AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, NOVEMBER 27, 2018, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Deby Dehn, 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 November 27, 2018, meeting of the Redevelopment Authority.

C. Approval of Minutes.

1. Approval of the minutes from the October 9, 2018, regular meeting and October 19, 2018 and November 1, 2018, special meetings of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

   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.

2. Consideration with possible action to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

   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.

3. Consideration with possible action to authorize final payment for Schauer & Schumacher heating contract with AMA Heating & Air Conditioning in the amount of $7,533.50.

4. Consideration with possible action on design approval for the multi-family housing project, Friar House Flats, located at 645 S. Irwin Avenue.

5. Consideration with possible action on the approval of using $30,000.00 in unprogrammed CDBG Public Service funding to support the newly created Housing & Zoning Enforcement Coordinator position.

6. Consideration with possible action on "Lawn Care Services Contract" RFQ #3096.

E. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: December 11, 2018 at 1:30 PM

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 Common Council will attend this Redevelopment Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, OCTOBER 9, 2018, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. ROLL CALL.

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

Present: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, and Kathy Hinkfuss, Excused: Melanie Parma and James Blumreich
Liaisons Present: Chelsea Kochen, Jeff Mirkes, and Leah Weycker
Others Present: Ald. Brian Johnson

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the October 9, 2018, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the agenda as amended with Item #7 moved up to #1. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the minutes from the September 10, 2018, special meeting and September 11, 2018, regular meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to approve the minutes from the September 10, 2018, special meeting and September 11, 2018, regular meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

D. REGULAR BUSINESS.

7. Consideration with possible action on amendments to documents assumed by 304 North Adams Green Bay (NAGB) under the Hotel Northland receivership in order to reflect change of ownership and change in circumstances since original adoption.

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

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to adopt amendments to documents assumed by 304 North Adams Green Bay (NAGB) under the Hotel Northland receivership in order to reflect change of ownership and change in circumstances since original adoption, subject to minor legal and technical revisions. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

1. Consideration with possible action on Report of the Real Estate Subcommittee meeting on September 27, 2018 (Request for Proposals for redevelopment of the Adams Street lot located on the 200 block of North Adams Street).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to direct staff to further explore the Schreiber Foods green space and Baylake Bank building before accepting a proposal for the Adams Street lot located on the 200 block of North Adams Street and for the Real Estate Subcommittee to meet in November. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

2. Consideration with possible action to enter into a Professional Services Agreement, not to exceed eight hundred thousand dollars ($800,000.00), for the professional services of a Consultant to prepare a Project Plan for the Shipyard.

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 Matt Schueller, seconded by Kathy Hinkfuss to open the floor for discussion. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

Moved by Kathy Hinkfuss, seconded by Matt Schueller to return to regular order of business. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

Moved by Kathy Hinkfuss, seconded by Ald. Barbara Dorff to direct staff to negotiate, draft, and execute a Professional Services Agreement with Stantec Consulting Services, Inc., not to exceed eight hundred thousand dollars ($800,000.00), for the professional services to prepare a Project Plan for the Shipyard. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

3. Consideration with possible action on "Snow Removal/Clean-up Services Contract" RFQ #3097.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to allow staff to award "Snow Removal/Clean-up Services Contract" RFQ #3097 to lowest responsible bidder for a one-year contract. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

4. Consideration with possible action for the acquisition of 422 5th Street (parcel 2-192).

Moved by Matt Schueller, seconded by Deby Dehn to approve the acquisition of 422 5th Street for $124,500.00 using Neighborhood Enhancement Funds. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

5. Consideration with possible action to award the Analysis of Impediments to Fair Housing Choice study to MSA Professional Services, Inc. in the amount of $24,900.00.

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to award the Analysis of Impediments to Fair Housing Choice study to MSA Professional Services, Inc. in the amount of $24,900.00. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

6. Consideration with possible action on the request from NeighborWorks Green Bay to use HOME funding and assumption of RDA loan on the acquisition and rehabilitation of the 1400 Block Admiral Court.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to open the floor for discussion. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to return to regular order of business. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

Moved by Matt Schueller, seconded by Kathy Hinkfuss to approve request from NeighborWorks Green Bay to use $166,014.00 HOME funding and assumption of $89,000.00 RDA loan on the acquisition and rehabilitation of the 1400 Block Admiral Court, subject to approval by HUD, and as detailed in the Sources Uses document. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, No- None, Abstain- Deby Dehn

E. INFORMATIONAL.

1. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: November 13, 2018 at 1:30 PM

F. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to adjourn. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None,
Abstain- None

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

FRIDAY, OCTOBER 19, 2018, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. ROLL CALL.

