



Agenda posted Monday January 12th 2025 @ 11:45 AM

AGENDA PACKET FOR CITY OF MARINETTE COMMON COUNCIL SPECIAL MEETING AT MARINETTE CITY HALL COMMON COUNCIL CHAMBERS, 1905 HALL AVENUE FOR WEDNESDAY JANUARY 14TH, 2026.

12:00PM – SPECIAL COMMON COUNCIL MEETING AGENDA

- 1. Call meeting to order.**
- 2. Pledge of allegiance.**
- 3. Roll call.**
- 4. Citizen Comments.**

OLD BUSINESS

- 5. Discussion and Possible action regarding a development agreement amendment for TID 13 Pine Tree Mall (see attached).**
- 6. Discussion and possible action regarding summary of costs from Boldt for City Hall and Police Department at the Armory (see attached).**
- 7. Discussion and possible action regarding Seventh Amendment to Access Agreement between TYCO FIRE PRODUCTS LP, a Delaware limited partnership (“Tyco”) and the CITY OF MARINETTE, WI (“City”) to amend that original Access Agreement dated November 22, 2017, and amended June 11, 2019, October 20, 2020, July 6, 2022, October 6, 2022, and February 9, 2024 (see attached)**
- 8. Discussion regarding zoning request from Marinette County (see attached).**
- 9. Adjournment.**

Steve Genisot, Mayor

Note: Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk’s office at 1-715-732-5140 with as much advance notice as possible.

FIRST AMENDMENT TO AMENDED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED DEVELOPMENT AGREEMENT (the “**Amendment**”) is made and entered into by and between the **CITY OF MARINETTE, WISCONSIN** (the “**City**”), and **PINE TREE PARTNERS, LLC** (the “**Developer**”). effective as of the date on which both parties have signed this Amendment, as indicated below (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Developer entered into that certain Amended Development Agreement dated August 7, 2025 (the “**Amended Development Agreement**”); and,

WHEREAS, the City and the Developer now desire to amend the Amended Development Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, City and Developer agree as follows:

1. Determination of Amount of Bond. The second (2nd) grammatical paragraph of Section 2.1 of the Amended Development Agreement is hereby deleted and replaced with the following:

The amount of the Bond shall be determined as follows: (a) as of the date hereof, the Bond shall be issued in an amount of \$250,000 in exchange for the lease and occupancy of previously unoccupied space at the Property by the Restaurant Tenant; (b) if, as of December 31, 2027, the Initial Major Tenant has executed a lease for and occupied currently unoccupied space at the Property, but the Secondary Major Tenant has not executed a lease for and occupied currently unoccupied space at the Property, the principal amount of the Bond shall be \$1,500,000, (c) if, as of December 31, 2027, the Initial Major Tenant and the Secondary Major Tenant have executed leases for and occupied currently unoccupied space at the Property, the principal amount of the Bond shall be \$1,750,000, and (d) if, as of December 31, 2027, the Secondary Major Tenant has executed a lease for and occupied currently unoccupied space at the Property, but the Initial Major Tenant has not executed a lease for and occupied currently unoccupied space at the Property, the principal amount of the Bond shall be \$500,000.

2. Guaranty of Completion. The sixth (6th) and seventh (7th) grammatical paragraphs of Section 2.1 of the Amended Development Agreement are hereby deleted and replaced with the following:

The Developer guarantees that the Developer’s Improvements shall be completed by December 31, 2027. The Developer guarantees that as of January 1, 2028, the Property will have an assessed value for property tax purposes of at least \$2,050,000 in excess of the 2023 assessed value of the Property (the “Minimum Value Guaranty”); provided, however, that notwithstanding any other provision of this Agreement to the contrary, the City’s sole and exclusive remedy if the Minimum Value Guaranty is not satisfied as of January 1, 2028, shall be as provided in the following paragraph.

