



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, APRIL 10, 2018, 1:30 PM
CITY HALL, ROOM 310**

A. Roll Call.

- I. Members: Harry Maier, Chair; Gary Delveaux, Vice-Chair; Jim Blumreich, Ald. Joe Moore, Melanie Parma, Matt Schueller, and Tom Weber. Liaisons: Jeff Mirkes, Leah Weycker, and Brian Johnson.

B. Approval of the Agenda.

- I. Approval of the agenda for the April 10, 2018, meeting of the Redevelopment Authority.

C. Approval of Minutes.

- I. Approval of the minutes from the March 13, 2018, regular meeting of the Redevelopment Authority.

D. New Business.

- I. Election of Chair and Vice-Chair of the Redevelopment Authority.
2. Selection of members to serve on various subcommittees of the Redevelopment Authority.

3. Consideration with possible action on Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112).

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

4. Consideration with possible action on Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Tax Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2).

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5. Consideration with possible action to rescind initial offer to award 1130 Stuart Street to Good Faith Framing and Remodeling and award to Mitch's Hometown, LLC according to updated grading.
6. Consideration with possible action to execute a development agreement with Growth Process, LLC d.b.a. Redefined Homes for 871 West Mason Street (parcel 2-450).
7. Consideration with possible action to execute a 60-day planning option with Givadaam Ventures, LLC for 1915 Harold Street (Parcel 21-2165).
8. Consideration with possible action to purchase real estate at 401 S. Broadway (Tax Parcel 3-568) for twenty thousand dollars (\$20,000.00) using Neighborhood Enhancement Funds.
9. Consideration with possible action on the sale of 435 Newhall Street.
10. Consideration with possible action for sale of Baylake Bank property at 310 N. Washington Street (Tax Parcel 12-86-1).

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E. Informational.

1. Financial report and check register.
2. Director's Report and Project Updates.

F. Next Meeting Date

1. May 8, 2018 at 1:30 PM

G. Adjournment

- 1) THIS MEETING IS VIDEOTAPED: 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 Redevelopment Authority will attend this meeting and will constitute a meeting of the Redevelopment Authority 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.

Redevelopment Authority of the City of Green Bay
Subcommittee Members
Appointed 3/14/17

Funding Administration Subcommittee

Jim Blumreich
Gary Delveaux
Joe Moore

Real Estate Subcommittee

Melanie Parma
Matt Schueller
Tom Weber

Community Development Revolving Loan Fund Committee

Gary Delveaux
Matt Schueller



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Kevin Vonck, CED Director

AGENDA ITEM # D.3.

Consideration with possible action on Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112).

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

BACKGROUND

A Developer, Whitney School Development, LLC (a subsidiary of MKE View, LLC), intends to completely renovate the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities.

The project supports our community and economic development strategy to become the City of choice for residents, business, students, and visitors by making the property more:

- safe: adds new structures using latest codes; invests in a neighborhood with above-average police calls
- healthy: reduces imperviousness, enhances the natural landscape, and encourages travel by foot, bicycle, and transit
- connected: interacts positively with adjacent properties, the neighborhood, and community
- loved: rehabilitates a historically-significant structure; expands the range of residential real estate products and housing choices

RECOMMENDATION

Approve Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112), subject to minor legal and technical changes.

FISCAL IMPACT

As of January 1, 2018, the Property has an aggregate assessed value of six hundred and forty-two thousand, three hundred dollars (\$642,300.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- \$14,638.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$14,638.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and

- \$5,793.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, five hundred thousand dollars (\$2,500,000.00), which is anticipated to yield approximately:

- \$56,975.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$56,975.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$22,550.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. There are documented expenses over and above a “normal” development project and traditional financing options cannot fully cover such expenses. We are recommending a pay-as-you-go (PAYGo) obligation of the City, for which the TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property; and the City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

ATTACHMENTS

- I. 8 - Whitney School - A - 9-112 - 180406 - Development Agreement - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-01-A
WHITNEY SCHOOL APARTMENTS

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and Whitney School Development, 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>
9-112	215 N. Webster Avenue	1.207

- B. The parcels listed above, along with a twelve (12)-foot-wide Public Alley east of Van Buren Street and west of Webster Avenue, which connects Pine Street on the north to Cherry Street on the south, shall be referred to as the "Property." The Property comprises approximately [1.207] acres of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the Developer shall cause a certified survey map to be prepared, approved and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which consists of renovating the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six hundred and forty-two thousand, three hundred dollars (\$642,300.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$14,638.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$14,638.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$5,793.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2020 to be two million, five hundred thousand dollars (\$2,500,000.00), which is anticipated to yield approximately:
1. \$56,975.00 in total real estate taxes annually (assessed mill rate of \$22.79);

2. \$56,975.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$22,550.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, 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, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that neglected historic structures will be rehabilitated, the physical environment will be enhanced, the range of residential real estate products will be increased, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, 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 fifty thousand, nine hundred dollars (\$550,900.00). Any change to the boundary of the Property, through a certified survey map or other means, shall not change on the Base Value.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Whitney School Development, LLC or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public 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.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- O. "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.
- P. "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.
- Q. "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.
- R. "TID" means Tax Increment District Number Twenty ("TID 20" or the "TID"), of the City of Green Bay, for which the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create this new conservation and rehabilitation or blight TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "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:

1. PAYGo Reimbursement. The City shall provide an 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) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer, subject to the limitations in III. C.
- e) PAYGo. Commencing in the year after the first occupancy permit for the Project has been issued, reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

2. Qualified Expenditures. The TIF Incentive shall only fund:

- a) Public Improvements, as defined in Section II. M., and environmental remediation and asbestos abatement as required by State and Federal law;
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.

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 in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of:
 - a) the termination date of the TID;
 - b) or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to October 31, 2018, 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.
- B. Construction Documents. Prior to October 31, 2018, 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 determined by the RDA to be appropriate.
- C. Development Budget. Prior to October 31, 2018, 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 five million, five hundred thousand dollars (\$5,500,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 2.
- 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.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 31, 2018, proof of equity of not less than five percent (5%) in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than October 31, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than October 31, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Prior to October 31, 2018 Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2018. Construction of the Whitney School apartments shall be completed no later than December 31, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.

- I. 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. This prohibition shall not be deemed to prohibit or restrict leasing to tenants or granting any other right to occupy and use any portion or portions of the Property. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
- I. 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 prior to or during Developer's ownership or occupancy of 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.
5. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
 - 2. 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 - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. 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 - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

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

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
- 2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Governmental Approvals. Developer shall have obtained final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development of the Project.
- D. Project Financing. Developer shall have obtained equity and financing for development of the Project in amounts sufficient to complete the Project according to the plans and specifications.

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.

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 thirty (30) 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 ninety (90) 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;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. TIF payments shall terminate at the termination date of the TID; or the termination of this Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections 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. 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.
- B. 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.

- C. 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.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street

Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: Whitney School Development, LLC
 c/o Milwaukee View, LLC
 Attention: Lindsey Bovinet
 225 E. St. Paul Avenue, Suite 200
 Milwaukee, WI 53202

With Copy to: Reinhart Boerner van Deuren, s.c
 Attention: William R. Cummings, Esq.
 1000 N. Water Street, Suite 1700
 Milwaukee, WI 53202

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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 or encumbrances 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).

- P. 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.
- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
WHITNEY SCHOOL DEVELOPMENT, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____, a member of WHITNEY SCHOOL DEVELOPMENT, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