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

Present: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; James Blumreich, Deby Dehn, Kathy Hinkfuss, and Melanie Parma, Excused: Barbara Dorff

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the October 19, 2018, special meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Kathy Hinkfuss to approve the agenda for the October 19, 2018, special meeting of the Redevelopment Authority. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

C. REGULAR BUSINESS.

1. Consideration with possible action on Development Agreement 18-06 with Breakthrough Fuel, LLC for development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556).

The Council 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 Council 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 James Blumreich, seconded by Matt Schueller to approve Development Agreement 18-06 with Breakthrough Fuel, LLC for development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556), subject to minor legal and technical changes. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma y Dehn, No- None, Abstain- None

D. ADJOURNMENT.

Moved by Kathy Hinkfuss, seconded by Melanie Parma to adjourn. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, NOVEMBER 1, 2018, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. ROLL CALL.

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

Present: Gary Delveaux, Deby Dehn, James Blumreich, Kathy Hinkfuss, Excused: Barbara Dorff, Matt Schueller, Melanie Parma
Liaisons Present: Chelsea Kocken
Others Present: Ald. Brian Johnson

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the November 1, 2018, special meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Kathy Hinkfuss to approve the agenda for the November 1, 2018, special meeting of the Redevelopment Authority. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

C. REGULAR BUSINESS.

1. Consideration with possible action on Development Agreement Amendment Number Two (2) with GBES Owner I, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3).

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 Kathy Hinkfuss, seconded by James Blumreich to approve as amended the Development Agreement Amendment Number Two (2) with GBES Owner I, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3), subject to minor legal and technical revisions. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

2. Consideration with possible action on sale of real property at Washington St. (Tax Parcel 15-168).

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 James Blumreich, seconded by Deby Dehn to go into closed session. Motion carried.
James Blumreich read the closed session language.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Deby Dehn to return to regular order of business. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Kathy Hinkfuss to continue negotiations on sale of real property at Washington St. (Tax Parcel 15-168). Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

D. ADJOURNMENT.

Moved by James Blumreich, seconded by Kathy Hinkfuss to adjourn. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.1.

Consideration with possible action on termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

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

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

Termination of Amended and Restated Development Agreement for Watermark (Tax Parcels 12-357, 12-358, 12-359, 12-360, 12-361, and 12-362).

FISCAL IMPACT

No levy dollars will be used for this project.

ATTACHMENTS

1. 8 - Watermark - 12-357 - 150501 - Development Agreement - Amended and Restated

ASSIGNMENT AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT WATERMARK

This Assignment and Amended and Restated Development Agreement (the "Agreement") dated as of the ____ day of May, 2015 is by and between River Vision Partnership II, LLC, a Wisconsin limited liability company ("RVPII"), Watermark Owner, LLC, a Wisconsin limited liability company ("DEVELOPER"), the Redevelopment Authority of the City of Green Bay (the "RDA") and the City of Green Bay, a Wisconsin municipal corporation (the "CITY"), collectively, the "PARTIES".

WHEREAS, River Vision Partnership, LLC, the RDA and the CITY entered into a Development Agreement on May 11, 2007 (the "Original Agreement"), to purchase and fully redevelop certain improved real property located in the City of Green Bay, Wisconsin which is more fully described in Exhibit A (the "Property"); and

WHEREAS, the Original Agreement was later assigned and assumed by RVPII on May 3, 2011 with the exception of the tax incremental financing, which RVPII explicitly did not assume pursuant to the Operating Agreement dated May 3, 2011 by and between RVP, John Vetter, Kelly Denk and RVPII; and

WHEREAS, RVPII conveyed the Property to DEVELOPER pursuant to the Purchase Agreement dated as of the date hereof (the "Purchase Agreement") and DEVELOPER purchased the Property from RVPII; and

WHEREAS, RVPII desires to assign and DEVELOPER desires to assume the Original Agreement, subject to the modifications set forth in this document; and