The City shall have no obligation to make continued payments on the Bond if the Property has an assessed value less than the Minimum Value Guaranty as of

January 1, 2028, or while the Developer is otherwise in default under this Agreement.

3. Term of the Bond. The third (3rd) grammatical paragraph of the Bond is hereby deleted and replaced with the following:

The "Principal Amount" of the Bond shall be determined as follows: (a) as of the Date of Original Issue, the Bond shall be issued in a principal amount of \$250,000, (b) if, as of December 31, 2027, the Initial Major Tenant (as defined in the Development Agreement) has executed a lease for and occupied currently unoccupied space at the Property (as defined in the Development Agreement), but the Secondary Major Tenant (as defined in the Development Agreement) has not executed a lease for and occupied currently unoccupied space at the Property, the principal amount of this Bond shall be \$1,500,000, (c) if, as of December 31, 2027, the Initial Major Tenant and the Secondary Major Tenant have executed leases for and occupied currently unoccupied space at the Property, the principal amount of the Bond shall be \$1,750,000, and (d) if, as of December 31, 2027, the Secondary Major Tenant has executed a lease for and occupied currently unoccupied space at the Property, but the Initial Major Tenant has not executed a lease for and occupied currently unoccupied space at the Property, the principal amount of the Bond shall be \$500,000.

4. Effectiveness of Other Provisions. Except as expressly provided herein, all the terms, covenants and provisions of the Amended Development Agreement shall remain in full force and effect. In the event of a conflict between the Amended Development Agreement and this Amendment, this Amendment shall control.

5. Capitalized Terms. Except as otherwise defined herein, or as capitalized in ordinary usage, all capitalized terms used herein shall have the same meaning as set forth for such terms in the Amended Development Agreement.

6. Entire Agreement. This Amendment sets forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, either oral or written, other than those herein set forth.

7. Amendment. No subsequent agreement, change or addition to this Amendment or the Amended Development Agreement shall be binding upon the parties unless reduced to writing and signed by the party or parties sought to be bound.

8. Counterparts and Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[signatures appear on following page]

[signature page to Amendment to Amended Development Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective as of the Effective Date.

THE DEVELOPER:
PINE TREE PARTNERS, LLC, a Wisconsin limited liability company

By: PINE TREE MIDLAND MANAGERS, LLC,
a Wisconsin limited liability company, its
Manager

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be the person who executed this instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

THE CITY:
CITY OF MARINETTE

By: _____
Print Name: _____
Title: Mayor
Date: _____

By: _____
Print Name: _____
Title: City Clerk
Date: _____

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2026, the above-named _____, Mayor, and _____, City Clerk, to me known to be the persons who executed this instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Bird's Eye Rendering



