



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, MAY 8, 2018, 1:30 PM
CITY HALL, ROOM 310**

A. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barb Dorff, James Blumreich, Kathy Hinkfuss, and Melanie Parma.
Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

B. Approval of the Agenda.

1. Approval of the agenda for the May 8, 2018, meeting of the Redevelopment Authority.

C. Approval of Minutes.

1. Approval of the minutes from the April 10, 2018, regular meeting of the Redevelopment Authority.

D. Regular Business.

1. Selection of members to serve on various subcommittees of the Redevelopment Authority.
2. Consideration with possible action to approve a Request for Proposals for the purchase and redevelopment of the Adams Street lot located on the 200 block of North Adams Street.
3. Consideration with possible action on a development agreement with NeighborWorks Green Bay for the property located at 720 North Broadway (Parcel 5-75).
4. Consideration with possible action on granting additional funds to Creative Edge Properties LLC and extending the timeline for the rehabilitation of 159 North Maple Avenue (Parcel 4-111).
5. Consideration with possible action on a planning option with Creative Edge Properties LLC for the property located at 1634 6th Street (Parcel 6-475).
6. Consideration with possible action on a planning option with Hatch Properties LLC for the property located at 223 South Buchanan Street (Parcel 3-1175-R).

7. Consideration with possible action on a planning option with Paul D Manke Photography for the property located at 1200 South Broadway (Parcel 1-855).

E. Informational.

1. Financial report and check register.
2. Director's Report and Project Updates.
3. Next meeting: June 12, 2018 at 1:30 PM
4. CivicClerk training session.

F. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the 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.



MINUTES 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.

Present: Harry Maier, Gary Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Tom Weber, Joe Moore, Excused:

Liaisons Present: Jeff Mirkes, Leah Weycker, Brian Johnson

B. APPROVAL OF THE AGENDA.

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

Moved by Gary Delveaux, seconded by Matt Schueller to approve the agenda for the April 10, 2018, meeting of the Redevelopment Authority. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

C. APPROVAL OF MINUTES.

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

Moved by James Blumreich, seconded by Gary Delveaux to approve the minutes from the March 13, 2018, regular meeting of the Redevelopment Authority. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

D. NEW BUSINESS.

I. Election of Chair and Vice-Chair of the Redevelopment Authority.

Moved by Tom Weber, seconded by James Blumreich to nominate Gary Delveaux as Chair. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by James Blumreich, seconded by Joe Moore to nominate Matt Schueller as Vice-Chair. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

2. Selection of members to serve on various subcommittees of the Redevelopment Authority.

Moved by Melanie Parma, seconded by Tom Weber to table selection of members to serve on various subcommittees of the Redevelopment Authority. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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.

Moved by Tom Weber, seconded by Matt Schueller to open the floor for discussion. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Harry Maier, seconded by James Blumreich to return to regular order of business. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Joe Moore, seconded by Tom Weber to 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. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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.

Moved by Joe Moore, seconded by James Blumreich to 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 including language for clarification of condo definition. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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.

Moved by James Blumreich, seconded by Harry Maier to rescind initial offer to award 1130 Stuart Street to Good Faith Framing and Remodeling. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by James Blumreich, seconded by Harry Maier to execute a development agreement with Mitch's Hometown, LLC for the rehabilitation and sale of 1130 Stuart Street (Parcel 14-997). Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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).

Moved by Harry Maier and seconded by Tom Weber 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). Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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

Moved by Tom Weber, seconded by Melanie Parma to open the floor for discussion. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Harry Maier, seconded by Tom Weber to return to regular order of business. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Harry Maier, seconded by Joe Moore to execute a 60-day planning option with Givadaam Ventures, LLC for 1915 Harold Street (Parcel 21-2165). Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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.

Moved by Joe Moore, seconded by James Blumreich 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. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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

Moved by Matt Schueller, seconded by Melanie Parma to approve the offer to purchase in the amount of \$85,000.00 pending verification of HUD eligibility requirements. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

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.

Moved by Tom Weber, seconded by Melanie Parma to go into closed session. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Joe Moore, seconded by Melanie Parma to return to regular order of business. Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

Moved by Matt Schueller, seconded by Harry Maier to direct staff to negotiate the sale of Baylake Bank property at 310 N. Washington Street (Tax Parcel 12-86-1). Motion carried.

Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux, Tom Weber, No- None, Abstain- None

E. INFORMATIONAL.

I. Financial report and check register.

Moved by Tom Weber, seconded by Matt Schueller to receive and place on file. Motion carried.
Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux,
Tom Weber, No- None, Abstain- None

2. Director's Report and Project Updates.

Moved by Tom Weber, seconded by Matt Schueller to receive and place on file. Motion carried.
Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux,
Tom Weber, No- None, Abstain- None

F. NEXT MEETING DATE

I. May 8, 2018 at 1:30 PM

G. ADJOURNMENT

Moved by Harry Maier, seconded by Joe Moore to adjourn at 3:17 p.m. Motion carried.
Yes- Joe Moore, Harry Maier, James Blumreich, Melanie Parma, Matt Schueller, Gary Delveaux,
Tom Weber, No- None, Abstain- None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

AGENDA ITEM # D.1.

Selection of members to serve on various subcommittees of the Redevelopment Authority.

BACKGROUND

RECOMMENDATION

See attached.

FISCAL IMPACT

ATTACHMENTS

1. RDA Subcommittee List Appointed 050818

Redevelopment Authority of the City of Green Bay
Subcommittee Members
Appointed 5/8/18

Funding Administration Subcommittee

Jim Blumreich
Melanie Parma
Ald. Barb
Dorff

Real Estate Subcommittee

Melanie Parma
Matt Schueller
Vacant

Community Development Revolving Loan Fund Committee

Matt Schueller
Jim Blumreich



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.2.

Consideration with possible action to approve a Request for Proposals for the purchase and redevelopment of the Adams Street lot located on the 200 block of North Adams Street.

BACKGROUND

This site is currently used as a public surface parking lot. It had been previously used as a parking lot for the Port Plaza/Boston Store. The RDA has received inquiries from multiple developers who have shown an interest in redeveloping this lot. Staff has drafted a Request for Proposals that coincides with the recommendations as provided by the City's 2014 AuthentiCity Plan. The plan recommends this site to be used for mixed use development with a requirement that the 1st floor be commercial.

The staff goal is to have all submissions submitted by August 24, 2018, with a final recommendation to the RDA being presented on September 11, 2018.

RECOMMENDATION

To approve a Request for Proposals for the purchase and redevelopment of the Adams Street lot located on the 200 block of North Adams Street.

FISCAL IMPACT

ATTACHMENTS

1. Adams Lot Request for Proposals



City of Green Bay
Department of Community and Economic Development

Request for Proposals

Adams Street Lot

200 Block N. Adams Street



Redevelopment Authority of the City of Green Bay

Released May 9, 2017

**Request for Proposals:
Adams Street Parking Lot
200 Block N. Adams Street**

I. Introduction

A. Project Overview

The Redevelopment Authority of the City of Green Bay (RDA) is seeking proposals for the purchase and redevelopment of the Adams Street Lot, located on the 200 block of North Adams Street (tax parcels 12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109, 12-110, 12-111, 12-112).

B. Project Goals

The property is in the core of the Downtown, surrounded by successful redevelopment projects of the recent past that have moved forward the vision of making Downtown an authentic, livable community that looks to the future and honors community identity.

The RDA's goals for this property include the following:

1. Positively utilize the site for economic growth
2. Generate tax base
3. Work with the City of Green Bay and Downtown Green Bay, Inc. to positively promote the development
4. Facilitate a development that corresponds with the City's 2014 AuthenticCity Plan while considering recent market trends

C. Property Summary

Location: Southern half of the 200 block of North Adams Street

Property Ownership: RDA

Parcel(s): 12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109, 12-110, 12-111, & 12-112

Site Size: 1.5 acres (63,290 square feet)

Type of Project: Preference will be given to a mixed-use development with an emphasis on housing creation. The first story must have a commercial user(s).

Land Value: \$759,480

D. Property Background

The site is currently used as a public surface parking lot. There is a plaza in the southwest corner, the intersection of N. Washington St. and Cherry St., which will remain in its current location. The site had previously been used as parking for the Port Plaza Mall/ Boston Store. Previous to 1982, the site was made up of several downtown commercial buildings.

E. Environmental Condition

The City is currently in the process of conducting a Phase I Environmental Site Assessment (ESA). If necessary, the City will also fund a Phase II ESA, additional site investigations, and remedial action plan.



II. Proposal Requirements

A. Content and Organization

To achieve a uniform review process and a degree of comparability, the proposals should be organized in the following order and contain all of the following information:

1. Title Page

Show the proposal title, the name of firm, address, telephone number(s), name of contact person, the date, and other relevant company information.

2. Alignment with Strategy

Please provide a narrative of the project that shows how it aligns with our community and economic development strategy to generate innovative ideas, cultivate ideas into businesses, and retain and attract smart and skilled people. The City supports projects that make our community more:

1. safe; projects that:
 - 1.1. rehabilitate buildings and/or build new structures using the latest codes
 - 1.2. remove attractive nuisances and other problem properties
 - 1.3. eliminate and/or reduce transportation hazards
 - 1.4. invest in neighborhoods with high complaint and/or police call volumes
2. healthy; projects that:
 - 2.1. remediate environmental contamination from the parcel and/or structures
 - 2.2. enhance the physical (soil, water, air) landscape
 - 2.3. include high-performance design elements, mechanical systems, and interior finishes
 - 2.4. encourage human-powered movement
3. connected; projects that:
 - 3.1. interact positively with adjacent properties, the neighborhood, and community
 - 3.2. strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure
 - 3.3. strengthen and/or expand pedestrian, bicycle, and transit transportation networks
 - 3.4. create and/or enhance public spaces and amenities
4. loved; projects that:
 - 4.1. remove blighted and neglected structures
 - 4.2. expand our range of residential and commercial real estate products
 - 4.3. be designed and built to last
 - 4.4. provide options for converting project to alternative uses

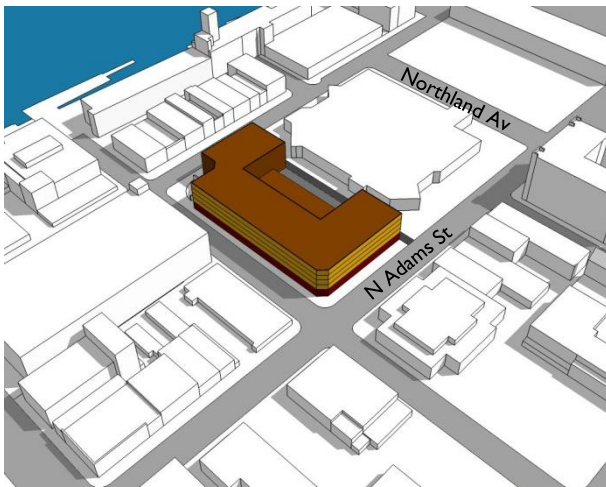
3. Design and Use

Describe the project and provide a scope of work. Include a preliminary site plan with the proposed building footprint, parking, and circulation. Also submit massing diagrams or elevations showing how the proposed development relates to the surrounding blocks.