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

By: _____
Harry Maier, Chair

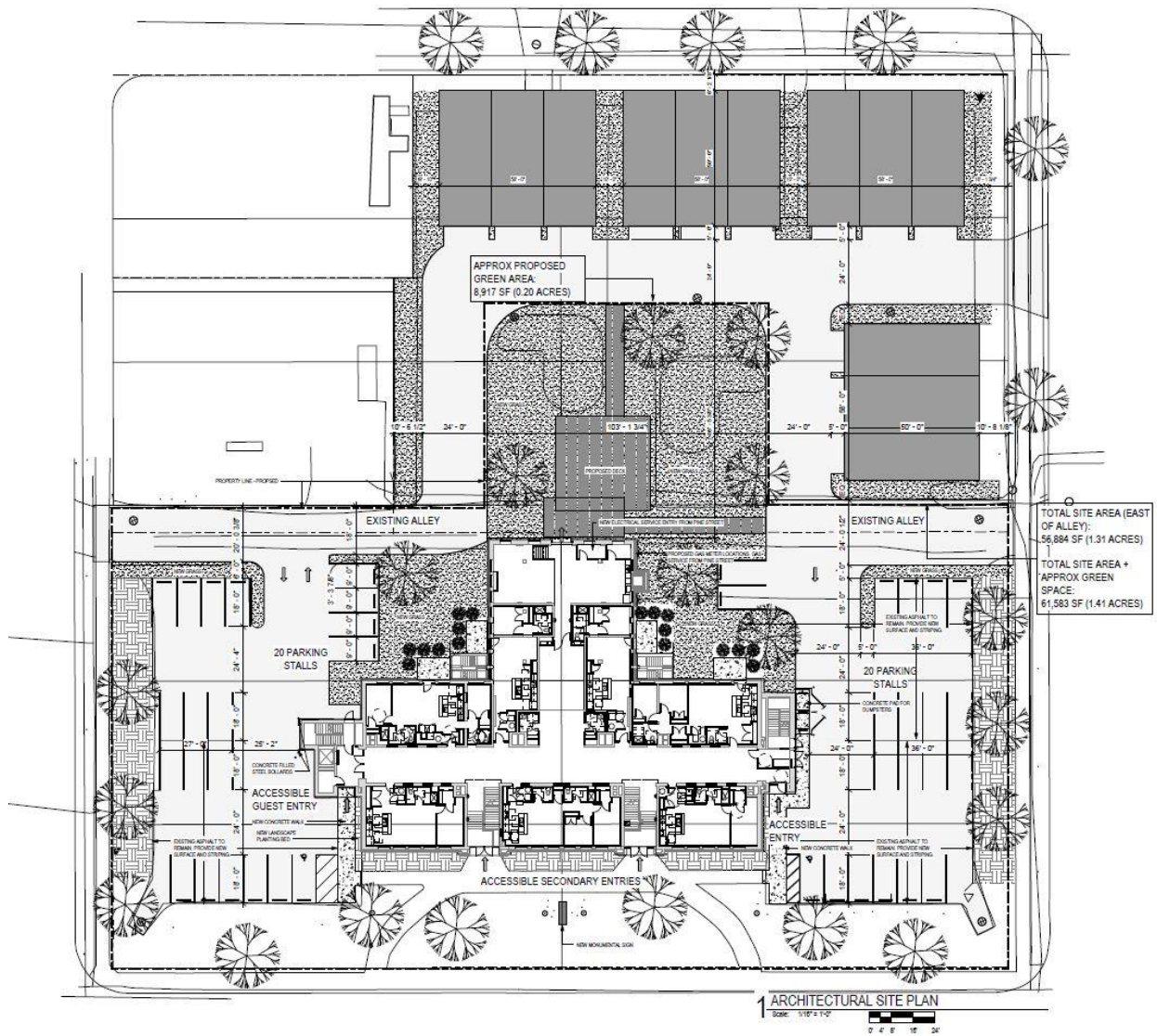
Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

215 N. Webster Avenue (Tax Parcel 9-112)

Lots 496, 497, 498, 565, 566, and 567, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, Also the Easterly $\frac{1}{2}$ (one-half) of the Vacated Alley lying westerly of said Lots 498 and 565 as described in Brown County Document Number 2797289.

EXHIBIT B Preliminary Concept Plan





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Kevin Vonck, CED Director

AGENDA ITEM # D.4.

Consideration with possible action on Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Tax Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2).

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

BACKGROUND

A Developer, MKE View, LLC, intends to construct twelve (12) new two (2)-story residential Townhomes along the perimeter of the Property, surrounding a robust green courtyard in the center.

The project supports our community and economic development strategy to become the City of choice for residents, business, students, and visitors by making the property more:

- safe: adds new structures using latest codes; invests in a neighborhood with above-average police calls
- healthy: reduces imperviousness, enhances the natural landscape, and encourages travel by foot, bicycle, and transit
- connected: interacts positively with adjacent properties, the neighborhood, and community
- loved: rehabilitates a historically-significant structure; expands the range of residential real estate products and housing choices

RECOMMENDATION

Approve Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2), subject to minor legal and technical changes.

FISCAL IMPACT

As of January 1, 2018, the Property has an aggregate assessed value of one hundred and sixty eight thousand dollars (\$168,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- \$3,828.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$3,828.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$1,515.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, six hundred and forty thousand dollars (\$2,640,000.00), which is anticipated to yield approximately:

- \$60,165.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$60,165.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$23,813.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. There are documented expenses over and above a “normal” development project and traditional financing options cannot fully cover such expenses. We are recommending a pay-as-you-go (PAYGo) obligation of the City, for which the TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property; and the City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

ATTACHMENTS

- I. 8 - Whitney School - B - 9-112 - 180406 - Development Agreement - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-01-B
WHITNEY SCHOOL TOWNHOMES

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MKE View, 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:

Tax Parcel	Address	Acres
9-113	916 Pine Street	0.159
9-114	908 Pine Street	0.244
9-115-A	902 Pine Street	0.101
9-115	218 N. Van Buren Street	0.101
9-116-2	214 N. Van Buren Street	0.212

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately [0.817] acres of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the Developer shall cause a certified survey map to be prepared, approved and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which consists of Constructing twelve (12) new two (2)-story residential Townhomes along the perimeter of the Property, surrounding a robust green courtyard in the center. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and sixty eight thousand dollars (\$168,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$3,828.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$3,828.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$1,515.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, six hundred and forty thousand dollars (\$2,640,000.00), which is anticipated to yield approximately:

1. \$60,165.00 in total real estate taxes annually (assessed mill rate of \$22.79);
2. \$60,165.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$23,813.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, 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, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the physical environment will be enhanced, the range of residential real estate products will be increased, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, 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 one hundred and sixty eight thousand dollars (\$168,000.00). Any change to the boundary of the Property, through a certified survey map or other means, shall not change on the Base Value.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means MKE View, LLC, or any assignee of the same.
- H. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public 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.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- O. "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.
- P. "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.
- Q. "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.
- R. "TID" means Tax Increment District Number Twenty ("TID 20" or the "TID"), of the City of Green Bay, for which the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create this new conservation and rehabilitation or blight TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "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:
- I. PAYGo Reimbursement. The City shall provide a 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) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer, subject to the limitations in III. C.
 - e) PAYGo. Commencing in the year after the first occupancy permit for the Project has been issued, reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.
 2. Qualified Expenditures. The TIF Incentive shall only fund:
 - a) Public Improvements, as defined in Section II. M., and environmental remediation and asbestos abatement as required by State and Federal law;
 - b) “Private Improvements” specifically approved by the City or RDA as stated in Section IV. C.
 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 in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, 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:
 - a) the termination date of the TID;
 - b) or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to October 31, 2018, 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.

B. Construction Documents. Prior to October 31, 2018, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that fix and

describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be determined by the RDA to be appropriate.

C. Development Budget. Prior to October 31, 2018, 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 two million five hundred thousand dollars (\$2,500,000.00) 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. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 2.

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.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 31, 2018, proof of equity of not less than five percent (5%) in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than October 31, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than October 31, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Prior to October 31, 2018 Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than December 31, 2018. Construction of the Townhomes shall be completed not later than December 31, 2023. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project].
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times during the completion of construction and during its ownership of the Property (or any portion thereof) keep and maintain, or cause to be kept and maintained, the Property (or any portion owned by Developer) in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.

- I. 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. This prohibition shall not be deemed to prohibit or restrict the sale of any Townhome for ownership and occupancy by such purchaser and any subsequent conveyance by such purchaser. 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, conveyed, leased or owned by any entity or used in any manner that would render any part of the 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. Developer agrees that a deed restriction shall be recorded in connection the sale of any Townhome restricting future conveyances or use of the property in the manner set forth above.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
- I. 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 prior to or during Developer's ownership or occupancy of 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.

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

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

- a) Bodily Injury by Accident - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and
- c) \$500,000.00 policy limit.

2. 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 - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. 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 - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. With respect to any property and improvements owned by Developer, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a

party to this Agreement (hereinafter “Losses”), directly or indirectly, arising out of, resulting from or in any way connected with:

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer’s existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this

Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Governmental Approvals. Developer shall have obtained final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development of the Project.
- D. Project Financing. Developer shall have obtained equity and financing for development of the Project in amounts sufficient to complete the Project according to the plans and specifications.

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 in connection with Developer's ownership of 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 (or such portion thereof owned by Developer) 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.

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 by Developer and such failure continues for a period of thirty (30) 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 ninety (90) 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. Notwithstanding anything to the contrary herein, the failure of a subsequent owner of a Townhome or any portion of the Property to make full payment of the real estate taxes, special assessments and special charges against such property or to comply with any obligation of such owner arising out of its ownership or use such property, shall not constitute a default by Developer. Developer acknowledges and agrees that the failure of any subsequent owner to make full payment shall directly affect the amount of TIF Incentive available herein, and that in the event the subsequent owner challenges the tax assessment to reduce their total liability, such reduction will also reduce the total amount of incentive available to Developer.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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;

5. The parties agree in writing to terminate this Agreement.

- B. TIF Payments Termination. TIF payments shall terminate at the termination date of the TID; or the termination of this Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections 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. Assignment. Except as expressly provided for herein, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. 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.
- C. 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.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a

Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To the Developer: Milwaukee View, LLC
Attention: Lindsey Bovinet
225 E. St. Paul Avenue, Suite 200
Milwaukee, WI 53202

With Copy to: Reinhart Boerner van Deuren, s.c
Attention: William R. Cummings, Esq.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. 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.
- L. 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.
- M. 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.

- N. 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.
- O. Priority Over Subsequent Liens Intentionally Deleted.
- P. 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.
- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MKE VIEW, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____, a member of MKE VIEW, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MKE VIEW, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MKE VIEW, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

916 Pine Street (Tax Parcel 9-113)

Lot 499, except the Southerly 35 feet thereof, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Lot 499 excepting the Southerly 35 feet thereof as described in Brown County Document Number 2797289.

908 Pine Street (Tax Parcel 9-114)

Lot 500, and the Southerly 35 feet of Lot 499, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Southerly 35 feet of Lot 499 as described in Brown County Document Number 2797289.