BOLDT

MARINETTE CITY HALL AND POLICE DEPARTMENT

Bird's Eye Rendering



East Elevation From Alice Lane



BOLDT

MARINETTE CITY HALL AND POLICE DEPARTMENT

LUX Architectural Products - Example Projects



LUX Panel - Proposed Color Palette



Armory Rendering - From Alice Lane



Main Entrance



BOLDT

MARINETTE CITY HALL AND POLICE DEPARTMENT

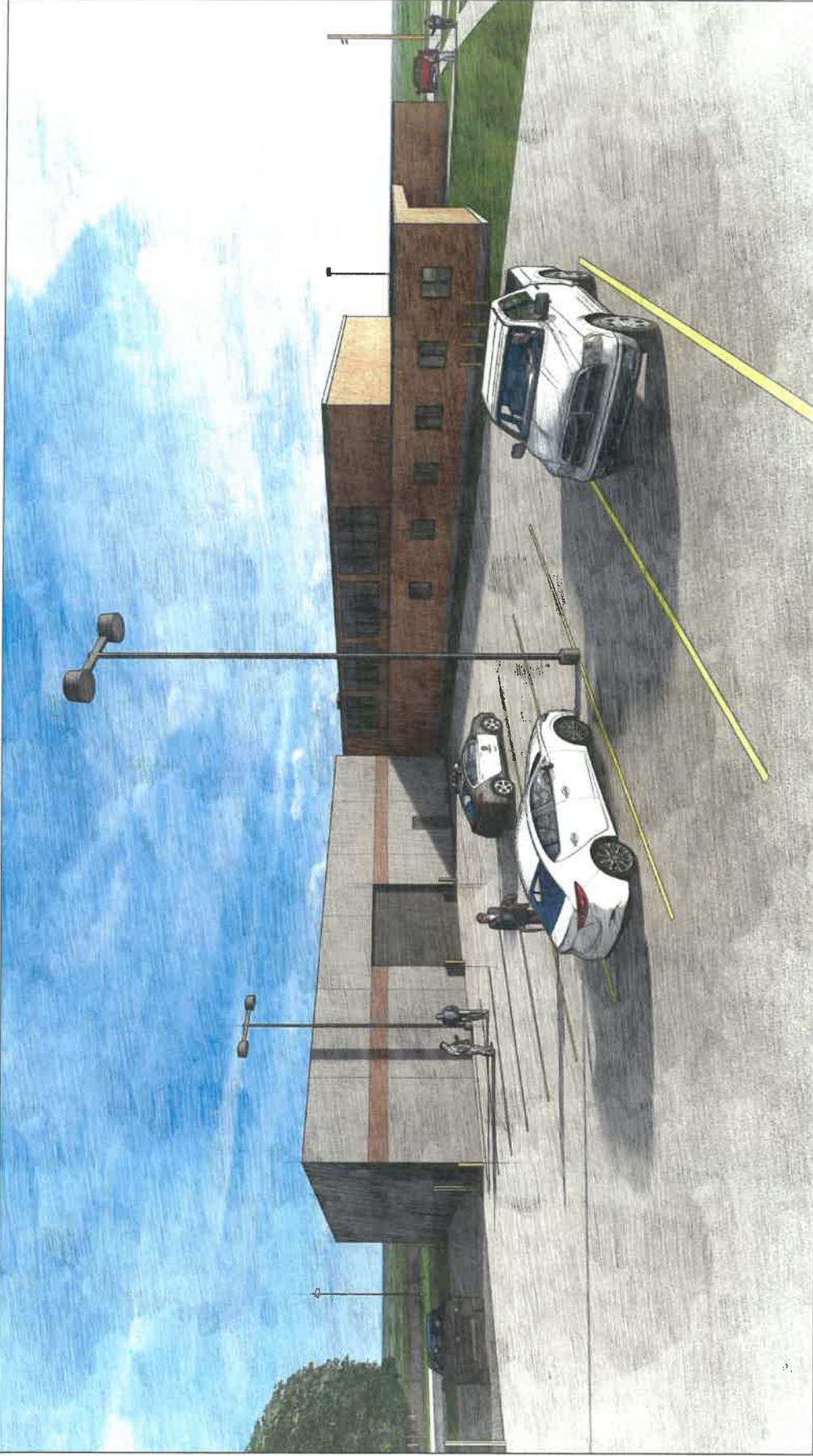
Northeast Corner at Council Chambers



BOLDTTM

MARINETTE CITY HALL AND POLICE DEPARTMENT

Police Department Garage



BOLDTTM

MARINETTE CITY HALL AND POLICE DEPARTMENT

The pricing below is Rough-Order-of-Magnitude (ROM) in nature. It is intended to guide early decision making. Many decisions regarding the final scope of work need to be made to narrow in on the final proposed costs.

