



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, MAY 7, 2019, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. Roll Call.

- I. 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.

- I. Approval of the agenda for the May 7, 2019, meeting of the Redevelopment Authority.

C. Approval of Minutes.

- I. Approval of the minutes from the April 9, 2019, regular meeting of the Redevelopment Authority.

D. Regular Business.

- I. Consideration with possible action to amend the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

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 on Amendment(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756).

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. Update with possible action on purchase of 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.

4. Consideration with possible action on a HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 429 S. Roosevelt Street (Tax Parcel 14-1301).
5. Consideration with possible action on a HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 1209 Chicago Street (Tax Parcel 14-1298).
6. Consideration with possible action on approving and recommending to the Common Council an Analysis of Impediments to Fair Housing Study.
7. Consideration with possible action on the report of the Funding Administration Subcommittee meeting May 2, 2019.
8. Consideration with possible action on request from TWG Development LLC to restructure the HOME awarded \$100,000.00 grant into a loan for Broadway Lofts.
9. Consideration with possible action on a development agreement with LeMense Quality Homes for the property located at 927 North Broadway (Tax Parcel 18-503) under the New Homes in Your Neighborhood program.
10. Consideration with possible action on a substantial amendment to the 2018 Annual Action Plan transferring \$10,000.00 in CDBG funding from the CDBG Eligible Area Projects to Public Service to fund a newly created Housing and Zoning Inspection Assistant position.
11. Consideration with possible action to award RFB #3135, Skywalk Window Pane Replacements, to low bidder Tri City Glass and Door for \$20,150.00.

E. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next meeting: June 4, 2019 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, APRIL 9, 2019, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. ROLL CALL.

I. 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.

Members Present: Gary Delveaux, James Blumreich, Melanie Parma, Barbara Dorff, Matt Schueller, Kathy Hinkfuss, Excused: Deby Dehn

Liaisons Present: Jeff Mirkes (arrived 1:55 p.m.)

Others Present: Ald. Brian Johnson

B. APPROVAL OF THE AGENDA.

I. Approval of the agenda for the April 9, 2019, meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to approve the agenda for the April 9, 2019, meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the minutes from the March 12, 2019, regular meeting of the Redevelopment Authority.

Moved by Matt Schueller, seconded by James Blumreich to approve the minutes from the March 12, 2019, regular meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

D. REGULAR BUSINESS.

I. Consideration with possible action to approve a request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

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 Ald. Barbara Dorff to approve the request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North). Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

2. Consideration with possible action on a request for a six-month Planning Option for 321 and 325 N. Broadway by Merge Urban Development Group.

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 Kathy Hinkfuss to open the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

Moved by James Blumreich, seconded by Ald. Barbara Dorff to close the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

Moved by Kathy Hinkfuss, seconded by Melanie Parma to approve the six-month planning option for 321 and 325 N. Broadway for Merge Urban Development Group. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

3. Consideration with possible action on a HOME funds request by Greater Green Bay Habitat for Humanity for the property located at 1655 Debra Lane (Tax Parcel 21-1111-P-2).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the HOME funds request by Greater Green Bay Habitat for Humanity for the property located at 1655 Debra Lane (Tax Parcel 21-1111-P-2). Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

4. Consideration with possible action on a development agreement with Callie Wall for the property located at 619 Roy Avenue (Tax Parcel 5-795) under the New Homes in Your Neighborhood program.

Moved by Melanie Parma, seconded by James Blumreich to approve a development agreement with Callie Wall for the property located at 619 Roy Avenue (Tax Parcel 5-795) using \$20,000 of Neighborhood Enhancement Funds. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

5. Consideration with possible action on a development agreement with LeMense Quality Homes for the property located at 821 Shea Avenue (Tax Parcel 18-31) under the New Homes in Your Neighborhood program.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to receive and place on file. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

6. Consideration with possible action to authorize staff to release Request For Proposals for 227 E. Walnut Street and 109 N. Adams Street (Schauer & Schumacher) buildings.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to authorize staff to release Request For Proposals for 227 E. Walnut Street and 109 N. Adams Street (Schauer & Schumacher) buildings. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

7. Consideration with possible action for approval of subordination request for 1274 Crooks and 1033 Cherry Street from NeighborWorks Green Bay.

Moved by James Blumreich, seconded by Melanie Parma to open the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

Moved by James Blumreich, seconded by Matt Schueller to close the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

Moved by Matt Schueller, seconded by Kathy Hinkfuss to approve the subordination request from NeighborWorks Green Bay for 1274 Crooks and 1033 Cherry Street. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

8. Consideration with possible action on changes to the New Homes in Your Neighborhood program.

Moved by James Blumreich, seconded by Matt Schueller to approve changes to the New Homes in Your Neighborhood program including an increase in grant funding and allowing staff approvals of 60-day planning options. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

9. Consideration with possible action to purchase five hundred (500) chairs and fourteen (14) chair transport dollies for the KI Convention Center for \$88,204.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to approve the purchase of five hundred (500) chairs and fourteen (14) chair transport dollies for the KI Convention Center for \$88,204.00. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

E. INFORMATIONAL.

I. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: May 14, 2019 at 1:30 PM

F. ADJOURNMENT.

Moved by James Blumreich, seconded by Melanie Parma to adjourn. Motion carried.

Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.I.

Consideration with possible action to amend the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

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

In June, the RDA and City approved Development Agreement 18-02: The Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).

In September, the RDA and the City directed staff to execute a Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed eight hundred thousand dollars (\$800,000.00). Staff is requesting that amount be increased to one million dollars (\$1,000,000.00), primarily to cover additional geotechnical testing on the site. We believe these services are necessary in order to design proper foundations of structures planned for the site.

RECOMMENDATION

Approve amending the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

FISCAL IMPACT

In July, the RDA and Common Council approved borrowing two million dollars (\$2,000,000.00) to fund the first phase of this project. No more than one million dollars (\$1,000,000.00) will be used on consulting services to prepare the Project Plan.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.2.

Consideration with possible action on Amendment(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756).

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

In January 2019, the RDA and City approved Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756). The Developers are requesting a number of Amendments to the Agreement in order to allow an investor to participate in the project. Staff has reviewed the requests and would like to discuss further at the meeting.

The Developers are also seeking approvals for obligations outlined in the Agreement, specifically: Section IV. A. Concept Plan; Section IV. B. Construction Documents; and Section IV. C. Development Budget. The Developer has provided the RDA and City evidence of compliance with Section IV. F. Proof of Equity and Section IV. G. Proof of Financing.

RECOMMENDATION

Approve Amendments(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756), subject to minor legal and technical revisions.

FISCAL IMPACT

Not applicable.

ATTACHMENTS

1. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - Amendment - 190503 - Request
2. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Intent to Assign
3. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. A.
4. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. B
5. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. C.
6. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190326 - Executed

TWG Development, LLC

333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204
T 317.264.1833
www.twgdev.com



May 3, 2019

RE: Request to Restructure Development Agreement 19-01 for Broadway Lofts

Dear City of Green Bay Redevelopment Authority:

On January 16, 2019 TWG Development, LLC (TWG) entered into a Development Agreement 19-01 (Agreement) with the City of Green Bay, the Redevelopment Authority of the City of Green Bay (RDA), and DDL Holdings, LLC. See attached agreement.

This Agreement will allow TWG to construction Broadway Lofts, a 107-unit workforce housing development located at the north end of the Rail Yard.

TWG has secured an investor for the Low Income Housing Tax Credits received from WHEDA to finance approximately 50% of the development costs. For financing purposes, TWG is requesting the following adjustments to the Agreement, on behalf of the investor. Each recommendation is followed by an italicized explanation for the recommended change:

- III. Tax Increment Financing.(B).(1).(c.).
 - Adjust the 18 month timeline for completion to begin May 29, 2019
 - *Currently the 18 months begins at Agreement execution, TWG cannot meet this timeline if held to a July 2020 completion. Completion is currently estimated for November 2020.*
- IV. Obligations of Developer.(C).(2.)
 - Adjust the Hard Cost Contingency to 5%
 - *Currently the Agreement states 10%. 5% is industry standard for New Construction*
- IV. Obligations of Developer.(D.)
 - Remove the sentence "At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan."
 - *TWG intends to construct Broadway Lofts to the permit-approved plans and the Investor would prefer to hold the development to these agreed upon plans, rather than allow future significant changes.*
- IV. Obligations of Developer.(P).(1.)
 - Add the sentence, "RDA shall permit the investor Limited Partner to transfer its interest without RDA consent or notice. Additionally, RDA shall permit GP to be replaced in accordance with the terms and provisions of the Limited Partnership Agreement without RDA consent or notice."
 - *The Investor would be allowed to transfer "ownership" if necessary, between investment parties. If this occurs at all, it would likely be from one fund to the other or similar effect.*
 - *The Investor funds are at risk if the project is not completed on time and on budget or managed as an "A" class asset – if TWG fails to perform these duties the Investor has the right to remove and replace TWG with another group to complete and or manage the development. This has never happened in TWG's history.*

- VIII. Default.
 - Add line 7.: "Notwithstanding the foregoing, the Investor Limited Partner shall have the right, but not the obligation, to cure any event of default under the Development Agreement 19-01, and such cure shall be accepted or rejected as if tendered by Developer. Any notice delivered under the Development Agreement shall also be delivered to the Investor Limited Partner."
 - *The Investor wants the opportunity to cure any default of TWG. Investor also wants to be made aware of any notices regarding the Agreement.*
- X. Miscellaneous (B.)
 - Add CREA entity to notice party. CREA Broadway Lofts, LLC 30 South Meridian Street, Suite 400 Indianapolis, IN 46204 Attn: Jason Racine
 - *The Investor wants to be made aware of any notices regarding the Agreement.*
- Finally, TWG requests that portions of the Agreement be assigned from TWG Development, LLC to the Broadway Lofts, LP entity. All assignments made will be to allow the Limited Partnership (and Investor) to benefit from the Agreement, while TWG will remain the responsible party for all Developer obligations.
 - *In a nutshell, the Investor will reap all financial benefits of the Agreement while TWG will remain on the hook for the development.*

Thank you for your support.

TWG Development, LLC

Jonathan Ehlke | Development Director
TWG Development, LLC
 333 N. Pennsylvania St., Suite 100
 Indianapolis, IN 46204

TWG Development, LLC

333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204
T 317.264.1833
www.twgdev.com



April 24, 2019

RE: Letter of Intent to Assign Rights in Development Agreement

Kevin:

Development Agreement 19-01 was made January 16, 2019 by The City of Green Bay, The Redevelopment Authority of the City of Green Bay, TWG Development, LLC, and DDL Holdings, LLC.

TWG Development, LLC, intends to Assign all right, title, and interest in the Development Agreement to Broadway Lofts, LP.

A copy of the assignment will be provided upon request.

Sincerely,

TWG Development, LLC, Principal
Broadway Lofts, LP, Member

A handwritten signature in blue ink, appearing to read "Tony Knoble".

Tony Knoble | President

TWG Development, LLC

333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204



BROADWAY STREET LOFTS

GREEN BAY, WI

PROGRESS SET

11.15.2018

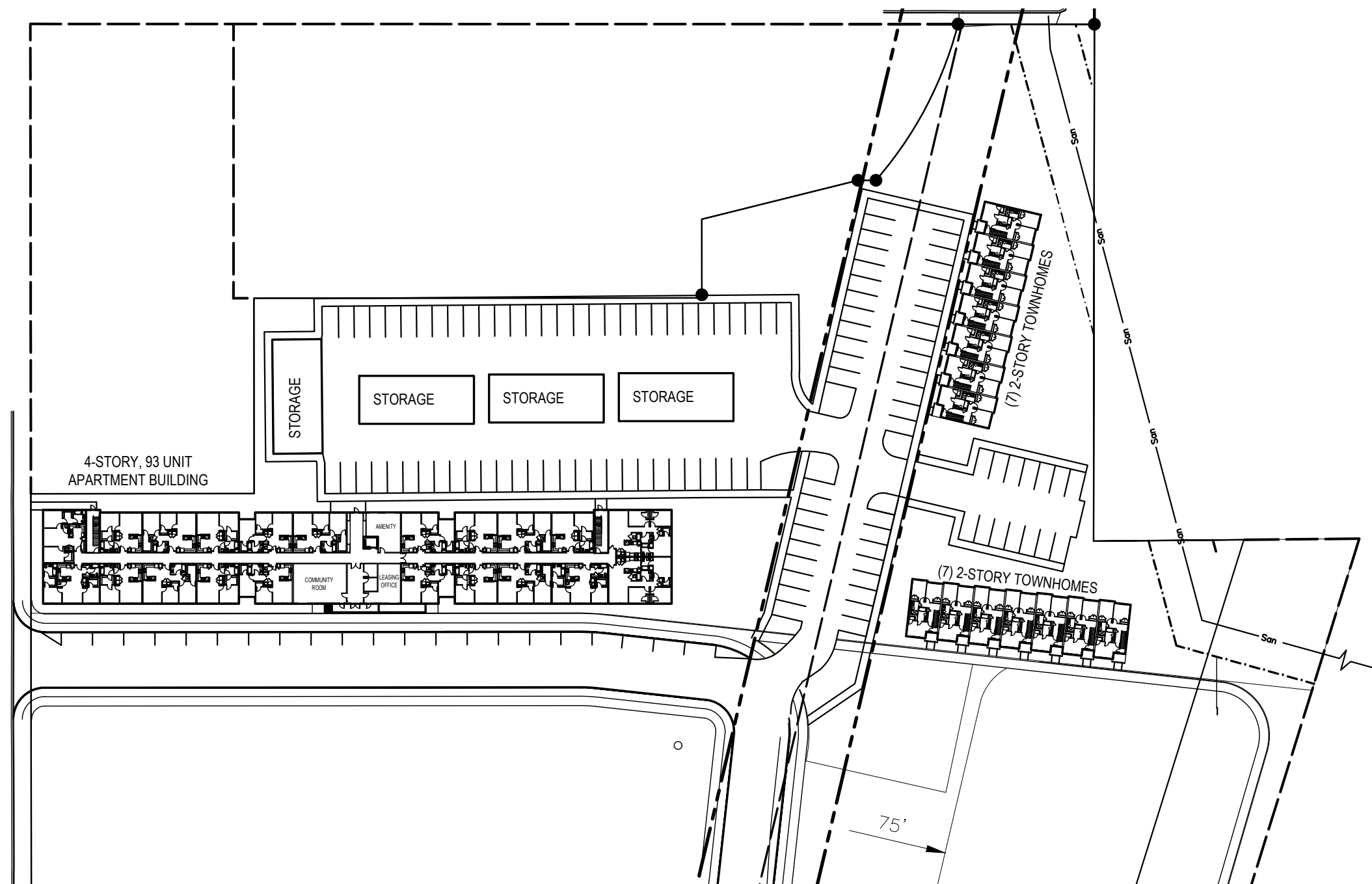


VIEW FROM BROADWAY

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



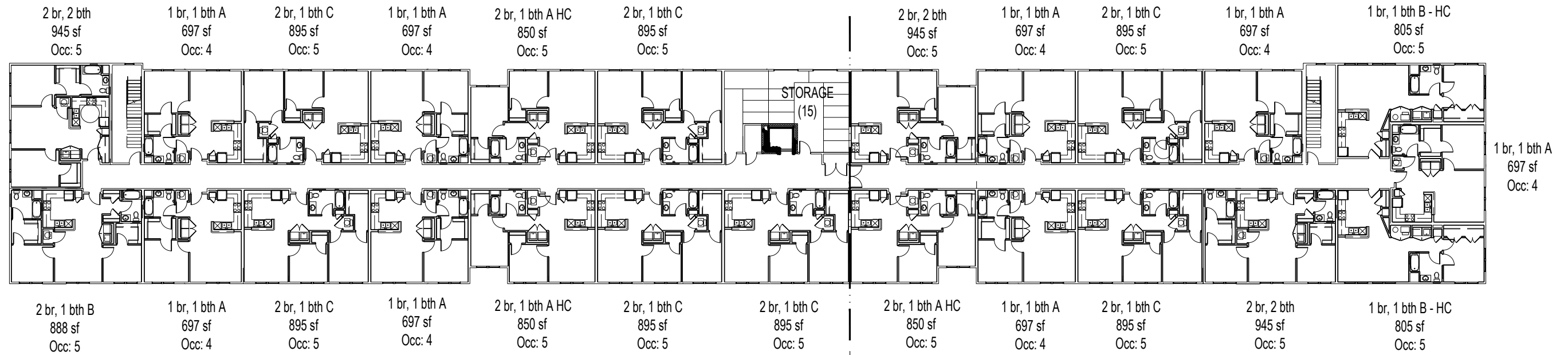
SITE PLAN

Scale: 1"=80'-0" ^ North

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



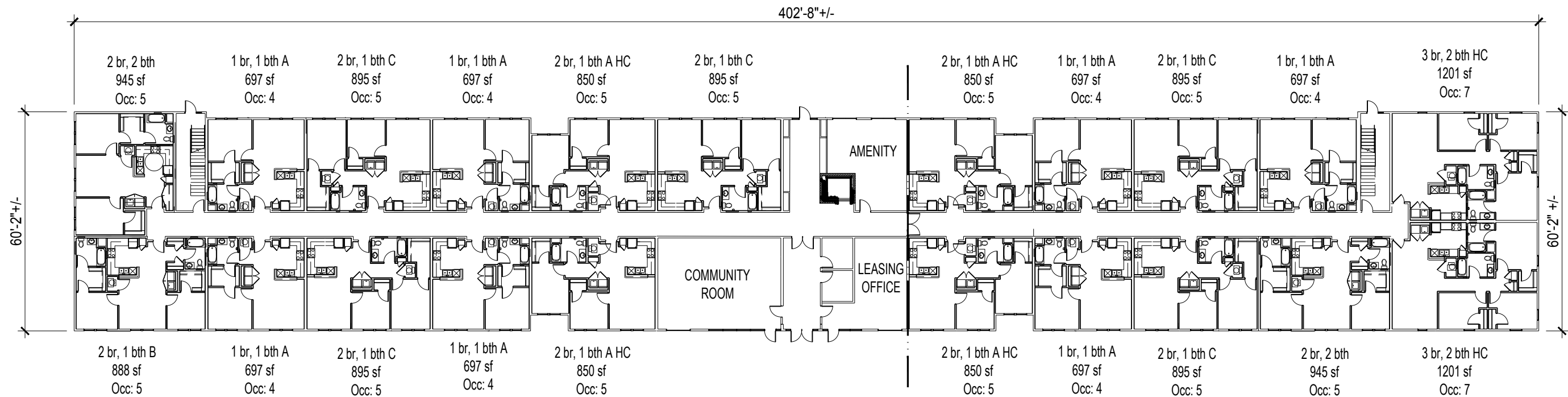
BUILDING A - 2nd, 3rd, 4th FLOOR PLANS

Scale: 1"=30' ^ North

FIRE AREA 1
13,379 SF/FL

TOTAL:
23,520 SF/FL

FIRE AREA 2
10,141 SF/FL



BUILDING A - GROUND FLOOR PLAN

Scale: 1"=30' ^ North

FIRE AREA 1
13,379 SF/FL

TOTAL:
23,520 SF/FL

FIRE AREA 2
10,141 SF/FL

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



EAST ELEVATION
Scale: 1/32"=1'-0"



NORTH ELEVATION
Scale: 1/32"=1'-0"