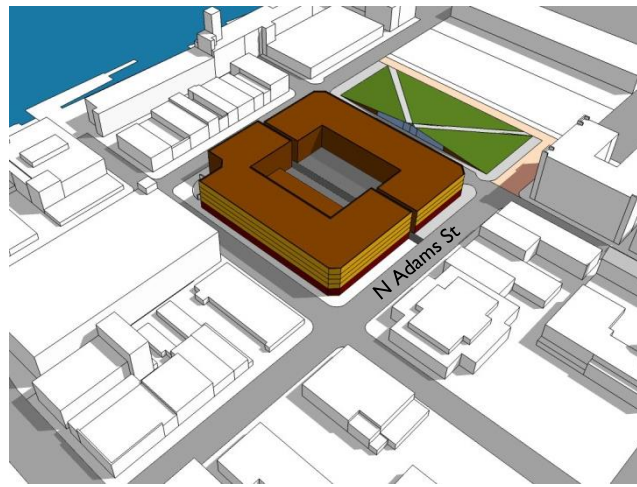
Discuss the occupancy of the completed project. Provide a detailed explanation of the end user(s) for this property. Offer an idea of the target market for the proposed concept and how the property will be marketed. The Developer should provide a timeline for tenancy and include any challenges that may be perceived.

Long-Range Planning. This site is highlighted in [Downtown district plans](#) adopted by the City (see Appendix). The plan recommendations for this site are to house a mixed-use development, with long-term plans for the extension of Pine Street and the addition of a public park on parcels to the north. Scoring for “Form” will be based on consideration of the effects on current neighboring properties as well as the long-term vision for Downtown. The Downtown plan is specific about certain elements that may have changed with market changes.

The images below demonstrate concepts for long-term development phases on and around the site.



1: Development on Adams St lot with 2-story Baylake City Center remaining



2: Future developments on blocks north of current site: mixed-use development and town square

Form. The building must be designed to comply with Downtown Two (2) zoning requirements and complement the established Downtown character:

Architectural Character	Sensitivity to context. Identifiable and distinct.
Articulation	Emphasis on building corners at intersections. Buildings greater than thirty (30) feet wide are divided into smaller increments through variations in materials or through architectural elements.
Alignment	May have slight variations to the zero (0) foot setback to enhance building entrances or streetscape elements; i.e. outdoor café seating, entrances. First story is distinct from upper stories, through change in building materials or textures or through sign bands, awnings, arcades, etc.
Building Materials	Brick and stone; other material for accent features only. Rear façade may have concrete masonry units with color treatment.
Color	Reflect the existing and desired context
Fenestration	Minimum of fifty percent (50%) of the first story (street-facing) façade is transparent. Upper story windows: punched openings, reflective glass discouraged.
Modulation	No blank facades. Variation in treatments. Pedestrian scale. Modulation rhythm through setbacks, façade widths, heights, colors, materials, and architectural features
Height	Minimum height is four (4) stories.

Higher points will also be attainable for the demonstration of sustainable, cost-saving design and construction.

Parking. The project must provide sufficient parking to comply with the relevant requirements of City Code 13-1700. The project must also provide one hundred (100) spaces of public parking. This may be achieved through underground parking or an above-ground parking structure that is incorporated into the design of the building.

Public Art. One percent (1%) of the overall project budget shall be dedicated toward public art in the City. This may be through incorporating new art on the project site, through donation to the Green Bay Public Arts Commission, or a combination.

4. Investment

Provide an analysis of any expected increase in tax base generated by this project. Discuss project costs, including acquisition cost. The value of the property is estimated to be \$759,480.00. Proposals should identify planned sources of financing for the project. Attach any proof of funding sources; i.e. loan approvals, financial statements, letters of credit etc.

5. Capacity and Experience

Provide a timetable for construction, including start and completion dates, as well as a final goal for attaining occupancy of the property. Briefly discuss other projects (if any) that may limit the Developer's ability to complete this project in a timely manner.

Explain the Developer's qualifications and related experience in development. Provide résumés of project team members, any examples of previous projects that may relate to this type of development, and a list of contractors/ subcontractors to be used for this project.

B. Submittal Requirements

Proposals must be received by the RDA by Friday, August 24, 2018, no later than 4:00 p.m. CDT

Please send proposals to:

City of Green Bay
Department of Community & Economic Development
Attn: Ken Rovinski
100 N Jefferson St, Room 608
Green Bay, WI 54301

OR Email to: kennethro@greenbaywi.gov

The staff recommendation will be presented to RDA on September 11, 2018, at 1:30 p.m. CDT in Room 604 of City Hall.

III. Selection Process and Criteria

A. Selection Criteria

City staff will review and score proposals according to the following criteria:

Grading Scale

4	3	2	1	0
A	B	C	D	F

FACTOR	MAXIMUM POINTS
ALIGNMENT WITH STRATEGY	16
makes the City healthier	(4)
makes the City safer	(4)
makes the City more connected	(4)
makes the City more loved	(4)
DESIGN AND USE	24
overall form and character	(4)
density and intensity of structure	(4)
quality of use types	(4)
mix of use types	(4)
integration of public parking	(4)
integration of public art	(4)
INVESTMENT	24
scope of work	(4)
estimated property value at completion	(4)
estimated hard construction costs	(4)
total cash offer for all parcels	(4)
amount of requested public funding	(4)
proposed sources of financing	(4)
CAPACITY AND EXPERIENCE	16
project team qualifications	(4)
proposed time to complete	(4)
proposed time to attain occupancy	(4)
demonstrated success on similar projects	(4)
TOTAL POSSIBLE POINTS	80

B. Questions and Comments

All questions shall be submitted in written form to the contact information provided below by Monday, August 6, 2018. Answers will then be provided, via the City website (www.greenbaywi.gov), as a part of an addendum to this RFP.

Mail to: City of Green Bay
Department of Community & Economic Development
Attn: Ken Rovinski
100 N Jefferson St, Room 608
Green Bay, WI 54301
OR

Email to: kennethro@greenbaywi.gov

C. Selection Process

The developer selection process will involve the following primary steps:

1. *Proposal review*
2. *Staff Recommendation of selected developer*
3. *RDA approval of selected developer*
4. *Finalize / execute Development Agreement*

D. Timeline

- Questions due: Monday, August 6, 2018
- Addendum posted: Thursday, August 9, 2018
- Proposals due: Friday, August 24, 2018 by 4:00 p.m.
- RDA selection: Tuesday, September 11, 2018 at 1:30 p.m.

E. Rules Governing Competitive Evaluation**1. Examination of Request for Proposals**

Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

2. Contract Negotiations

The highest-ranked Developer will enter into negotiations with the RDA. If an agreement cannot be met, the RDA will notify the Developer and stop negotiations. Then the second highest Developer will enter into negotiations. This process may continue until a successful negotiation(s) occurs. The RDA reserves the right to cease any negotiations with any Developer should it be in the RDA's best interest.

3. Completeness, Addenda, Rejection, Cancellation, Preparation Cost

This Request for Proposals (RFP) has been prepared by the RDA and does not purport to be all-inclusive or to contain all of the information a prospective purchaser or developer may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

The RDA reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. The RDA reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the RDA's or the City's best interest. All materials submitted in response to this RFP become the property of the RDA.

The RDA will not be responsible for costs associated with preparing proposals. By submitting a proposal, each Developer agrees to be bound in this respect and waives all claims regarding such costs and fees.

IV. Appendix

Downtown Core Enhancements

The downtown core enhancements project envisions a new signature public green space occupying a full city block and located between Washington and Adams Street just south of the new Schreiber Foods office building (see Figure 7: Pine Street Extension- Town Square). The location of this square in the core of downtown creates the potential for the square to be activated on all four sides by varying uses, including a new mixed-use anchor building. This follows a number of best practices for successful public spaces, creating activity throughout the day and evening by different user groups and for different purposes.

The northern edge of the square is bounded by the new Schreiber Foods office building and this façade acts as the “front door” to this important community business and asset. An extension of CityDeck Court to the east creates a vehicular access drive to this front door and new angled parking spaces along the square create the opportunity for short term parking for visitors and clients of Schreiber Foods. This business edge would activate the square during weekdays; on mornings as employees arrive to work, during lunch hours, and on evenings after work. The square provides an ideal venue for Schreiber and other downtown employees to enjoy an active, urban environment and would either replace or expand the planned green that Schreiber began to construct in 2013.

The eastern edge of the square is bounded by the Hotel Northland. This historic hotel has been targeted for reinvestment and renovation and the square creates a strong amenity, bringing value to that property. Currently views from upper floors of the hotel look out over the roof of the Baylake Bank building. For out-of-town visitors, this is a less than ideal view of what Green Bay’s downtown has to offer. The square will create a scenic and memorable space not only for hotel guests to view but also to use, particularly on evenings and weekends when hotels are typically most active.

The western edge of the square is bounded by Washington Street and many first floor commercial uses, most notably the Children’s Museum. These uses will activate the square during weekdays and even more so on weekends. As families visit the Children’s Museum it is important to offer other nearby activities that invite them to stay downtown, explore what other things Green Bay’s downtown has to offer, and perhaps to make a day out of the museum visit. Additionally, the square could incorporate additional outdoor learning activities or public art to complement the Children’s Museum.

The southern edge of the square is created by extending Pine Street west to Washington Street. Pine Street has been identified as an important corridor that connects Whitney Park and the Navarino neighborhood to the east with the downtown core and amenities such as the Library. Currently Pine Street ends at Adams Street and is cut off from the Fox River by the Baylake Bank building, which is the last remaining remnant of the downtown mall. The Pine Street Square project would extend Pine Street all the way to the CityDeck and reinforce the importance of this corridor which connects so many important downtown amenities. Additionally, new angled on-street parking spaces could be created to provide short-term parking options for nearby retailers and to create a more pedestrian-friendly streetscape.

Extending Pine Street also creates a new development block to the south. This new city block becomes highly valuable with its proximity to the Cherry Street parking ramp, CityDeck and the new town square (see Figure 8: Town Square Perspective). Development on this block is envisioned as a 7-story mixed-use building that incorporates a 720 space in-structure parking ramp. Up to 33,000 square feet of first floor retail would line Pine and Washington Streets and incorporate storefront windows and street trees, reinforcing the pedestrian character of these two important streets. Upper floors would be occupied by up to 150,000 square feet of office space.

Concept Data	
A	NEW MIXED-USE DEVELOPMENT - Seven-story, mixed use building with retail on the first floor, in-structure parking ramp, and upper story office space.
B	PINE STREET EXTENSION - Pine Street extended to Washington Street with angled, on-street parking on one side and specialty paving.
C	NEW PUBLIC PLAZA / GREENSPACE - Public plaza / greenspace with amenities
D	MIXED-USE COMMERCIAL/OFFICE



The extension of Pine Street will be retail and pedestrian oriented, activating the new public greenspace.