WHEREAS, the PARTIES acknowledge that partial re-development has been accomplished at the Property in accordance with the Original Agreement but the PARTIES desire to change the scope of the original project and restate the terms and conditions of the original project; and

WHEREAS, the DEVELOPER desires to renovate and build out the interior of the retail and commercial space, as well as make cosmetic changes to the Property (the "Project"); and

WHEREAS, DEVELOPER, RDA and the CITY intend that this Agreement shall supersede and replace the Original Agreement in its entirety, except as further outlined in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements of the parties as herein set forth, the parties hereto agree as follows:

I. ASSIGNMENT AND ASSUMPTION. RVPII hereby assigns, grants, conveys and transfers to DEVELOPER, its successors and assigns, all of RVPII's right, title and interest of to

the Original Agreement. DEVELOPER hereby accepts such assignment and assumes the rights, duties and obligations of RVPII under the Original Agreement subject to the amendments herein.

II. PROPOSED PROJECT SCOPE. The Project shall consist of the current mixed use development of parking, retail, and commercial office space, as well as, the renovation and build out of the existing retail and commercial office space and cosmetic changes to the exterior of the Property. The total development costs of the Project shall not be an amount less than $1,980,000.

The DEVELOPER, CITY and RDA shall comply with the following requirements for the Project:

A. The DEVELOPER shall commence the Project (the "Commencement Date") no later than September 1, 2015, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

B. The DEVELOPER shall complete the Project by the date on which 100% occupancy is achieved (the "Completion Date"). The parties acknowledge that: (1) the Project consists of a combination of different types of work, including but not limited to routine maintenance and sealing, repairs to the water tower, build out of space for tenant occupancies, upgrades to certain mechanical systems within the building, and refurbishing of certain common areas; (2) because many of these actions are related to occupancy by specific tenants, the exact timing and nature of the improvements comprising the Project are unpredictable; and (3) approval of plans for such improvements is impractical at this time, although such of the work as requires CITY permits by ordinance will continue to require approval and permits at such time as the work is to be performed. Where approval of plans is required by the CITY, such approvals shall not be unreasonably withheld, conditioned or delayed.

C. The DEVELOPER hereby guaranties that the assessed valuation of the Property will be at least $7,000,000 as of January 1, 2019, and that the assessed valuation of the Property, excluding the units which constitute the parking garage and Children's Museum, will be at least $7,000,000 as of January 1, 2021, subject to the following:

(1) In calculating the assessed valuation prior to January 1, 2021, if the Children's Museum purchases the unit it occupies then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.

(2) In calculating the assessed valuation prior to January 1, 2021, if the City purchases the unit comprising the parking garage (see Section

II(B) below) then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.

(3) If the assessed valuation of the Property (excluding the units which comprise the parking garage and Children's Museum) exceeds $7,000,000 on any January 1, this guaranty will be released.

(4) The amount due under this guaranty from year to year is equal to (a) the amount of general real estate taxes which would be due as if the Property had an assessed valuation of $7,000,000 on January 1 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above) at the tax rate in effect for that year, minus (b) the amount of general real estate taxes which are in fact levied on the Property plus the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation. Tax rates are anticipated to be announced in December of any year, so the amount due with respect to a particular tax year will not be calculated or known until December of the same year or January of the following year. The CITY will calculate the amount claimed to be due and give written notice of the amount and its calculation to DEVELOPER no later than January 31 of the following year. Absent disputes over such calculation, payment will be due within 30 days after the date of receipt of such notice.

(5) If a payment is made with respect to a particular tax year, and if in any subsequent year (even after the guaranty may have been released as provided in (3) above) the assessed valuation of the Property exceeds $7,000,000 (including or excluding the unit comprising the parking garage based on the year of measurement as above), then the CITY will reimburse DEVELOPER an amount equal to the lower of (a) the amount of all guaranty payments previously paid but not yet reimbursed under this subsection, without interest, and (b) the amount of general real estate taxes actually received in respect of the Property in excess of the amount which would be levied on the Property as if the Property had an assessed valuation of $7,000,000 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above, and including the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation). The CITY will make such payment to DEVELOPER no later than January 31 of the year following the year with respect to which such amount is due.