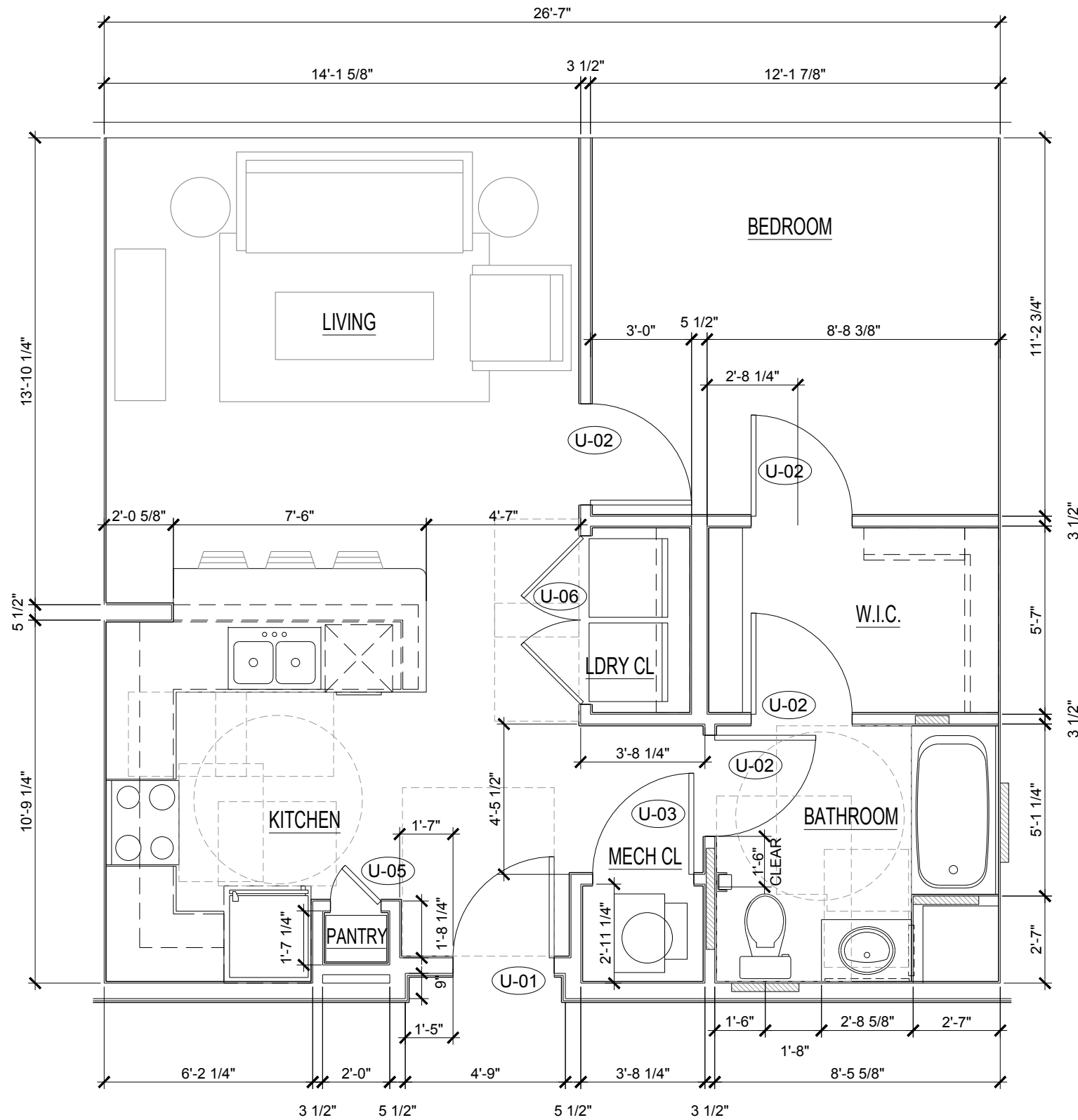


WEST ELEVATION
Scale: 1/32"=1'-0"



SOUTH ELEVATION
Scale: 1/32"=1'-0"

BROADWAY LOFTS							
<u>UNIT DATA 11/15/18</u>							
BUILDING TYPE	UNIT TYPE	# OF UNITS	MIN. UNIT SQ. FT.	TARGET UNIT SQ. FT.	CURRENT UNIT SQ. FT.	CURRENT UNIT % OVER MIN	OCCUP./UNIT
A	1 br 1 bth A	31	575	661	699	21.57	3.495
A	1 br 1 bth B HC	6	575	661	809	40.70	4.045
A	2 br 1 bth A HC	16	825	908	850	3.03	4.25
A	2 br 1 bth B	4	825	908	894	8.36	4.47
A	2 br 1 bth C	26	825	908	895	8.48	4.475
A	2 br 2 bth HC	8	825	908	941	14.06	4.705
A	3 br 2 bth HC	2	1100	1210	1200	9.09	6
B	TH 3br 2.5 bth	14	1100	1400	1418	28.91	7.09
	TOTALS:	107		95509	96749		
<u>PROJECT DATA 11/15/18</u>							
BUILDING TYPE	UNIT SQ. FT.	COMMON AREA SQ. FT.	TOTAL BLDG SQ. FT.	# OF BUILDINGS	TOTAL UNIT AREA	TOTAL COMMON AREA	TOTAL SQ. FT.
A (CURRENT)	76,897	17,183	94,080	1	76,897	17,183	94,080
A (ORIGINAL)	82,167	17,605	99,772	1	82,167	17,605	99,772
B (CURRENT)	9,926	0	9,926	2	19852	0	19852
B (ORIGINAL)	9,828	0	9,828	2	19656	0	19656
GARAGE (CURRENT)							TBD
GARAGE (ORIGINAL)	0	2216	2216	4	0	8864	8864
TOTAL A&B (CURRENT)							113,932
TOTAL A&B (ORIGINAL)							119,428



APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

1 Br 1 Bth A - UNIT PLAN

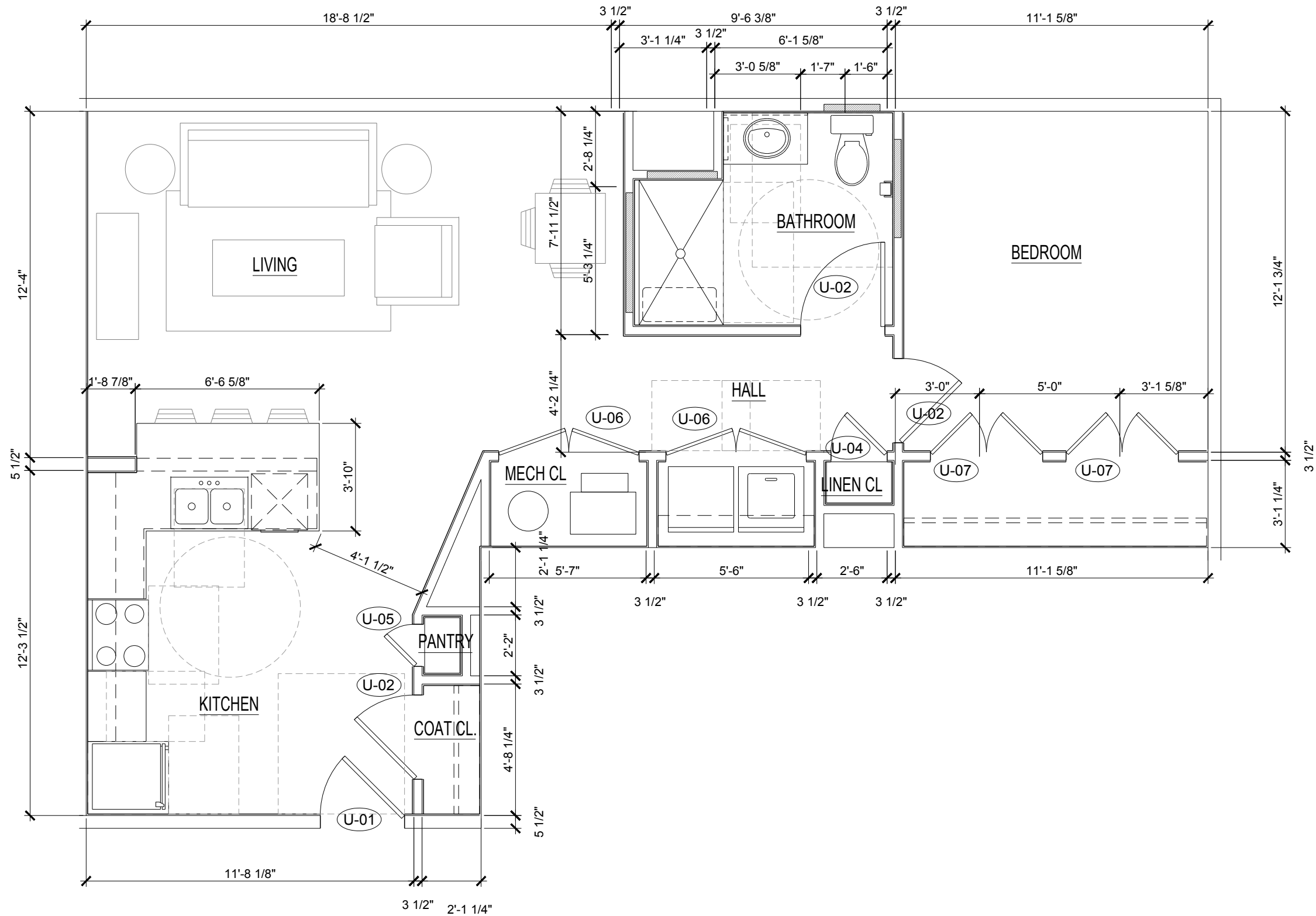
Scale: 1/4"=1'-0"

(ANSI TYPE B UNIT) | 699 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



1 Br 1 Bth B HC - UNIT PLAN

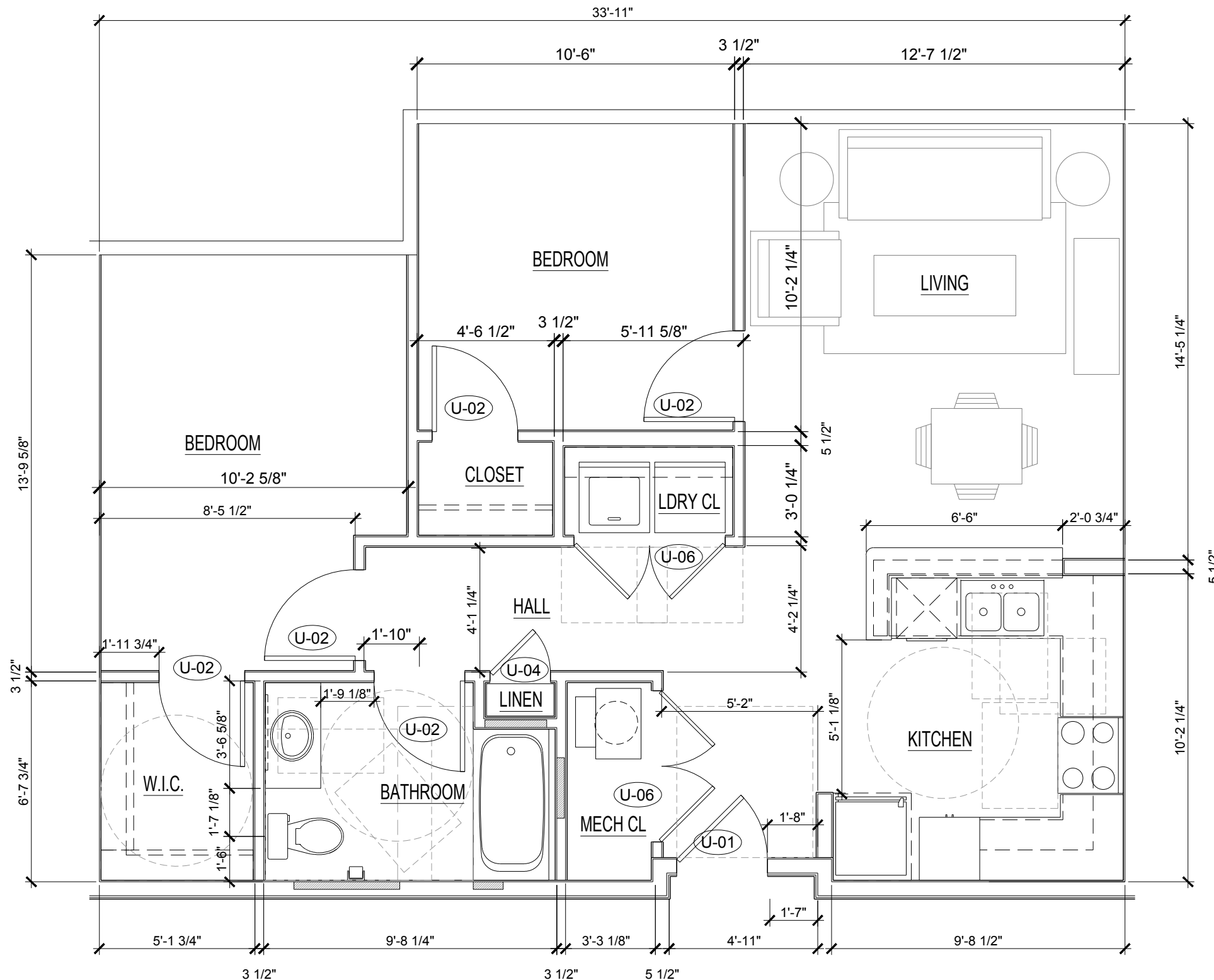
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(ANSI TYPE A UNIT) | 809 SF

APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.



APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

2 Br 1 Bth AHC - UNIT PLAN

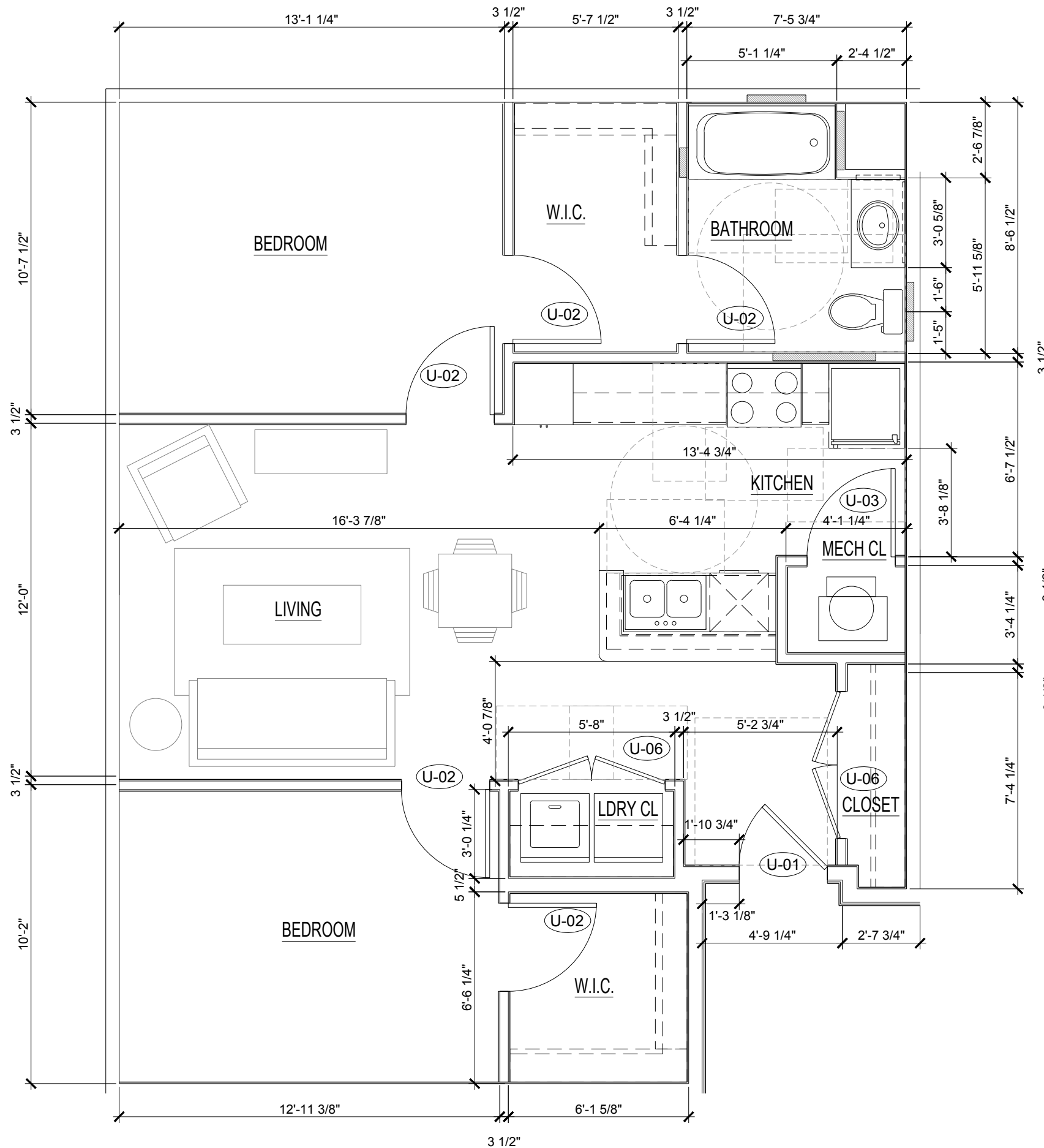
Scale: 1/4"=1'-0"

(ANSI TYPE A UNIT) | 850 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018

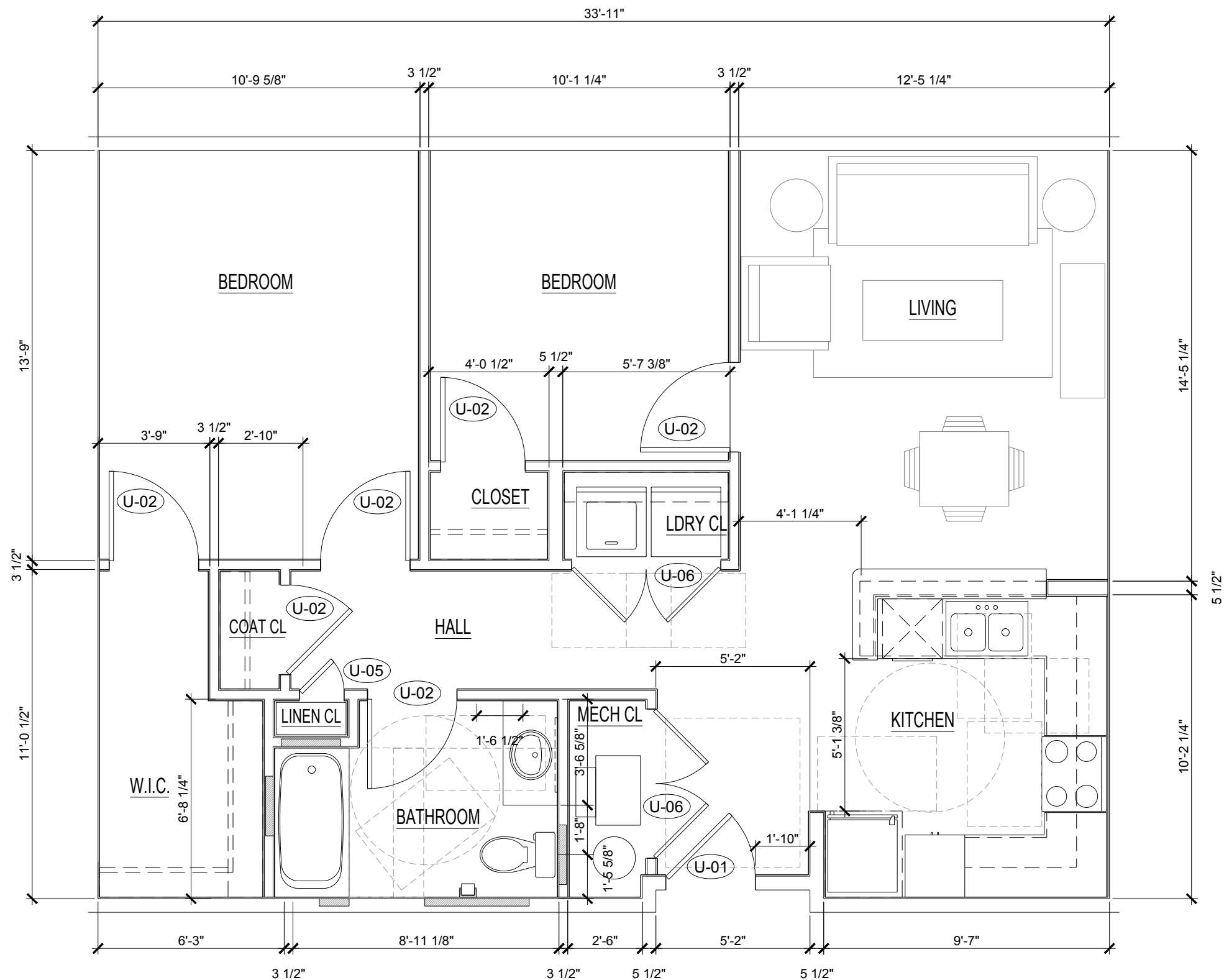


APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

- UNIT PLAN NOTES
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
 2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
 3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