	Area (SF)	(\$/SF)	Total Cost Range	(A) POLICE DEPARTMENT AND CITY HALL ADDITION AT ARMORY (SD ESTIMATE & OPPS) (5,556 SF GARAGE)	(B) POLICE DEPARTMENT AND CITY HALL ADDITION AT ARMORY (SD ESTIMATE & OPPS) (3,880 SF GARAGE)	(C) POLICE DEPARTMENT AND CITY HALL RENOVATION AT EXISTING BUILDING (COST MODEL)
ARMORY LOCATION CONSTRUCTION						
1	EXISTING ARMORY RENOVATION (PD & CITY HALL SHARED ENTRY)	18,503	\$172.00 to \$223.00	\$3,186,443 to \$4,123,632	\$3,857,510	\$3,748,756
2	CITY HALL EXPANSION AT ARMORY (SCHEMATIC DESIGN PACKAGE)	7,554	\$398.00 to \$515.00	\$3,011,402 to \$3,897,108	\$3,129,826	\$3,129,826
3	POLICE DEPARTMENT GARAGE ADDITION - (PRECAST ENCLOSURE)	5,556	\$213.00 to \$276.00	\$1,185,464 to \$1,534,130	\$1,394,664	\$1,394,664
4	POLICE DEPARTMENT GARAGE ADDITION - (PRECAST ENCLOSURE)	3,880	\$313.00		\$1,214,440	

*above range is -15/+10%

	Area (SF)	(\$/SF)	Total Cost Range	(A) POLICE DEPARTMENT AND CITY HALL ADDITION AT ARMORY (SD ESTIMATE & OPPS) (5,556 SF GARAGE)	(B) POLICE DEPARTMENT AND CITY HALL ADDITION AT ARMORY (SD ESTIMATE & OPPS) (3,880 SF GARAGE)	(C) POLICE DEPARTMENT AND CITY HALL RENOVATION AT EXISTING BUILDING (COST MODEL)
CITY HALL - RENOVATION AT EXISTING LOCATION						
5	RENOVATION OF GROUND FLOOR FOR CITY HALL OFFICES, HVAC, SPRINKLER	10,035	\$305.32			\$3,063,915
6	SYSTEMS UPGRADE - NEW CODE COMPLIANT STAIRS / STRUCTURAL MODIFICATIONS	10,035	\$20.00 to \$30.00	\$200,000 to \$300,000		\$120,000
7	SYSTEMS UPGRADE - ROOFING REPLACEMENT			\$220,770		\$220,770
8	SYSTEMS UPGRADE - ELEVATOR			\$300,000		\$300,000
9	2ND / 3RD FLOOR REQUIREMENTS - MEP, FP, DATA / COMM / SAFETY (2ND: SHELLLED SPACE, 3RD: SYSTEMS ONLY)					\$836,907
10	SITWORK / PARKING LOT IMPROVEMENTS					\$117,510
11	DESIGN SERVICES					\$262,916
					Subtotal	\$5,168,119

Construction Cost Forecast Total	\$	8,382,000	\$	8,201,776	\$	10,065,438
Anticipated Owner Soft Costs	\$	621,500	\$	621,500	\$	621,500
Design Fee Update						
Scenario Total	\$	9,003,500	\$	8,823,276	\$	10,686,938

SEVENTH AMENDMENT TO ACCESS AGREEMENT

THIS AMENDMENT is entered into this ____ day of _____, 2025 (“Execution Date”), by and between TYCO FIRE PRODUCTS LP, a Delaware limited partnership (“Tyco”) and the CITY OF MARINETTE, WI (“City”) to amend that original Access Agreement dated November 22, 2017, and amended June 11, 2019, October 20, 2020, July 6, 2022, October 6, 2022, February 9, 2024, and January 15, 2025.

RECITALS:

WHEREAS, the parties entered into an Access Agreement dated November 22, 2017, amended January 15, 2025, February 9, 2024, October 6, 2022, July 6, 2022, October 20, 2020 and June 11, 2019, a copy of which is attached hereto and incorporated herein and marked as Attachment 1 (the “Access Agreement”); and

WHEREAS, the Access Agreement provides that Tyco shall submit a copy of any new Work Plan to the City for approval prior to commencing activities under that new Work Plan.