Payments by DEVELOPER described above, shall be guaranteed by Marvin Wanders and Michael Keil (collectively, "Guarantors") and Guarantors shall execute and deliver to the City and the RDA, the Personal Guaranty attached hereto as Exhibit E, subject to the same provisions of subsections (1) through (5) for their benefit.

D. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

E. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project.

F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

G. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

III. PROPERTY TRANSFERS.

A. The RDA agrees to consent to the assignment of the Original Agreement to the DEVELOPER as outlined in the RDA Consent Agreement attached hereto as Exhibit B.

B. Pursuant to the Parking Garage Management Agreement date on or about the date hereof entered into by and between DEVELOPER and the CITY ("Parking Agreement"), attached hereto as Exhibit C, DEVELOPER and the CITY have granted each other an option to sell or purchase the attached one hundred sixty-one (161) parking stall ramp ("Ramp").

IV. PARKING.

A. DEVELOPER and CITY agree to abide by the terms and conditions of the Parking Agreement.

V. EASEMENTS, COVENANTS AND LICENSES.

A. The CITY and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary by the PARTIES. The easements shall run with the land and benefit all subsequent owners of both sides of the Property.

B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable by the PARTIES to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

VI. FINANCING

A. The DEVELOPER shall make a private investment to the project of no less than $1.98 million ($1,980,000.00).

B. The PARTIES recognize that the CITY/RDA had previously contributed $1.4 million (1,400,000.00) of Tax Incremental Financing towards the Project, as outlined in section V of the Original Agreement, and that no further Tax Incremental Financing will be contributed to the Project, unless otherwise agree to in writing by the PARTIES.

C. The PARTIES agree that an affiliate of the DEVELOPER, Watermark Leverage Lender, LLC, shall purchase the CITY's interest in a $3,500,000.00 Junior Loan Agreement by and between CITY and River Center Investment Fund, LLC dated May 3, 2011. The purchase of the CITY's loan shall be further described in the Loan Purchase Agreement attached hereto as Exhibit D.

D. The DEVELOPER shall pay any delinquent tax amounts associated with the Property within thirty (30) days of execution of this Agreement.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

A. The DEVELOPER may assign all rights and obligations under this Agreement only to a controlled and affiliated company to (i) own, manage and operate the Property, (ii) any financial institution providing financing in connection with the Property, or (iii) any entity acquiring all or substantially all of the assets of the DEVELOPER and its parent and affiliated entities. Except for the foregoing, no assignment of the DEVELOPER's rights and obligations under this Agreement to an unaffiliated party may occur without the CITY's and RDA's written consent from the date this Agreement is executed to the Completion Date. In the event assignment occurs without RDA and CITY approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement. The RDA's or CITY's consent shall not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the RDA and

CITY shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the DEVELOPER's obligations under this Agreement.

B. All requests requiring the CITY/RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA. This provision shall not apply to an acquisition of by the Children's Museum of their current space or the acquisition of the Ramp by the CITY.

D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.

E. During the period prior to the date of commencement of the Project, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement, upon written request of the RDA, the DEVELOPER shall file a progress report with the RDA.

F. All documents shall be submitted in triplicate.

G. The DEVELOPER agrees, not to discriminate on the basis of race, color, religion, sex or national origin in the performance of work under this Agreement and in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation.

H. Prior to commencement of the Project, the DEVELOPER shall obtain and keep in full force and affect all necessary insurance policies for the Project. Such insurance policies shall name the RDA/CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, the DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least $2,000,000.00, and property damage coverage of at least $1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of the Project, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and

effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. ENVIRONMENTAL

A. The RDA and/or CITY shall make available to the DEVELOPER all known environmental reports and activity upon the Property. If site remediation is required, the CITY/RDA will work cooperatively with the DEVELOPER to off-set any extraordinary site clean-up costs; however, the CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.

B. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous materials or substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of closing as defined in the Purchase Agreement ; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

IX. MUTUAL RIGHTS OF ACCESS.

A. The DEVELOPER shall permit representatives of the CITY and RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement.

B. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

X. OTHER RIGHTS AND REMEDIES.

A. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold the CITY and RDA and their agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of the DEVELOPER to the CITY or RDA under this Agreement.

The CITY and RDA, jointly and severally, shall be responsible for, indemnify, pay on behalf of, defend and hold the DEVELOPER and its agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) arising from the breach of any warranty, covenant or representation of the CITY and/or RDA to the DEVELOPER, or any other obligation of the CITY and/or RDA to the DEVELOPER under this Agreement.