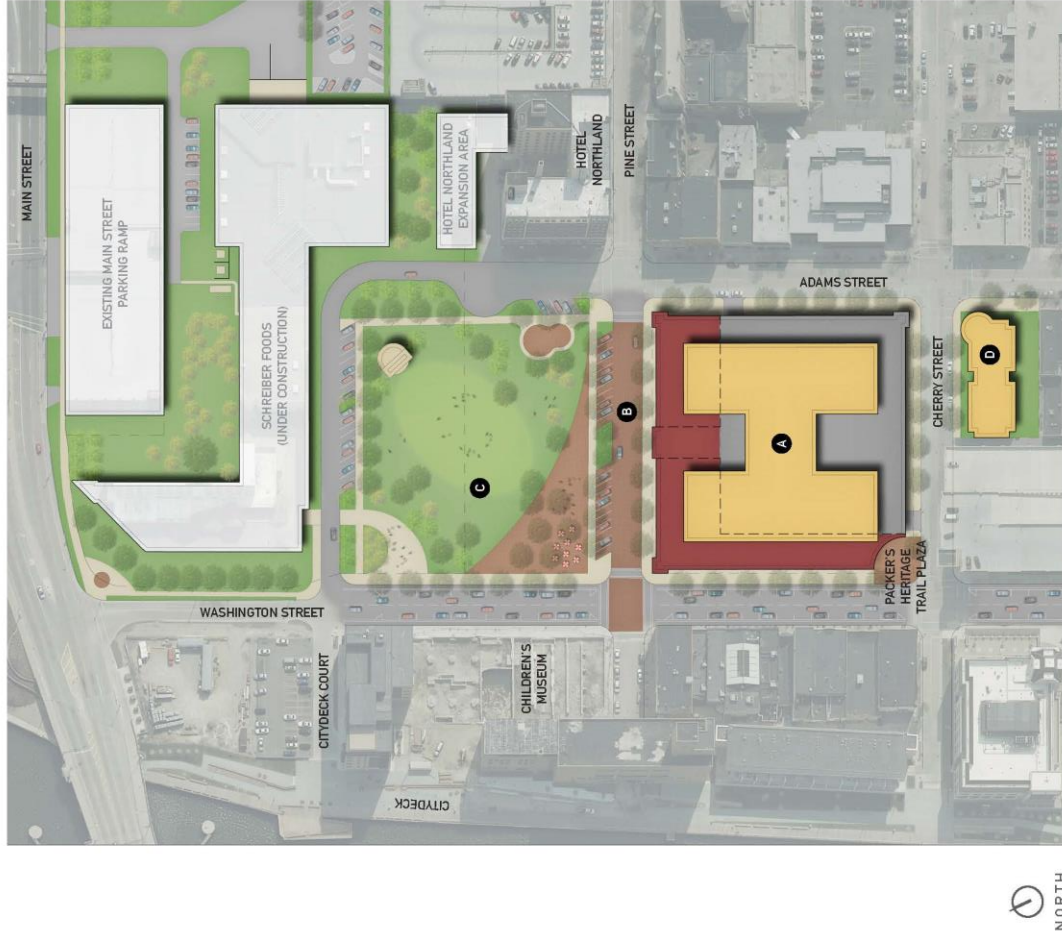


Figure 7: Pine Street Extension - Town Square



Figure 8: Town Square Perspective (looking southwest from North Washington Street and City Deck Court)



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.3.

Consideration with possible action on a development agreement with NeighborWorks Green Bay for the property located at 720 North Broadway (Parcel 5-75).

BACKGROUND

This property was a blighted structure that had numerous inspection and police calls for service throughout the last several years. It was approved to purchase by the RDA along with 503 South Ashland Avenue as a package on November 3, 2017. The multi-family structure that was built on this parcel was in a distressed state of repair, well beyond rehabilitation. The structure has recently been razed and has been marketed on the City's website under the New Homes in Your Neighborhood program (NHIYN).

NeighborWorks Green Bay has submitted an application for the NHIYN program, signifying that this would be their preferred site. They are requesting the full grant of \$20,000 to be used alongside the Adopt-A-Home program. NeighborWorks has successfully completed a similar project directly across the street at 719 North Broadway and is currently finishing up on another similar build at 308 South Quincy Street. All three of the projects will have used the Green Bay Area Public School District's BRIDGES program.

Upon completion of the project, the home will be sold to an owner-occupant.

RECOMMENDATION

To approve a development agreement with NeighborWorks Green Bay for the property located at 720 North Broadway (Parcel 5-75) using \$20,000 of Neighborhood Enhancement Funds.

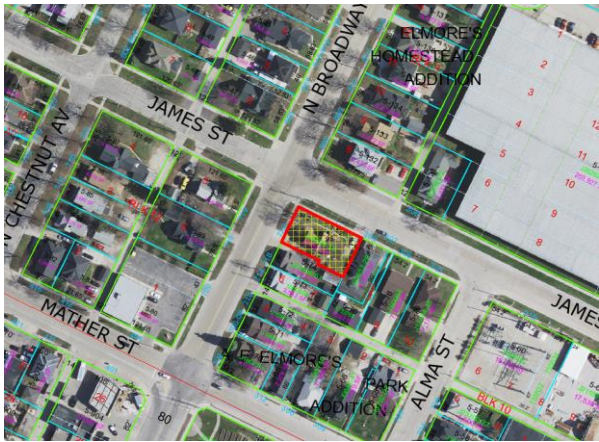
FISCAL IMPACT

The RDA approved the purchase of this property along with 503 South Ashland Avenue on August 8, 2017 for a total package price of \$79,900. The property at 719 North Broadway previously assessed at \$73,200. After demolition and reconstruction through the NHIYN program, the property is now assessed at \$175,400. This property looks to build on that success.

ATTACHMENTS

1. 720 N. Broadway Info
2. 720 N Broadway NeighborWorks Request

720 N. Broadway



Property Information:

Parcel ID 5-75
Lot Size..... 60' x 108'
Building SF..... 2,403SF
Old-style, Three-family
Zoning..... Residential Three

Priority Rating..... 85/100

Tax Information:

Land Value..... \$12,000
Improved Value..... \$67,400
Assessed Value \$79,400
Equalized Value..... \$43,500

Total Offer \$39,950

April 16, 2018

Redevelopment Authority of the City of Green Bay
c/o Ken Rovinski
100 N Jefferson Street, Room 608
Green Bay, WI 54301

RE: Letter of Interest for the vacant parcel at 720 N Broadway;

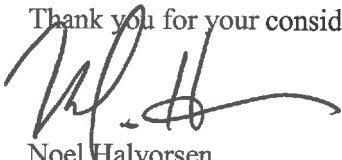
Dear Redevelopment Authority,

NeighborWorks Green Bay is requesting a planning option for the vacant lot at 720 N Broadway along with a New Homes in Your Neighborhood grant. We intend to construct a single-family home under our Adopt-a-Home program. This program has redeveloped or constructed 15 homes in Green Bay's original neighborhoods. The Adopt-a-Home program has partnered with the RDA most recently at 308 S Quincy Street (currently under construction) and 719 N Broadway (located across the street from the subject property).

The attached elevation, floorplans and photos show our initial planning for the proposed new construction home. While the front elevation will differ from recent projects, we plan to utilize a similar interior layout. We look forward to working with City staff on final details of this project .

We appreciate the partnership we have in building a better Green Bay.

Thank you for your consideration,



Noel Halvorsen
Executive Director
NeighborWorks Green Bay



APPLICATION FORM

Date Received
(Office Use Only)

New Homes in Your Neighborhood Program

Contact Person

Ken Rovinski
Neighborhood Development Specialist
(920) 448-3354

Name/Company Neighborhood Housing Services of Green Bay, Inc. dba NeighborWorks Green Bay

Current Address 437 S Jackson Street Green Bay WI 54301

Telephone Number (Home) (920) 448-3075 (Work) (920) 593-3703

Email scott@nwgreenbay.org

Applying for (check one): Development Agreement ☒ Planning Option ☐

Source of funding (provide proof w/ application) Adopt-a-Home Program

Estimated amount of investment \$ 200,000

Address of chosen RDA parcel 720 N Broadway

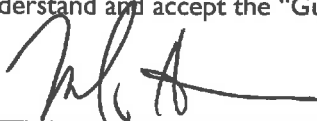
Briefly describe the project. Provide preliminary plans. Construct a 1,600+ sqft single family home with a detached garage similar to 308 S Quincy Street and 719 N Broadway. The exterior design to differ from 719 N Broadway to compliment the intersection.

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)

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.


Signature Noel Halvorsen - President / CEO

4/17/18
Date

Signature

Date



AUTHORIZATION FORM

New Homes in Your Neighborhood Program

I/We hereby authorize the City of Green Bay, to discuss pertinent information with my financial institution relating to financial capabilities, loan information and any other related assets that are needed to qualify for the New Homes in Your Neighborhood Program. I/We hereby authorize the City of Green Bay, to discuss pertinent information with my Builder/Developer and any other relevant parties regarding home plans, design and any other applicable information that is needed to qualify and attain the New Homes in Your Neighborhood Program.

I/We further authorize the City of Green Bay, to receive and /or know of any documents and/or actions relating to our file. In addition, the City of Green Bay may, at its sole discretion, obtain a Credit Bureau Report to verify information submitted to help ascertain eligibility for the Program.

It is understood that a photocopy of this form will also serve as authorization.

The information the City of Green Bay obtains is only to be used in the New Homes in Your Neighborhood Program.

Applicant Noel Halvorsen - President / CEO

4/17/18

Date

Applicant

Date



PROGRAM GUIDELINES

New Homes in Your Neighborhood Program

Contact Person

Ken Rovinski

Neighborhood Development Specialist
(920) 448-3354

This program offers an exciting opportunity for new construction on existing neighborhood infill sites owned by the Redevelopment Authority (RDA) of the City of Green Bay. The program provides funding to construct a single-family home for owner occupancy.

Eligibility:

- Individuals or builder/developers who complete the RDA application process. (This includes submitting a plan and providing adequate proof of funding for the project.)
 - An applicant may apply for a 60 day planning option to complete due diligence in obtaining construction plans, gathering financing and completing any other necessary research.
 - A \$500 deposit in the form of a cashier's check will be made out to the "Redevelopment Authority of the City of Green Bay."
 - Upon entering into a development agreement with the RDA, the planning option is considered fulfilled and the deposit will be returned.
 - If the applicant fails to enter into a development agreement within the 60 day period or any subsequent extension thereof, the deposit will not be returned.
- Once the plan is approved, RDA and applicant will enter into a development agreement and the parcel will be deeded to the applicant at no cost.

Requirements:

- Final structure must be an owner occupied single-family home.
- Design and character must fit that of the neighborhood as approved by staff.
 - Final design and site plan must be approved by RDA prior to transfer of land.
- Applicant is responsible for all construction costs including costs of all surveys and permits.
- Projects must be inspected by City Building Inspectors and be code-compliant upon completion.

Grant opportunity:

- Each parcel in the program is eligible for a grant of up to \$20,000. (See website for available grants. Amount of grant dependent on parcel selected.)
- No income restrictions on person/persons building or occupying home.
- Terms of grant provided to applicants is as follows:
 - Forgivable recorded, second mortgage loan at zero percent (0%) interest
 - No interest, no payments.
 - Loan will be given at closing of construction loan and can be utilized at first construction draws
 - Mortgage will be satisfied upon receipt of Certificate of Occupancy. (\$30 recording fee paid by applicant.)

