigg, Secretary

Developer: Greater Green Bay Habitat for Humanity

Jessica Diederich



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

MEETING DATE

June 9, 2026

PREPARED BY

Will Peters

AGENDA ITEM # E.4

Consideration with possible action to approve a term sheet with NeighborWorks Green Bay for the development of Lots 1-6 on Dahlia Lane 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.

NeighborWorks Green Bay is proposing to build six (6) single-family townhomes on Lots 1-6 located on Dahlia Lane. All are 3 bedrooms, 2.5 baths over an unfinished basement and a 2-car garage. Four of the six units will be made affordable through the Green Bay Housing Partnership Community Land Trust and the remaining two units will be unrestricted, but listed for an attainable price for modest income households. The townhome design meets the City's desired design requirements.

Productive conversations are underway regarding subsidy needs, but preliminary calculations show NeighborWorks will have a gap of \$226,000.00-\$275,000.00. While staff and NeighborWorks Green Bay continue to refine numbers, staff would like to proceed with the approval of a Term Sheet with construction costs not to exceed \$275,000.

Staff recommends approval of the Term Sheet with NeighborWorks Green Bay for the development of Lots 1-6 located on Dahlia Lane. The goal is to bring a full Development Agreement back to the RDA in July for approval.

RECOMMENDATION

To approval of the Term Sheet with NeighborWorks Green Bay for the development of Lots 1-6 located on Dahlia Lane of the JBS Redevelopment Site.

FISCAL IMPACT

ATTACHMENTS

1. Phased Mapping
2. Term Sheet NeighborWorks JBS



TERM SHEET
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY AND
NEIGHBORWORKS GREEN BAY
LOTS 1-6 DAHLIA LANE - JBS REDEVELOPMENT SITE

PARTIES	
Authority (RDA)	Redevelopment Authority of the City of Green Bay 100 North Jefferson Street, Room 608, Green Bay, WI 54301
Developer	NeighborWorks Green Bay 437 South Jackson Street, Green Bay, WI 54301
PROJECT OVERVIEW	
Project Name	JBS Neighborhood Flagship Development — Lots 1–6 Dahlia Lane
Parcel Reference	Lots 1–6 Dahlia Lane, Part of Parcel 23-243-1-2
Project Scope	Construction of six (6) single-family, 3-bedroom, 1.5 bath townhomes with 2-car attached garages.
Design Requirement	Townhomes will be designed in a similar style to the “Navarino” Townhome Development with finishes and characteristics that blend with the neighboring developments on the JBS Redevelopment Site.
PROPERTY TRANSFER	
Transfer Mechanism	RDA transfers parcels via Warranty Deed to NeighborWorks Green Bay upon execution of a Development Agreement.
End Disposition	Developer to transfer ownership of properties to Green Bay Housing Partnership Community Land Trust upon sale to qualified home buyer.
FINANCIAL IMPACT	
Sale Price	To help maintain affordability, lots will be sold for one dollar (\$1.00) per lot.
Subsidy Request	For construction purposes not to exceed \$275,000
PROJECT TIMELINE	
Commencement Date	[TBD — to be specified in agreement]
Completion Date	[TBD — to be specified in agreement]

SIGNATURE PAGE TO FOLLOW

Redevelopment Authority of the City of Green Bay

Gary J. Delveaux, Chairman

Cheryl Renier-Wigg, Secretary

Developer: NeighborWorks Green Bay

Noel Halvorsen



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

MEETING DATE

June 9, 2026

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # E.5

Consideration with possible action to approve a resolution authorizing the application for a Vibrant Spaces grant for the Pine Street Plaza project.

BACKGROUND

The Wisconsin Economic Development Corporation (WEDC) offers Vibrant Spaces grants to assist communities with creating vibrant and engaging public spaces that support economic vitality, enhance quality of life, and strengthen community identity.

Downtown Green Bay, Inc. (DGBI) proposes to facilitate a place making and public enhancement project at the Pine Street Plaza, generally located along the Pine Street corridor between Washington Street and the entrance to the City Deck.

The proposed improvements include public art, decorative lighting features, artistic streetscape enhancements, custom planters, and related public space activation elements intended to enhance the pedestrian experience, improve safety, and encourage continued downtown investment.