902 Pine Street (Tax Parcel 9-115-A)

The Northerly $\frac{1}{2}$ (one-half) of Lot 501, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

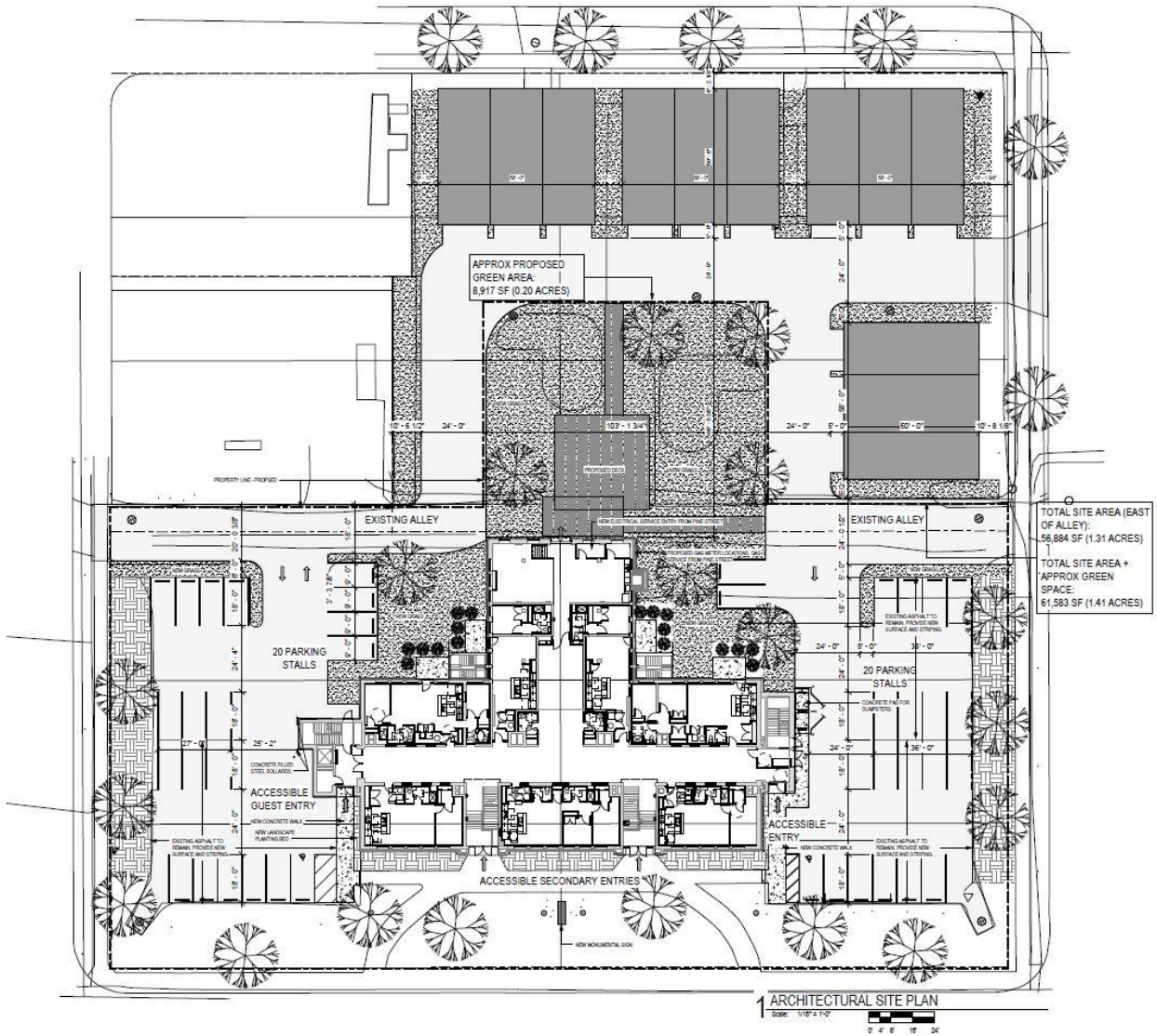
218 N. Van Buren Street (Tax Parcel 9-115)

The Southerly $\frac{1}{2}$ (one-half) of Lot 501, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

214 N. Van Buren Street (Tax Parcel 9-116-2)

Lot 2, Volume 10 Certified Survey Maps, Page 155, Brown County Map No. 2244; said map being all of Lot 2 of Volume 7 Certified Survey Maps, Page 171, Map No. 1737, Brown County Records, being part of Lots 562, 563 and 564, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Lot 2, Volume 10 Certified Survey Maps, Page 155 as described in Brown County Document Number 2797289.

Preliminary Concept Plan





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.5.

Consideration with possible action to rescind initial offer to award 1130 Stuart Street to Good Faith Framing and Remodeling and award to Mitch's Hometown, LLC according to updated grading.

BACKGROUND

The RDA approved executing a development agreement with Good Faith Framing & Remodeling for the property located at 1130 Stuart Street (Parcel 14-997) at the March 13, 2018 meeting. Upon acquiring final information before disposing of the property to the developer it was discovered that the primary financier and lead of the project was Derek Anderson, a gentleman the City Inspection Department has had issues with in the past. During the proposal process, Mr. Anderson presented himself as "Derek Allen" and submitted his proposal solely under his contractors name, Gary Ferron, whom the City has not had issues with. Mr. Anderson has had many housing related issues with the City that have led to multiple citations, some of which hadn't been resolved until the week that we were expected to close on 1130 Stuart Street. With the new information obtained, City Staff re-graded the proposals and has made the decision to award the project to Mitch's Hometown, LLC in lieu of Good Faith Framing & Remodeling's (Mr. Anderson's) proposal.

Mitch's Hometown, LLC (Mitch Rollin, principal) has presented a very concise proposal with a four month time frame from start to sale of property to an owner-occupant. The entire property will be updated and brought up to code. A new garage along with updated landscaping will improve the exterior of the dwelling. The developer has been buying and remodeling homes for the last six years with much success.

RECOMMENDATION

To rescind initial offer with Good Faith Framing and Remodeling and to execute a development agreement with Mitch's Hometown, LLC for the rehabilitation and sale of 1130 Stuart Street (Parcel 14-997).

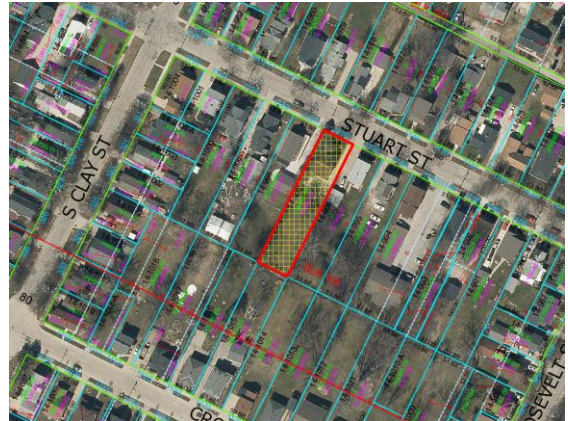
FISCAL IMPACT

The RDA purchased 1130 Stuart Street from Brown County in 2016 for \$11,283.45. Mitch's Hometown, LLC is requesting to acquire the property for \$0 and invest \$72,000.00 into the rehabilitation of the property. The developer is expecting to sell the property to an owner-occupant for \$85,000.00 to \$90,000.00 adding the property back to the tax rolls.

ATTACHMENTS

1. 1130 Stuart report info
2. 1130 Stuart - Rollin proposal

1130 Stuart Street



Property Information:

Parcel ID 14-997
 Lot Size..... 53' x 240'
 Building SF..... 1,624 SF
 4-bedroom, 2-bath
 Zoning..... Residential One

Current Tax Information:

Land Value..... \$15,300
 Assessed Value \$65,400
 Equalized Value..... \$80,700

Factor	Point Value Up to
Investment	28
Structural analysis	(4)
Layout	(4)
HVAC & utility analysis	(4)
Interior finishes	(4)
Exterior & landscaping	(4)
Expenses	(4)
Expected sell price	(4)
Capacity	8
Time to complete	(4)
Ability	(4)
Financials	4
Funding sources	(4)
Experience	8
Marketing strategy	(4)
Previous projects	(4)
Total Points	48

Grading scale: Exceptional Substandard

4	3	2	1	0
A	B	C	D	F

1130 Stuart Street: Request for Proposal Averaged Scores

	Ferron/Anderson	Gomez	Rollin
Grader 1	44	44	44
Grader 2	36	37	40
Grader 3	40	38	39
Average Score	40.0	39.7	41.0

Proposal For 1130 Stuart Street

To: Ken Rovinski, Redevelopment Authority
City of Green Bay
100 N Jefferson street
Green Bay, WI 54301
kennethro@greenbaywi.gov

From: Mitch Rollin
Mitch's Hometown llc
1239 Cherry Street
Green Bay, wi 54301
rollinhillsfeatherfarm18@gmail.com
920-544-7080

Summary: The property located at 1130 Stuart street is currently a two family home. This house has numerous code violations and is extremely run down. However, it has many great features that can be restored or rebuilt. The home will be converted back into a single family, 4 bedroom, 2 bath home. In order to accomplish this, there will be many costly repairs to be done. The total cost of renovations for 1130 Stuart street are estimated at \$72,051.