Notice:

- No construction started prior to transfer of land may disqualify applicant from the program. Applicants are advised to not start work until project is approved and funded.
- If applicant fails to complete project or is unfinished after 1 year from the date of transfer of land and second mortgage, the loan will be called due with payment in full and land will be returned to RDA.
- The RDA reserves the right to deny any applicant a grant based on the applicant's ability to provide adequate information needed to determine eligibility, as determined by the staff of the City of Green Bay.

To apply:

Complete APPLICATION FORM, AUTHORIZATION FORM and review the PROJECT GUIDELINES.

Signed forms can be emailed to:

Ken Rovinski (kennethro@greenbaywi.gov)

OR

Mailed to:

Ken Rovinski - City of Green Bay

100 N. Jefferson, Room 608

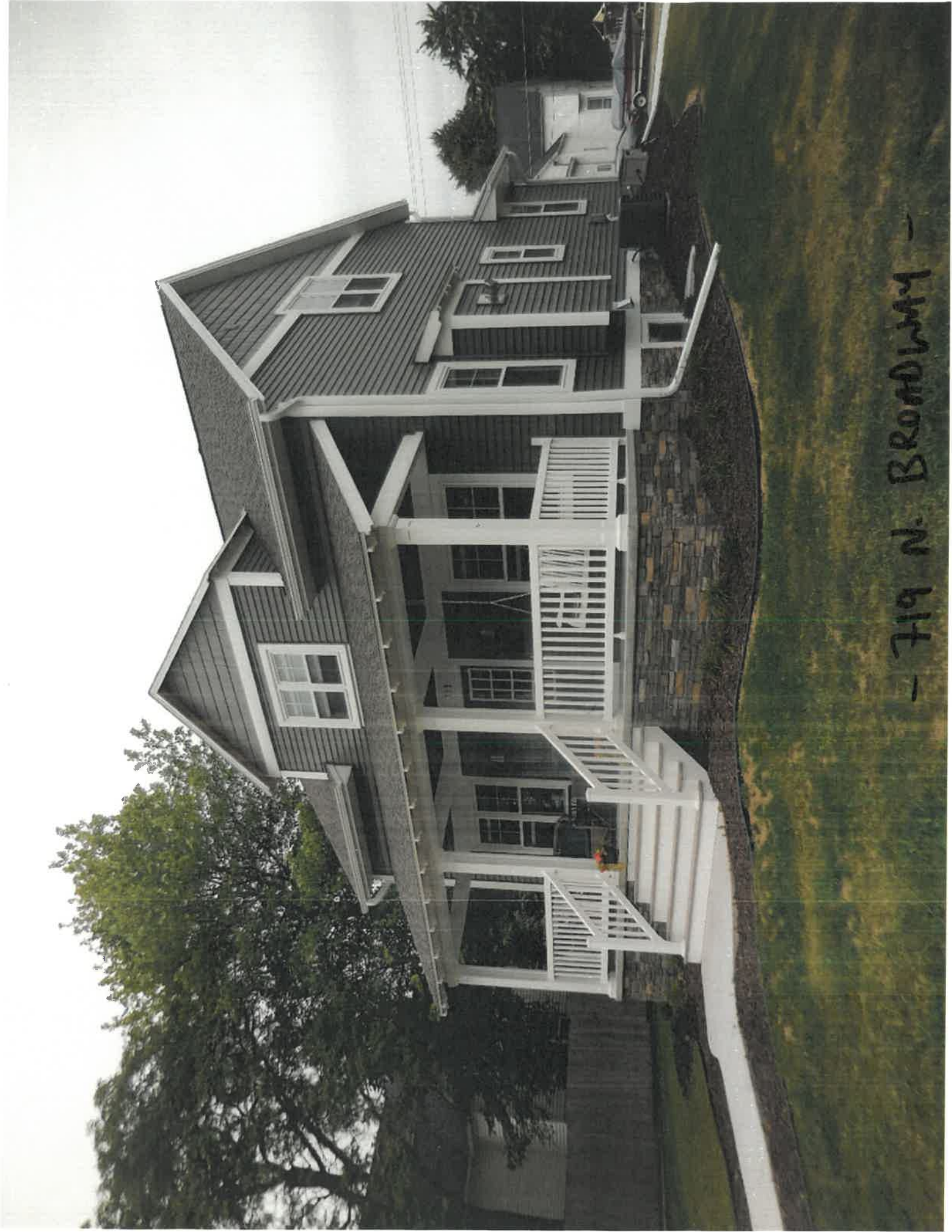
Green Bay, WI 54301

NeighborWorks Green Bay - Proposed New Construction



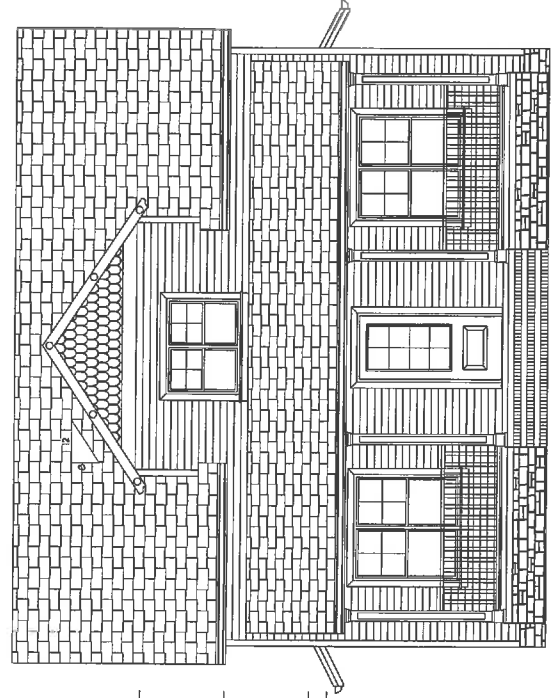
This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

04/16/2018
Scale 1:720

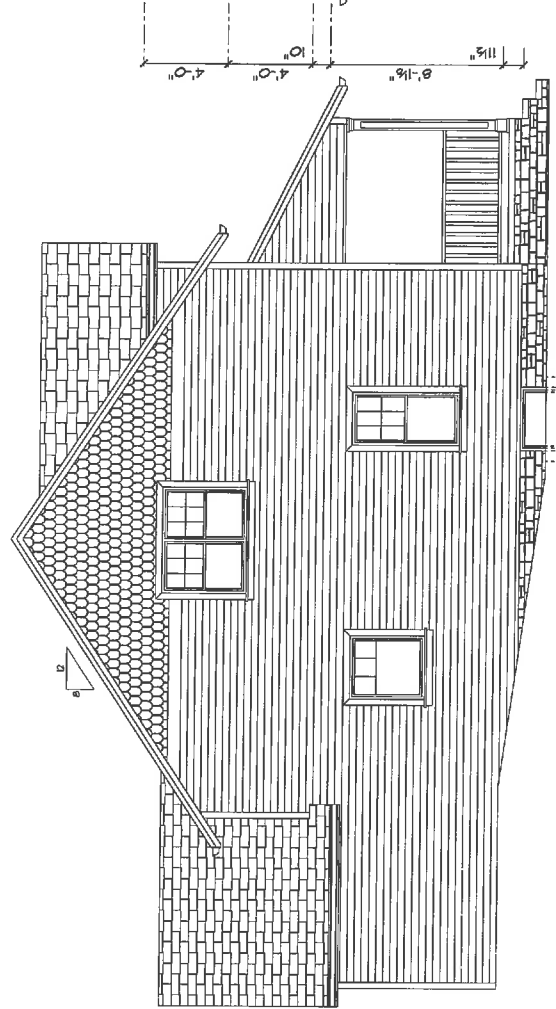


- 719 N. Broadway -

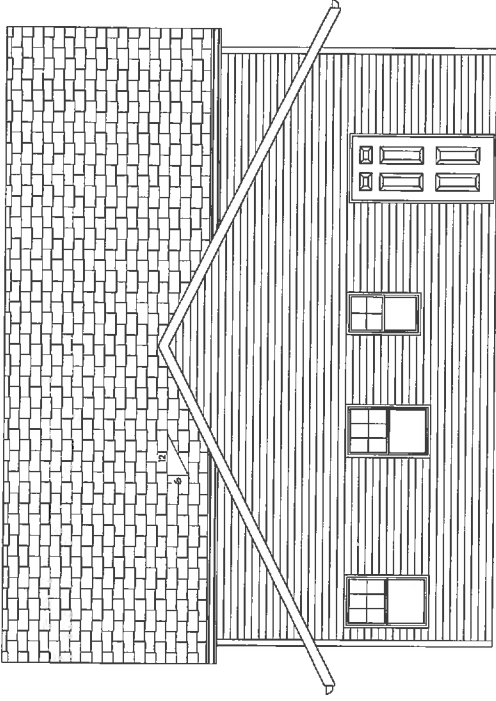
FRONT ELEVATION



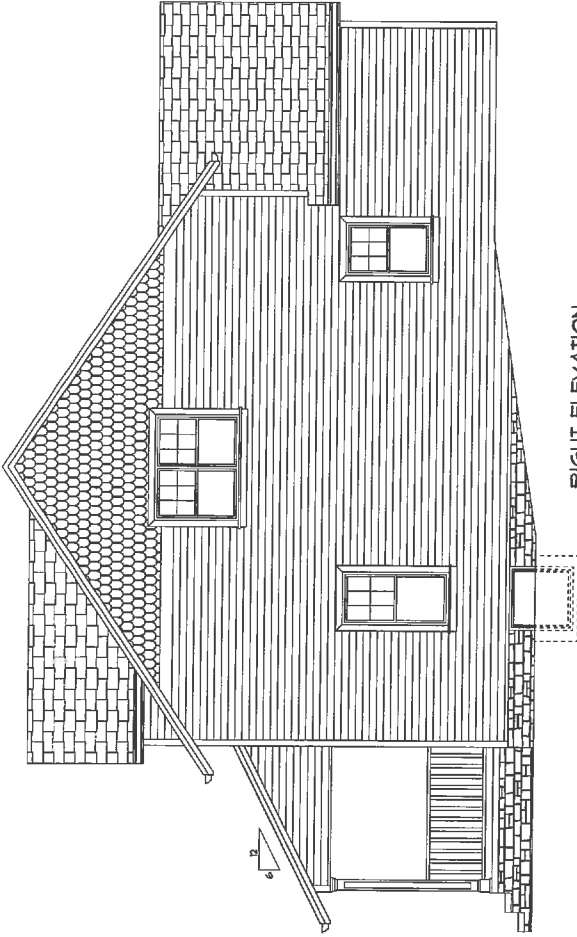
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



NEIGHBORWORKS

308 S. QUINCY STREET, GREEN BAY, WISCONSIN

McMonagle
MORE THAN JUST LUMBER

1105 N. ASHLAND AVE., DE PERE, WI 54115
(920) 336-3134 (920) 336-3136 FAX

website: www.mcmonaglelumber.com
e-mail: mcmonaglelumber@yahoo.com

REVISED: 10-24-17 BY:

DRAWN BY: M.A.P.