The WEDC Vibrant Spaces Grant Program requires the municipality to serve as the applicant and adopt a resolution authorizing submission of the grant application.

RECOMMENDATION

To approve the resolution authorizing submission of a WEDC Vibrant Spaces Grant application for the Pine Street Plaza project.

FISCAL IMPACT

ATTACHMENTS

1. FY26 Vibrant Spaces Grant Insert
2. Vibrant Spaces Authorizing Resolution
3. Vibrant Spaces Project Location Map

VIBRANT SPACES GRANT

ENCOURAGING PLACEMAKING EFFORTS IN WISCONSIN COMMUNITIES

The **Vibrant Spaces Grant**, an element of the Wisconsin Economic Development Corporation's (WEDC's) Community Development Investment (CDI) Grant Program, is designed to assist communities in creating vibrant and engaging spaces that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant, new and enhanced public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

How it works

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered per fiscal year. Previous awardees must wait at least one fiscal year between Vibrant Spaces awards (except for the City of Milwaukee, in which different commercial corridors may apply for a grant award annually). A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant. In the FY26 grant cycle, no more than 40 grants will be awarded. Applicants must provide a 1:1 match of the grant amount, with the exception of economically distressed communities or communities with population less than 5,000, which need only provide a 25% match.

Eligibility requirements

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space.
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private, and civic partners.
- Be ready to begin construction during the current WEDC fiscal year.
- Create visible and lasting transformations that foster public activity.

Eligible activities

Applications will be evaluated based on criteria including:

- Creation of visible and pedestrian-oriented public space
- Potential of the space to attract multiple user groups and activities

LEARN MORE

For more information about applying for a Vibrant Spaces Grant, contact a WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

- Impact of the project on the community, the district, and nearby businesses
- Demonstrated community support for the project (e.g., multiple funding partners, civic organization participation)

**RESOLUTION AUTHORIZING THE SUBMISSION OF A VIBRANT SPACES GRANT
APPLICATION FOR THE PINE STREET PLAZA PROJECT**

June 16, 2026

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) offers Vibrant Spaces grants to assist communities with creating vibrant and engaging public spaces that support economic vitality, enhance quality of life, and strengthen community identity; and

WHEREAS, Downtown Green Bay, Inc. (DGBI), proposes to facilitate a placemaking and public realm enhancement project at the Pine Street Plaza adjacent to the City Deck in Downtown Green Bay, generally located along the Pine Street corridor between Washington Street and the City Deck entrance; and

WHEREAS, the proposed project includes artistic streetscape enhancement, public art installations, decorative lighting features, interactive gathering elements, and related public space improvements intended to activate the corridor, improve the pedestrian experience, enhance public safety, and encourage continued downtown investment and revitalization; and

WHEREAS, DGBI has requested that the City of Green Bay serve as the applicant for a WEDC Vibrant Spaces grant to assist with implementation of the project; and

WHEREAS, submission of a municipal resolution authorizing the application is a requirement of the WEDC Vibrant Spaces grant program; and

WHEREAS, should grant funds be awarded and accepted, the City of Green Bay, with assistance from DGBI, will comply with all grant administration, reporting, and performance measurement requirements associated with the program; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay supports the Pine Street Plaza project and hereby authorizes the submission of a Vibrant Spaces grant application to WEDC for the purpose of implementing the proposed placemaking and public space improvements.

BE IT FURTHER RESOLVED that the Director of the Department of Community and Economic Development, or their designee, is hereby authorized to act on behalf of the City of Green Bay to prepare and submit the grant application and to execute any documents and take any actions necessary to carry out approved grant activities association with the project.

BE IT FINALLY RESOLVED that the City of Green Bay shall comply with all applicable requirements of the Vibrant Spaces grant program and with all state and federal laws, regulations, and grant conditions pertaining to the implementation of the project.