2 Br 1 Bth B - UNIT PLAN
Scale: 1/4"=1'-0"
(ANSI TYPE B UNIT) | 894 SF





APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

2 Br 1 Bth C - UNIT PLAN

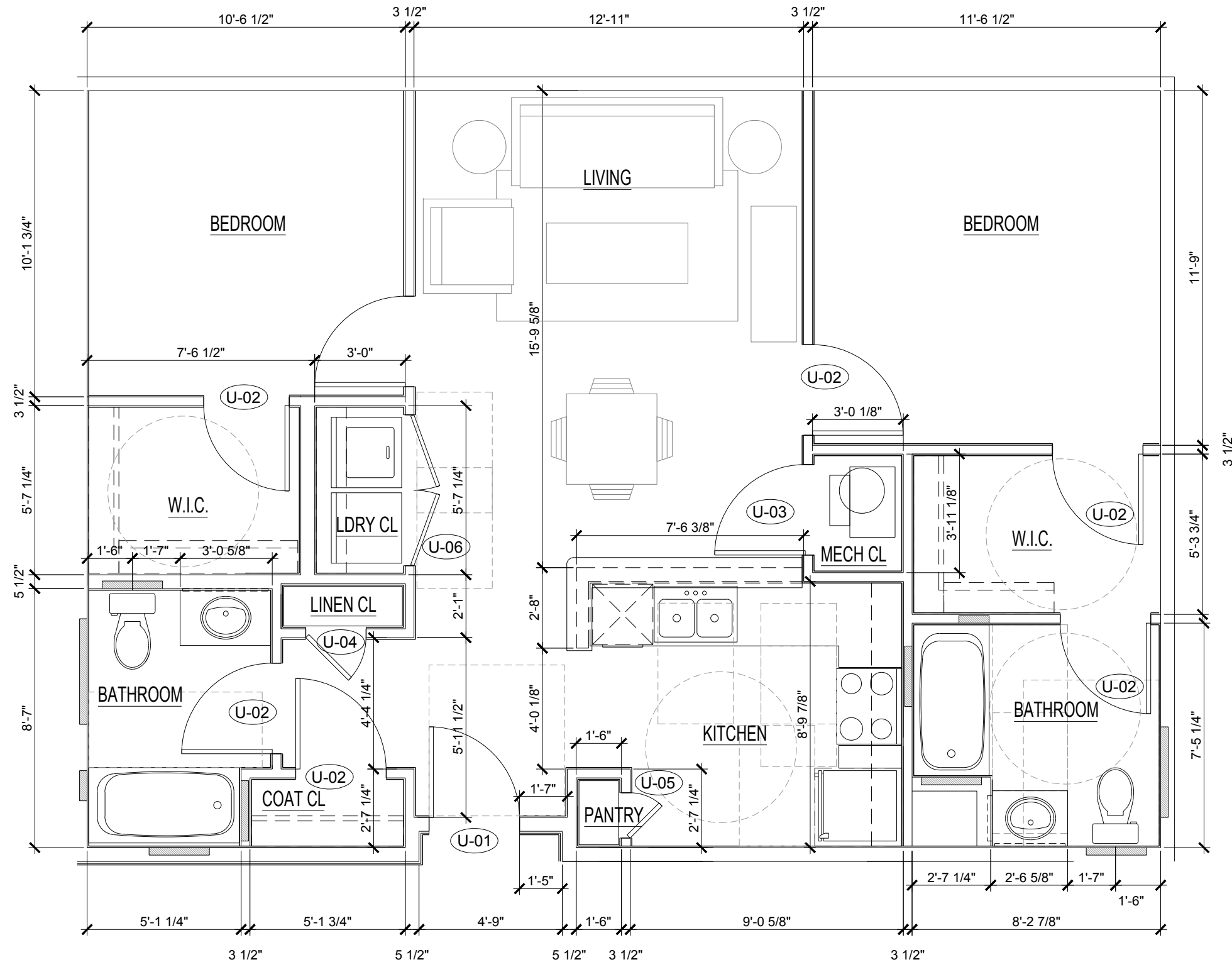
Scale: 1/4"=1'-0"

(ANSI TYPE B UNIT) \ 895 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

- UNIT PLAN NOTES
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
 2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
 3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

2 Br 2 Bth HC - UNIT PLAN

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

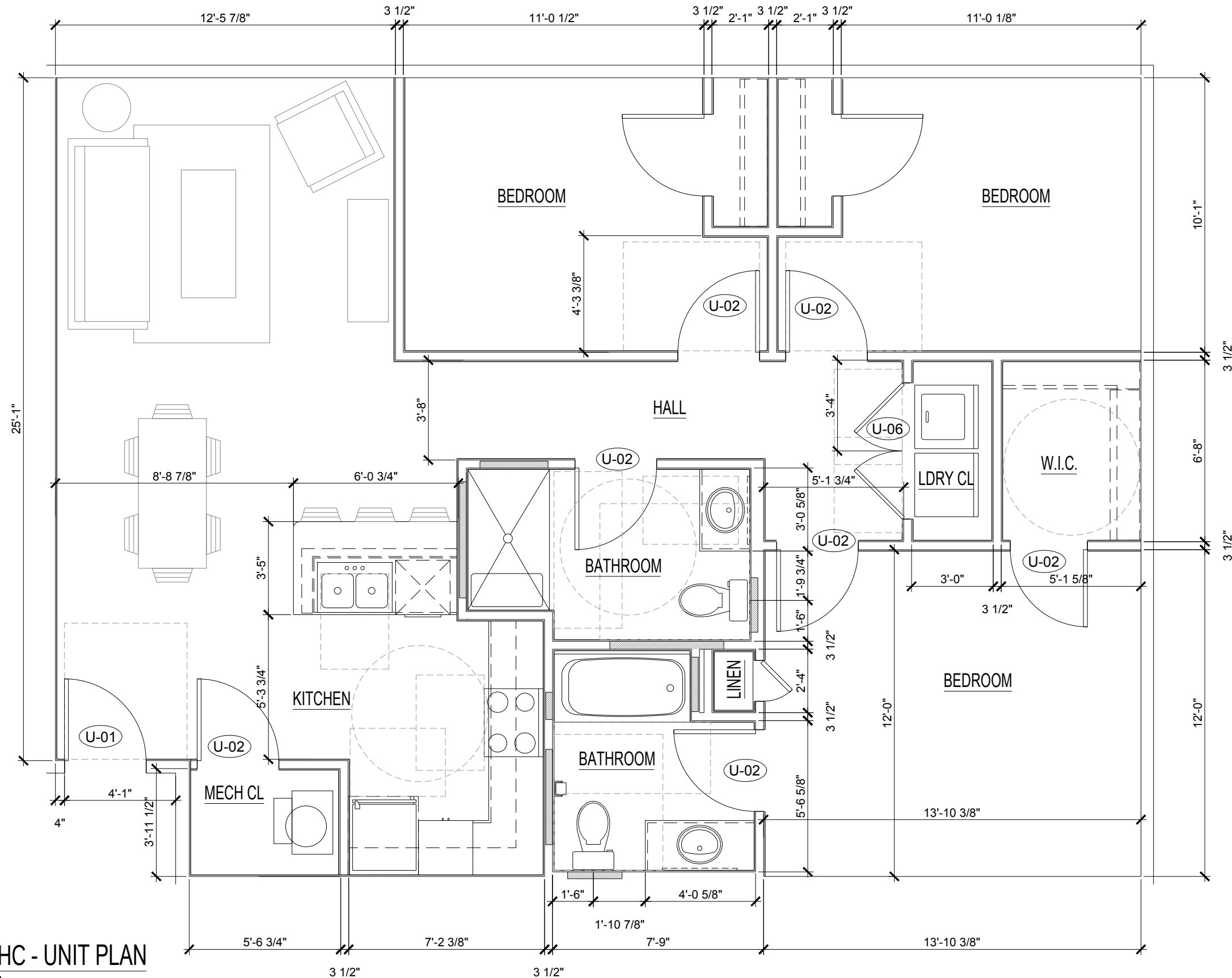
(ANSI TYPE B UNIT) | 941 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018





3 Br 2 Bth HC - UNIT PLAN

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

(ANSI TYPE A UNIT) | 1200 SF

APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
U01	3'-0"	7'-0"	SINGLE	ENTRY
U02	3'-0"	6'-8"	SINGLE	BED/BATH
U03	3'-0"	6'-8"	SINGLE	MECH CL.
U04	2'-0"	6'-8"	SINGLE	CLOSET
U05	1'-6"	6'-8"	SINGLE	CLOSET
U06	5'-0"	6'-8"	PAIR	MECH/LDRY
U07	4'-0"	6'-8"	PAIR	CLOSET

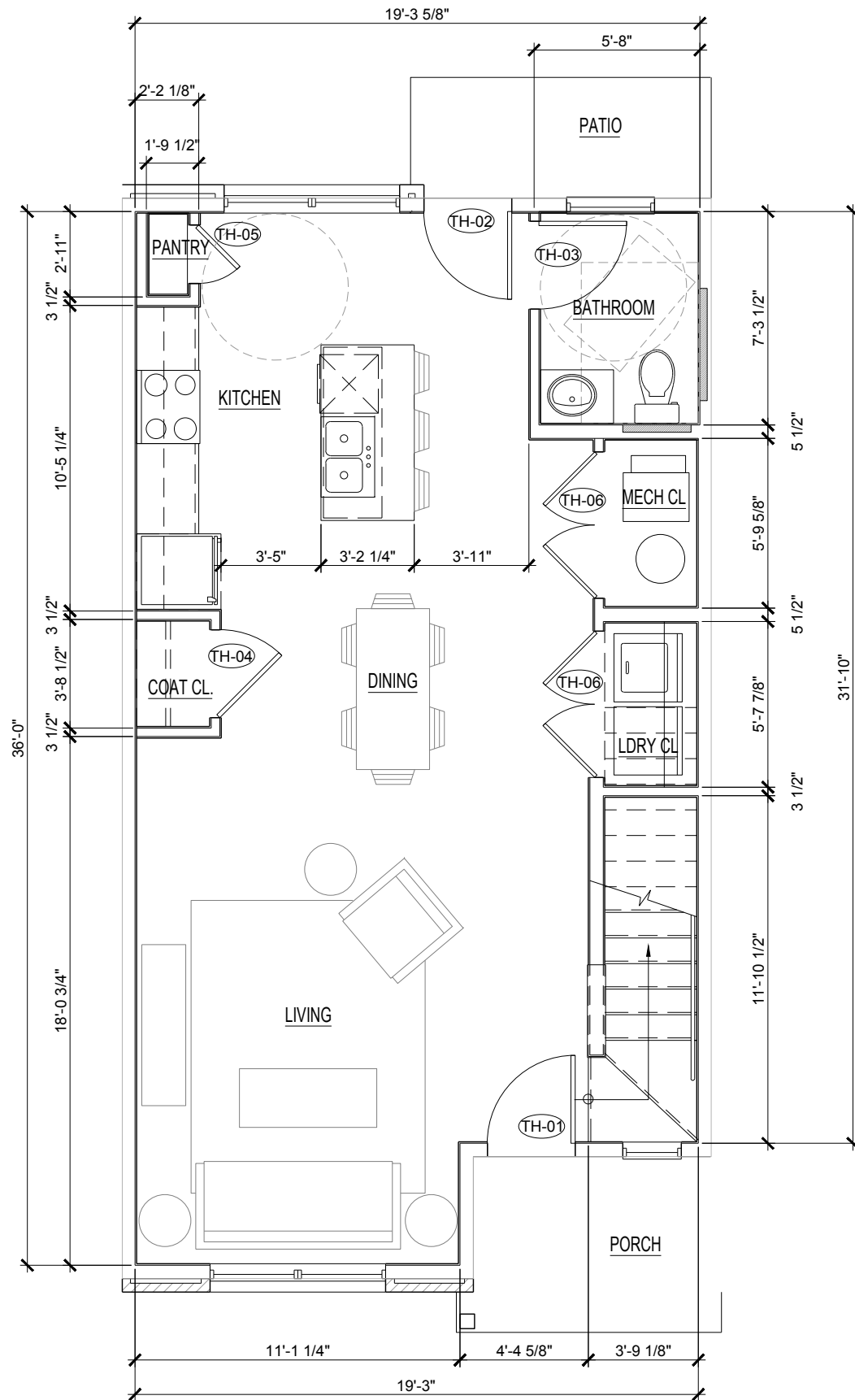
UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018

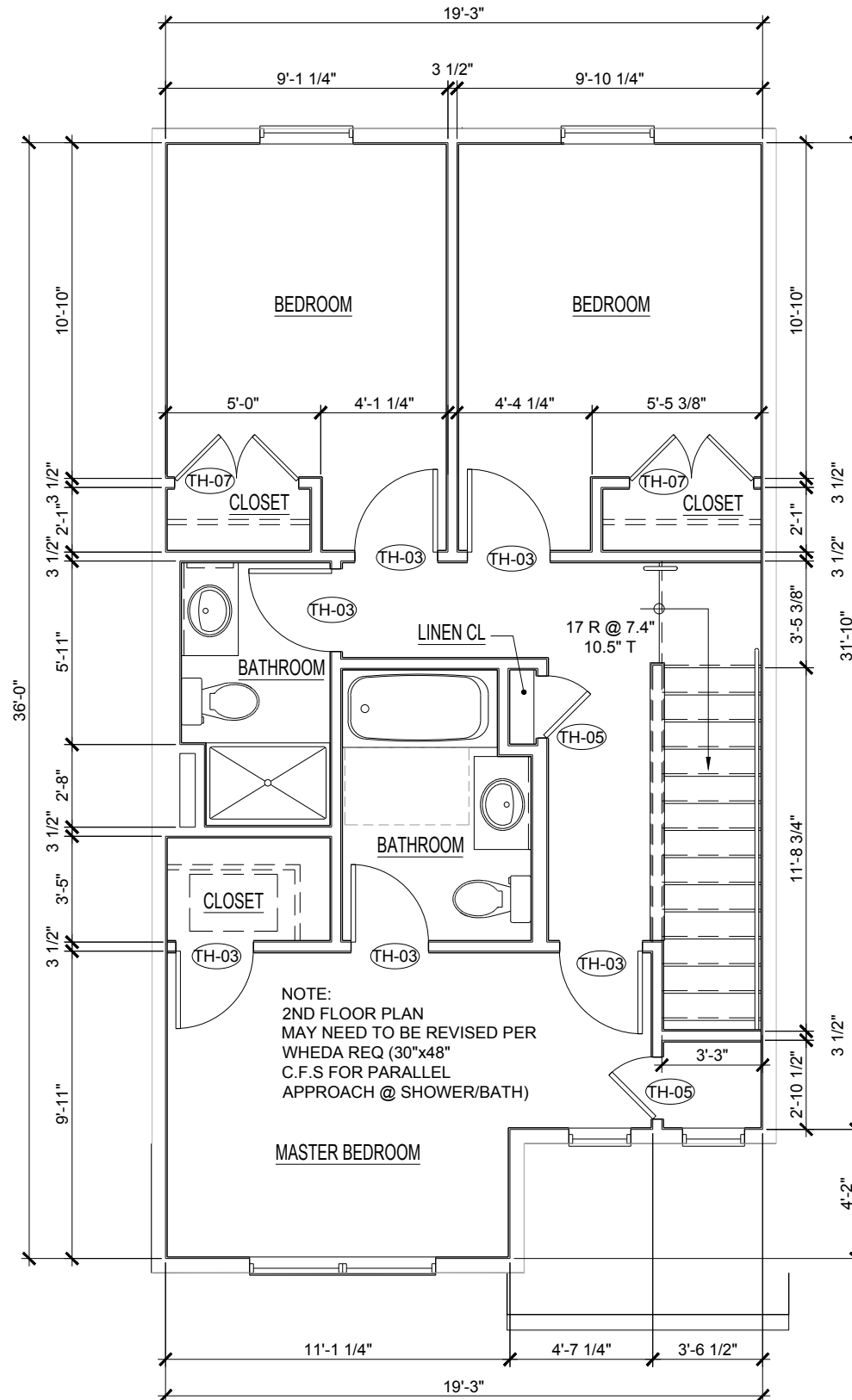


APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
TH01	3'-0"	7'-0"	SINGLE	ENTRY
TH02	3'-0"	7'-0"	SINGLE	REAR ENTRY
TH03	3'-0"	6'-8"	SINGLE	BED/BATH
TH04	3'-0"	6'-8"	SINGLE	CLOSET
TH05	2'-0"	6'-8"	SINGLE	CLOSET
TH06	5'-0"	6'-8"	PAIR	MECH/LDRY
TH07	4'-0"	6'-8"	PAIR	CLOSET

- UNIT PLAN NOTES
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
 2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
 3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

TOWN HOUSE 1st FLOOR PLAN
Scale: 3/16"=1'-0"
(20% ANSI VISITABLE UNIT) | 1418 SF





TOWN HOUSE 2nd FLOOR PLAN

Scale: 3/16"=1'-0"

(20% ANSI VISITABLE UNIT) | 1418 SF

APARTMENT UNIT DOOR SCHEDULE				
MARK	DOOR PANELS			
	WIDTH	HEIGHT	SINGLE/PAIR	ROOM
TH01	3'-0"	7'-0"	SINGLE	ENTRY
TH02	3'-0"	7'-0"	SINGLE	REAR ENTRY
TH03	3'-0"	6'-8"	SINGLE	BED/BATH
TH04	3'-0"	6'-8"	SINGLE	CLOSET
TH05	2'-0"	6'-8"	SINGLE	CLOSET
TH06	5'-0"	6'-8"	PAIR	MECH/LDRY
TH07	4'-0"	6'-8"	PAIR	CLOSET

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

BROADWAY STREET LOFTS

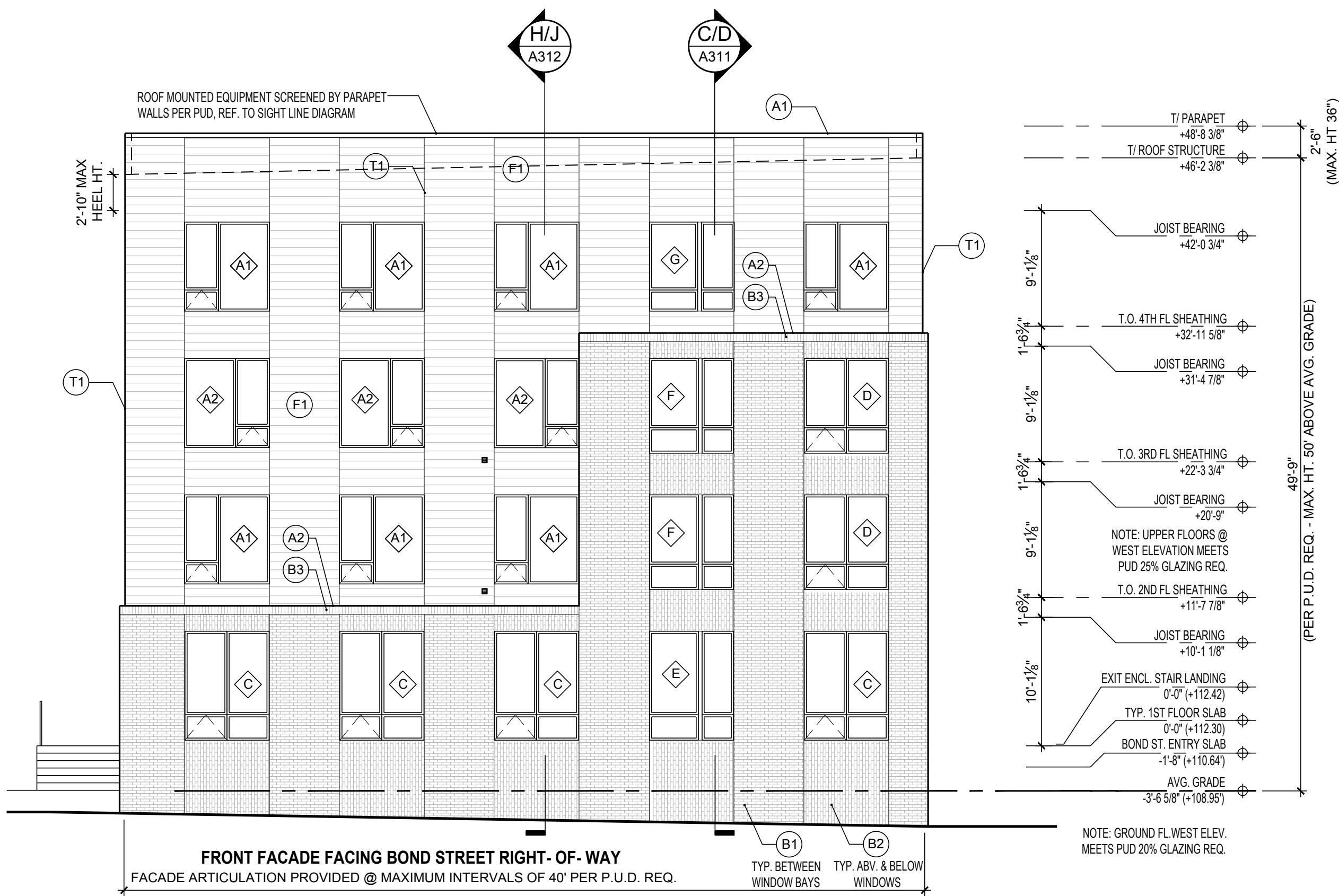
400 N BROADWAY - GREEN BAY, WI

11.15.2018

General Notes - Exterior Elevations:

- SIDEWALKS AT BUILDING AND STRUCTURES SHALL BE 1/2" MAX BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE W/ ADA STANDARDS.
- BUILDINGS AND UNITS MUST BE IDENTIFIED USING CLEARLY VISIBLE SIGNAGE AND/OR NUMBERS, WHERE UNIT AND BUILDING IDENTIFICATION SIGNAGE MUST BE WELL LIT FROM DUSK UNTIL DAWN.
- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ADDITIONAL ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
- ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTION & PROJECT SPECIFICATIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF TERMINATES INTO BRICK WALL. SEE WALL SECTIONS FOR ADDITIONAL INFORMATION.
- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EXTERIOR MATERIAL LEGEND	
B1	MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN
B2	MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN
B3	MODULAR BRICK SOLDIER COURSE
F1	FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE BUILDING 1: COLOR TO MATCH A1 COPING BUILDING 2: COLOR TBD BUILDING 3: COLOR TBD GARAGES: COLOR TBD
F2	FIBER CEMENT BOARD PANEL SIDING BUILDING 1: WHITE BUILDING 2: WHITE BUILDING 3: WHITE
T1	PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.
T2	1x FIBER CEMENT BOARD TRIM OR FASCIA
A1	PREFINISHED METAL COPING - KYNAR COLOR TBD
A2	PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1
A3	PREFINISHED METAL FASCIA - BLACK
A4	PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY
A5	PREFINISHED BREAK METAL WRAP - BLACK
M1	PREFINISHED OR PAINTED METAL RAILING
R1	ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY
R2	CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)
R3	PREFIN. STANDING SEAM MTL. ROOF - KYNAR COLOR TBD BY ARCH
L1	EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE
V1	EXHAUST VENT, REFER TO MECH. DWG, MATCH ADJ. SIDING



1 - West Elevation Bldg 1

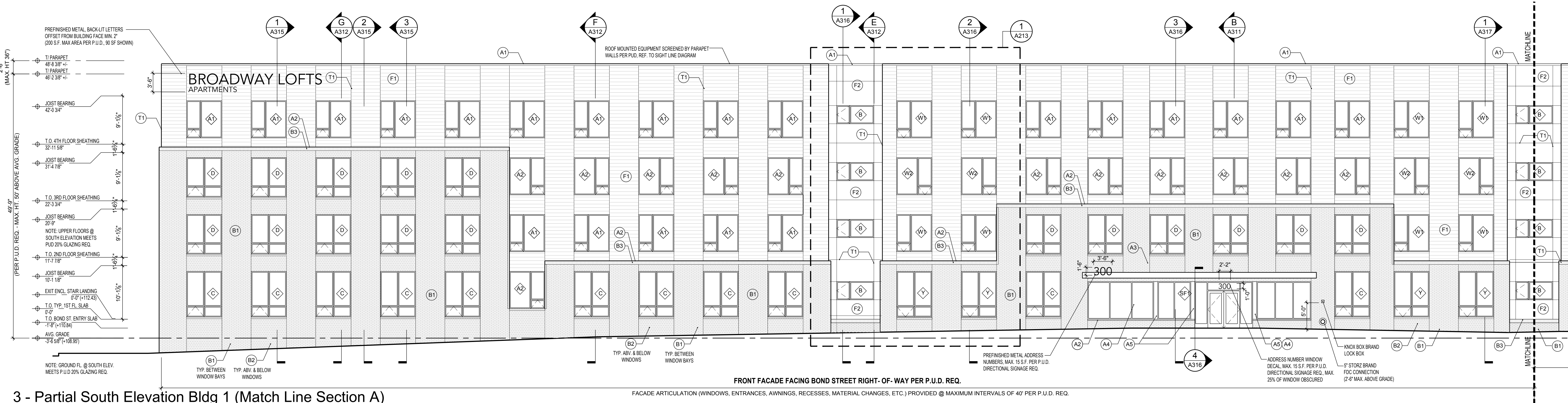
Scale: 1/8" = 1'-0"

5 - East/West Elevation

Scale: 1/8" = 1'-0"

6 - East/West Elevation

Scale: 1/8" = 1'-0"



3 - Partial South Elevation Bldg 1 (Match Line Section A)

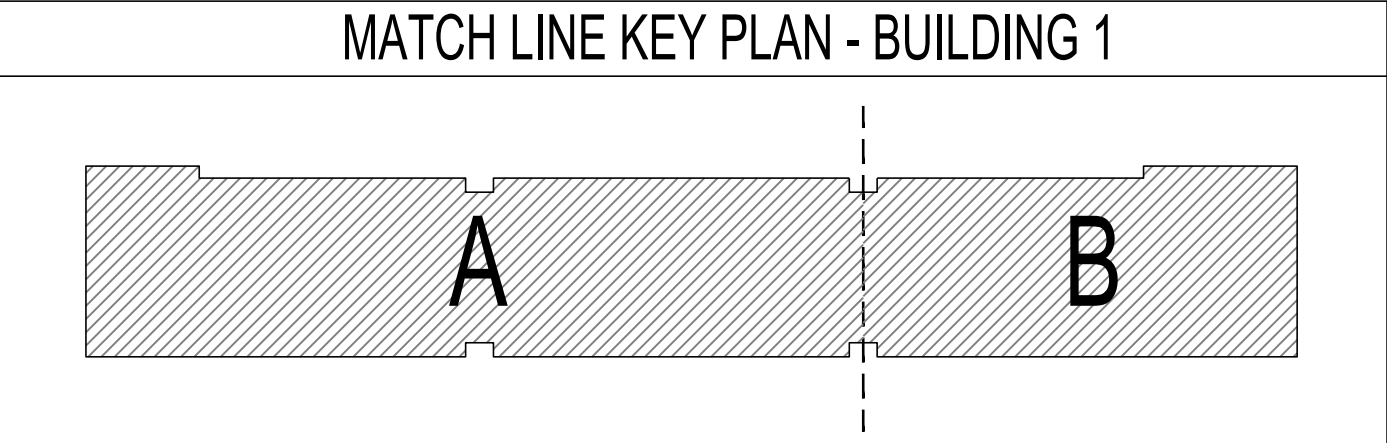
Scale: 1/8" = 1'-0"



4 - Partial South Elevation Bldg 1 (Match Line Section B)

Scale: 1/8" = 1'-0"

- CITY DESIGN APPROVAL NOTES:
- "P.U.D." REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.
 - THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE EXCEPTION OF SECTION 2. ITEM J: *ARCHITECTURE DESIGN STANDARDS*. (b.) *Exterior Materials*. PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.
 - SIGNAGE LOCATION/TYPE T.B.D. (SIGNAGE OPTIONS #1-4 SHOWN). PER THE P.U.D., A MAXIMUM OF (1) FACE SIGN SHALL BE INSTALLED ON PUBLIC RIGHT-OF-WAY FACING FACADES OF BUILDING 1 (300 BOND ST.). MAXIMUM (1) PROJECTING SIGN SHALL BE INSTALLED. SIGNAGE SHALL MEET DIMENSIONS/SPECIFICATIONS AS SHOWN ON ELEVATIONS. SIGN COLORS WILL COORDINATE WITH THE BUILDING FACADE.



Stamp

Client

TWG DEVELOPMENT, LLC
333 Pennsylvania St.
Suite 100
Indianapolis, Indiana 46204

Project

**BROADWAY LOFTS
BUILDING 1**
300 Bond Street
Green Bay, Wisconsin 54303

Revisions

Submission

Progress
● Design Review
○ Lot Split
○ Planning
○ Zoning
○ 50% Client Review
○ 85% Client Review
● Permit Submission
○ Building Permit
○ Construction

Current Date 04/05/19
Drawn By HN
Checked By MH
Job Number 18040

Sheet

**EXTERIOR
ELEVATIONS
(BLDG 1)**

Discipline & Number

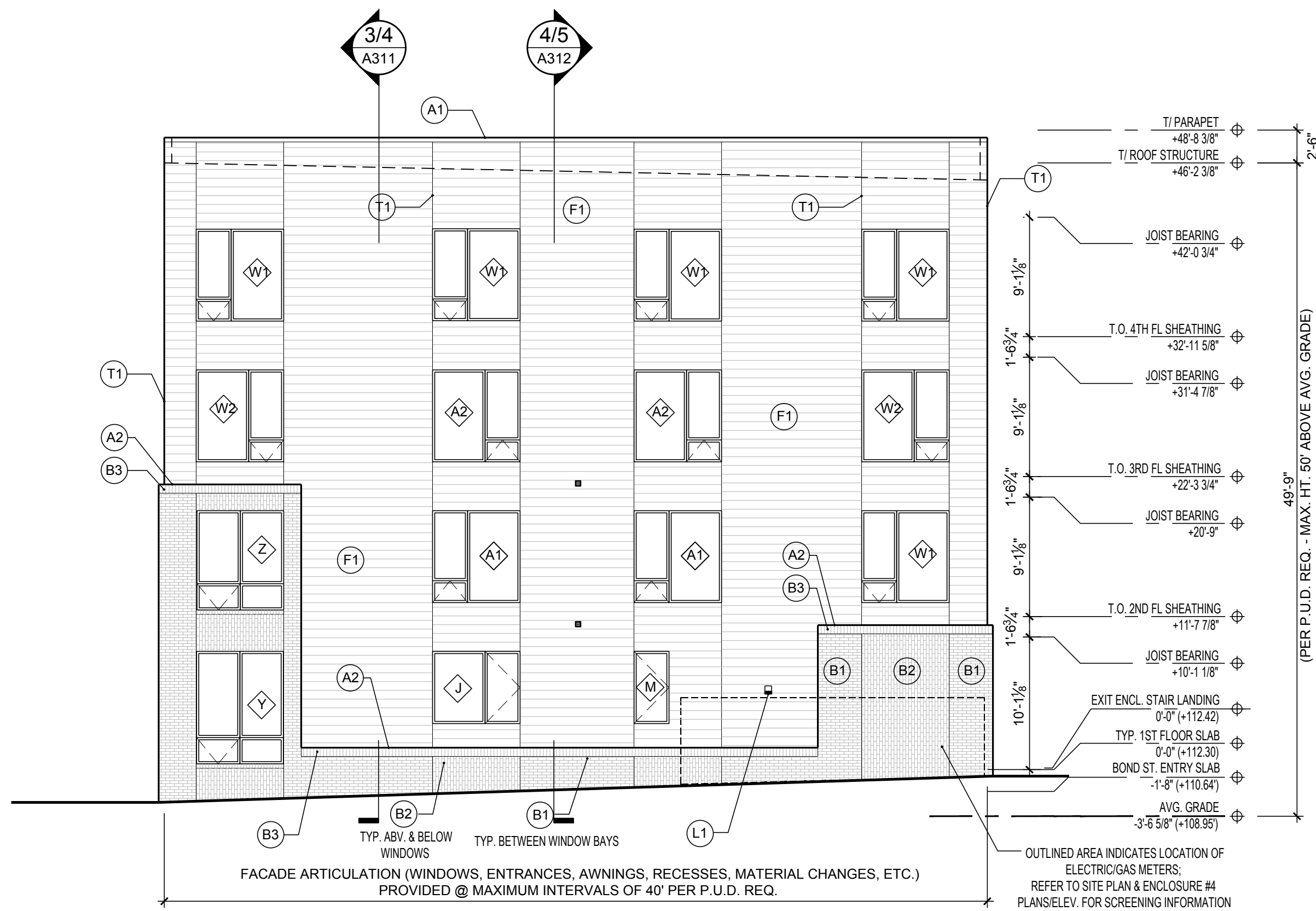
A212

EXTERIOR MATERIAL LEGEND

B1	MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN
B2	MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN
B3	MODULAR BRICK SOLDIER COURSE
F1	FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE BUILDING 1: COLOR TO MATCH A1 COPING BUILDING 2: COLOR TBD BUILDING 3: COLOR TBD GARAGES: COLOR TBD
F2	FIBER CEMENT BOARD PANEL SIDING BUILDING 1: WHITE BUILDING 2: WHITE BUILDING 3: WHITE
T1	PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.
T2	1x FIBER CEMENT BOARD TRIM OR FASCIA
A1	PREFINISHED METAL COPING - KYNAR COLOR TBD
A2	PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1
A3	PREFINISHED METAL FASCIA - BLACK
A4	PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY
A5	PREFINISHED BREAK METAL WRAP - BLACK
M1	PREFINISHED OR PAINTED METAL RAILING
R1	ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY
R2	CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)
R3	PREFIN. STANDING SEAM MTL. ROOF - KYNAR COLOR TBD BY ARCH
L1	EXTERIOR LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE
V1	EXHAUST VENT, REFER TO MECH. DWG, MATCH ADJ. SIDING

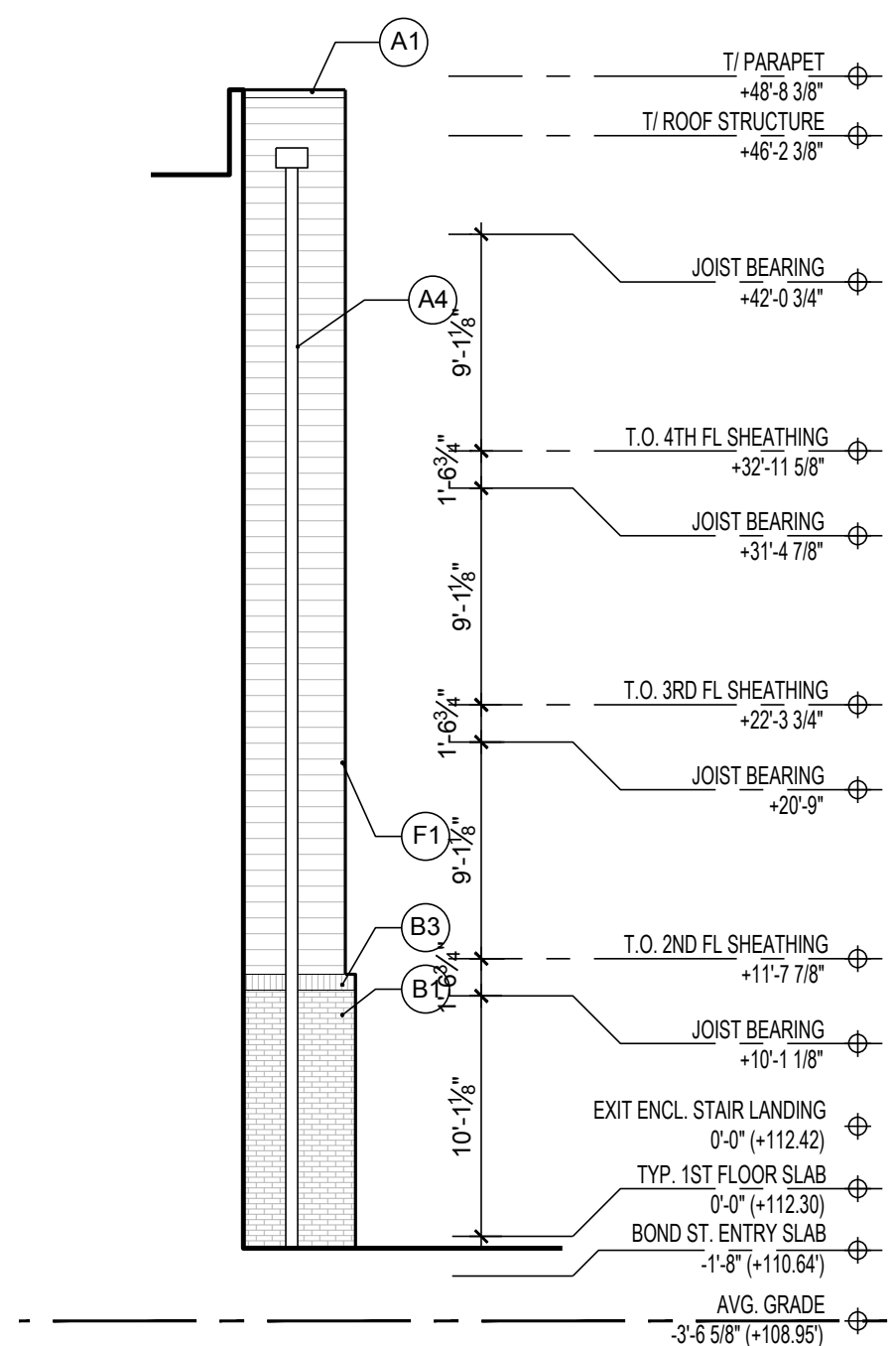
General Notes - Exterior Elevations:

- SIDEWALKS AT BUILDING AND STRUCTURES SHALL BE 1/2" MAX BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE W/ ADA STANDARDS.
- BUILDINGS AND UNITS MUST BE IDENTIFIED USING CLEARLY VISIBLE SIGNAGE AND/OR NUMBERS, WHERE UNIT AND BUILDING IDENTIFICATION SIGNAGE MUST BE WELL LIT FROM DUSK UNTIL DAWN.
- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ADDITIONAL ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
- ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTION & PROJECT SPECIFICATIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF TERMINATES INTO BRICK WALL. SEE WALL SECTIONS FOR ADDITIONAL INFORMATION.
- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.