WHEREAS, subsequent to execution of the Access Agreement, an additional Work Plan has become necessary and has been submitted to the City for approval. The new Work Plan (the “Work”) is attached hereto as Exhibit A.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Work Plan (the “Work”). The new proposed Work Plan (the “Work”) is attached hereto as Exhibit A.
2. Term. The first clause of Paragraph seven (7) of the Access Agreement shall be amended to read: Unless otherwise agreed to in writing, this Agreement shall terminate upon the earlier of (a) ten (10) years after the Execution Date of this amendment; (b) notice from Tyco that it has completed the Work. This agreement may be renewed upon written agreement of Tyco and the Marinette Common Council or its designee for one or more additional term(s) for such periods as the parties may agree (“Additional Term”).

The second clause of Paragraph seven (7) shall remain unchanged.

3. Terms of Original Agreement. All other terms and conditions of the Access Agreement not modified in this amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

In Witness Whereof, the parties have executed this Seventh Amendment to Access Agreement as of the date first written above.

City of Marinette

Tyco Fire Products LP ("Tyco")

By: _____
Steve Genisot

Steve Genisot, Mayor

By: _____
Denice Nelson
Its: Senior Director, Remediation & Strategy

EXHIBIT A

The Activities will include some or all of the following:

Location. Proposed locations are shown in the attached figure (Figure 1 of this Exhibit A), within public rights-of-way (ROW) and on Parcel 251-04593.000. Select locations are approximate and may need to be adjusted based on site conditions or accessibility; target areas are listed below.

Schedule. Activities will be conducted per the specified single-timeframe; or on a recurring basis through 2036 as indicated, subject to Additional Terms of the Access Agreement being agreed in writing by the parties. Tyco or Consultant will provide a minimum of five (5) working days notice to City of field and/or data collection activity.

Activities. The Activities will include some or all of the following. Tyco and Consultant will ensure all appropriate safety measures are taken and will remove from the work locations any materials generated from completing the work.

1. **Groundwater Monitoring, Recurring.** Up to four monitoring (sampling and gauging) events at existing and new monitoring well locations (Figure 1 of Exhibit A) per year.
 - a. Locations include Cleveland Avenue ROW, Mary Street ROW, University Drive ROW, Newberry Avenue ROW, Carney Boulevard ROW, Garfield Avenue ROW, Prairie Street ROW at Lake Park Drive, Edwin Street ROW, Shing Wa-Uk Drive ROW, Todd Street ROW, Pierce Avenue ROW, Woleske Road ROW, Gallagher Road ROW, West Bay Shore Street ROW, Water Street ROW, 9th Street ROW, West Bay Shore Street ROW, 4th Street ROW, Industrial Parkway South, and Jordan Drive ROW. Additionally, locations include Parcel 251-06755.000, also known as 1632 Church Street; Parcel 251-04963.000 on West Hosmer Street; Parcel 251-04727.004 at the 6th Street Slip parking lot; and Parcel 251-04593.000 on Water Street.
 - b. Scheduled to begin in 2026, continuing through 2036 as needed, subject to Additional Terms of the Access Agreement being agreed in writing by the parties.
 - c. Samples will be analyzed for PFAS, as needed.
2. **Groundwater and Surface Water Monitoring, Groundwater Extraction Treatment System (GETS) Long-Term Monitoring.** [No additional scope for this amendment; Refer to the Sixth Amendment for related Activities.]
3. **Groundwater Vertical Aquifer Profiling (VAP).** VAP sampling and borehole abandonment at three locations within the ROWs of Cleveland Avenue, Jordan Drive, and Edwin Street.
 - a. The borings will be advanced with a drill rig using sonic techniques to retrieve groundwater samples. Groundwater samples will be collected from various intervals until reaching the intended investigation depths within overburden soils. Once sampling is completed, the boreholes will be either (a) finished as a permanent monitoring well (refer to Exhibit C, Section 2 below) or (b) properly closed and surface repaired to match existing surroundings. Boring locations will be surveyed (elevation and coordinates).