Adopted _____

Approved _____

Mayor

Attachment: Map



Brown County WI, Brown County Wisconsin



1"=94'



City of Green Bay

Legend

- | | | | |
|---------|----------------------------------|---|-------------------------|
| 1:1,128 | — Property Hook | --- Lines between deeds or lots (20pdashed) | — R |
| | — Parcel Line | — Lot boundary | — U |
| | — SubType | --- Meander line | — V |
| | — Block boundary | — Original Right of Way | TaxP |
| | — Bulkhead Line | — PLSS line | — C |
| | — Historic Parcel Line (20under) | — Parcel line | — G |
| | — Hydrography | — Plat boundary | — H |
| | | — Private Road Right of Way | — R |
| | | | — T _{GB} - GIS |

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

Date Printed: 02 Jun 2026



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2026
2. Check Report

Redevelopment Authority
 Financial Report
 CDBG
 6/1/2026

CDBG Entitlement Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	7,592.00	-	7,592.00	-	30,000.00
Public Services	176,633.00	72,694.26	-	69,390.44	145,847.83	34,088.99
CDBG Eligible Areas HILP Program	56,541.00	189,391.31	5,028.25	15,042.50	35,187.50	200,730.56
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	-	256,459.80	35,000.00	-	421,459.80
Administration	176,209.00	13,477.55	12,760.26	46,401.57	-	156,045.24
	\$ 938,354.00	\$ 625,538.47	\$ 274,248.31	\$ 556,930.44	\$ 181,035.33	\$ 1,100,175.01

CARES CDBG-CV Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI	-	675.35	-	-	-	675.35
	\$ -	\$ 675.35	\$ -	\$ -	\$ -	\$ 675.35

Redevelopment Authority
 Financial Report
 HOME
 6/1/2026

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,224.75	73,370.99	-	4,600.00	30,822.31	188,173.43
Downpayment Closing Cost Assistance	50,000.00	-	-	-	-	50,000.00
CHDO Projects	70,227.92	196,595.64	-	195,810.64	-	71,012.92
Housing Development Projects	151,108.63	1,793,047.28	93,004.33	-	1,099,698.00	937,462.24
Administration	67,620.00	83,628.84	10,333.81	29,925.36		131,657.29
HOME-ARP Admin	-	1,706,275.57	-	73,826.11	1,632,449.46	-
	\$ 489,181.30	\$ 3,852,918.32	\$ 103,338.14	\$ 304,162.11	\$ 2,762,969.77	\$ 1,378,305.88

City of Green Bay RDA
Check Register
30-Apr

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21985	05/12/2026	CITY OF GREEN BAY	31,411.21
21986	05/12/2026	FREEDOM HOUSE MINISTRIES, INC.	784.18
21987	05/29/2026	BOYS & GIRLS CLUB	825.71
21988	05/29/2026	CITY OF GREEN BAY	260.64
21989	05/29/2026	FREEDOM HOUSE MINISTRIES, INC.	673.29
21990	05/29/2026	NEIGHBORWORKS GREEN BAY	67,529.42
21991	05/29/2026	WE ALL RISE: AFRICAN AMERICAN RESOURCE CENTER	1,879.57
			<u>\$ 103,364.02</u>



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 9, 2026

PREPARED BY

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking 20260605

City of Green Bay Development Tracker (Large Scale) - June 2026

	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
Multi-family								
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 approved 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, to be 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	One Astor	Spark Development	100 E. Mason	Market rate multi-family rental	Construction underway	Total #	Under 80%	\$15,500,000.00
						126	0	
10	Tank & Elmore Schools	TBD	814 S Oakland Ave, 615 Ethel Ave	Adaptive reuse to multifamily	RFP under review w/ GBAPS	Total #	Under 80%	\$0.00
						0	0	
						Total #	Under 80%	

11	1531 Main Street	GB Real Estate	1531 Main Street	Market rate multi-family rental	PO deadline 7/12/26	40	0	\$3,000,000.00
12	1409 Velp	Velp Locust Investments LLC	1409 Velp Ave	Market rate multi-family rental	DA/TIF request being considered at June RDA	Total # 90	Under 80% 0	\$9,500,000.00
Single-family								
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 starting this summer	Total # 41	Under 80% 0	\$10,000,000.00
Commercial								
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	Tenant recruitment 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 underway	Total # 0	Under 80% 0	TBD
18	Green Bay Public Market	On Broadway, Inc	211 N. Broadway	Public Market	DA amendment terms under negotiation	Total # 0	Under 80% 0	\$7,000,000.00
19	United Soccer League Stadium	USL	TBD	Soccer Stadium	Site selection, owner recruitment underway	Total # 0	Under 80% 0	TBD
Industrial								
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
TOTALS	1,331	85	\$184,600,000.00