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

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 PARTIES. Accordingly, the PARTIES shall, 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 PARTIES may seek damages as authorized. No other remedies for the PARTIES exist outside of this Agreement.

C. The PARTIES 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 being 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); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

D. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

E. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.

F. 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 (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) 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 among the PARTIES 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.

G. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.

H. 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.

I. 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.

J. 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. 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:

Watermark Owner, LLC
Attention: Marvin Wanders
119 N. 19th Street
La Crosse, WI 54601

Watermark Owner, LLC
Attention: Mike Keil
400 Main Street, Mezzanine Level
La Crosse, WI 54601

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

To CITY: City of Green Bay
Attention: City Clerk
100 North Jefferson Street
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.

XI. EFFECT ON ORIGINAL AGREEMENT AND PARTIES

A. Except as specifically set forth herein, the obligations and liabilities of the DEVELOPER under the Original Agreement are hereby waived and released as to all events and occurrences arising prior to the date of this Agreement.

B. Nothing herein releases any guarantor to the Original Agreement from its obligations under any such guaranty. Any such release must be by specific document.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Harry Maier, Chairman

Kimberly Flom, Executive Director

Attest:

CITY OF GREEN BAY

James J. Schmitt, Mayor

Kris A. Teske

Kris Teske, Clerk

RIVER VISION PARTNERSHIP II, LLC

By: _____
Name: _____
Its: _____

WATERMARK OWNER, LLC

By: _____
Marvin Wanders, Member

(Signature Page – Assignment and Amended and Restated Development Agreement)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Units One (1) through Eleven (11), River Center Condominium II, City of Green Bay, Brown County, Wisconsin.

Part of Tax parcel numbers 12-357, 12-358, 12-359, 12-360, 12-361 and 12-362.

EXHIBIT B
RDA CONSENT AGREEMENT

SEE ATTACHED

EXHIBIT C
PARKING GARAGE
MANAGEMENT AGREEMENT

SEE ATTACHED

EXHIBIT D
LOAN PURCHASE AGREEMENT

SEE ATTACHED

EXHIBIT E
PERSONAL GUARANTY

SEE ATTACHED

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.2.

Consideration with possible action to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

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

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

Authorize staff to conduct all actions necessary to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Kevin King, Staff

AGENDA ITEM # D.3.

Consideration with possible action to authorize final payment for Schauer & Schumacher heating contract with AMA Heating & Air Conditioning in the amount of $7,533.50.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.4.

Consideration with possible action on design approval for the multi-family housing project, Friar House Flats, located at 645 S. Irwin Avenue.

BACKGROUND

The Redevelopment Authority of the City of Green Bay received a HOME request from Common Wealth Development Corp. to construct 40 units of affordable housing.

The project was awarded HOME funding in the amount of $100,000.00 on November 14, 2017, contingent on design approval from the RDA.

Final project design is attached.

RECOMMENDATION

Approve final design for the multi-family housing project, Friar House Flats, located at 645 S. Irwin Avenue.

FISCAL IMPACT

ATTACHMENTS

1. Design Friar House Flats

WINDOW SCHEDULE			
MARK	MAT'L	DESCRIPTION	NOM. UNIT SIZE (W x H)
A	VINYL	FIXED WINDOW	UNIT: (2) 3'-4" x 2'-6"
B*	VINYL	SINGLE HUNG WINDOW	UNIT: 3'-4" x 5'-0"
C*	VINYL	SINGLE HUNG WINDOW	UNIT: (2) 3'-4" x 5'-0"
D	VINYL	SINGLE HUNG WINDOW	UNIT: (2) 3'-4" x 5'-0"
F	VINYL	SINGLE HUNG WINDOW	UNIT: (3) 3'-4" x 5'-0"