- b. Samples will be analyzed for PFAS and other substances as needed.
 - c. Scheduled April – June 2026
4. **Monitoring Well and Piezometer Installations.** Seven additional monitoring wells are proposed to be installed.
- a. Locations include Parcel 251-04593.000 on Water Street, Cleveland Avenue ROW, Jordan Drive ROW, and Edwin Street ROW.
 - b. Scheduled April 2026 – June 2026
 - c. *Overburden* monitoring wells will be installed using a sonic rig. Assumed well depths range from approximately 20 to 60 feet below ground surface. Wells will be constructed of 2-inch-diameter schedule 40 polyvinyl chloride (PVC). After installation, monitoring well locations will be surveyed (elevation and coordinates).
5. **Repairs, Replacements, and Abandonments.** Repair, replacement and/or abandonment of monitoring wells may be required during the time in which this agreement applies.
- a. Locations vary, as indicated on Figure 1
 - b. Scheduled January 2026 – August 2036, subject to Additional Terms of the Access Agreement being agreed in writing by the parties.
6. **Surveyed Benchmarks.** Surveyed benchmarks (i.e., a small marker etched and/or painted), which were previously installed at road crossings of Ditch B, will be properly maintained to facilitate the collection of water levels. [No additional scope for this amendment; Refer to the Sixth Amendment for related Activities.]
7. **Mini-Piezometer Installations and Gauging.** Annual installation and removal, as needed, for ditch surface water and groundwater elevation data collection. [No additional scope for this amendment; Refer to the Sixth Amendment for related Activities.]
8. **Surface Water Sample Collection.** Surface water sampling in Ditches A, B, C, and D. [No additional scope for this amendment; Refer to the Sixth Amendment for related Activities.]



Aurora Global Defense Control #
A001278

This proposal has been prepared by:

Jeffrey Conoley

CEO of Auora Global Defense Systems

PROPOSAL FOR PURCHASE AND REDEVELOPMENT Subject Property: UW-Green Bay, Marinette Campus (Select Buildings) **Submitted To:** The County of Marinette, Wisconsin **Submitted By:** Aurora Global Defense Systems

1. Executive Summary

Aurora Global Defense Systems ("AGDS") is pleased to submit this proposal to the County of Marinette to acquire specific assets of the former college campus. Our mission is two-fold: to establish a premier Research & Development (R&D) hub for Federal and State defense technologies and to preserve vital community assets for public use.

AGDS proposes to acquire the Theater, Library, and Tech Center for a nominal sum, relieving the County of ongoing maintenance liabilities while injecting high-tech employment opportunities into the local economy. We aim to secure major Federal contracts in robotics, AI, and drone technology, positioning Marinette as a hub for national defense innovation.

2. Purchase Offer & Financial Structure

Purchase Price: AGDS proposes the acquisition of three (3) distinct buildings for the total sum of **\$3.00 USD** (\$1.00 per building).

The Buildings:

1. The Theater Building 22,000 SQF (Approx)
2. The Library Building 19,000 SQF (Approx)
3. The Tech Center 38,000 SQF (Approx)

Renovation & Capital Budget: It is our understanding that the County currently holds a designated budget of **\$1.5 Million** for the rehabilitation and repair of these facilities. As part of this transfer agreement:

- This budget shall be rolled over into the property to execute necessary repairs and structural upgrades.

- Funds will be utilized to bring the facilities up to operational status and meet strict Federal R&D facility standards.
- AGDS will work collaboratively with the County to oversee these repairs.

3. Property Utilization Plan

AGDS is committed to a mixed-use model that balances high-security government contracting with open community access.