DATE: 9-21-17

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

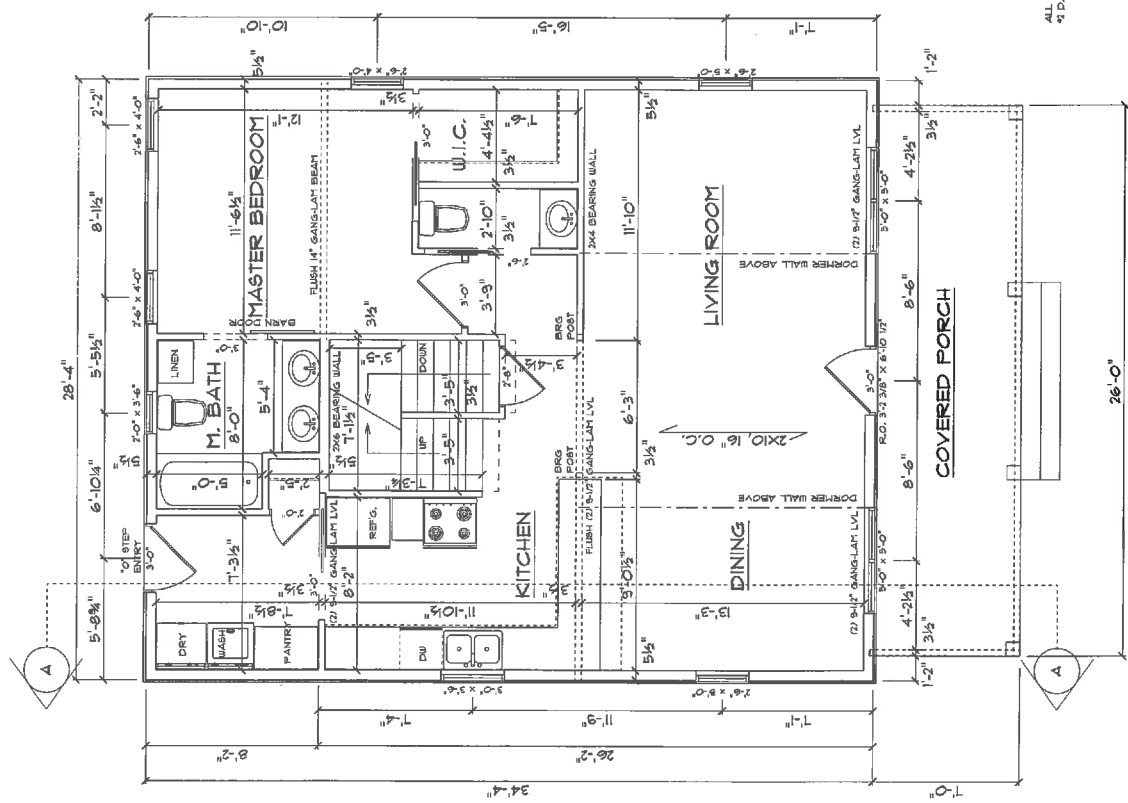
DRAWING NO.: 17-159

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE ARCHITECT MAKES NO WARRANTY, CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR SAME.

SHEET NO.

1 7

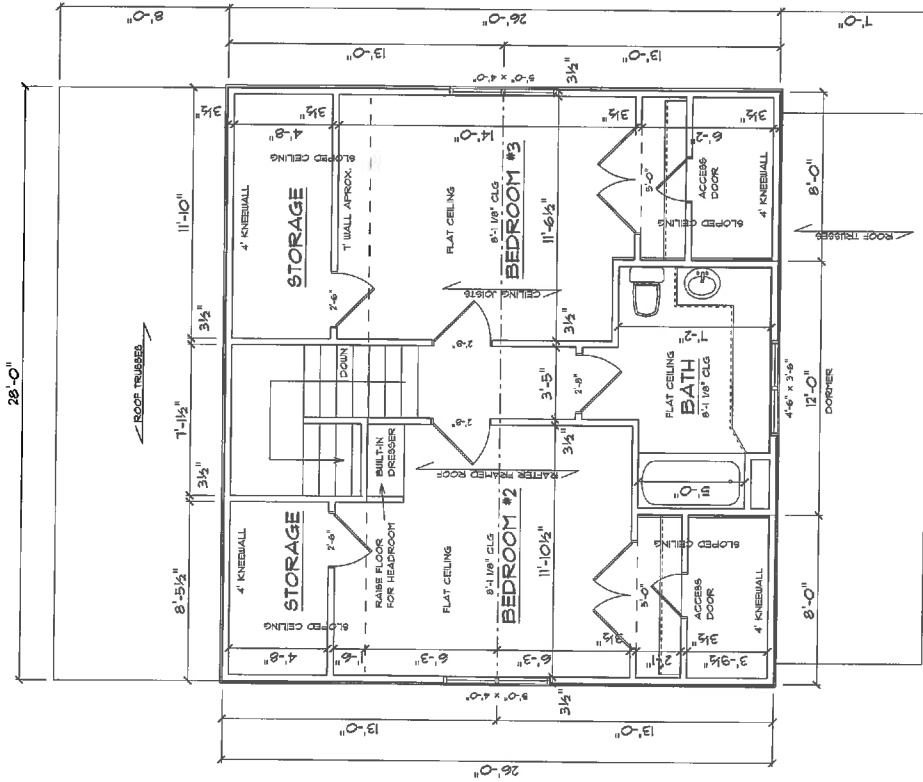
REVISED	BY	10-24-17 11-159 1/4" = 1'-0" 9-27-17 M.A.P. NEIGHBORWORKS 308 S. QUINCY STREET, GREEN BAY, WISCONSIN (920) 336-3134 (920) 336-3138 FAX 1105 N. ASHLAND AVE., DE PERE, WI 54115 MORE THAN JUST LUMBER McMonagle www.mcmonaglelumber.com 10000 W. WISCONSIN AVE., GREEN BAY, WI 54303 (920) 336-3134 (920) 336-3138 FAX



1ST FLOOR PLAN
913 SQ. FT.

NOTE: NO HOLES MAY BE BORED THRU BEARING WALLS
(INTERIOR & EXTERIOR) UNLESS ENGINEERED

2ND FLOOR PLAN
728 SQ. FT.



NEIGHBORWORKS

McMonaglie
MORE THAN JUST LUMBER

1105 N. ASHLAND AVE., DE PERE, WI 54115
(920) 336-3134 (920) 336-3136 FAX

1105 N. ASHLAND AVE., DE PERE, WI 54115
(920) 336-3134 (920) 336-3136 FAX

719 NORTH BROADWAY, GREEN BAY, WISCONSIN

DRAWN BY
M.A.P.

DATE 8-19-16

1/4"=1'-0"

16-140

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR SAME.

3

REVISED	BY
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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.4.

Consideration with possible action on granting additional funds to Creative Edge Properties LLC and extending the timeline for the rehabilitation of 159 North Maple Avenue (Parcel 4-111).

BACKGROUND

On February 13, 2018, the RDA approved entering into a development agreement with Creative Edge Properties LLC for the rehabilitation of 159 North Maple Avenue. Since acquiring the property from the RDA, the developer has completely gutted the house, saving architecturally significant items. All of the mechanical systems have been upgraded and new insulation has been installed. Rough-in inspections have all been passed and the developer is now on to drywall and plaster. With all of the construction work, there has been a new buzz in that neighborhood, drawing very positive attention.

Due to some unexpected weather, the project was set back a bit on exterior renovations but has now since had a new roof installed. The developer is requesting to move the completion date back a month from June 16 to July 20 due to this delay. The developer is also requesting additional funds for unexpected permit/variance fees, concrete costs, and new vinyl siding.

Staff supports the changes and is seeking approval to award the additional \$12,000 and one month extension to the project.

RECOMMENDATION

To approve the request to grant additional funds to Creative Edge Properties LLC and to change the completion date for the rehabilitation of 159 North Maple Avenue (Parcel 4-111).

FISCAL IMPACT

Creative Edge Properties LLC initially proposed a \$213,140 complete rehabilitation of the property. Additions to the scope of work has increased that amount by \$12,000. The property will be listed at \$180,000 and is expected to net a higher assessed value (yet to be determined by City Assessor's office). Creative Edge Properties LLC initially requested that the house be deeded to them at no cost and an RDA grant of \$60,000 of Neighborhood Enhancement funds. This brings the total ask to \$72,000.

ATTACHMENTS

1. 159 N Maple - Request for additional funding
2. 159 N Maple - Development Agreement

Request for Change of Development Agreement For 159 N Maple Ave.

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

From: Mason Tackmier
Creative Edge Properties LLC
2075 Fawn Ln
Green Bay, WI 54304
mmtackmier@gmail.com
(920)-544-6861

Creative Edge properties is requesting an additional \$12,000 in funding for the project on 159 N Maple Ave. These extra costs originate from permit/variance fees, unexpected concrete costs, and funding for new vinyl siding.

Permit/variance fees	\$1025.00
Concrete costs (garage/driveway)	\$5000.00
New Vinyl Siding	\$5975.00
Total - \$12,000	

The aluminum siding which is currently on the house is in poor condition. While repairing, patching, and painting would be a sufficient remedy, we feel that the extra cost for the vinyl siding would increase the aesthetics of the neighborhood, and give the new owner a more maintenance free home. The estimated cost of the new siding is \$10,725. We would be able to apply our budget of \$2750.00 to patch the existing siding to the new siding, and about 2000 of the paint budget to the new siding. This leaves \$5975.00 needed in additional funding.

The concrete for the project was overlooked as it was hard to determine what needed to be done when looking at the project with snow on the ground. The main driveway to the garage needs to be poured, and the driveway connecting to north Maple needs to be removed. These were not originally accounted for and adds roughly \$5000.00 to the project cost.

We are also requesting an extension to our deadline. We would like to extend the deadline to July 20. We are still working to get the project completed by the end of June, but with the exterior improvements being weather dependent, we would like to request the extra time.

DEVELOPMENT AGREEMENT

For

159 North Maple Avenue

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Creative Edge Properties LLC (hereinafter called "DEVELOPER").

WHEREAS, 159 North Maple Avenue and legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of inducing private enterprise to rehabilitate a single-family house, and add to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER desires to complete rehabilitation of a single-family house to sell to an owner occupant located on the RDA Site and assume the responsibilities outlined in this development agreement;

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

I. PROJECT SCOPE. The Project includes rehabilitation of the single-family home on the RDA Site as proposed in the attached concept marked Exhibit "B" (hereinafter the "Project").

II. PROPERTY TRANSFER. RDA shall deed RDA Site to the DEVELOPER at no cost. The RDA shall transfer the RDA Site to the DEVELOPER no later than February 23, 2018.

III. DEVELOPER OBLIGATIONS.

- A. DEVELOPER is responsible for obtaining all necessary permits and shall rehabilitate the structure in conformance with all state and local building codes, rules and regulations.
- B. The Project shall be designed in such a manner that it is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal as submitted in conjunction with this Agreement.
- C. During project implementation, DEVELOPER shall advise RDA staff as to the progress of the rehabilitation and allow staff on site to review the progress of the Project.