After a market analysts from PHD Homes and Reality, this home in remodeled condition will be worth \$85,000. And based on the selling price of other homes in the area should sell from \$85,000-\$90,000. After rehabilitation, Mitch's Hometown llc will market this home to a single family owner occupant. Seeing the current condition of the home, and the costs to make such repairs. I am asking that the home is gifted to Mitch's Hometown llc, and all financial expenses of the the rehabilitation will be my responsibility.

Background: I, Mitch Rollin of Mitch's Hometown llc have been buying and remodeling multi family and single family homes for the past 6 years. I have bought run down homes and rehabilitated them into like new condition. Some of the homes include 319 Cherry st. oconto falls, wi, 1920 Jefferson street, two rivers, wi, 811 s main street, oconto falls, wi, and 136 w main street Gillett, wi. I have encountered many issues at these homes, including leaking foundations, mold, electrical issues, plumbing issues, broken windows, leaking roofs, and of course cosmetic disasters. I have used reliable licensed professionals for nearly all the tasks that needed to be completed in these homes, and I plan to do the same for the home located at 1130 Stuart street. I have a love for making homes new again, but I also try to keep as many of the old features as possible. I always rehabilitate the house to fit in with the look of the surrounding neighborhood.

After completing the project at 1130 Stuart st, I plan to list the home with Mark Hermes of PHD reality. Mark has been selling homes for over 20 years and has been very successful in the Green Bay Area.

Rehabilitation description and costs:

All costs will include labor and materials.

Driveway: The current driveway will be torn up and replaced with a new asphalt driveway. This job will be done by American Pavement Solutions in Green Bay. \$5,000.

Garage: The garage will be constructed on a 20'x20' 4" cement pad, as a one and a half stall unit. It will have a frontage door on the house side and a window on the other. The garage will be sided with Tan to match the house, Main Street Vinyl Dbl 4" lap siding. \$5,290.00.

Landscape: The large trees close to the house on the north and west side are causing damage to the foundation of the home. The root system is pushing up against the foundation, helping it to crack in two spots. These trees will be cut out and removed from the property immediately. The border of the home will be planted with new shrubs and other perennials to make the yard look nice. If the city of Green Bay is unable to remove the shed in the back yard I can do so. All the landscape will be done by Earth Development inc. in Bellevue. \$2,000.

Furnace: Total Comfort Heating and Cooling has been doing lots of jobs for me in the past few years and they will be installing a new Ruud forced air furnace in the basement and removing the old one. \$2,800. Total comfort will also be evaluating the wood burning fireplace flue and damper to make sure that it meets NFPA 211 requirements. Cost unknown.

Windows: All the windows in the home are old and inefficient, and will be replaced. Window World of Green Bay came to the house and gave me a quote to replace all the windows with solar zone energy star windows. \$12,661.00

Foundation Repairs: The foundation has two cracks in its cinder block base, caused from moisture and tree roots protruding into it. An extra floor jack will be installed in the basement to help support the beam that supports the first floor. Sure Dry basements came to the house and gave an estimate for water proofing and repairing the foundation. \$11,500

Plumbing: The plumbing and the water heater in the house will all be inspected by Sinclair Plumbing. Anything that is not code compliant or that could pose a problem in the future will be replaced. \$5,000

Pest Control: A pest management specialist will be called to treat any rodent issues on the property. \$400

Electrical: All the electrical needs to be replaced in the entire home.

Mikes plumbing and electrical will be removing all the old electrical systems and installing all new code compliant wiring, electrical panel, and receptacles. The light fixtures will be evaluated and replaced if needed. New smoke detectors, and carbon monoxide detectors will be hardwired in. The estimate from them was \$9,400.

Kitchen: The kitchen cupboards and counter tops will be removed and replaced with new Hampton Bay cabinets from home depot. The counter tops will be replaced with Wilsonart Laminate. All colors are to be determined. \$4,000.

Bathrooms: I will be keeping both bathrooms in the home. They will be completely gutted and replaced with each a new ceramic tiled in stand up shower, and a new maple vanity. The upstairs bathroom will be part of a master suit. \$2500.

Upstairs rooms: The master suit will be where there is currently a kitchen for the upper unit of the house. All kitchen cabinets and plumbing will be removed and the room will be reshaped to create a warm feel for a bedroom. Attached to the now kitchen upstairs is a porch with a stairway to the ground level. This stairway was not installed to code. It will be removed and reinstalled professionally using the correct supports and to be code compliant. \$500

Staircase between first and second floor: the staircase is already opened but a railing will need to be installed. There is a door in the staircase that was for a second floor porch. This will

be removed and replaced with a window which was included in the quote from Window World.

Insulation and Ventilation: Blown in installation will be installed throughout the whole home by Comfort Pro Insulators. \$2,500

Front porch: All the floor boards on the front porch will be removed and replaced. Will also check for stability of the support beams. \$300

Flooring: Any room with hardwood floors will be restored to keep the integrity of the home. Other rooms that do not have hardwood will be replaced with Home Legend Gunstock Oak floors from the home depot. Estimated cost of flooring restoration and replacement is \$6000.

Walls and Trim: the trim in the house is mostly all original. it will all be restored to like new condition to keep the integrity of the home. The walls will all be plastered with skip troll texture and painted with new paint. Color is to be determined. \$2,000

Most of the interior cosmetic work will be performed by me.

Marketing: after the completion of the 1130 Stuart street property, Mark Hermes, from PHD Homes and Reality will be initially listing the house for \$90,000. The price will be adjusted accordingly if it remains on the market. Ideally the home will be sold within 4 months of completion.

Total cost of building material and labor: 72,051
(this number does not include reality fees)

Timeframe: construction will begin immediately after acceptance of the proposal. I would like to get whatever I can done on the exterior first to get it looking as good as possible right away,

weather permitting. It is the plan to have construction finished in 4 months. Moving quick, but still taking our time to ensure everything is done correctly.

Conclusion: Given the cost of Renovations plus reality fees.

There is no way Mitch's Hometown llc would be able to make a sufficient profit unless this home was gifted at no cost.

I appreciate your time and thank you for your consideration. I am exited to take on this project and have no doubt that at the end of construction, 1130 Stuart street will look almost brand new, and will stay consistent with look of the rest of the neighborhood.

Thank you,
Mitch Rollin

Mltch's Hometown llc
920-544-7080



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.6.

Consideration with possible action to execute a development agreement with Growth Process, LLC d.b.a. Redefined Homes for 871 West Mason Street (parcel 2-450).

BACKGROUND

This property was initially purchased with Community Development Block Grant funds which was then reimbursed with Neighborhood Enhancement funds. This was due to constraints with the initial environmental study and HUD advising not to use CDBG to rehabilitate the property. An RFP was issued and Staff has received one proposal to date.

Growth Process LLC d.b.a. Redefined Homes (Steve and Ginny Haskins, principals) has submitted a proposal to rehabilitate the property from the current two-family configuration to a single-family owner-occupied home. The developer's proposal includes substantial layout changes to the home as well as completely upgraded electrical, plumbing and HVAC. The developer has been rehabbing homes in the area since 1978. Construction can begin as soon as the property is transferred and is expected to be completed within 16 weeks.

RECOMMENDATION

To execute a development agreement with Growth Process, LLC d.b.a. Redefined Homes for the rehabilitation and sale of the property located at 871 West Mason Street (parcel 2-450).

FISCAL IMPACT

The RDA purchased this property in the Fall of 2016 with Community Development Block Grant. Subsequently, in the Spring of 2017 Neighborhood Enhancement funds totaling \$61,870.58 were used to reimburse CDBG. Growth Process, LLC is looking to acquire the property for \$0 and plans to invest \$115,000.00 into the project. They are also requesting that the RDA funds the removal of asbestos containing materials from the property at an estimated \$5,000.00 to \$8,000.00. The developer plans to sell the property for an estimated \$132,000.00.

ATTACHMENTS

1. 871 W Mason report info
2. 871 W Mason - Growth Process proposal

871 West Mason Street



Property Information:

Parcel ID 2-450
Lot Size..... 52' x 122'
Building SF..... 1,646 SF
4 Bedrooms, 2 full bathrooms
Zoning..... Residential One

Priority Rating.....95 / 100

Tax Information:

Land Value..... \$7,100
Improved Value..... \$66,100
Assessed Value \$73,200
Equalized Value..... \$46,400

Total Purchase \$61,870.58



Growth Process LLC dba

Redefined Homes

We buy houses in any area,
any condition: Cash or Terms

Proposal for 871 W. Mason St.

To: Ken Rovinski / Redevelopment Authority
City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301
kennethro@greenbaywi.gov.

From: Virginia Haskins
Redefined Homes
2221 S. Webster Ave
Suite A #266
Green Bay, WI 54301
920-286-9696
gbkeyinvestments@gmail.com

Summation: The property at 871 W. Mason at present is a 2 family home with multiple code violations. Growth Process LLC dba Redefined Homes after performing a home inspection estimates the repairs to total \$115,000. The approximate ARV for the property after the project is completed is estimated to be approximately \$132,000. Growth Process will market the home to a single family owner occupant.

Background: Steve and Ginny Haskins of Redefined Homes have been rehabbing homes in the Green Bay and Wrightstown areas since 1978. Steve is presently a licensed real estate agent. Over the years of restoring homes we have built a team of sub-contractors that we trust and consistently use. Redefined Homes have corrected many problems that include mold remediation, basement integrity, overgrown landscape, disintegrating bathrooms and kitchens, improper wiring and plumbing, drainage, roofing and may more. Some of these issues are encountered during the course of a repair. Redefined Homes is always concerned with the appeal of the exterior of a property so it remains an iatrical part of the community. Examples of some homes we rehabilitated in the last 3-4 years are 10 51 St Paul St, 1311 S Baird, 715 Broadview (Allouez) , and 707 Bordeaux Rue (Allouez).