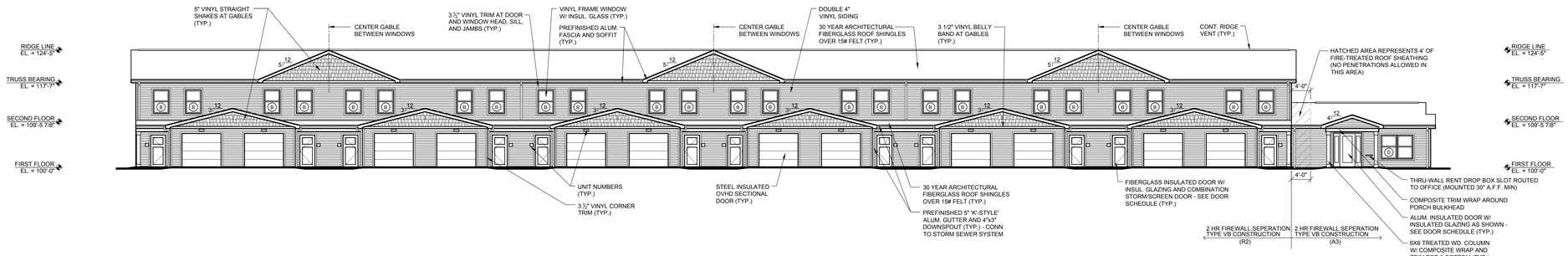
GENERAL WINDOW NOTES:

- ASTERISK (*) INDICATES WINDOWS UNIT SHALL MEET MIN. SIZE REQUIREMENTS PER IRC SECTION R310.2.1
- ENERGY STAR WINDOWS
- PER SPS 321.05 (3) SAFETY GLAZING ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN 24"
- WINDOW MANUFACTURER SHALL REVIEW WINDOW LOCATIONS AND PROVIDE SAFETY GLAZING IN ALL LOCATIONS REQUIRED BY IBC CHAPTER 24
- ALL PROPOSED RANGE HOOD VENT, DRYER VENT, AND BATHROOM VENTS TO EXTERIOR SHALL BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION

EXTERIOR COLOR SCHEDULE		
MAT'L	MFR.	COLOR
HORIZONTAL VINYL LAP SIDING	MASTIC	HARBOR GREY
VINYL DOOR AND WINDOW TRIM	MASTIC	WHITE
COMPOSITE TRIM (PORCH COL. & BULKHEAD)	MIRATEC	WHITE
UNIT ENTRY DOOR	THERMA TRU	SW 6991 BLACK MAGIC
UTILITY DOOR	THERMA TRU	MATCH SIDING
OVERHEAD DOOR	CLOPAY	WHITE
VINYL WINDOWS	ALLIANCE	WHITE
SOFFIT, FASCIA, AND DRIP EDGE	ALCOA	WHITE
GUTTER & DOWNSPOUT	WILCO	WHITE
ASPHALT SHINGLES & RIDGE VENT	CERTAINTEED	PEWTER
FOUNDATION COVER	NUDO	PEBBLED GRAY
C.M.U. (DUMPSTER ENCLOSURE)	COUNTY MATERIALS	SPLIT FACE - NATURAL

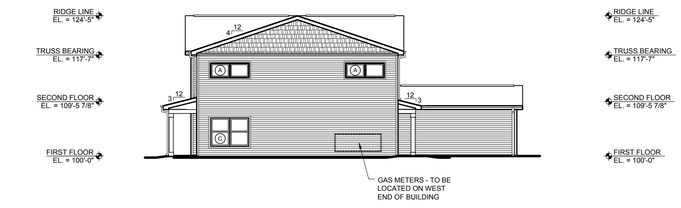
EXTERIOR COLOR NOTES:

- VERIFY COLORS AND MATERIALS WITH ARCHITECT



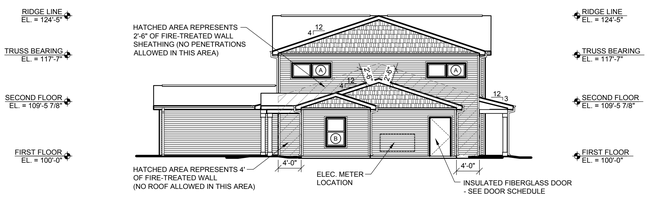
12 UNIT TOWNHOUSE (BLDG. #1)
FRONT ELEVATION

SCALE: 3/32" = 1'-0"