IV. PROJECT COMMENCEMENT. DEVELOPER shall commence construction of the Project by February 23, 2018 (hereinafter "Commencement Date").

V. PROJECT COMPLETION. DEVELOPER agrees to complete the Project in accordance with the RDA approved proposal completion date of June 16, 2018 (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of an Occupancy Permit by the City of Green Bay. In the event, DEVELOPER fails to complete rehabilitation by the Completion Date, the DEVELOPER and RDA shall come to an agreement with a revised timeline not to exceed forty five days of original Completion Date. If the Project is still incomplete after the revised timeline, the DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA. The DEVELOPER will work in earnest to transfer the completed Project through sale and Warranty Deed to an owner occupant within 6 months of Completion Date. In the event DEVELOPER fails to sell and warrant the completed Project within the allotted time, the DEVELOPER and RDA shall come to an agreement with revised timeline for sale and transfer of Project. At no time shall the DEVELOPER convert RDA site into a rental property.

VI. TERMINATION AND REMEDIES.

- A. It is the intent of the Project to generate tax base, eliminate blight within neighborhoods, encourage home ownership and enhance the neighborhood. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the DEVELOPER fails to complete the rehabilitation of the Project by the Completion Date, the RDA may at its sole discretion take one, a combination, or all of the following actions as liquidated damages:
 - 1. The RDA may charge liquidated damages in the amount of \$100 per day for each day beyond the completion date until such time that certificate of occupancy is granted.
 - 2. The DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.
- B. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure within the 60-day period and diligently proceed to cure the

breach. In case such action is not taken or not diligently pursued, or the default or breach is not be cured or remedied within a reasonable time, the aggrieved party may institute proceedings as may be necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

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

VII. MISCELLANEOUS PROVISIONS.

- A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be

considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the RDA \$10,000 as damages for their action.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to purchase the premises as is and where is.

J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Creative Edge Properties LLC
2075 Fawn Ln
Green Bay, WI 54304

TO RDA: Kevin Vonck, Director
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of February 2018.

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

Kevin Vonck, Secretary

Developer: Creative Edge Properties LLC

Mason Tackmier, Member

Janet Tackmier, Member

EXHIBIT A
Legal Description of the RDA Site

Parcel Numbers: 4-111

Legal Description: Part of lots 138, 139 and 140 of the plat of Dousmans Addition, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of the Dousman claim; thence N64°10'24"W, 1216.31 feet along the line between said point and an angle point on the line between the Dousman claim and private claim 1, west side of the Fox River; thence N27°14'31"E, 28.96 feet to the point of beginning; thence continuing N27°14'31"E, 72.44 feet to the south 40 foot right of way line of Hubbard Street; thence S64°12'30"E, 83.74 feet along said line; thence S25°34'14"W, 72.42 feet along the west right of way line of North Maple Avenue; thence N64°12'30"W, 85.85 feet to the point of beginning.

EXHIBIT B

See attached proposal for 159 N. Maple Avenue



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.5.

Consideration with possible action on a planning option with Creative Edge Properties LLC for the property located at 1634 6th Street (Parcel 6-475).

BACKGROUND

This property was purchased by the RDA in the Fall of 2016 from the Brown County Treasurer. It is currently a large vacant, wooded parcel near the Military Avenue corridor and is zoned R1. It originally had a house on the property that had fallen into disrepair and was demolished before the RDA acquired it.

Staff placed this property on the City's website, advertising it as a larger development site. Creative Edge Properties LLC approached staff about potentially building townhouses on this site. The developer has met with staff to discuss this possibility and has already begun looking at preliminary plans. In order for this development to be possible, either Birch Street or 6th Street need to be completed. The developer is seeking a four-month planning option to secure the site and continue their due diligence.

RECOMMENDATION

To approve a planning option with Creative Edge Properties LLC for the property located at 1634 6th Street (Parcel 6-475).

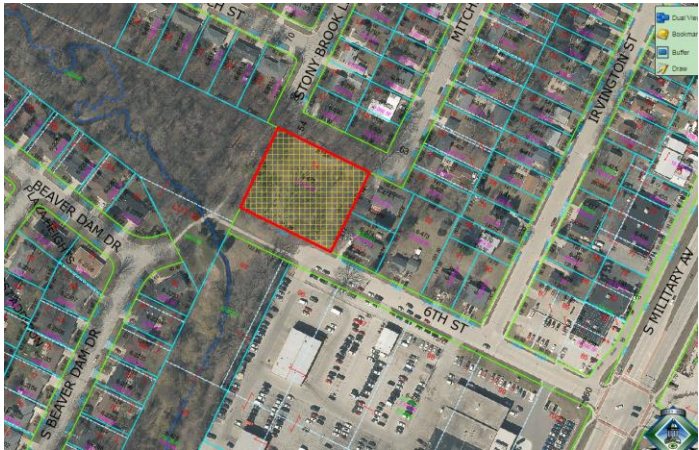
FISCAL IMPACT

This property was acquired from Brown County on October 7, 2016 using \$14,554.89 of Neighborhood Enhancement funds. The developer is looking to create six townhouse units that could range anywhere from \$150,000 to \$200,000 per unit. (There aren't many comparables for this type of housing in this area. More market research is needed.)

ATTACHMENTS

1. 1634 6th Street Info
2. 1634 6th Street - Planning Option Proposal

1634 Sixth Street (Previous unit)



Property Information:

Parcel ID6-475
Lot Size..... 217' x 191'
Building SF..... 41,716SF
Zoning..... Residential One

Tax Information:

Land Value..... \$54,900
Improved Value..... \$40,500
Assessed Value \$95,400
Equalized Value..... \$42,300

Planning Option Proposal for 1634 6th St.

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

From: Mason Tackmier
Creative Edge Properties LLC
2075 Fawn Ln
Green Bay, WI 54304
mmtackmier@gmail.com
(920)-544-6861

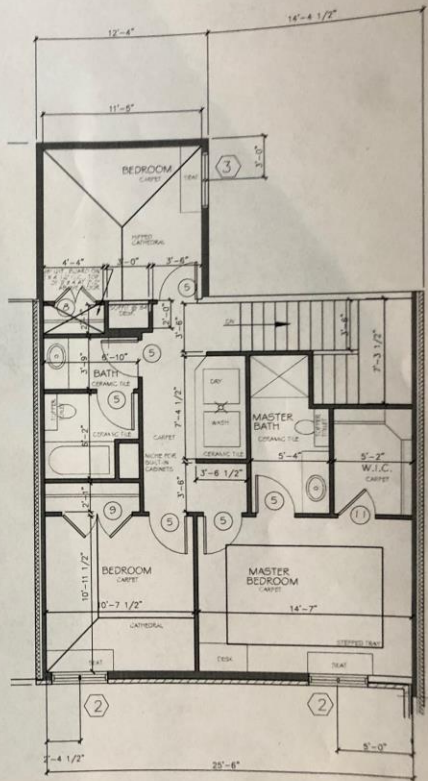
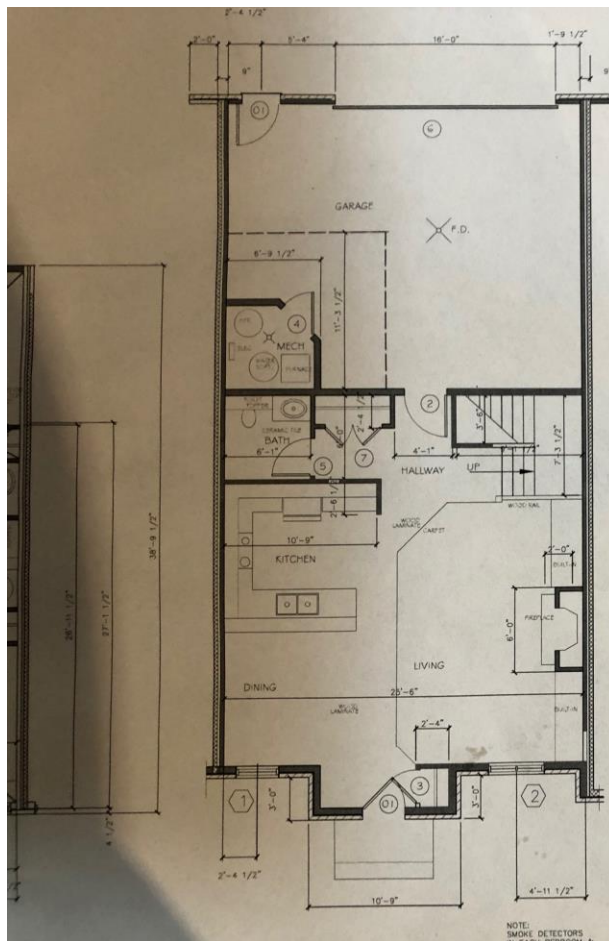
Request:

The property located at 1634 6th St (6-475) has a lot of potential. This over-sized city lot has the potential to be turned into 6 townhomes, to achieve a higher population density to help with the high demand for housing. We are requesting a 4 month planning option for this property. Our goal is to make a statement for the neighborhood, and the Military Ave business district. This planning option would be necessary to help us determine actual costs to build such a structure, the planning on the zoning/plats of the property and what we would need to make it work for this purpose, the development costs of any roads/utilities that would need to be done to turn this idea into a reality, and also get actual blueprints drawn for the building.

Attached I have included a preliminary floorplan that I have used to get some ideas. We would like these townhomes to be unique, but at the same time compliment each other in their design and color scheme. After talking with a few real estate agents, It sounds like we should try to incorporate some 2 story home along with some ranch style homes. Each townhome, regardless of style, would be 3 bedrooms/2.5 bathrooms, and would be roughly 1500 square feet. Some things that we are still considering are exterior living spaces (decks, patios, porches), exterior design, and site layout.

Goals:

Our goal for this project would be to provide an alternative living style that is not yet popular on the west side of town at a price point that many people would be able to afford, and to increase the tax base for the county by having six taxable parcels instead of one.



NOTE:
SMOKE DETECTORS
ON EACH PERSON



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.6.

Consideration with possible action on a planning option with Hatch Properties LLC for the property located at 223 South Buchanan Street (Parcel 3-1175-R).

BACKGROUND

This property was acquired from Brown County. There was a single family unit on the property that has been torn down to make room for a new build. This property has been advertised on the City website under the New Homes In Your Neighborhood (NHIYN) program. Hatch Properties LLC submitted an application for the program, signifying this property as the preferred build site. They are currently working with staff on a building plan for this site. Staff feels that a 60-day, \$500 option on this property will allow enough time for the developer to perform their due diligence in the planning process.

RECOMMENDATION

To approve a planning option with Hatch Properties LLC for the property located at 223 South Buchanan Street (Parcel 3-1175-R).

FISCAL IMPACT

This property was acquired from Brown County on June 23, 2016 using \$8,346.73 of Neighborhood Enhancement funds. The developer is seeking the full \$20,000 NHIYN grant to get the project started. They're looking to build a house valued around \$134,000 with construction costs aiming around \$120,000.