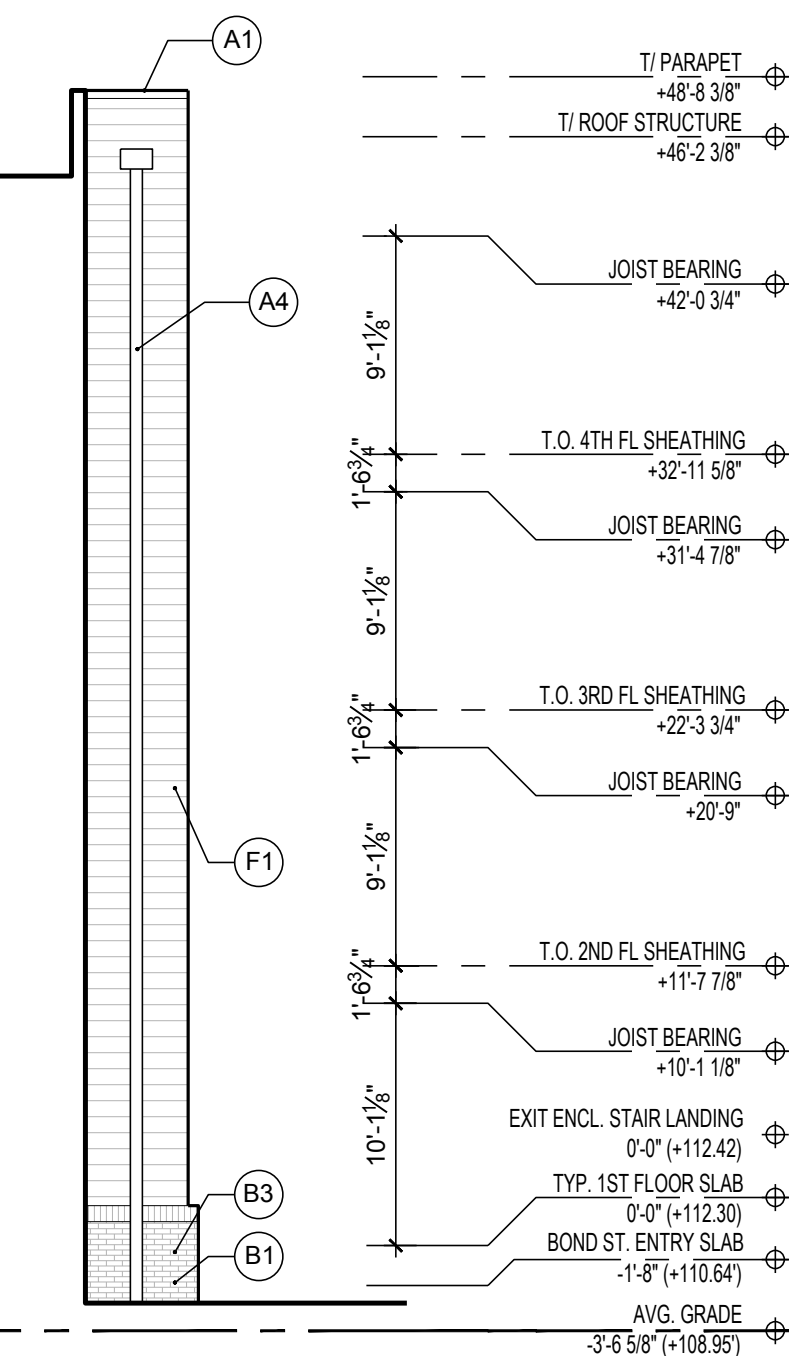
1 - East Elevation

Scale: 1/8" = 1'-0"



5 - East/West Elevation

Scale: 1/8" = 1'-0"



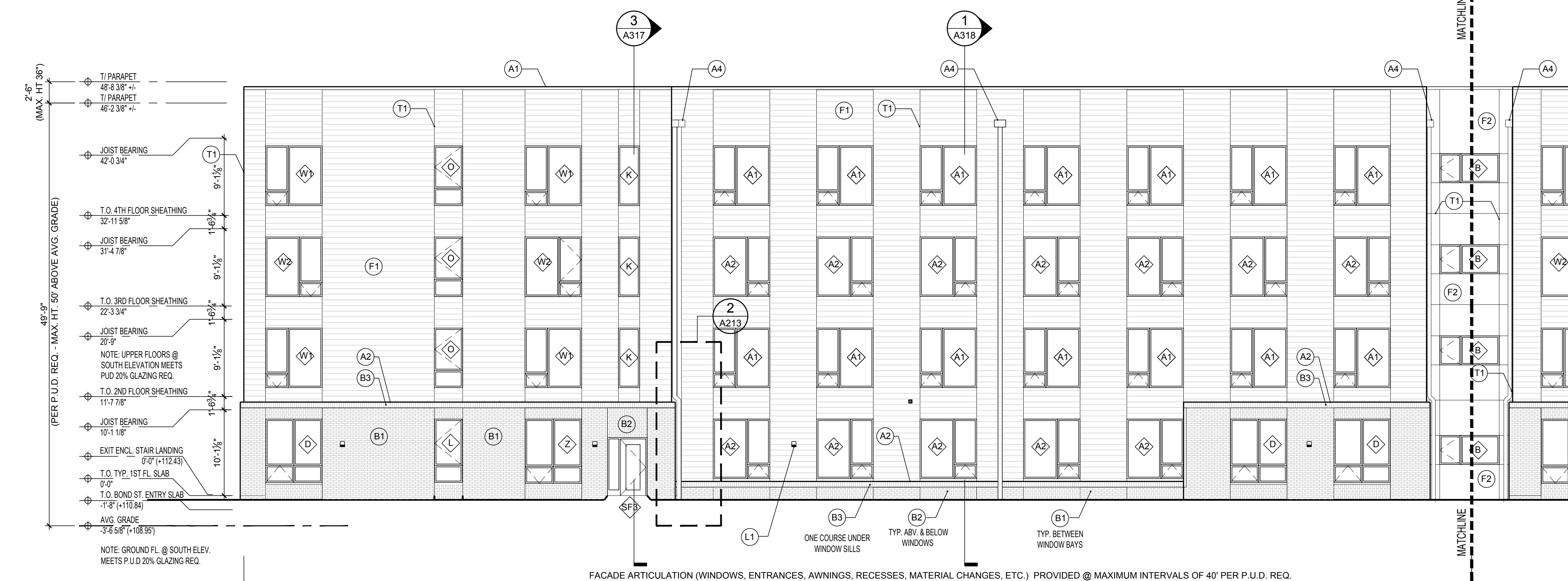
6 - East/West Elevation

Scale: 1/8" = 1'-0"



3 - Partial North Elevation Bldg 1 (Match Line Section A)

Scale: 1/8" = 1'-0"



4 - Partial South Elevation Bldg 1 (Match Line Section B)

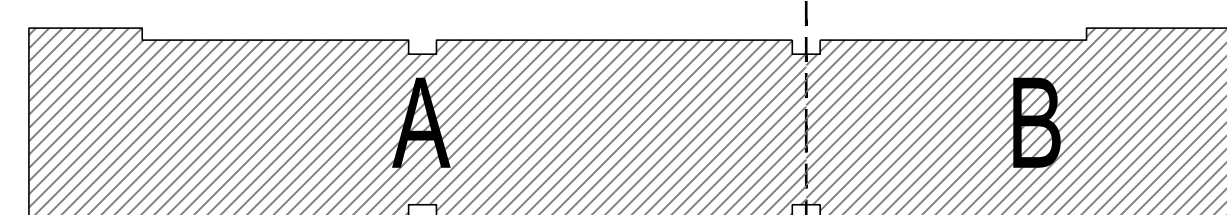
Scale: 1/8" = 1'-0"

CITY DESIGN APPROVAL NOTES:

1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE EXCEPTION OF SECTION 2, ITEM J: *ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials*. PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.

MATCH LINE KEY PLAN - BUILDING 1



CITY DESIGN APPROVAL NOTES:
1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE FOLLOWING EXCEPTIONS:

-SECTION 2, ITEM J: ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials
-SECTION 2, ITEM J: ARCHITECTURE DESIGN STANDARDS, (c.) Facade Articulation, (2)ii & (2)iii (Res. Glazing %)
PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.

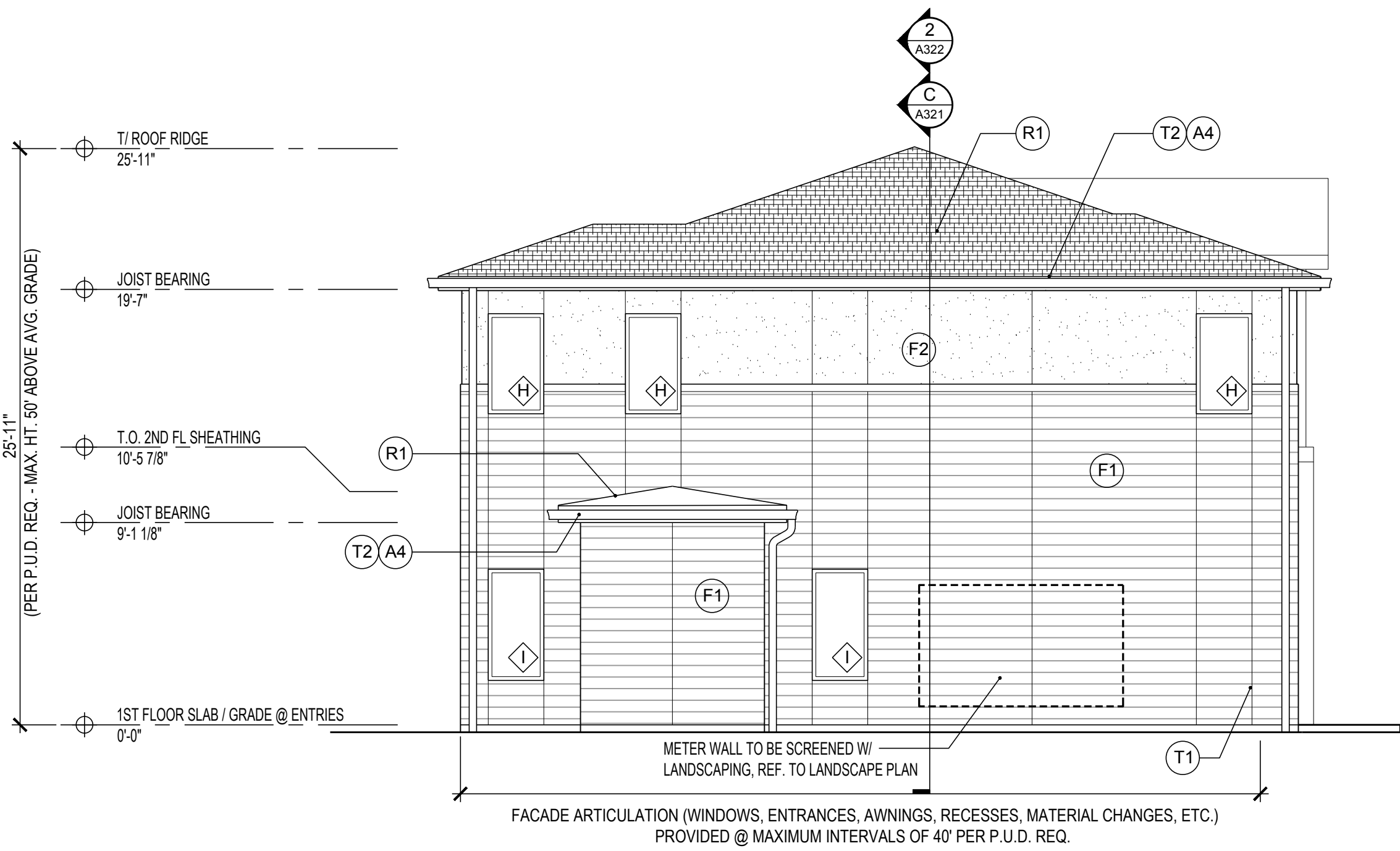
EXTERIOR MATERIAL LEGEND

B1	MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN
B2	MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN
B3	MODULAR BRICK SOLDIER COURSE
F1	FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE BUILDING 1: COLOR TO MATCH A1 COPING BUILDING 2: COLOR TBD BUILDING 3: COLOR TBD GARAGES: COLOR TBD
F2	FIBER CEMENT BOARD PANEL SIDING BUILDING 1: WHITE BUILDING 2: WHITE BUILDING 3: WHITE
T1	PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.
T2	1x FIBER CEMENT BOARD TRIM OR FASCIA
A1	PREFINISHED METAL COPING - KYNAR COLOR TBD
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A3	PREFINISHED METAL FASCIA - BLACK
A4	PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY
A5	PREFINISHED BREAK METAL WRAP - BLACK
M1	PREFINISHED OR PAINTED METAL RAILING
R1	ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY
R2	CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)
R3	PREFIN. STANDING SEAM MTL ROOF - KYNAR COLOR TBD BY ARCH
L1	EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE
V1	EXHAUST VENT, REFER TO MECH. DWG, MATCH ADJ. SIDING

General Notes - Exterior Elevations:

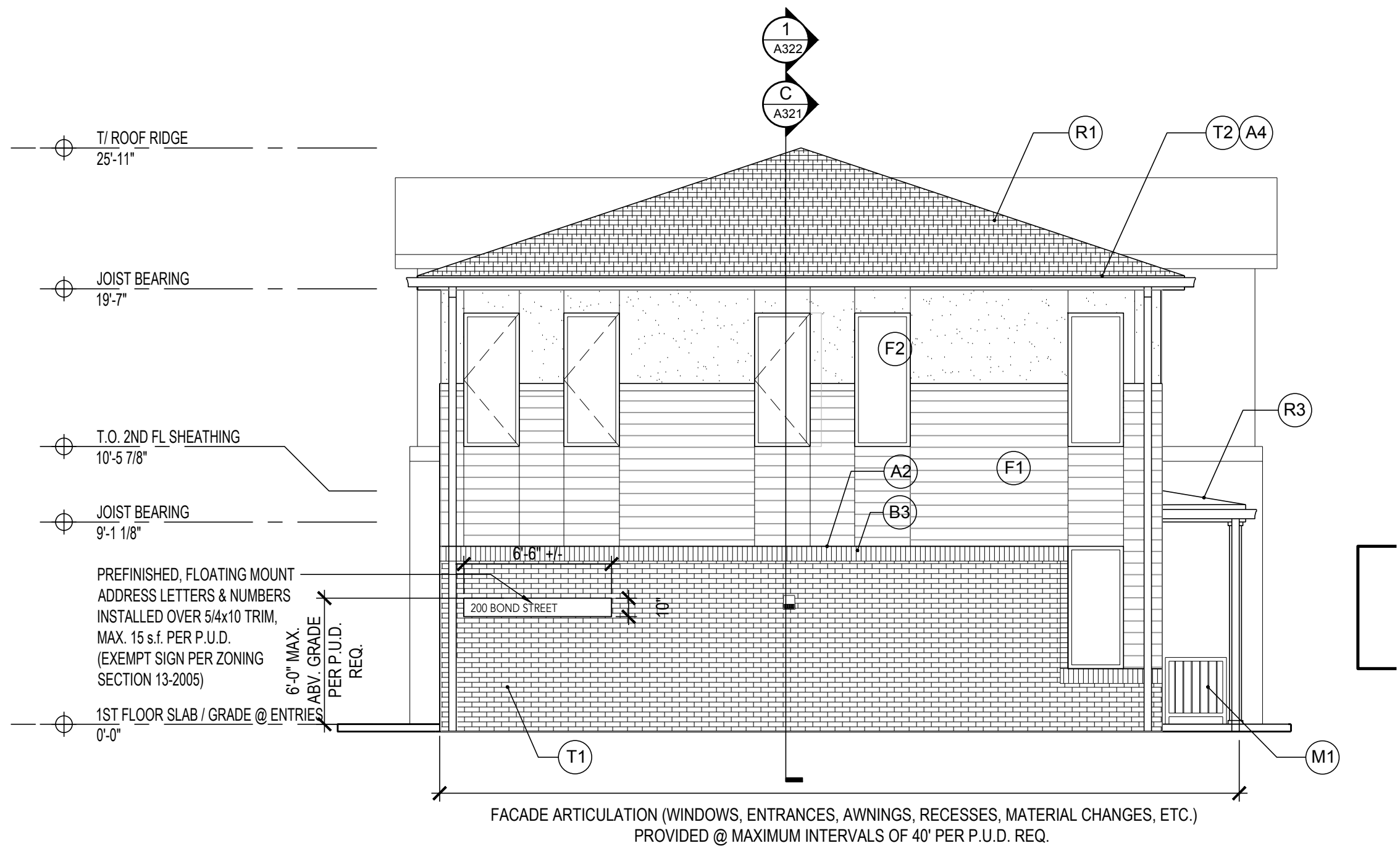
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- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF TERMINATES INTO BRICK WALL. SEE WALL SECTIONS FOR ADDITIONAL INFORMATION.
- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

Stamp



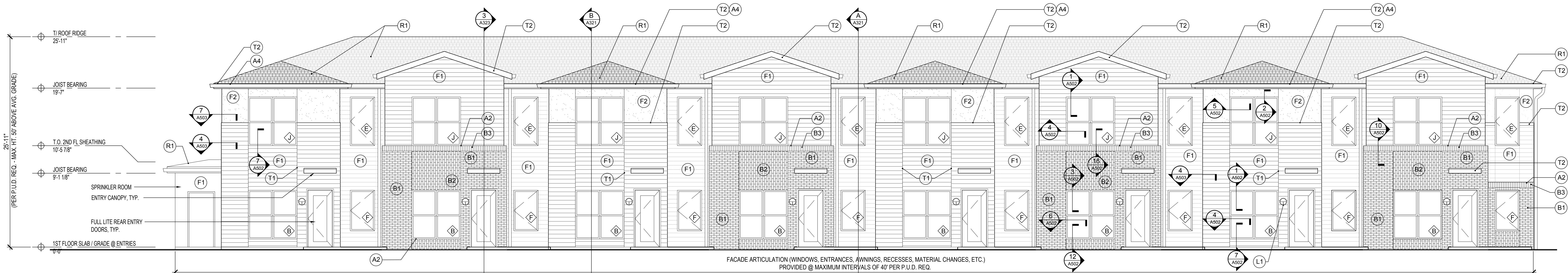
1 - East Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



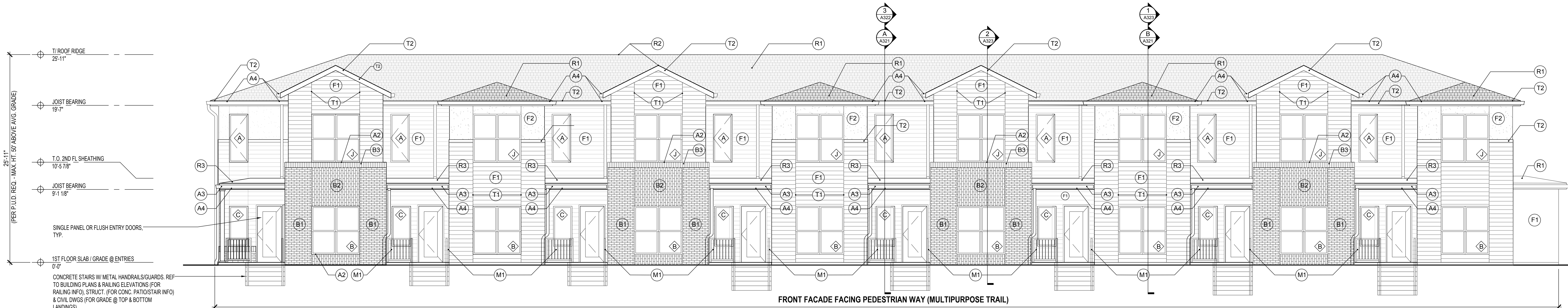
2 - West Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



3 - North Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



4 - South Elevation (Bldg 2)

Scale: 3/16" = 1'-0"

Client

TWG DEVELOPMENT, LLC
333 Pennsylvania St.
Suite 100
Indianapolis, Indiana 46204

Project

BROADWAY LOFTS BUILDING 2
200 Bond Street
Green Bay, Wisconsin 54303

Revisions

Submission

- Progress
- Design Review
- Lot Split
- Planning
- Zoning
- 50% Client Review
- 85% Client Review
- Permit Submission
- Building Permit
- Construction

Current Date 04/05/19

Drawn By HN

Checked By MH

Job Number 18040

Sheet

EXTERIOR ELEVATIONS (BLDG 2)

Discipline & Number

CITY DESIGN APPROVAL NOTES:
1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE FOLLOWING EXCEPTIONS:

-SECTION 2, ITEM J: *ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials*
-SECTION 2, ITEM J: *ARCHITECTURE DESIGN STANDARDS, (c.) Facade Articulation, (2)ii & (2)iii (Res. Glazing %)*
PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.