After completion of the project Steve Haskins with Real Living Bay Realtors will market the home. Steve uses the MLS, Craig's List, along with all social media. Part of Redefined Homes strategy for marketing is to include appliances and perhaps a big screen TV.

Repairs: This is an outline of repairs. Not all repairs have been bid by contractor but we are confident in our estimated costs.

STRUCTURAL: Engineer will evaluate the integrity of the porch supports and the 1st floor structural system floor joists, existing wood beam system, and their transfer to the earth from the foundation system. Repairs will be completed per engineers recommendations.

\$1000

EXTERIOR: Front porch and steps will be resurfaced and replacement of any structural members if necessary.

Roof: Shingles along with any damaged decking will be removed and replaced. The roof will have new felt and warranted dimensional shingles. Contract states there are several layers of shingles with cedar shingles under.

Contractor: Weathertite Exteriors

\$14,610

Siding: ** All old siding will be removed (**asbestos**) . Vinyl siding will be used for the exterior. Trim will be in a contrasting color.

\$13,434

Garage: Attached 1 stall garage will be torn down and the garage floor will be removed. New concrete will be poured for extending the driveway to a detached 2 stall garage with electric garage door opener. Garage will be set back behind the house.

\$22,000

Yard: Privacy fencing around the perimeter of the back yard with 2 gates. Landscaping will be done around the front of the home and along the exterior of the fence that faces Mason St.

\$8000

INTERIOR: Remove drywall on 1st floor ceiling to evaluate and make repairs to the 2nd floor's structural system. Demo and Dumpsters included in costs of repairs

The house will have a carpeted 1st floor master bedroom with bath room and walk in closet. 1st floor will have an open concept living room dining area with new hard surface flooring (laminated plank). The kitchen will have a new floor plan and will include new appliances.

On the second floor the bathroom will be removed from its present location and a completely new room will be built in part of what was the upper

kitchen. One more bedroom with closet will be added by using the upper living room. The addition of the bedroom will make a hall on the 2nd floor. The house will now be a 4 bedroom 2 bath home. Carpeting and/or hard flooring will be installed throughout the 2nd floor.

Windows and Doors: All windows will be replaced with double hung vinyl windows. All interior doors will be replaced so all doors match and work properly. Includes hardware. New Front and rear exterior doors.

\$10,000

Bathrooms: 1st Floor bath room will expand into the master bedroom a few feet and have access from the master bedroom and the back entry. New vanity, toilet and sinks will be installed. Vinyl tile flooring.

2nd Floor bath room will be removed from its present location and a new bath will be built in a section of what was the upper kitchen. This bath will have a new tub and surround, vanity, toilet, and vanity. Both Bathrooms will have updated plumbing and fixtures.

\$ 12,751

Kitchen: New flooring, upper and lower Mission style cupboards, countertops, fixtures, plumbing, and floor plan to include an island. Appliances will include Refrigerator, Stove, Dishwasher and micro-hood.

\$13,765

HVAC: **Replace entire heating system from gravity style furnace to new system. Clean all ductwork. Extend new ductwork for upper levels.

Contractor: Ray's Heating

\$12,000

Electrical: New 100 AMP service. Upgrade all grounding and bonding. All receptacles to be evaluated and will be replaced if worn. Proper support required for all cables in basement. Smoke and CO detectors shall be installed. Dryer receptacle in basement will be properly installed. Electrical includes running electricity to the

new garage.

\$ 7 840

Plumber: Sanitary sewer lateral will be televised and submit a copy of the video to City staff. Upgrade all plumbing in the house and outside faucet. Plumbing.

Contractor: Doc's Plumbing

\$8,900

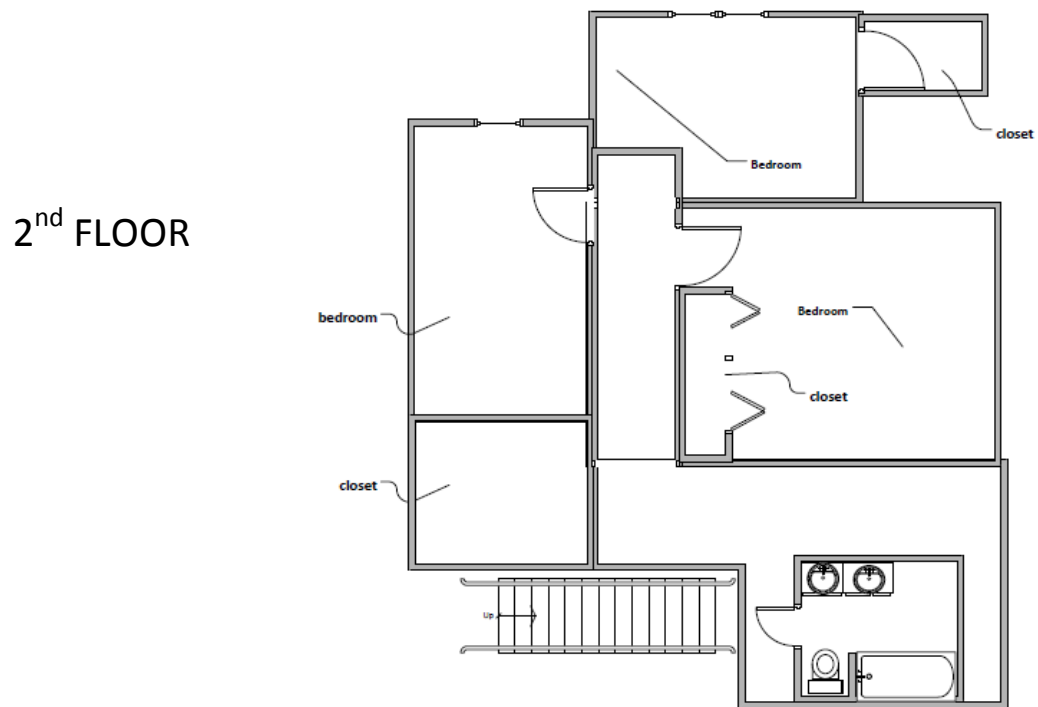
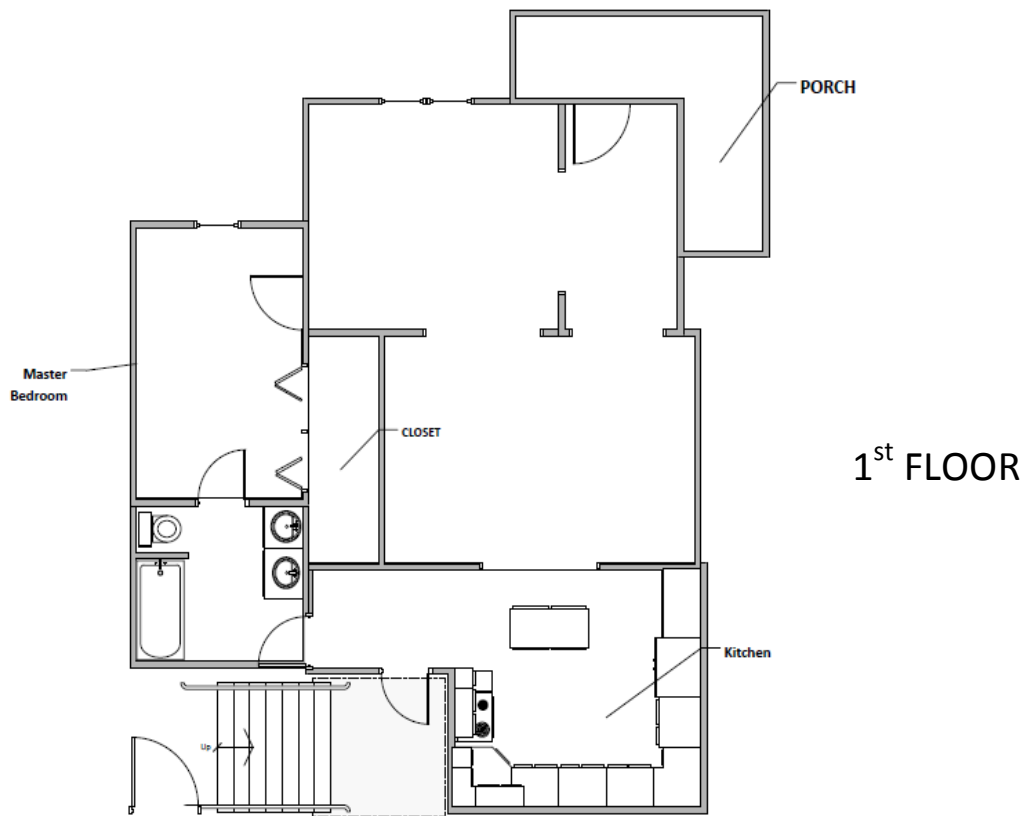
Paint: Entire interior.

Timeframe: Rehab will begin as soon as Growth Process LLC takes possession of the property and our sub-contractors can get us in their schedules. Completion should be within 16 weeks.

Funding: Growth process LLC dba Redefined Homes are fortunate to be able to work with local banks particularly Bay Bank for our business purchases and remodels. They are comfortable with our business strategy and have seen the results of our projects.