ATTACHMENTS

1. 223 South Buchanan Street Info
2. 223 South Buchanan Street Application

223 South Buchanan Street (Previous unit)



Property Information:

Parcel ID 3-1175-R
Lot Size..... 51' x 165'
Zoning..... Residential One

Tax Information:

Land Value..... \$16,400
Improved Value..... \$59,200
Assessed Value \$75,600
Equalized Value..... \$61,600

223 South Buchanan Street
Green Bay, WI 54303

April 27, 2018

New Home In Your Neighborhood Program

Hatch Properties LLC is seeking approval to fund a new construction project of a 3 Bedroom/ 2 Bath single family residence on the above listed lot. The home will be sold to an owner occupant upon completion approximately 90 days from the start of construction.

D&T Construction, De Pere, will be the General Contractor for this project. Attached is his Estimate of Cost. The breakdown illustrates that the total project can be completed for a total investment of \$120,000.00 or approximately \$90/square foot.

We will continue to seek effective, cost saving adjustments during construction, but since our new build experience is limited, we are relying heavily on the experience and expertise of our selected contractor. He is fully aware of this programs intentions and expectations to blend the new structure into its established surroundings, and is just as committed as us to face and overcome those challenges.

Financing will be obtained through Fox Communities Credit Union. Under current terms, they are willing to finance up to 75% of the expected sale price. The comparables are listed below.

Although the local Real Estate market has been lively, there are many different factors to determine when considering the sale of a new residence in an established neighborhood. We are fortunate to have several resources to assist with this. As usual, we have researched several recent comparable sales in the area:

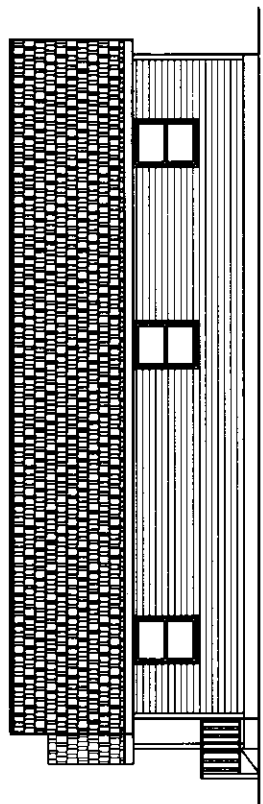
1052 Shawano Avenue- \$141,000
1007 13th Avenue- \$134,900
210 North Oneida- \$128,000

These were similar in size and features, but not in age/condition. We are quite confident we can reasonably list the completed home for the median price of 134,900.00 and assure its appraised value. We have considered how the neighborhood, detached garage, and lack of some other amenities could affect the sales price, as most new home have features that this one will not. Even though the projected sales price shows in excess of the construction cost, it does not take into account an actual sale price, listing fees, commissions, contingencies or any time and effort associated with this project. Without the grant assistance, it is likely we would just break even.

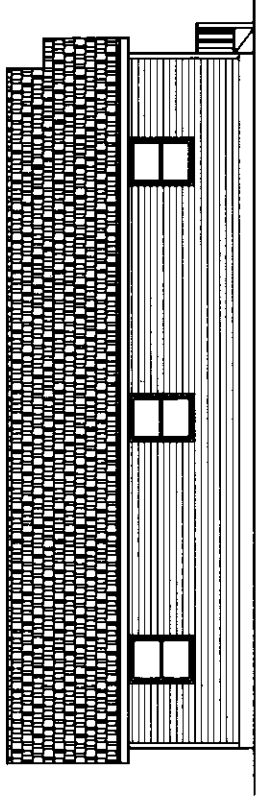
To ensure this project's success, we are applying for the development grant associated with this property. Although we have the income and credit to support a new construction loan, we are

unable to cover the difference between the build cost and the 75% financible amount of \$101,175.00. However, the full grant amount would.

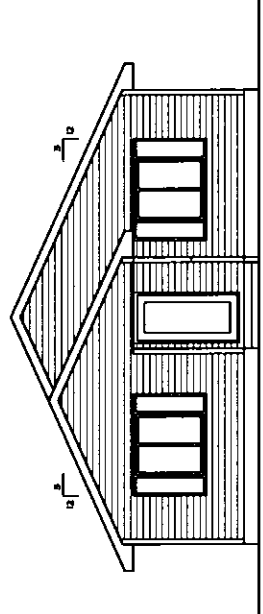
Our goal will remain to maximize the profit from the sale with the intention of reinvesting in more redevelopment projects and thus reducing our need for future funding assistance. Although we are for profit investors, we are exceptionally proud and excited to associate our business with building quality, reasonably priced homes to place back on the tax roll while influencing the value of our neighborhoods.



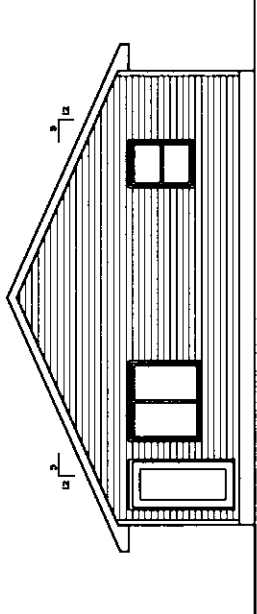
SIDE ELEVATION
 1/8" = 1'-0"



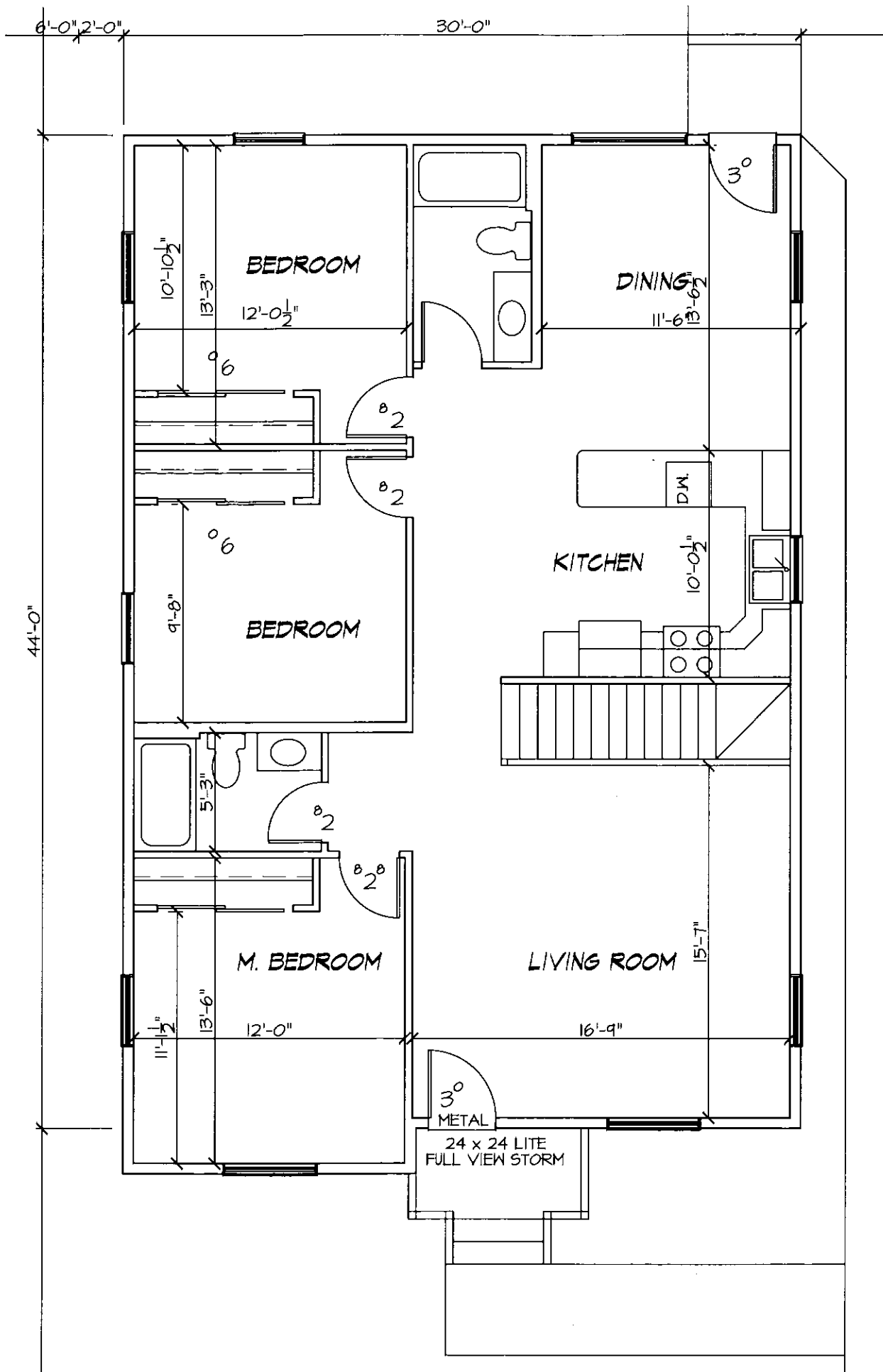
SIDE ELEVATION
 1/8" = 1'-0"



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



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





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.7.

Consideration with possible action on a planning option with Paul D Manke Photography for the property located at 1200 South Broadway (Parcel 1-855).

BACKGROUND

This property was purchased in 2009 with Neighborhood Enhancement funds. The parcel is currently zoned S-RLI, Special: Residential/Light Industrial. It has been listed on the City's website. To date, most inquiries about the property are from developers looking to create rental storage units or personal storage buildings.

Paul D Manke Photography is looking to acquire the lot from the RDA to build a live/work studio space for his business. The owner is looking to plan this out in a way that is financially feasible for his business. He is looking at options of a phased build, getting his business up and running prior to finishing the livable unit. Staff is recommending the RDA approves a 60-day planning option with the owner in order to make sure the project can be successful.

RECOMMENDATION

To approve a planning option with Paul D Manke Photography for the property located at 1200 South Broadway (Parcel 1-855).