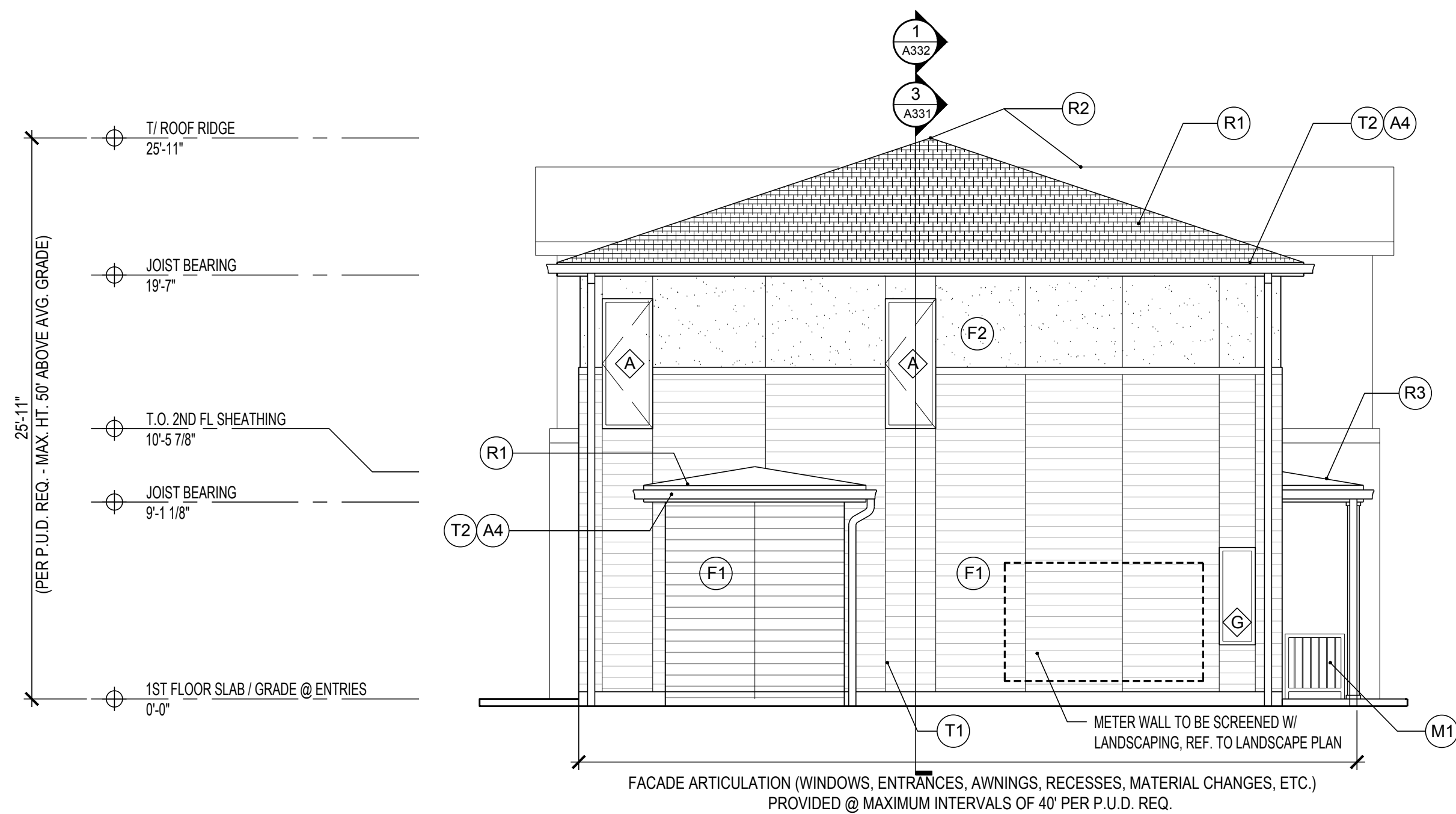
EXTERIOR MATERIAL LEGEND

B1	MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN
B2	MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN
B3	MODULAR BRICK SOLDIER COURSE
F1	FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE BUILDING 1: COLOR TO MATCH A1 COPING BUILDING 2: COLOR TBD BUILDING 3: COLOR TBD GARAGES: COLOR TBD
F2	FIBER CEMENT BOARD PANEL SIDING BUILDING 1: WHITE BUILDING 2: WHITE BUILDING 3: WHITE
T1	PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.
T2	1x FIBER CEMENT BOARD TRIM OR FASCIA
A1	PREFINISHED METAL COPING - KYNAR COLOR TBD
A2	PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1
A3	PREFINISHED METAL FASCIA - BLACK
A4	PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY
A5	PREFINISHED BREAK METAL WRAP - BLACK
M1	PREFINISHED OR PAINTED METAL RAILING
R1	ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY
R2	CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)
R3	PREFIN. STANDING SEAM MTL ROOF - KYNAR COLOR TBD BY ARCH
L1	EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE
V1	EXHAUST VENT, REFER TO MECH. DWS, MATCH ADJ. SIDING

General Notes - Exterior Elevations:

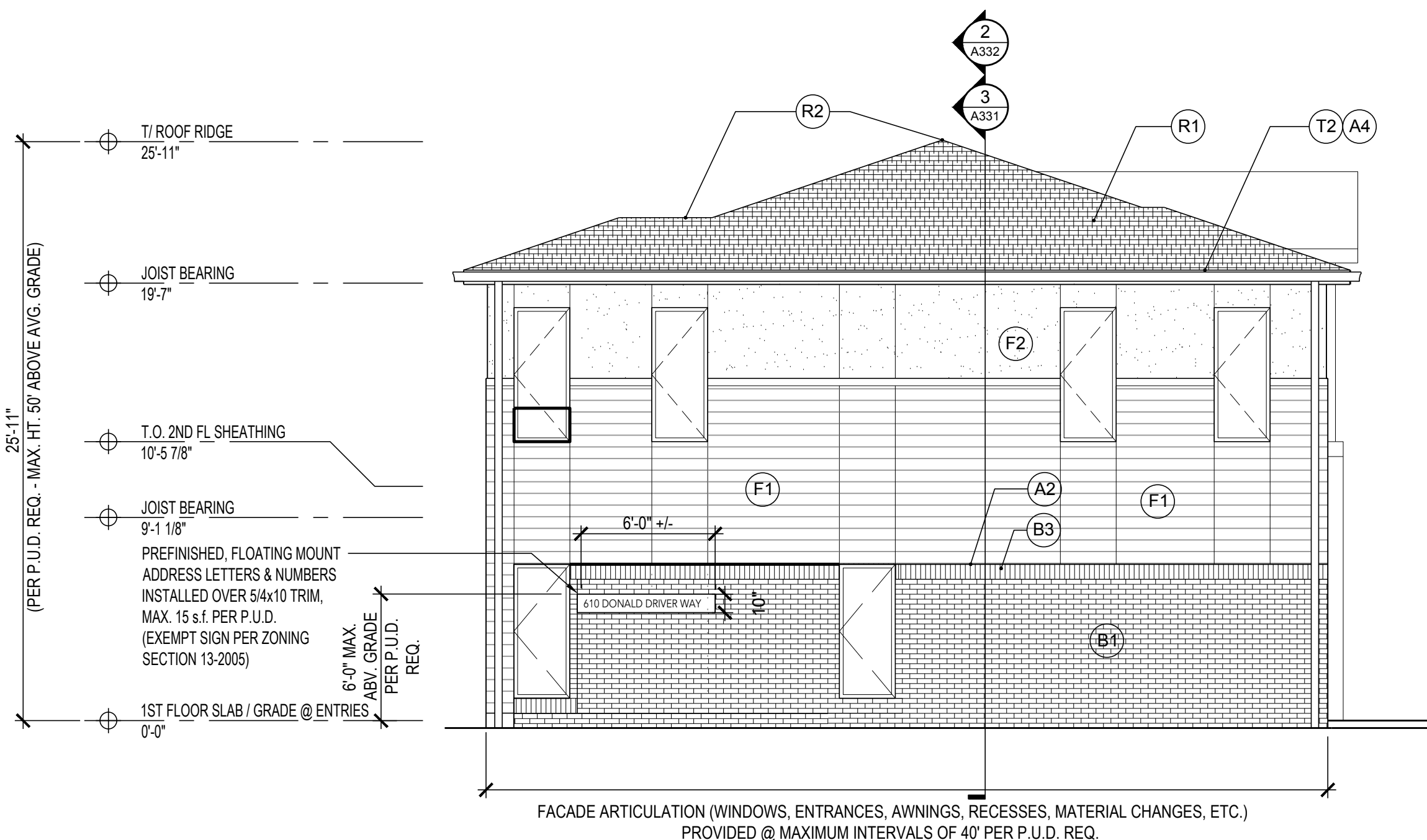
- SIDEWALKS AT BUILDING AND STRUCTURES SHALL BE 1/2" MAX BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE W/ ADA STANDARDS.
- BUILDINGS AND UNITS MUST BE IDENTIFIED USING CLEARLY VISIBLE SIGNAGE AND/OR NUMBERS, WHERE UNIT AND BUILDING IDENTIFICATION SIGNAGE MUST BE WELL LIT FROM DUSK UNTIL DAWN.
- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ADDITIONAL ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
- ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTION & PROJECT SPECIFICATIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF TERMINATES INTO BRICK WALL. SEE WALL SECTIONS FOR ADDITIONAL INFORMATION.
- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

Stamp



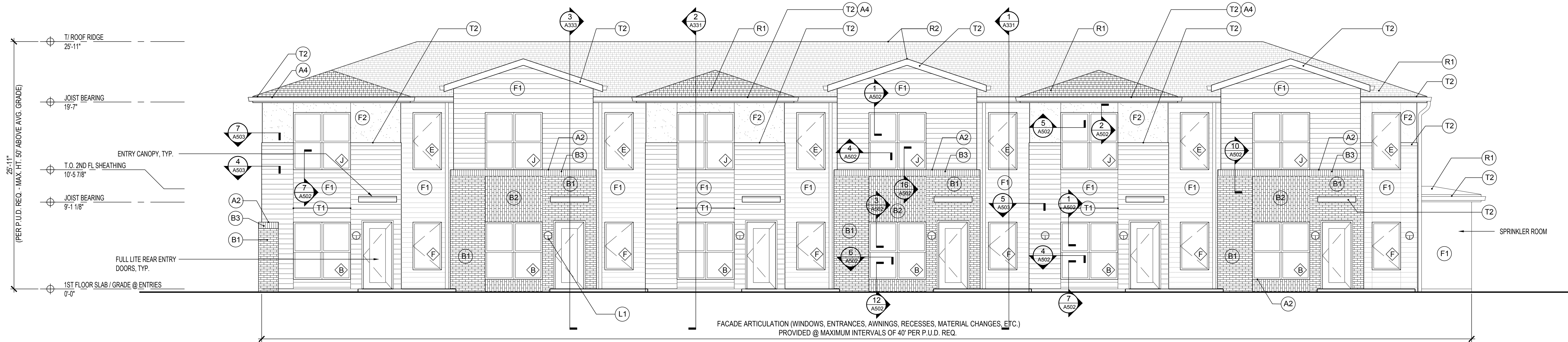
1 - North Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



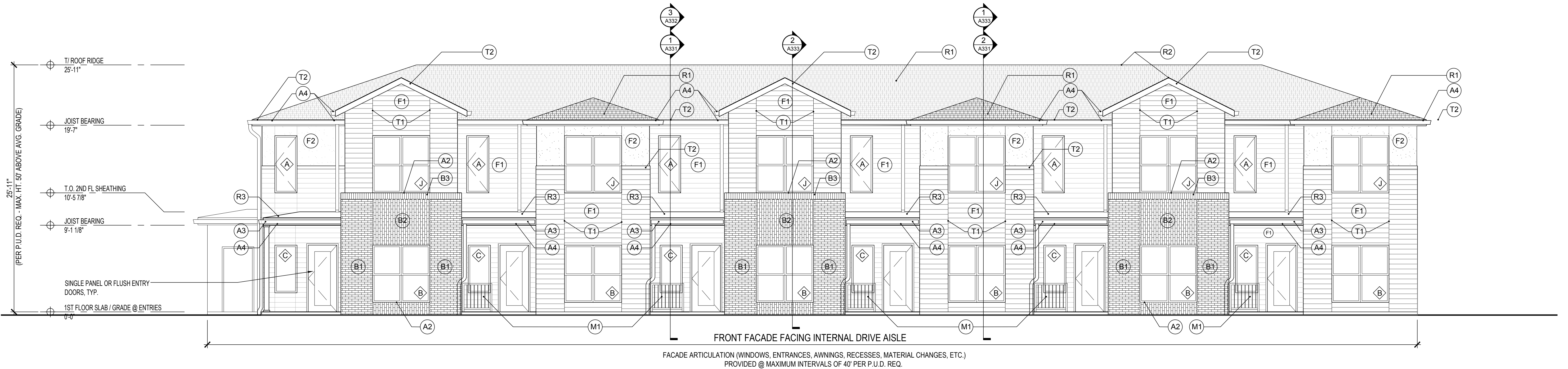
2 - South Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



3 - East Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



4 - West Elevation (Bldg 3)

Scale: 3/16" = 1'-0"

Client

TWG DEVELOPMENT, LLC
333 Pennsylvania St.
Suite 100
Indianapolis, Indiana 46204

Project

BROADWAY LOFTS BUILDING 3
610 Donald Driver Way
Green Bay, Wisconsin 54303

Revisions

Submission

- Progress
- Design Review
- Lot Split
- Planning
- Zoning
- 50% Client Review
- 85% Client Review
- Permit Submission
- Site Plan Approval
- Construction

Current Date 04/05/19
Drawn By HN
Checked By MH
Job Number 18040

Sheet

EXTERIOR ELEVATIONS (BLDG 3)

Discipline & Number

A231



PRO FORMA NET OPERATING INCOME

Broadway Lofts

107 Units / Green Bay, WI

New/Existing	Bedrooms	Bathrooms	Square Feet	Units	Median Income %	Asking	Rent/SF	Gross	Utility Allowance	Net LIHTC Max	Market Rent	Advantage	Rental Income Monthly	Annual
New	1	1.0	705	10	40%	\$ 507	\$ 0.72	\$ 613	\$ 106	\$ 507	\$ 1,020	40%	5,070	60,840
New	1	1.0	705	21	50%	\$ 660	\$ 0.94	\$ 766	\$ 106	\$ 660	\$ 1,020	25%	13,860	166,320
New	1	1.0	841	6	60%	\$ 765	\$ 0.91	\$ 920	\$ 106	\$ 814	\$ 1,020	15%	4,590	55,080
New	2	1.0	850	16	60%	\$ 923	\$ 1.09	\$ 1,104	\$ 123	\$ 981	\$ 1,435	27%	14,768	177,216
New	2	1.0	943	2	60%	\$ 923	\$ 0.98	\$ 1,104	\$ 123	\$ 981	\$ 1,435	27%	1,846	22,152
New	2	1.0	943	2	70%	\$ 1,036	\$ 1.10	\$ 1,288	\$ 123	\$ 1,165	\$ 1,435	19%	2,072	24,864
New	2	1.0	895	23	60%	\$ 923	\$ 1.03	\$ 1,104	\$ 123	\$ 981	\$ 1,435	27%	21,229	254,748
New	2	1.0	858	3	60%	\$ 923	\$ 1.08	\$ 1,104	\$ 123	\$ 981	\$ 1,435	36%	2,769	33,228
New	2	2.0	942	8	70%	\$ 1,036	\$ 1.10	\$ 1,288	\$ 123	\$ 1,165	\$ 1,480	30%	8,288	99,456
New	3	2.0	1,240	2	70%	\$ 1,197	\$ 0.97	\$ 1,488	\$ 143	\$ 1,345	\$ 1,680	29%	2,394	28,728
New	3	2.0	1,423	4	70%	\$ 1,197	\$ 0.84	\$ 1,488	\$ 143	\$ 1,345	\$ 1,680	29%	4,788	57,456
New	3	2.0	1,423	10	80%	\$ 1,388	\$ 0.98	\$ 1,701	\$ 143	\$ 1,558	\$ 1,680	17%	13,880	166,560
				107										
													95,554	1,146,648
													Vacancy 5.00%	(4,778) (57,332)

NET RENTAL INCOME

90,776 1,089,316

OTHER INCOME

	Units	Per Unit Monthly	Annual	Vacancy		Monthly	Annual
Misc. Income	107	25.00	300	5.00%	(15)	2,541	30,495
Garages	20	50.00	600	7.00%	(42)	930	11,160
TIF PayGo	1	7,462	89,540	0.00%	0	7,462	89,540

EFFECTIVE GROSS INCOME

(57) 101,709 1,220,510

OPERATING EXPENSES

Property Management Fee - EGI (4.00%)
Administrative
Utilities
Salaries and Benefits
Repairs and Supplies
Taxes
Insurance

TOTAL OPERATING EXPENSES

Replacement Reserves

NET OPERATING INCOME

HARD DEBT SERVICE

NET CASH FLOW

HARD DEBT SERVICE COVERAGE RATIO

1.27

Per Unit		Total	
Monthly	Annual	Monthly	Annual
38.02	456	4,068	48,820
33.33	400	3,567	42,800
58.33	700	6,242	74,900
91.67	1,100	9,808	117,700
71.67	860	7,668	92,020
133.12	1,597	14,244	170,925
21.25	255	2,274	27,285
447.39	5,369	47,871	574,450

53,838 613,960

40,184 \$482,213

10,979 131,747



SOURCE AND USE OF FUNDS

Broadway Lofts
107 Units / Green Bay, WI

SOURCES OF FUNDS

TAX CREDIT EQUITY

Federal Low Income Tax Credits @ 93.00%
State Low Income Tax Credits @ 72.50%
EQUITY

TOTAL	PER UNIT	
	\$	%
7,861,154	73,469	34.9%
3,325,795	31,082	14.8%
11,186,949	104,551	49.7%

PARTNER EQUITY AND OTHER CONTRIBUTIONS

General Partner Contribution
AT&T

100	1	0.0%
26,750	250	0.1%
26,850	251	0.1%

PARTNER EQUITY AND OTHER CONTRIBUTIONS

HARD PERMANENT FINANCING

CRBT Tax Exempt @ 4.65%

HARD PERMANENT FINANCING

8,750,000	81,776	38.9%
8,750,000	81,776	38.9%

SOFT PERMANENT FINANCING

City of Green Bay HOME Loan @ 0.00%
Green Bay Housing Authority @ 1.50%
Brown County Housing Authority @ 0.00%
SOFT PERMANENT FINANCING

100,000	935	0.4%
530,000	4,953	2.4%
150,000	1,402	0.7%
780,000	7,290	3.5%

DEFERRED DEVELOPMENT FEES - 50.2%

1,772,919	16,569	7.9%
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TOTAL SOURCES OF FUNDS

22,516,718	210,437	100.0%
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USES OF FUNDS

LAND & IMPROVEMENTS

Land

INELIGIBLE COSTS	NEW/REHAB	ELIGIBLE BASIS				TOTAL	PER UNIT	
		ACQUISITION	HISTORIC	STATE			\$	%
650,000	-	-	-	-	650,000	6,075	2.9%	
650,000	-	-	-	-	650,000	6,075	2.9%	

HARD COSTS

GC Contract w. GC Fees at 5/2/5-Net
Hard Cost Contingency - 5.1%
Builder's Risk

325,175	13,629,741	-	-	13,629,741	13,954,916	130,420	62.0%	
-	697,746	-	-	697,746	6,521	3.1%		
-	57,500	-	-	57,500	537	0.3%		

HARD COSTS

325,175	14,384,987	-	-	14,384,987	14,710,162	137,478	65.3%	
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SOFT COSTS

Architectural - Design
Architectural - Supervision
Civil Engineering
Building Permits
Tap Fees
Environmental
Survey
Market Study
Appraisal
Legal Fees
Accounting/Cost Cert
Furniture and Equipment
Lease Up and Marketing
Soft Cost Contingency
Consulting Fee
Soil Borings
Green Building Consultant
Wisconsin Public Service Infrastructure
Emerging Business Consultant

-	340,000	-	-	340,000	340,000	3,178	1.5%	
-	40,000	-	-	40,000	40,000	374	0.2%	
-	20,650	-	-	20,650	20,650	193	0.1%	
-	40,000	-	-	40,000	40,000	374	0.2%	
-	30,000	-	-	30,000	30,000	280	0.1%	
-	35,000	-	-	35,000	35,000	327	0.2%	
-	7,500	-	-	7,500	7,500	70	0.0%	
-	6,000	-	-	6,000	6,000	56	0.0%	
-	6,000	-	-	6,000	6,000	56	0.0%	
-	100,000	-	-	100,000	100,000	935	0.4%	
-	28,750	-	-	28,750	28,750	269	0.1%	
-	75,000	-	-	75,000	75,000	701	0.3%	
75,000	-	-	-	-	75,000	701	0.3%	
-	50,000	-	-	50,000	50,000	467	0.2%	
-	56,250	-	-	56,250	56,250	526	0.2%	
-	10,000	-	-	10,000	10,000	93	0.0%	
-	43,490	-	-	43,490	43,490	406	0.2%	
-	20,000	-	-	20,000	20,000	187	0.1%	
-	30,100	-	-	30,100	30,100	281	0.1%	

SOFT COSTS

75,000	938,740	-	-	938,740	1,013,740	9,474	4.5%	
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INTERIM COSTS

Construction Loan Origination Fee
Insurance
Taxes
Title and Recording
Lender Inspections
Predevelopment Loan Origination
Predevelopment Loan Interest
WHEDA Bond Issuance Fee
Bond Counsel Fee

-	150,000	-	-	150,000	150,000	1,402	0.7%	
-	28,000	-	-	28,000	28,000	262	0.1%	
-	25,000	-	-	25,000	25,000	234	0.1%	
-	25,000	-	-	25,000	25,000	234	0.1%	
-	16,000	-	-	16,000	16,000	150	0.1%	
-	6,500	-	-	6,500	6,500	61	0.0%	
-	10,000	-	-	10,000	10,000	93	0.0%	
-	165,000	-	-	165,000	165,000	1,542	0.7%	
-	65,000	-	-	65,000	65,000	607	0.3%	

INTERIM COSTS

-	490,500	-	-	490,500	490,500	4,584	2.2%	
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INTERIM INTEREST

Eligible

Ineligible

	665,000	-	-	665,000	665,000	6,215	3.0%	
465,000	-	-	-	-	465,000	4,346	2.1%	

TOTAL INTERIM INTEREST

465,000	665,000	-	-	665,000	1,130,000	10,561	5.0%	
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PERMANENT FINANCING COSTS

Permanent Loan Origination Fee
TIF Reserve

65,625	-	-	-	-	65,625	613	0.3%	
180,000	-	-	-	-	180,000	1,682	0.8%	

TOTAL PERM FINANCING COSTS

245,625	-	-	-	-	245,625	2,296	1.1%	
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TAX CREDIT COSTS