****Grant:** Because of the costs related to the transformation of this property it is not cost efficient for us to cover the high cost of removal of all asbestos which includes the furnace, any pipes covered in asbestos, exterior siding and any flooring made from asbestos. We are requesting the city use grant money to have the asbestos removed from the property before we engage in the remodel.

When we have redefined the home at 871 W. Mason it will be an inspiration to the neighbors and be an example of what can be accomplished with their homes. The property being on a busy street will be inviting new families into the neighborhood.





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.7.

Consideration with possible action to execute a 60-day planning option with Givadaam Ventures, LLC for 1915 Harold Street (Parcel 21-2165).

BACKGROUND

This property was purchased by the RDA Fall 2015 and was subsequently demolished. It has been marketed as part of the New Homes in Your Neighborhood program since acquiring it.

Givadaam Ventures, LLC is seeking a 60-day planning option to finalize finances and design for a five bedroom, two bath Cape-Cod style home on the property. The home will be retained by the developer to rent solely and affordably to UW-Green Bay students as a new initiative to engage the students with Green Bay's community. The initiative to actively incorporate students with Green Bay neighborhoods will create an awareness for the students of the possibilities outside of the campus grounds that Green Bay holds, which will lead to retaining students within the community upon graduation.

The near net-zero energy home will have an approximate footprint of 1,020 SF, will be equipped with a solar array and will have all materials eco-consciously sourced.

RECOMMENDATION

To execute a 60-day planning option with Givadaam Ventures, LLC for 1915 Harold Street (Parcel 21-2165).

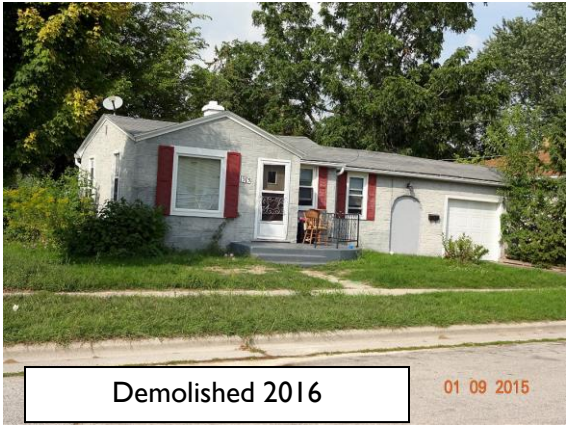
FISCAL IMPACT

The RDA purchased 1915 Harold Street for \$32,500.00 in 2015 and spent \$4,120.00 to demolish the dwelling on the property. Prior to demolition, the property was assessed at \$51,400.00. The developer estimates an investment of up to \$200,000.00

ATTACHMENTS

1. 1915 Harold report info
2. 1915 Harold St - Giveadaam Planning Option Application Form NHIYN
3. 1915 Harold St - Giveadaam Plans
4. 1915 Harold St - Giveadaam Ventures mission

1915 Harold Street



Property Information:

Parcel ID 21-2165
Lot Size..... 74' x 91'
Zoning..... Residential One

Current Tax Information:

Land Value..... \$19,000



APPLICATION FORM

New Homes in Your Neighborhood Program

Contact Person

Ken Rovinski

Neighborhood Development Specialist

(920) 448-3354

Name/Company Marissa Michalkiewicz/Giveadaam Ventures, LLC

Current Address 217 Jacob St, Green Bay, WI 54302

Telephone Number (Home) (920) 277-7854 (Work) N.A.

Email marissa.giveadaam@gmail.com

Applying for (check one): Development Agreement Planning Option X

Source of funding (provide proof w/ application) Capital Credit Union & Personal Equity

Estimated amount of investment \$ 150,000 – 200,000

Address of chosen RDA parcel 1915 Harold St, Green Bay, WI 54302 Parcel 21-2165

Briefly describe the project. Provide preliminary plans. This project will be a near net-zero energy, cape-cod style home with an approximate building footprint of 1,020 square feet. The home will be double wall construction using a Blenker panelized building system and be equipped with a solar array. There will be 5 bedrooms and 2 bathrooms. All materials will be eco-consciously sourced.

Will you be able to start construction in the next 6 months? Yes No (circle one)

Will you be occupying the house? Yes No (circle one)

IF NO,

Will this home be sold for owner occupancy? Yes No (circle one)

This home will be rented solely (and as affordably as possible) to UW-Green Bay students as an initiative to actively incorporate students into the Green Bay community.

I certify that I have received a copy of the "New Homes in Your Neighborhood Grant Program Guidelines" and understand and accept the "Guidelines" as the basis for acceptance into the Program.