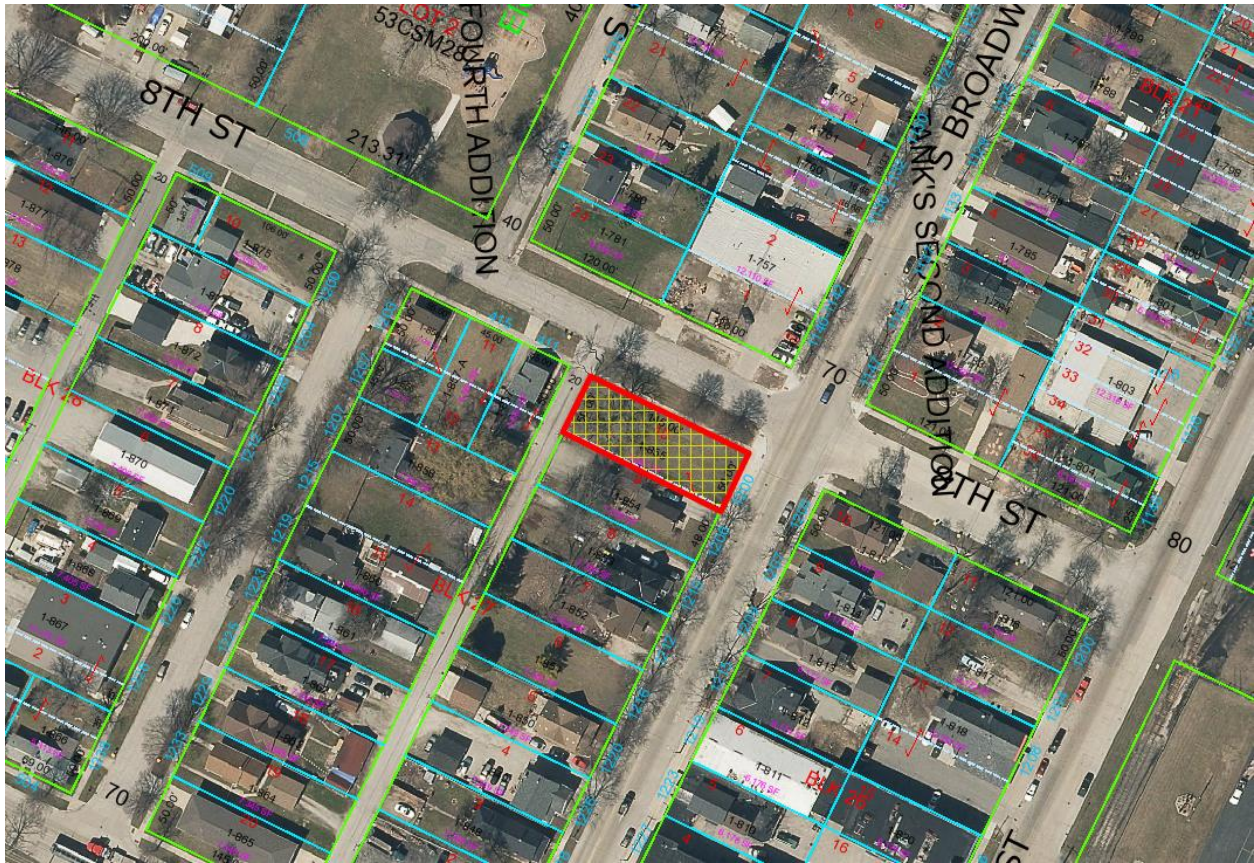
FISCAL IMPACT

This parcel was a bank-owned property acquired on May 15, 2009 for \$30,000 using Neighborhood Enhancement funds.

ATTACHMENTS

1. 1200 South Broadway Info
2. 1200 South Broadway Proposal

1200 South Broadway



Property Information:

Parcel ID I-855
Lot Size..... 50' x 145'

Zoning..... Special: Residential Light Industrial

Tax Information:

Land Value..... \$8,000

Live/Work Space
1200 S Broadway & 8th
Parcel 1-855

Proposal by
Paul D Manke Photography
920-366-3512

The plan for this property is to build a 750SF Studio use space on the first floor built on a slab. Details of the first floor is listed below:

East and West door access to the space.
ADA Bathroom with a small water heater and HVAC system dedicated to Bathroom and space.
Small Storage closet for use of the space
Open concept with windows to bring in available light
Outside facade to bring a modern & Contemporary look to enrich the neighborhood
A Stair well with separate entrance to upstairs studio Apt.

The Second floor would be the 500SQ studio Apt with One bedroom & Bath
Features would included:

Small Kitchen with no oven
Open concept kitchen to living room & Small office area.
Bathroom would be a featured walk in shower
top & bottom Laundry
Design would compliment first floor with a lot of available light
Second floor balcony to face the east side
Staircase from balcony to ground floor would be considered

Additional layout would include:
4 stall parking in the rear (west side)
Alley access to parking/entrance
Building to fall within city set back

1250SF Property and build to be paid in full
Current estimates for lease agreement for first floor would be \$700 a month
Future option to expand the first floor to 1000SQ (if allowed to expand)
Future option to expand the second floor to 800SQ over addition for more living space (if allowed to expand)

Working with contractor Troy Knaus
Working with Dan Roarty from Dimension iv for design
Working with the city to meet codes and approval! Thank you!

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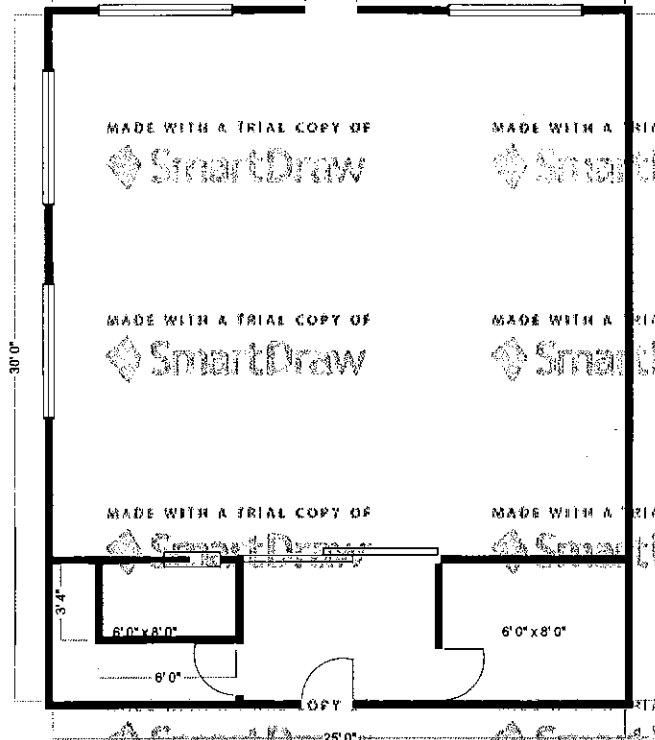
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Sidewalk entrance

4 stall parking for handicap and guest

Entrance to be using the alley for entrance & parking

Potential one stall garage would be added to S/W side of building with parking lot in front of the garage, aligned with the rest of the stalls. Garage would be 12W x 15L depending on length of property with expansion option and city approval requirements

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Site: 8th/Broadway.	Drawings: 0001200	Project: 0001200	Drawn: Studio	Notes:	Studio 88 Green Bay WI
Property: 7508F Studio Floor	Scale: 1/4"=1'-0"	Date: 01/30/2017	Rev: A	MADE WITH A TRIAL COPY OF	MADE WITH A TRIAL COPY OF

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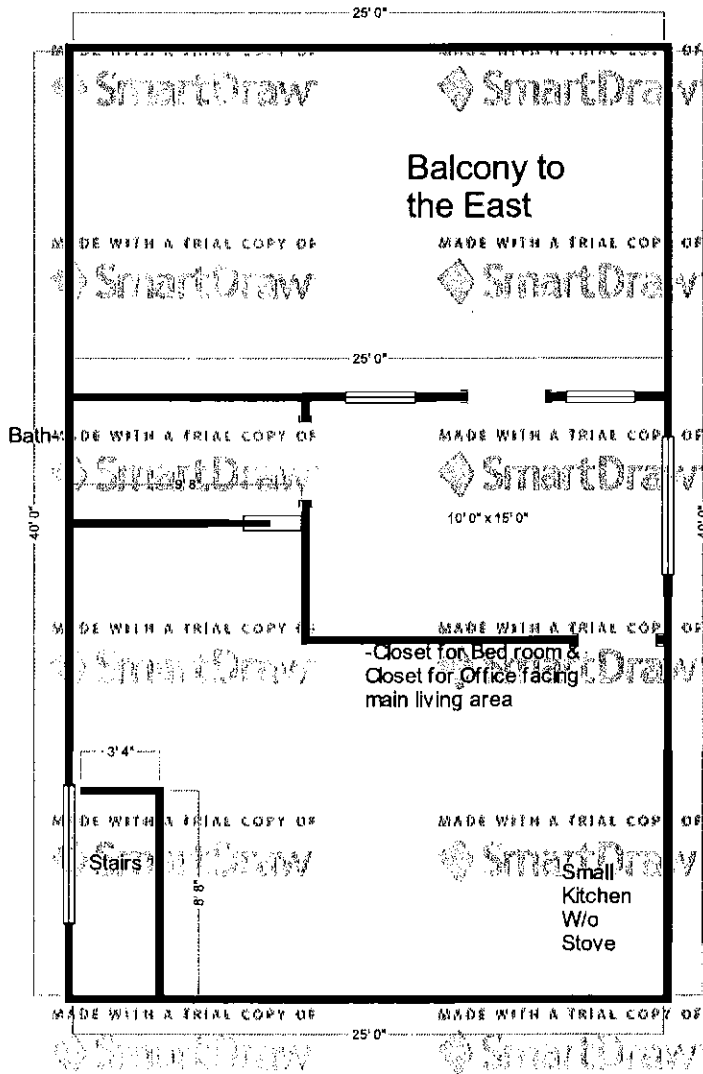
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-Bedroom

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Upstairs can be smaller to keep cost down at a min of 500SF

Very Important to have space for office closet and bedroom cloths in custom closet.

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SMALL HVAC/Laundry top & bottom to conserve space

Couch, desk, and possible island bar in living kitchen area. No stove, but possible burners on island. 2 person island is all I would need. Kitchen to face stairs would be nice

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 8, 2018

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.1.

Financial report and check register.

BACKGROUND

Informational.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2018
2. Check Register

Redevelopment Authority
Financial Report
CDBG
04/30/2018

	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	-	-	15,854.75	-	37,708.41
Public Service	101,226.61	-	-	13,374.67	43,969.40	43,882.54
Fair Housing	18,750.00	-	-	3,750.00	-	15,000.00
Impact Areas	260,956.31	-	14,222.35	35,747.67	102,642.67	136,788.32
Economic Development	234,730.74	-	61,980.25	-	-	296,710.99
ED Blight Elimination-Walnut Street	185,904.21	-	-	13,358.60	-	172,545.61
Economic Development - LMI Benefit	15,001.00	-	-	-	-	15,001.00
ED Façade & Demo Loans	99,396.03	-	-	-	20,000.00	79,396.03
Administration	212,301.74	-	-	68,896.77	-	143,404.97
	\$ 1,341,426.69	\$ -	\$ 76,202.60	\$ 151,997.94	\$ 175,193.48	\$ 1,090,437.87

Redevelopment Authority
Financial Report
HOME
04/30/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	266,455.88	-	23,602.23	38,816.34	89,900.85	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	23,355.91	-	8,342.78
	\$ 821,824.18	\$ -	\$ 26,224.70	\$ 107,144.08	\$ 334,813.14	\$ 406,091.66

City of Green Bay RDA
Check Register
April-18

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
20799	04/13/2018	BROWN COUNTY TREASURER	3,000.00
20800	04/13/2018	CITY OF GREEN BAY	49,049.92
20801	04/13/2018	BROWN COUNTY REGISTER OF DEEDS	30.00
20802	04/13/2018	WISCONSIN PUBLIC SERVICE CORPORATION	195.08
20803	04/13/2018	FAMILY & CHILDCARE RESOURCES OF NEW	4,119.18
20804	04/13/2018	LITERACY GREEN BAY INC	2,249.46
			58,643.64