A. The Theater Building (Community Hub & Executive HQ)

AGDS recognizes the cultural importance of the theater. We propose a hybrid use model:

- **Continued Educational Use:** UWGB and NWTC may continue to utilize the theater for educational purposes at **no cost (coordinated via the AGDS scheduling team).**
- **Community Access:** Non-profits and surrounding schools may utilize the theater at **no cost (coordinated via the AGDS scheduling team).**
- **Public Safety:** Police and Fire entities from both **Marinette, WI** and **Menominee, MI** are granted **no-cost access** for events or training (**coordinated via the AGDS scheduling team.**)
- **AGDS Presence:** Existing office spaces within the Theater building will be partitioned and renovated by a local contractor to serve as the Executive Headquarters for Aurora Global Defense Systems.

B. The Library & Tech Center (Secure R&D Facilities)

These facilities will be converted into secure government contracting sites focused on:

- Robotics
- Unmanned Aerial Systems (Drone) Technology
- Artificial Intelligence (AI) for Public Safety and Government Services

Operational Note: These facilities will be strictly used for **Research and Development**. *At no time will prototypes be flight-tested or live-tested outside of the facility in a manner that disturbs the community.*

4. Maintenance & Operations

Upon acquisition, Aurora Global Defense Systems assumes full responsibility for:

- **Internal & External Structure:** Long-term maintenance of the building shells and interiors.

- **Beautification:** Landscaping and general upkeep of the immediate grounds to ensure the campus remains an aesthetic asset to the neighborhood.

5. Economic Impact & Community Commitment

AGDS is not just buying buildings; we are investing in Marinette, WI and Menominee, MI.

- **Job Creation:** We project the creation of **100 on-site positions** within the first 24 months of operation, with a additional 500 plus jobs when granted manufacturing government contract awards that would be in a different location than the R&D facilities.
- **Local Procurement Priority:** AGDS mandates a "Community First" supply chain model. We will prioritize local vendors and contractors for materials and services whenever they fall within competitive industry standards.
- **Strategic Goals:** Our business model targets billions of dollars in Federal and State contracts across the United States and its territories, bringing significant tax revenue and economic visibility to the region. Supporting our community and the United States of America is the core of our identity.

6. Risk Mitigation & Exit Strategy

We are confident in our business model. However, to protect the County's interests, AGDS offers the following assurance:

- In the unlikely event that AGDS is not successful with its business ventures, AGDS commits to assisting the County in the **demolition of the Tech Center and Library**.
- These parcels would subsequently be re-designated and developed into a **community park**.

7. Optional Addendum: The Recreation Center

In addition to the core proposal, AGDS is willing to acquire the **Marinette County Fieldhouse** for an additional sum of **\$1.00 USD**.

Proposed Utilization:

- **Nautical R&D:** The pool is a critical asset for the testing of small nautical drones in a controlled environment.
- **Public Safety:** The pool remains available to local Public Safety entities for water rescue training.
- **Public Gym Access:** The weight room and fitness areas will be placed under contract with a professional commercial gym organization to ensure high-quality public access is

maintained and all public safety personnel for the Marinette and Menominee counties can utilize the facilities cost free.

8. Conclusion

Aurora Global Defense Systems offers the County of Marinette a solution that eliminates carrying costs, preserves the beloved Theater for the community, and creates a pathway for a high-tech future in the region. We look forward to partnering with the County to support our nation's defense and our local community.

Signature,

Jeffrey Conoley

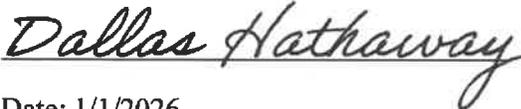
CEO of Aurora Global Defense Systems

Handwritten signature of Jeffrey Conoley in cursive script, written over a horizontal line.

Date: 1/1/2026

Dallas Hathaway

CFO of Aurora Global Defense Systems

Handwritten signature of Dallas Hathaway in cursive script, written over a horizontal line.

Date: 1/1/2026

John Kruger

COO of Aurora Global Defense Systems

Handwritten signature of John Krueger in cursive script, written over a horizontal line.

Date: 1/1/2026