03/23/2018

Signature

Date

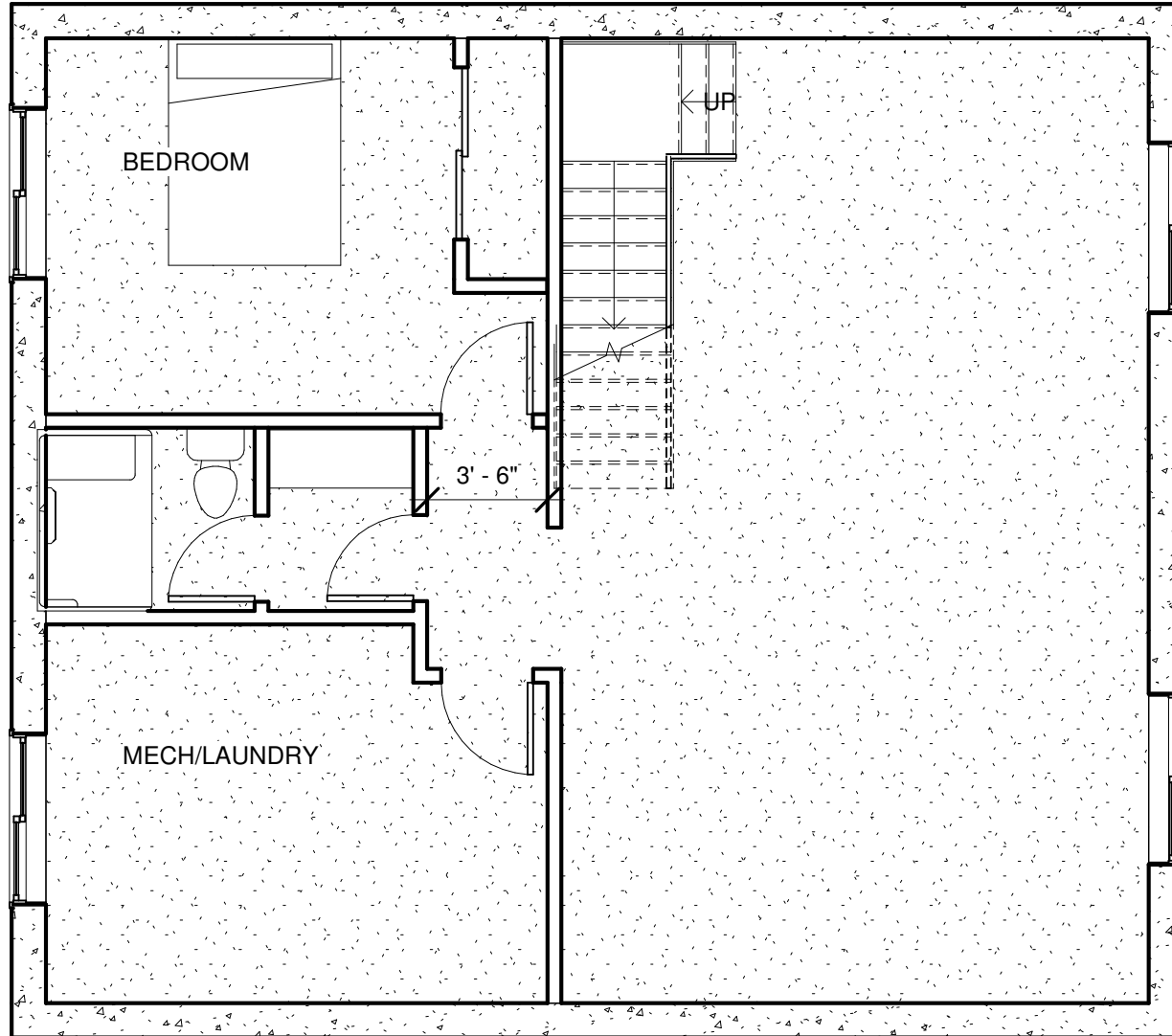
Signature

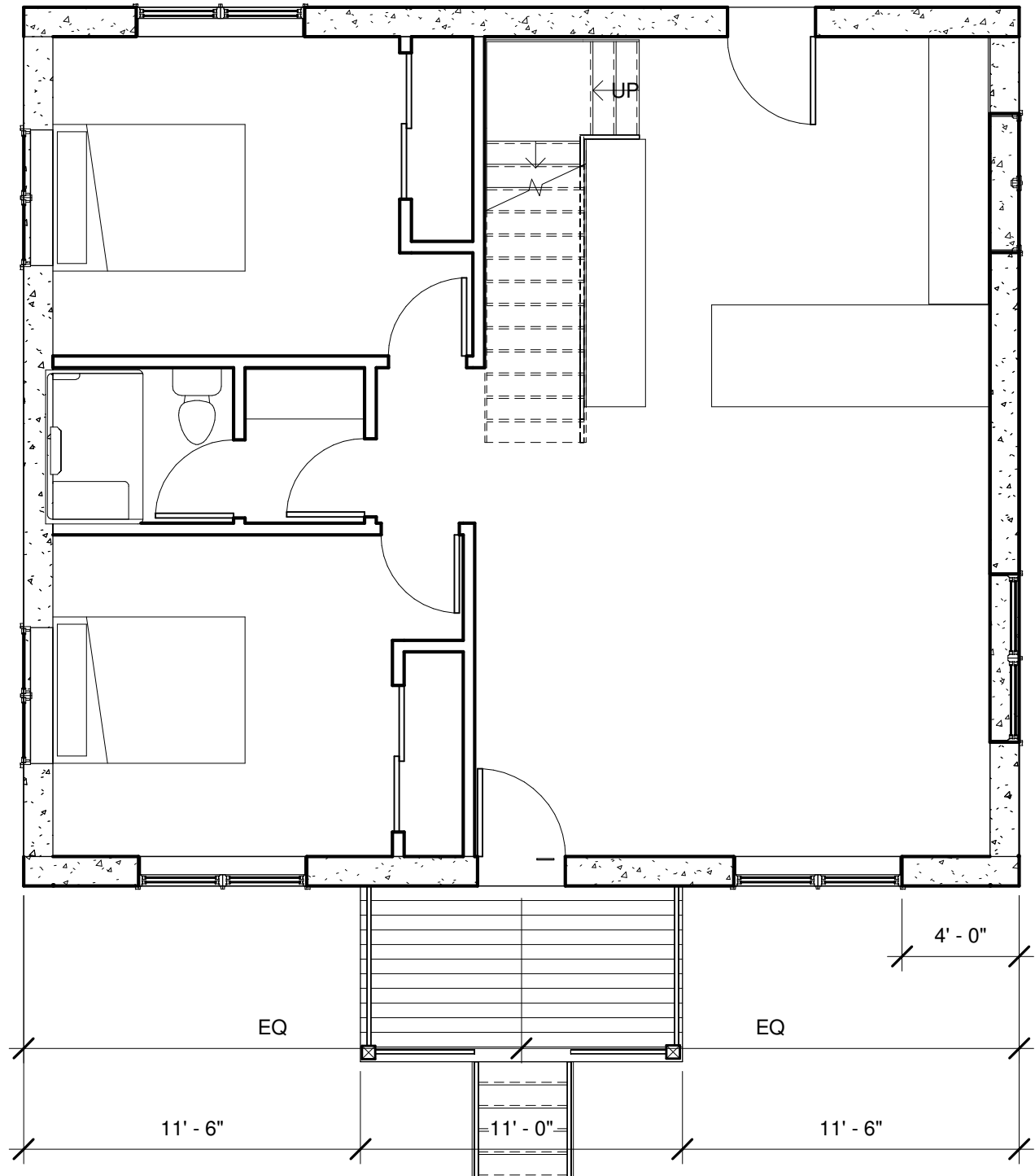
Date

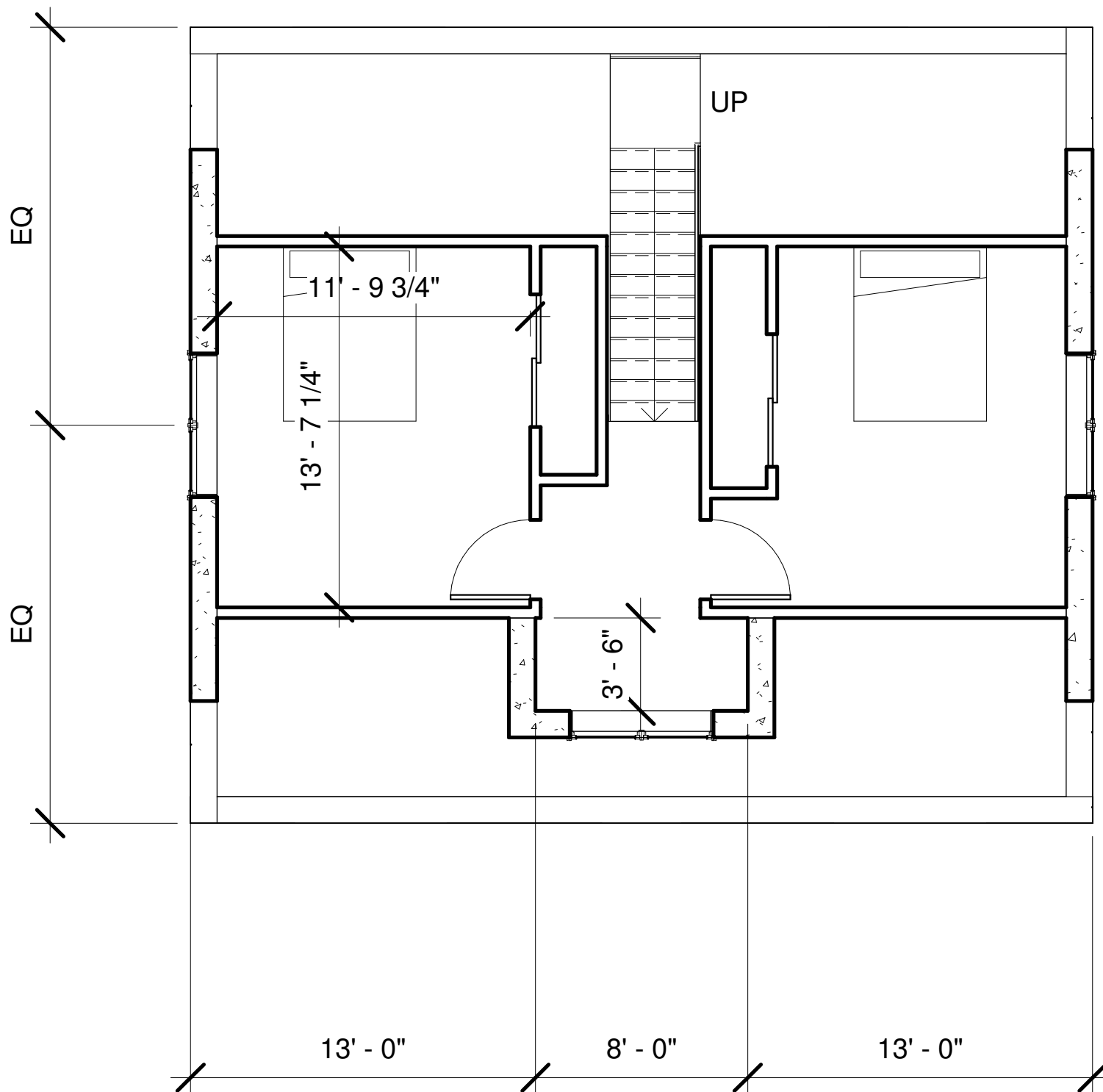












Giveadaam Ventures, LLC

Marissa Michalkiewicz

"The overall mission of my company, Giveadaam Ventures, is to introduce near net-zero energy, single family housing surrounding university campuses to rent solely and affordably to the students attending those colleges. There are countless reasons why I chose to combine sustainable housing with this demographic, but there is one very specific reason why I'm beginning in Green Bay.

I am an alumna of UW-Green Bay and I experienced firsthand how disconnected the students are from the rest of the Green Bay community. During my four years as a Phoenix, I could not even number the amount of times I heard from fellow students, friends from other campuses and individuals from the community how there's absolutely nothing to do around campus. UWGB is incomparable to other universities in our state; we don't have rows of college housing surrounding our campuses and until 2012, there was an unbelievable lack of university pride and spirit expressed by students. From an outsider's perspective, one would think students do not enjoy attending UWGB, but they are incredibly mistaken. Once students discover the ease of talking one-on-one with professors and take several trips through the tunnels amongst waves of students, UWGB feels comfortable and becomes a very difficult home to abandon.

Outside of the secluded summer camp-like UWGB campus, the City of Green Bay offers a surprisingly unfathomable amount of entertainment and career opportunities, few of which get poorly conveyed to students. One of the goals of Giveadaam Ventures is to create relationships with local businesses, restaurants and bars to gain insight on career opportunities that exist for current students/recent graduates and to establish promotional opportunities to encourage students to explore the City. The properties I intend to introduce will place students directly into the community and through these business relationships will expose them to life outside of the tree lined walls of campus.

The intention is that once students discover the opportunities that exist for them in the City of Green Bay, they will choose not to rush out the minute after they take off their cap and gown."



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # D.8.

Consideration with possible action to purchase real estate at 401 S. Broadway (Tax Parcel 3-568) for twenty thousand dollars (\$20,000.00) using Neighborhood Enhancement Funds.

BACKGROUND

Based on previous discussions with RDA, staff recommends the RDA acquire real estate along South Broadway, just west of the Shipyard (a/k/a North Slip and South Slip) parcels. The property is currently owned by Wisconsin Public Service (WPS) and therefore does not have an assessed valuation from the City Assessor's Office. The parcel is ± 0.568 acres in size and is vacant. The purpose of this acquisition would be to control the site's future development so that it may be included as part of the Shipyard project.

Staff recommends using Neighborhood Enhancement Funds for this purchase. Should the RDA and City move forward with the Outdoor Events Center, and should this parcel be involved in its development, staff will request that funds from that project reimburse the Neighborhood Enhancement account. Should that project not move forward within the next few months, staff will come back to the RDA to discuss options.