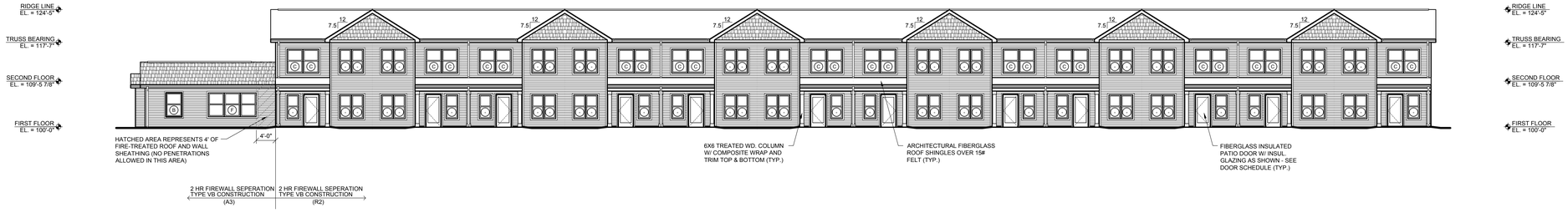
12 UNIT TOWNHOUSE (BLDG. #1)
SIDE ELEVATION

SCALE: 3/32" = 1'-0"



12 UNIT TOWNHOUSE (BLDG. #1)
SIDE ELEVATION

SCALE: 3/32" = 1'-0"



12 UNIT TOWNHOUSE (BLDG. #1)
REAR ELEVATION

SCALE: 3/32" = 1'-0"

GLAZING AREA
PUD SUBMITTAL REAR ELEVATION
91.90 S.F. GLAZING PER UNIT / 402.20 S.F. ELEVATION AREA PER UNIT = 22.85% GLAZING PER UNIT
PROPOSED REAR ELEVATION
78.67 S.F. GLAZING PER UNIT / 351.67 S.F. ELEVATION AREA PER UNIT = 22.37% GLAZING PER UNIT

SHEET ISSUE:
OCTOBER 15, 2018
REVISIONS:

M+A DESIGN, INC.
25 SOUTH MAIN STREET
FOND du LAC, WISCONSIN 54935
lpetrie@madesigninc.net (920) 922-8170

COMMONWEALTH COMPANIES
9 SHEBOYGAN STREET
FOND du LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171

HISTORIC RENOVATION AND NEW CONSTRUCTION:
FRIAR HOUSE FLATS
CASS STREET
GREEN BAY, WI

JOB NUMBER: 2016.64
SHEET A2.01b

2017 © M+A DESIGN, INC

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.5.

Consideration with possible action on the approval of using $30,000.00 in unprogrammed CDBG Public Service funding to support the newly created Housing & Zoning Enforcement Coordinator position.

BACKGROUND

The Housing & Zoning Enforcement Coordinator position was created in response to nuisances, specifically rats. The position will perform inspection surveys of dwellings, dwelling units, rooming units, and non-conforming dwelling structures of properties identified as nuisance properties and related facilities for compliance with all applicable City and State codes and ordinances.

RECOMMENDATION

Approve the use of $30,000.00 of CDBG Public Service funding to support the newly created Housing & Zoning Enforcement Coordinator position.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.6.

Consideration with possible action on "Lawn Care Services Contract" RFQ #3096.

BACKGROUND

The Redevelopment Authority is seeking quotations from qualified vendors for all labor, materials and equipment necessary to completely and satisfactorily perform the Lawn Care Services Contract (mowing, trimming, clean-up, etc.) at various RDA properties located within the City limits of Green Bay. The initial term of the contract shall be (pending RDA approval) from January 1, 2019 through December 31, 2019 with the option of four one-year renewals for calendar years 2020, 2021, 2022 and 2023 upon funding availability and mutual agreement by both parties. Staff is seeking approval to award a contract to the lowest, responsible bidder. At the October RDA meeting there was discussion regarding the separation of the mowing and snow removal contracts. Staff would like to further discuss this with the RDA.

RECOMMENDATION

Allow staff to award "Lawn Care Services Contract" RFQ #3096 to the lowest, responsible bidder.

FISCAL IMPACT

Based on feedback from a few potential vendors for mowing, staff has decided to divide the mowing and snow removal contracts for 2019. Potential vendors have commented that requiring "snow removal" under the same contract has deterred them from bidding. Staff would like to explore this in 2019. The "Snow Removal/Clean-up Services Contract" RFQ #3097 has been awarded to the lowest responsible vendor and prices have only gone up by $1 per property for the contract. Only one vendor replied to that RFQ.