RECOMMENDATION

To approve the purchase of real estate at 401 S. Broadway (Tax Parcel 3-568) for twenty thousand dollars (\$20,000.00) using Neighborhood Enhancement Funds.

FISCAL IMPACT

\$20,000.00 in Neighborhood Enhancement Funds - Should the RDA and City move forward with the Outdoor Events Center, and should this parcel be involved in its development, staff will request that funds from that project reimburse the Neighborhood Enhancement account. Should that project not move forward within the next few months, staff will come back to the RDA to discuss options.

ATTACHMENTS

- I. Property Information - Map

Parcel ID.....3-568

Lot Size.....±0.568 acres

Zoning.....Downtown (DI)

Assessed Value.....N/A



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.9.

Consideration with possible action on the sale of 435 Newhall Street.

BACKGROUND

In June of 2016, the RDA authorized the purchase of 435 Newhall Street from the Brown County Treasurer through the tax foreclosure process for \$7,305.18. Staff marketed the home using the purchase rehab program and received no serious offers. Staff decided to remodel the home using CDBG funding and the RDA awarded the contract to the low bidder in July 2017 for \$90,298.00.

A buyer has made an offer of \$85,000.00, which is in the mid to upper range of our estimated market value.

RECOMMENDATION

Approve the offer to purchase in the amount of \$85,000.00 pending verification of HUD eligibility requirements.

FISCAL IMPACT

ATTACHMENTS

1. 435 Newhall - Photo 1
2. 435 Newhall - Photo 2
3. 435 Newhall - Photo 3
4. 435 Newhall - Photo 4
5. 435 Newhall - Photo 5
6. 435 Newhall - Photo 6















Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Kevin Vonck, CED Director

AGENDA ITEM # D.10.

Consideration with possible action for sale of Baylake Bank property at 310 N. Washington Street (Tax Parcel 12-86-1).

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

BACKGROUND

The RDA owns the northwest corner of the Baylake Bank Center. The condo association approached staff about the potential acquisition of this property. At its meeting on November 14, 2017, the RDA directed staff to explore options for leasing the property back to the condo association. Staff would like to discuss options for moving forward with the RDA.

RECOMMENDATION

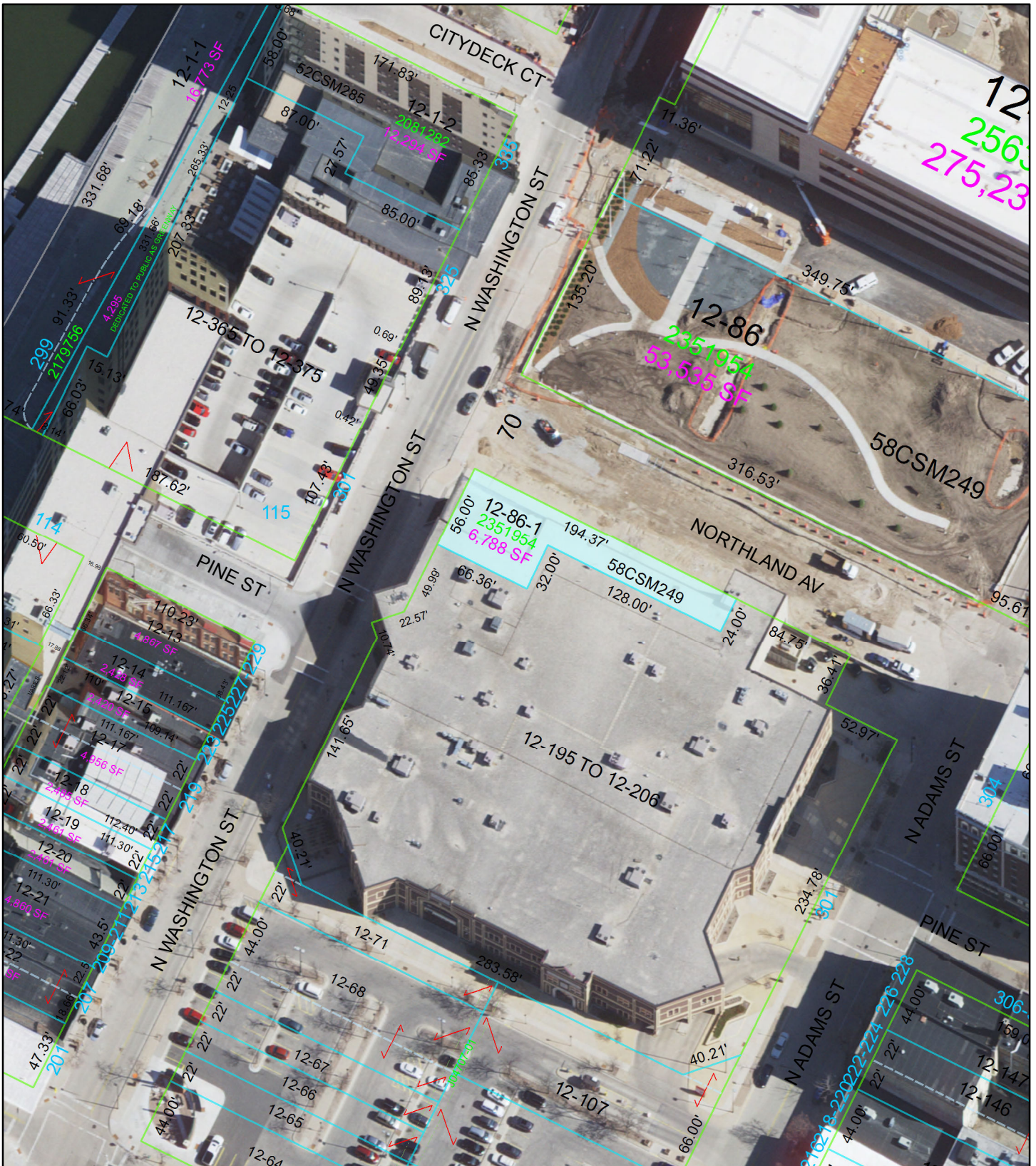
To be determined at meeting.

FISCAL IMPACT

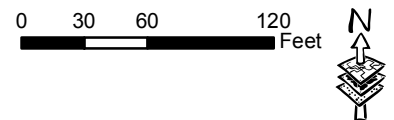
To be determined.

ATTACHMENTS

- I. RDA - 171114 - 4-1 - Baylake Bank Map



Northland Ave/ N Washington St



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.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 10, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # E.I.

Financial report and check register.

BACKGROUND

Informational.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2018
2. RDA Check Listing March 2018

Redevelopment Authority
Financial Report
CDBG
03/31/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	150,300.00	-	-	-	300.00	150,000.00
Public Works Improvements	9,296.89	-	-	1,015.48	8,281.41	-
Community Service Interns	53,563.16	-	-	8,382.85	-	45,180.31
Public Service	101,345.71	-	-	4,006.03	53,338.04	44,001.64
Fair Housing	18,750.00	-	-	3,750.00	-	15,000.00
Impact Areas	260,956.31	-	14,222.35	26,747.67	98,200.64	150,230.35
Economic Development	234,730.74	-	35,570.79	-	-	270,301.53
ED Blight Elimination-Walnut Street	185,904.21	-	-	3,722.20	-	182,182.01
Economic Development - LMI Benefit	15,001.00	-	-	-	-	15,001.00
ED Façade & Demo Loans	99,396.03	-	-	-	-	99,396.03
Administration	212,301.74	-	-	28,607.53	-	183,694.21
	\$ 1,341,545.79	\$ -	\$ 49,793.14	\$ 76,231.76	\$ 160,120.09	\$ 1,154,987.08

Redevelopment Authority
Financial Report
HOME
03/31/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	266,455.88	-	23,602.23	27,408.34	101,308.85	161,340.92
Housing Development Projects	340,607.96	-	-	-	145,600.00	195,007.96
CHDO Projects	183,284.12	-	-	44,971.83	99,312.29	39,000.00
Downpayment Closing Cost Assistance	2,400.00	-	-	-	-	2,400.00
Administration	29,076.22	-	2,622.47	21,735.95	-	9,962.74
	\$ 821,824.18	\$ -	\$ 26,224.70	\$ 94,116.12	\$ 346,221.14	\$ 407,711.62

Redevelopment Authority
Check Register
March-18

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
20786	03/12/2018	GREEN BAY WATER UTILITY	71.60
20787	03/12/2018	BROWN COUNTY REGISTER OF DEEDS	30.00
20788	03/12/2018	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	1,200.00
20789	03/12/2018	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	44,971.83
20790	03/12/2018	SHEFCHIK INC.	4,917.00
20791	03/12/2018	GREEN BAY AREA BUILDERS	7,577.75
20792	03/12/2018	STAR ELECTRIC SERVICE, INC.	9,636.40
20793	03/30/2018	CITY OF GREEN BAY	241.73
20794	03/30/2018	WISCONSIN MEDIA	59.45
20795	03/30/2018	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	400.00
20796	03/30/2018	REMODEL SHOP	11,008.00
20797	03/30/2018	GREEN BAY NEIGHBORHOOD LEADERSHIP COUNCIL	1,000.00
20798	03/30/2018	GREEN BAY AREA BUILDERS	9,000.00
			90,113.76