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 27, 2018	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
10/31/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	150,300.00	200,000.00	-	150,000.00	-	200,300.00
Public Works Improvements	9,296.89	200,000.00	-	2,015.48	-	207,281.41
Community Service Interns	53,563.16	-	-	38,651.19	-	14,911.97
Public Service	102,882.54	12,000.00	-	53,420.06	61,462.48	-
Fair Housing	18,750.00	20,000.00	-	11,250.00	-	27,500.00
CDBG Eligible Areas	260,956.31	140,401.00	139,224.34	278,685.27	52,888.04	209,008.34
CDBG Eligible Areas-Beautificatio/Art	-	50,000.00	-	-	-	50,000.00
CDBG Eligible Areas-Lead Lines	-	25,000.00	-	-	-	25,000.00
Economic Development	349,127.77	100,000.00	198,760.58	337,000.00	-	310,888.35
ED Blight Elimination-Walnut Street	185,904.21	-	-	88,102.85	-	97,801.36
ED Façade & Demo Loans	-	50,000.00	-	-	-	50,000.00
Administration	212,301.74	199,350.00	-	197,437.94	-	214,213.80
	$ 1,343,082.62	**$ 996,751.00**	**$ 337,984.92**	**$ 1,156,562.79**	**$ 114,350.52**	**$ 1,406,905.23**

Redevelopment Authority
Financial Report
CDBG
10/31/2018

-

Redevelopment Authority
Financial Report
HOME
10/31/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	252,349.88	150,000.00	209,268.77	213,980.50	102,240.60	295,397.55
Housing Development Projects	329,607.96	145,992.00	-	-	265,298.84	210,301.12
CHDO Projects	194,284.12	100,000.00	-	101,872.12	192,412.00	-
Downpayment Closing Cost Assistance	2,400.00	100,000.00	-	2,400.00	-	100,000.00
Administration	29,076.22	55,110.00	23,252.09	44,149.43	-	63,288.88
	$ 807,718.18	**$ 551,102.00**	**$ 232,520.86**	**$ 362,402.05**	**$ 559,951.44**	**$ 668,987.55**

City of Green Bay RDA
Check Register
October-18

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
20892	10/05/2018	LIGHTHOUSE TITLE INC	425.00
20893	10/05/2018	JASON D. & LISA B. CAMPBELL	250,000.00
20894	10/16/2018	BROWN COUNTY TREASURER	3,000.00
20895	10/16/2018	CITY OF GREEN BAY	246.83
20896	10/16/2018	BROWN COUNTY REGISTER OF DEEDS	120.00
20897	10/16/2018	NEIGHBOR-WORKS GREEN BAY	52,588.00
20898	10/16/2018	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	500.00
20899	10/16/2018	SHEFCHIK INC.	7,748.00
20900	10/16/2018	REMODEL SHOP	45,500.00
20901	10/16/2018	SINKLER HEATING & COOLING, INC.	15,631.00
20902	10/16/2018	LITERACY GREEN BAY INC	3,460.95
20903	10/16/2018	LIGHTHOUSE TITLE INC	50.00
20904	10/16/2018	KENNETH R. YOUNG	1,782.00
20905	10/16/2018	RICHARD J. SINCLAIR	575.00
20906	10/30/2018	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	3,750.00
20907	10/30/2018	BERNERS SCHOBER ASSOCIATES, INC	5,867.75
20908	10/30/2018	CITY OF GREEN BAY	23,857.12
20909	10/30/2018	GANNETT WISCONSIN MEDIA	297.42
20910	10/30/2018	GREEN BAY WATER UTILITY	100.00
20911	10/30/2018	NORTHERN ELECTRIC INC	150,000.00
20912	10/30/2018	SHEFCHIK INC.	1,752.00
20913	10/30/2018	REMODEL SHOP	21,650.00
20914	10/30/2018	COMPLETE OFFICE OF WISCONSIN INC	2,340.00
20915	10/30/2018	EXTERIOR SOLUTIONS LLC	7,334.51
20916	10/30/2018	BEST EVER PAINTING	10,000.00
20917	10/30/2018	MARK D. JOHNSON	1,600.00
20918	10/30/2018	LAKESHORE HEATING & COOLING LLC.	2,500.00
20919	10/30/2018	ALL-PHAZE PLUMBING LLC	1,150.00
			613,825.58