Application Fee
Reservation Fee (5% of TCs & 2.5% of STC)
Tier One Letter Fee (5% of TCs & 2.5% of STC)
8609 Issuance & Initial Compliance Fee
Syndication Fees

2,500	-	-	-	-	2,500	23	0.0%	
57,369	-	-	-	-	57,369	536	0.3%	
57,369	-	-	-	-	57,369	536	0.3%	
5,500	-	-	-	-	5,500	51	0.0%	
80,000	-	-	-	-	80,000	748	0.4%	

TOTAL TAX CREDIT COST

202,738	-	-	-	-	202,738	1,895	0.9%	
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RESERVES

Operating Reserve

544,400	-	-	-	-	544,400	5,088	2.4%	
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TOTAL RESERVES

544,400	-	-	-	-	544,400	5,088	2.4%	
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DEVELOPER COSTS

Developer Fee

-	3,529,553	-	-	3,529,553	3,529,553	32,986	15.7%	
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TOTAL DEVELOPER COSTS

-	3,529,553	-	-	3,529,553	3,529,553	32,986	15.7%	
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TOTAL USES OF FUNDS

2,507,938	20,008,780	-	-	20,008,780	22,516,718	210,437	100.0%	
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Total Qualified
Expenditures



NET OPERATING INCOME

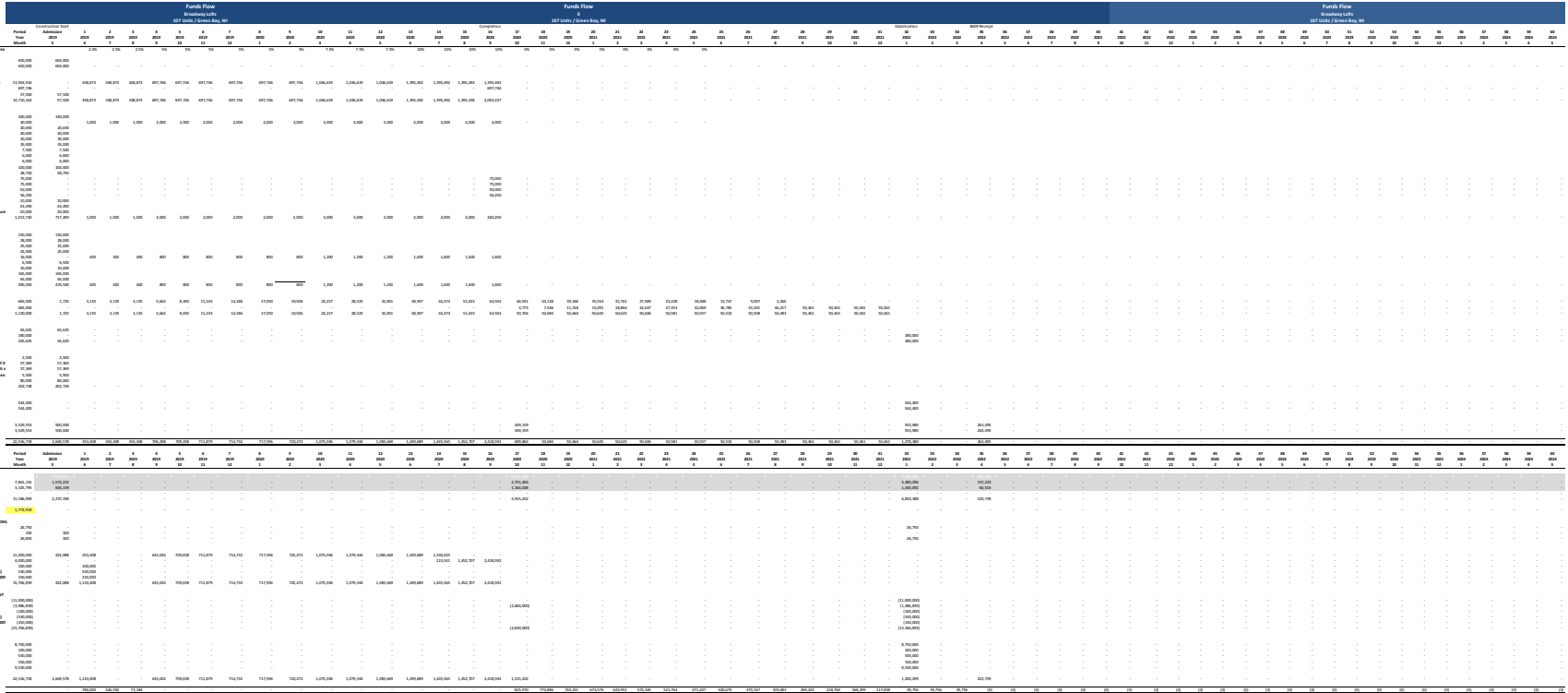
Broadway Lofts

107 Units / Green Bay, WI

	Leased Period Year	0.0% 1 2019	3.7% 2 2020	73.1% 3 2021	100.0% 4 2022	100.0% 5 2023	100.0% 6 2024	100.0% 7 2025	100.0% 8 2026	100.0% 9 2027	100.0% 10 2028	100.0% 11 2029	100.0% 12 2030	100.0% 13 2031	100.0% 14 2032	100.0% 15 2033	100.0% 16 2034	100.0% 17 2035	100.0% 18 2036	100.0% 19 2037	100.0% 20 2038
Escalator																					
GROSS RENTAL INCOME	2.00%	-	42,865	837,660	1,146,648	1,169,581	1,192,973	1,216,832	1,241,169	1,265,992	1,291,312	1,317,138	1,343,481	1,370,351	1,397,758	1,425,713	1,454,227	1,483,311	1,512,978	1,543,237	1,574,102
Less Vacancy	5.00%	-	(2,143)	(41,883)	(57,332)	(58,479)	(59,649)	(60,842)	(62,058)	(63,300)	(64,566)	(65,857)	(67,174)	(68,518)	(69,888)	(71,286)	(72,711)	(74,166)	(75,649)	(77,162)	(78,705)
Net Rental Income		-	40,722	795,777	1,089,316	1,111,102	1,133,324	1,155,990	1,179,110	1,202,692	1,226,746	1,251,281	1,276,307	1,301,833	1,327,870	1,354,427	1,381,516	1,409,146	1,437,329	1,466,075	1,495,397
OTHER INCOME																					
Misc. Income	2.00%	-	1,200	23,450	32,100	32,742	33,397	34,065	34,746	35,441	36,150	36,873	37,610	38,362	39,130	39,912	40,711	41,525	42,355	43,202	44,066
Less Vacancy	5.00%	-	(60)	(1,173)	(1,605)	(1,637)	(1,670)	(1,703)	(1,737)	(1,772)	(1,807)	(1,844)	(1,881)	(1,918)	(1,956)	(1,996)	(2,036)	(2,076)	(2,118)	(2,160)	(2,203)
Garages	2.00%	-	449	8,766	12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	14,920	15,219	15,523	15,834	16,150	16,473
Less Vacancy	7.00%	-	(31)	(614)	(840)	(857)	(874)	(891)	(909)	(927)	(946)	(965)	(984)	(1,004)	(1,024)	(1,044)	(1,065)	(1,087)	(1,108)	(1,131)	(1,153)
TIF PayGo	0.00%	-	-	-	-	-	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	89,540	-	-
TIF Reserve	0.00%	-	-	-	89,540	89,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Other Income		-	1,557	30,430	131,195	132,028	132,877	133,744	134,628	135,530	136,450	137,388	138,345	139,321	140,317	141,332	142,368	143,425	144,502	56,062	57,183
Effective Gross Income		-	42,279	826,207	1,220,510	1,243,130	1,266,201	1,289,735	1,313,739	1,338,223	1,363,196	1,388,669	1,414,652	1,441,154	1,468,186	1,495,759	1,523,884	1,552,571	1,581,831	1,522,138	1,552,580
OPERATING EXPENSES																					
Property Management Fees	4.00%	-	1,691	33,048	48,820	49,725	50,648	51,589	52,550	53,529	54,528	55,547	56,586	57,646	58,727	59,830	60,955	62,103	63,273	60,886	62,103
Administrative	3.00%	-	17,833	42,800	42,800	44,084	45,407	46,769	48,172	49,617	51,105	52,639	54,218	55,844	57,520	59,245	61,023	62,853	64,739	66,681	68,681
Utilities	3.00%	-	31,208	74,900	74,900	77,147	79,461	81,845	84,301	86,830	89,435	92,118	94,881	97,728	100,659	103,679	106,789	109,993	113,293	116,692	120,193
Salaries and Benefits	3.00%	-	49,042	85,983	117,700	121,231	124,868	128,614	132,472	136,447	140,540	144,756	149,099	153,572	158,179	162,924	167,812	172,846	178,032	183,373	188,874
Repairs and Supplies	3.00%	-	38,342	92,020	92,020	94,781	97,624	100,553	103,569	106,676	109,877	113,173	116,568	120,065	123,667	127,377	131,199	135,134	139,189	143,364	147,665
Taxes	3.00%	-	6,390	124,866	170,925	176,053	181,334	186,774	192,378	198,149	204,093	210,216	216,523	223,018	229,709	236,600	243,698	251,009	258,539	266,296	274,284
Insurance	3.00%	-	1,020	19,933	27,285	28,104	28,947	29,815	30,710	31,631	32,580	33,557	34,564	35,601	36,669	37,769	38,902	40,069	41,271	42,509	43,784
Total Operating Expenses		-	145,526	473,550	574,450	591,124	608,289	625,959	644,151	662,878	682,158	702,005	722,438	743,474	765,130	787,425	810,378	834,008	858,336	879,800	905,585
NET OPERATING INCOME - NO RESERVES		-	(103,247)	352,658	646,060	652,006	657,912	663,775	669,588	675,344	681,039	686,664	692,213	697,680	703,056	708,334	713,506	718,562	723,495	642,338	646,995
REPLACEMENT RESERVES - \$300	3.00%	-	-	(8,025)	(33,063)	(34,055)	(35,077)	(36,129)	(37,213)	(38,329)	(39,479)	(40,663)	(41,883)	(43,140)	(44,434)	(45,767)	(47,140)	(48,554)	(50,011)	(51,511)	(53,056)
NET OPERATING INCOME - RESERVES		-	(103,247)	344,633	612,997	617,951	622,836	627,646	632,375	637,015	641,560	646,001	650,330	654,540	658,622	662,567	666,366	670,008	673,485	590,827	593,939



CASH FLOW																				
Broadway Lofts																				
107 Units / Green Bay, WI																				
Leased Period Year	0.0% 1 2019	3.7% 2 2020	73.1% 3 2021	100.0% 4 2022	100.0% 5 2023	100.0% 6 2024	100.0% 7 2025	100.0% 8 2026	100.0% 9 2027	100.0% 10 2028	100.0% 11 2029	100.0% 12 2030	100.0% 13 2031	100.0% 14 2032	100.0% 15 2033	100.0% 16 2034	100.0% 17 2035	100.0% 18 2036	100.0% 19 2037	100.0% 20 2038
CASH FLOW																				
Net Operating Income	-	(103,247)	352,658	646,060	652,006	657,912	663,775	669,588	675,344	681,039	686,664	692,213	697,680	703,056	708,334	713,506	718,562	723,495	642,338	646,995
HARD DEBT SERVICE																				
CRBT Tax Exempt	-	-	-	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(6,992,685)
TOTAL HARD DEBT SERVICE	-	-	-	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(482,213)	(6,992,685)
Replacement Reserves	-	-	(8,025)	(33,063)	(34,055)	(35,077)	(36,129)	(37,213)	(38,329)	(39,479)	(40,663)	(41,883)	(43,140)	(44,434)	(45,767)	(47,140)	(48,554)	(50,011)	(51,511)	(53,056)
AFTER DEBT SERVICE AND RESERVES	-	(103,247)	344,633	130,784	135,738	140,623	145,434	150,162	154,803	159,347	163,788	168,118	172,328	176,410	180,355	184,153	187,796	191,272	108,614	(6,398,746)
Asset Management Fee	11,000	-	-	(11,000)	(11,330)	(11,670)	(12,020)	(12,381)	(12,752)	(13,135)	(13,529)	(13,934)	(14,353)	(14,783)	(15,227)	(15,683)	(16,154)	(16,638)	(17,138)	(18,181)
DISTRIBUTABLE CASH FLOW	-	(103,247)	333,633	119,454	124,068	128,603	133,053	137,410	141,668	145,818	149,854	153,765	157,545	161,183	164,671	167,999	171,157	174,134	90,962	(6,416,928)
Deferred Development Fee Payments	1,772,919	-	-	(119,454)	(124,068)	(128,603)	(133,053)	(137,410)	(141,668)	(145,818)	(149,854)	(153,765)	(157,545)	(161,183)	(164,671)	(55,826)	-	-	-	-
AFTER DEFERRED DEVELOPMENT FEES	-	(103,247)	333,633	-	-	-	-	-	-	-	-	-	-	-	-	-	112,174	171,157	174,134	90,962
TOTAL SOFT DEBT SERVICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AVAILABLE FOR DISTRIBUTIONS	-	(103,247)	333,633	-	-	-	-	-	-	-	-	-	-	-	-	-	112,174	171,157	174,134	90,962
GENERAL PARTNER DISTRIBUTION	90.00%	-	(92,922)	300,269	-	-	-	-	-	-	-	-	-	-	-	-	100,956	154,041	156,721	81,866
LIMITED PARTNER DISTRIBUTION	10.00%	-	(10,325)	33,363	-	-	-	-	-	-	-	-	-	-	-	-	11,217	17,116	17,413	9,096
DEBT SERVICE COVERAGE RATIO	-	-	-	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.37	1.38	1.39	1.40	1.23	0.08





TAX CREDIT AND EQUITY CALCULATION

Broadway Lofts

107 Units / Green Bay, WI

	NEW / REHAB LOW INCOME	STATE LOW INCOME
Eligible Development Costs	20,008,780	20,008,780
Less:		
Energy/Historic Credits	-	-
Personal Property	-	-
Site Work	-	-
Eligible Basis	20,008,780	20,008,780
Basis Boost	130%	130%
Total Eligible Basis	26,011,414	26,011,414
Applicable Fraction (107/107)	100.0%	100.0%
Qualified Basis	26,011,414	26,011,414
Applicable %	3.25%	3.25%
Calculated Annual Tax Credits	845,370	845,370
Annual Tax Credit Reservation	845,370	764,627
Limit to Reservation - No	845,370	764,627
Number of Years Available	10	6
Total Tax Credits	8,453,700	4,587,762
Investor / Special Member %	99.990%	99.990%
Fund Tax Credit Allocation	8,452,855	4,587,303
Tax Credit Price	93.000%	72.500%
Tax Credit Equity	7,861,155	3,325,795
QUALIFIED BASIS CUSHION	\$00 (0.0%)	



LEASE UP AND TAX CREDIT DELIVERY SCHEDULE

Broadway Lofts
107 Units / Green Bay, WI

KEY DATES

Closing	May 1, 2019
Completion	September 1, 2020
Qualified Occupancy	October 1, 2021
Stabilization	January 1, 2022
8609 Receipt	April 1, 2022

CAPITAL CONTRIBUTIONS & DEVELOPMENT FEES PAYOUT

Capital Contribution Pay-In Schedule					Cash Development Fee	
Installment	Date	Condition	%	Amount	Cumulative	Amount %
First	May 1, 2019	Admission	20.0%	\$2,237,390	20.0%	\$ 500,000 28.5%
Second	October 1, 2020	Completion	35.0%	3,915,432	55.0%	439,159 25.0%
Third	January 1, 2022	Stabilization	43.0%	4,810,388	98.0%	553,980 31.5%
Fourth	April 1, 2022	8609 Receipt	2.0%	223,739	100.0%	263,495 15.0%
Totals			100.0%	\$11,186,949	100.0%	\$ 1,756,634 100.0%

LEASE UP & CREDIT DELIVERY

PHYSICAL LEASE UP - 107 UNITS						
MONTH	2020		2021		2022	
January	0	0.0%	8	29.9%	0	100.0%
February	0	0.0%	8	37.4%	0	100.0%
March	0	0.0%	8	44.9%	0	100.0%
April	0	0.0%	10	54.2%	0	100.0%
May	0	0.0%	10	63.6%	0	100.0%
June	0	0.0%	10	72.9%	0	100.0%
July	0	0.0%	10	82.2%	0	100.0%
August	0	0.0%	10	91.6%	0	100.0%
September	0	0.0%	9	100.0%	0	100.0%
October	8	7.5%	0	100.0%	0	100.0%
November	8	15.0%	0	100.0%	0	100.0%
December	8	22.4%	0	100.0%	0	100.0%
Totals	24	22.4%	107	100.0%	107	100.0%

TAX CREDIT LEASE UP - 107 UNITS						
MONTH	2021		2022		2023	
January	32	29.9%	0	100.0%	0	100.0%
February	8	37.4%	0	100.0%	0	100.0%
March	8	44.9%	0	100.0%	0	100.0%
April	10	54.2%	0	100.0%	0	100.0%
May	10	63.6%	0	100.0%	0	100.0%
August	10	91.6%	0	100.0%	0	100.0%
September	9	100.0%	0	100.0%	0	100.0%
October	0	100.0%	0	100.0%	0	100.0%
November	0	100.0%	0	100.0%	0	100.0%
December	0	100.0%	0	100.0%	0	100.0%
Totals	107	100.0%	107	100.0%	107	100.0%

Tax Credit Pricing	
Low Income	
Federal	State
93.00%	72.50%

TAX CREDITS @ 99.99%		
YEAR	Low Income	
	Federal	State
2019	-	
2020	-	
2021	617,506	
2022	845,285	
2023	845,285	
2024	845,285	
2025	845,285	
2026	845,285	
2027	845,285	
2028	845,285	
2029	845,285	
2030	845,285	
2033	-	
Totals	8,452,855	



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-01
BROADWAY LOFTS @ THE RAIL YARD

This Development Agreement is made this 16 day of JANUARY, 2019,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1756	420 N. Broadway	14.553	\$509,800.00

- B. The Developer intends to acquire approximately four (4) acres of the northernmost portion of this parcel, which shall be referred to as the "Property." The Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds. A proposed CSM of the Property is herein attached as EXHIBIT A; a proposed legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a new four (4)-story residential structure (Building "A") with ninety-three (93) one (1), two (2), and three (3)-bedroom rental units; construction of two (2) two (2)-story residential townhome structures (Buildings "B" and "C") with seven (7) three (3)-bedroom rental units each; and construction of surface parking and storage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six hundred and fifty thousand dollars (\$650,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$14,813.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$14,813.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$5,863.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be seven million, five hundred thousand dollars (\$7,500,000.00), which is anticipated to yield approximately:

1. \$170,925.00 in total real estate taxes annually (assessed mill rate of \$22.79);
2. \$170,925.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$67,650.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be six hundred and fifty thousand dollars (\$650,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.

- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

I. Development Agreement 17-02 (RailYard: North).

- a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
- b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of seven hundred and fifty thousand dollars (\$750,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
- c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than seven million, five hundred thousand dollars (\$7,500,000.00) within eighteen (18) months of the Future Project Grant award.
- d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to the Developer.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to the Developer. The City shall then make the remainder of the TIF Increment available to the Developer.
 - e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2020, the TIF Increment would be determined as of January 1, 2021 and the PAYGo reimbursement would first be payable in 2022.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:
- a) Public Improvements, as defined in Section II. M., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed fifty percent (50%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of one million dollars (\$1,000,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV.A.2 below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

- A. Concept Plan. Prior to June 1, 2019, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
1. The location of all proposed Private Improvements.
 2. The location of all future public streets, which shall include, at minimum:
 - a) An extension of Bond Street east into the Property; and
 - b) An extension of Donald Driver Way into the Property, which shall also intersect with the new extension of Bond Street.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public

Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the "DDL Agreement"), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

- B. Construction Documents. Prior to June 1, 2019, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to June 1, 2019, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than twelve million dollars (\$12,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than June 1, 2019, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than June 1, 2019, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than June 1, 2019, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other

permits or licenses required to commence construction, which shall be no later than September 1, 2019. Construction shall be completed no later than April 31, 2021. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict

compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
5. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all

portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete

and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

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

- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

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

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

- I. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property)

be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: TWG Development, LLC
 Attention: Jonathan Ehlke, Development Director
 Copy to: Dustin Detzler, Counsel
 333 N Pennsylvania St. Suite 100
 Indianapolis, IN 46204

To DDL Holdings, LLC: DDL Holdings, LLC
 Attention: Paul B. Belschner
 340 N. Broadway, Suite 460
 Green Bay, WI 54303

Attention: Brent M. Weycker

340 N. Broadway, Suite 460
Green Bay, WI 54303

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

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

[Signature pages follow]

Signature page 1 of 5

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

DEVELOPER:
TWG Development, LLC

By: _____

Tony Knoble, Principal
Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)



Personally came before me this 12 day of MARCH 2019, the above named Louis A. Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jonathan Capehlke

*
Notary Public, Hamilton County, Indiana
My Commission Expires Nov 4 2023

Signature page 2 of 5

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

THE CITY OF GREEN BAY

By: [Signature]
James J. Schmitt, Mayor

By: [Signature]
Kris A. Teske, Clerk
KIM WAYTE, DEPUTY CLERK

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

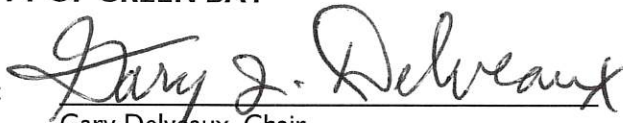
Personally came before me this 21 day of February 2019, the above named James J. Schmitt and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 [Signature]
KEVIN R. KING
Notary Public, Brown County, Wisconsin
My Commission Expires May 24, 2020

Signature page 3 of 5

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

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

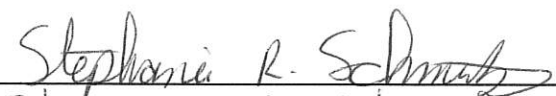
By: 
Gary Delveaux, Chair

Attest: 
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 26th day of February 2019, the above named Gary Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

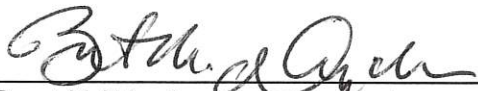

* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3/1/2023

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

Signature page 4 of 5

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

DDL HOLDINGS, LLC

By: 
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 4th day of March 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephanie R. Schmutzer
* 
Notary Public, Brown County, Wisconsin
My Commission Expires 3/1/23

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

Signature page 5 of 5

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

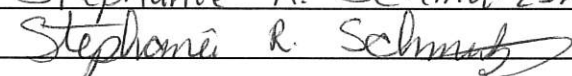
DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 4th day of March 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephanie R. Schmutzer
* 
Notary Public, Brown County, Wisconsin
My Commission Expires 3/1/23

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map

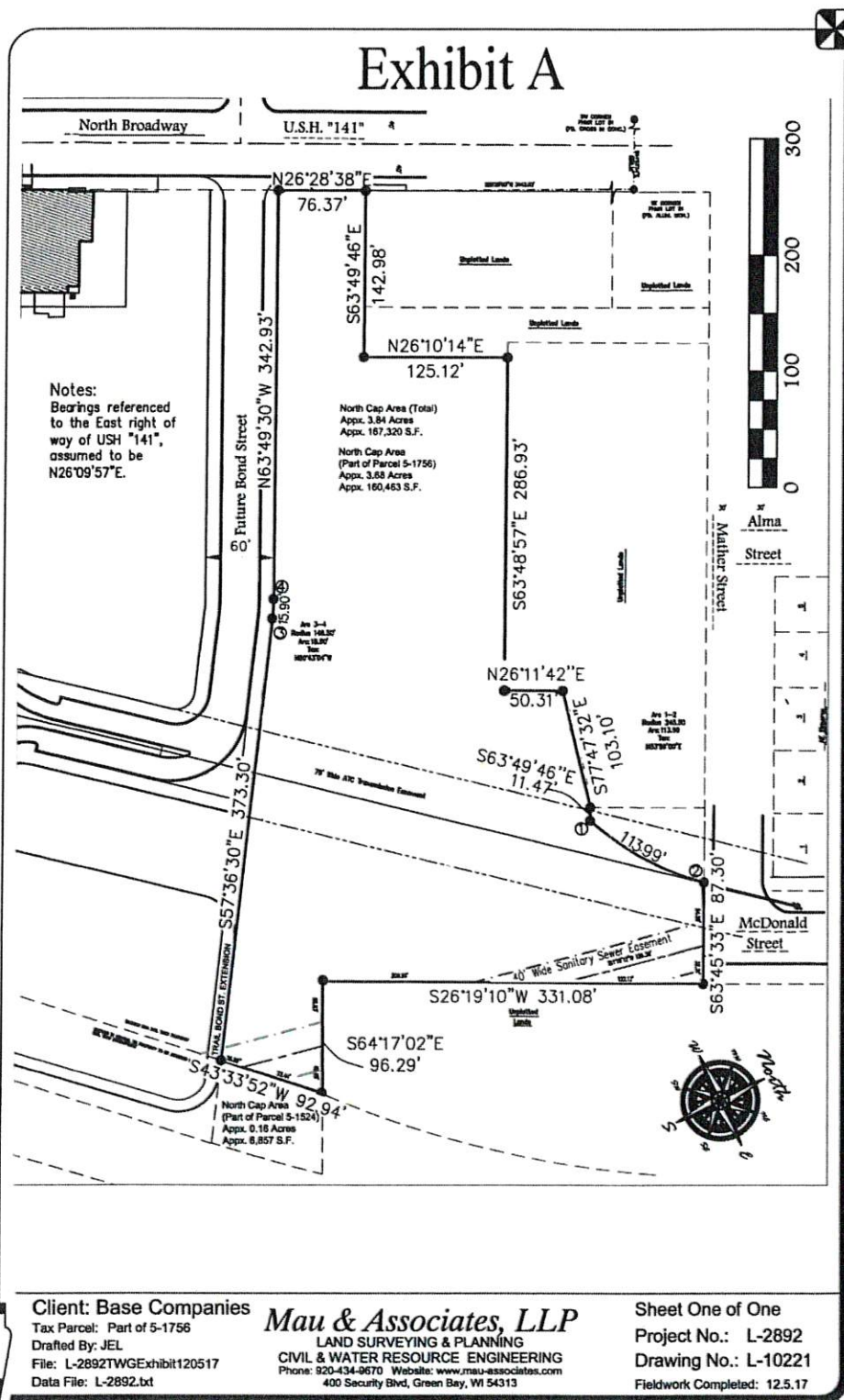


EXHIBIT B
Legal Description

TWG Future Lot 6 "The Rail Yard" Legal Description

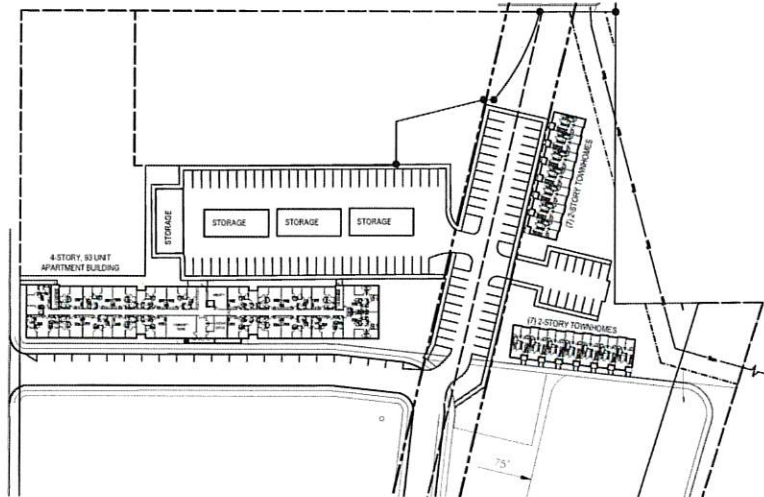
Part of the Fort Howard Military Reserve, now known as the Railroad Grant and part of Lot 17 of the recorded Plat "Larsen Green", (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) being located in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Lot 51, Fort Howard Military Reserve; thence S64°03'54"E, 1,816.51 feet along the South line of said Lot 51 to the Southeast corner of said Lot 51; thence S25°33'03"W, 3443.63 feet to the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) and the point of beginning; thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along the Westerly line of said Lot 17 being the arc of a 245.00 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 0.49 feet; thence N57°36'30"W, 282.14 feet; thence S39°25'52"W, 19.84 feet; thence 6.51 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears N35°57'07"W, 6.43 feet; thence N50°29'40"W, 139.94 feet; thence 30.08 feet along the arc of a 130.00 foot radius curve to the left whose long chord bears N57°07'20"W, 30.01 feet; thence N63°45'00"W, 349.92 feet; thence 21.58 feet along the arc of a 13.75 foot radius curve to the right whose long chord bears N18°47'32"W, 19.43 feet; thence N26°09'57"E, 62.81 feet along the West line of said Lot 17 and the East right of way of "North Broadway", also known as U.S.H. "141" to the point of beginning.

Parcel contains 168,732 square feet / 3.87 acres more or less.

Parcel subject to easements and restrictions of record.

EXHIBIT C Preliminary Concept Plan

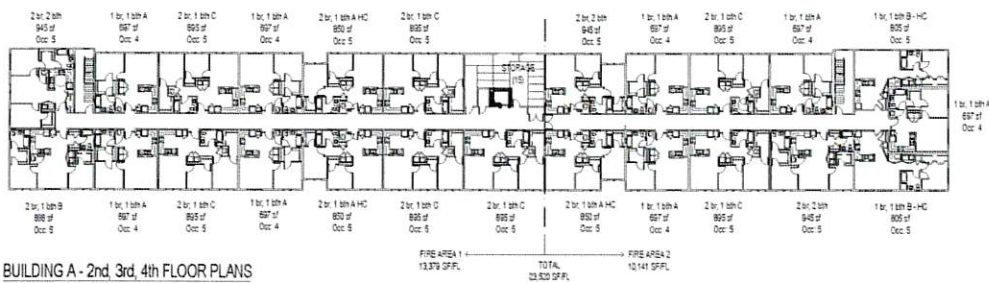


SITE PLAN
Scale 1"=80'-0" *North

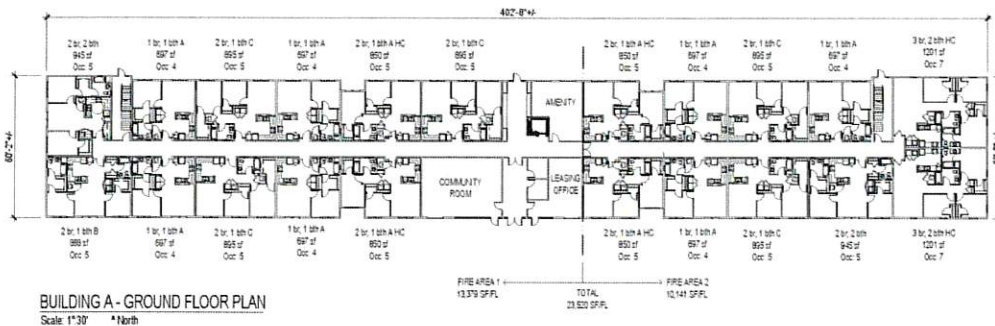
BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



BUILDING A - 2nd, 3rd, 4th FLOOR PLANS
Scale 1"=30' *North



BUILDING A - GROUND FLOOR PLAN
Scale 1"=30' *North

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018





VIEW FROM BROADWAY

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI
11.15.2018



EAST ELEVATION
Scale: 1/32"=1'-0"



NORTH ELEVATION
Scale: 1/32"=1'-0"



WEST ELEVATION
Scale: 1/32"=1'-0"



SOUTH ELEVATION
Scale: 1/32"=1'-0"

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI
EXTERIOR ELEVATIONS 11.12.2018



EXHIBIT D
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.3.

Update with possible action on purchase of 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

To be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.4.

Consideration with possible action on a HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 429 S. Roosevelt Street (Tax Parcel 14-1301).

BACKGROUND

Greater Green Bay Habitat for Humanity has submitted a request to the Redevelopment Authority for the donation of 429 S. Roosevelt Street (Tax Parcel 14-1301), and a HOME GAP request of \$56,990.00 to construct a two-story, four-bedroom, two-and-a-half-bath home.

Greater Green Bay Habitat only builds single story homes due to funding and volunteer labor used. The current neighborhood on S. Roosevelt Street consists of two-story homes so a new build on this property would need to be two-story to fit into the neighborhood. To construct this build Greater Green Bay Habitat has submitted a HOME GAP funding request.

The proposed project budget is:
Total Project Cost \$211,990.00
Estimated Sale Price \$155,000.00
GAP Funding \$56,990.00

RECOMMENDATION

Approve HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 429 S. Roosevelt Street (Tax Parcel 14-1301).

FISCAL IMPACT

ATTACHMENTS

1. 429 Roosevelt City Proposal
2. Copy of 429 Roosevelt Street Budget (2)

Request for HOME Funds Proposal

429 Roosevelt Street, Green Bay, WI 54301

04/23/19-updated

Submitted to:

Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:

Greater Green Bay Habitat for Humanity
811 Packerland Drive (lower)
Green Bay, WI 54303

Request for Proposal Outline:**1. Developer Name:**

Greater Green Bay Habitat for Humanity
811 Packerland Drive (lower level)
Green Bay, WI 54303

Primary Points of Contact:

Michelle Heeler
Family Services Director
920-593-5782

Matt Sahs
Construction Project Manager
920-593-3921

2. Investment: Describe the Project

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a Two Story home at 429 Roosevelt Street. The current neighborhood consists of two story homes. Habitat only builds single story homes due to funding and volunteer labor used. Habitat is requesting Gap funds to cover the additional expenses to build a two story home. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to repay a mortgage, and willingness to partner. The proposed home will be 4 bedrooms and 2.5 bathrooms. The estimated sale price of \$155,000 and the homeowners would take out a 0% interest loan financed through Greater Green Bay Habitat for Humanity. Without the Gap funds Habitat would not be able to build a two story home and sell the home at an affordable cost to the homebuyer.

3. Scope of New Construction:

The proposed house is a two story home with a detached garage. The house will have four bedrooms, three bedrooms on the 2nd floor and one bedroom in the lower level; Two and a half bathrooms, one full bathroom on the 2nd level, ½ bath

on the main level and a full bath on the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and shake siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. Additional windows added to the plan per the Redevelopment Authority request. The exterior doors will be white vinyl.

**see attached basic house description*

4. Funding Request: \$56,990.00

Greater Green Bay Habitat for Humanity is requesting funds for the Two Story sub-contractor work: Roofing labor, siding labor, framing labor, window installation. Funds are also being requested to cover the additional expenses outside of a single story scope for more finished square footage space: electrical, plumbing, HVAC, Windows, lumber and siding.

Total Request: **\$56,990.00**

*See attached HOME Investment Partnerships Program Funding Application

*See attached Budget/Gap funds

5. Capacity: Timetable of Construction Activity

- March 2019- Request for Proposal for 429 Roosevelt Street and submission of HOME Investment Partnerships Program Funding Application
- April 2019- updated Request submitted with final build plans
- May 2019-RDA Approval of funds
- June-July 2019- GGBHFH planning/permit obtained
- August 2019 Excavation
- September 2019-November 2019 Foundation/sub-contractor work
- December 2019- Insulation, drywall, painting, cabinet install, door install
- January 2020- Finishing work
- February 2020- estimated completion, home dedication and certificate of occupancy

6. Financials

Greater Green Bay Habitat for Humanity receives funding through donations and homeowner mortgage payments. Mortgages are based on the financial capability of the approved family. Funds are being requested through the Redevelopment Authority to cover the additional costs that would not be a part of the normal construction expenses.

**see attached budget for HOME funds*

7. Contractor's Qualifications and Experience

Greater Green Bay Habitat for Humanity has been building homes in Brown County since 1987. In those 32 years, Habitat has dedicated 112 homes. Habitat has been working with the Redevelopment Authority since 2015 to secure funding to assist in the construction of new homes. The purpose of the funding has been to construct homes that are intended to blend in to established neighborhoods. The majority of these neighborhoods were in older areas of the city with primarily two story homes.

Greater Green Bay Habitat for Humanity aims to construct 6-8 new homes per year with immediate placement of qualified families. In addition to the new home construction program, Habitat for Humanity is exploring a Home Repair program that focuses on minor home repairs intended to keep low income families in their homes. Habitat for Humanity is also considering a program designed to recover usable items during home renovations that can be sold in the Restore. Both of these programs have financial constraints that limit our capabilities.

Habitat employs one full time Construction Project Manager. He is responsible for the planning, coordination of contractors, vendors and build scheduling. Habitat employs one full-time Construction Manager and one part time Construction Coordinator that is responsible for the day to day functions on the build site. Both Construction Managers maintain their contractor qualifier certification. Habitat also has numerous volunteers that help with the construction of single story homes to help offset some of the construction costs.

All homes are built to meet or exceed the minimum construction standards required by building code and are energy efficient. Greater Green Bay Habitat for Humanity does not discriminate against race, color, creed, religion, national origin, sexual orientation, marital status, disability, or family status.

Habitat seeks competitive pricing in order to minimize the costs to the future homeowner. Here are some of the consistent contractors that are used.

Excavator	AG Excavating
Roofing	Security Luebke Roofing Advance Roofing and Siding

Foundation work	Jacobs Brothers
Plumbing	Jim Cornell Plumbing
Heating and Cooling	Hurckman Heating and Cooling
Electrical	Nickel Electric
Concrete Flatwork	Loch Construction Brian's Quality Concrete
Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Michelle Heeler
Family Services Director

Matt Sahs
Construction Project Manager

Attached:

- HOME Investment Partnerships (HOME) Program Funding Application
- Basic house description
- 429 Roosevelt Build Plans
- Budget/Gap Funds
- Photos of a similar projects

Job Costs Detail

January 1, 2009 through December 6, 2018

	Source Name	Amount
429 Roosevelt Street 4 bed, 2.5 bath	Appliances	\$ 3,200.00
	Appraisal, Title, closing costs, mortgage prep	\$ 4,200.00
	Cabinets & Countertops	\$ 5,800.00
	Detached Garage Labor (roofing, framing etc.)	\$ 2,200.00
	Disposal Fees	\$ 550.00
	Drywall	\$ 2,000.00
	Electrical & Lighting	\$ 8,200.00
	Excavation/Latterals/Back Fill	\$ 12,500.00
	finish Package	\$ 3,100.00
	Flatwork	\$ 13,500.00
	Flooring	\$ 5,900.00
	Foundation	\$ 12,800.00
	Framing Labor	\$ 12,000.00
	Gutters & downspouts	\$ 1,000.00
	HVAC	\$ 8,000.00
	Insulation	\$ 2,600.00
	Landscaping	\$ 2,000.00
	Lumber	\$ 21,500.00
	Misc. (Garage door, nails, screws, materials etc..)	\$ 9,800.00
	Planning (houseplans, site plan, permits)	\$ 7,000.00
	Plaster	\$ 5,000.00
	Plaster Board	\$ 2,000.00
	Plumbing	\$ 10,800.00
	Roofing Labor	\$3,600
	Roofing Labor & Material	\$ 9,500.00
	Sanitation	\$ 620.00
	Siding Labor	\$8,000
	Siding Labor & Material	\$ 20,800.00
	Utility Hook Up	\$720
	Window & Install (included exter per requested)	\$ 5,600.00
	<u>Total Project costs</u>	<u>\$ 204,490.00</u>
	<u>Estimated Sales Price</u>	<u>\$ 155,000.00</u>
	<u>GAP Funds</u>	<u>\$ 49,490.00</u>
	<u>Construction Management/Developer Fee</u>	<u>\$7,500</u>
	<u>HOME Funding request Total</u>	<u>\$ 56,990.00</u>



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.5.

Consideration with possible action on a HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 1209 Chicago Street (Tax Parcel 14-1298).

BACKGROUND

Greater Green Bay Habitat for Humanity has submitted a request to the Redevelopment Authority for the donation of 1209 Chicago Street (Tax Parcel 14-1298), and a HOME GAP request of \$58,590.00 to construct a two-story, five-bedroom, two-and-a-half-bath home.

Greater Green Bay Habitat only builds single story homes due to funding and volunteer labor used. The current neighborhood on Chicago Street consists of two-story homes so a new build on this property would need to be two-story to fit into the neighborhood. To construct this build Greater Green Bay Habitat has submitted a HOME GAP funding request.

The proposed project budget is:
Total Project Cost \$218,590.00
Estimated Sale Price \$160,000.00
GAP Funding \$58,590.00

RECOMMENDATION

Approve HOME funding request and property disposition from Greater Green Bay Habitat for Humanity for the construction of a home at 1209 Chicago Street (Tax Parcel 14-1298).

FISCAL IMPACT

ATTACHMENTS

1. 1209 Chicago Street City Proposal
2. Copy of 1209 Chicago Street Budget

Request for HOME Funds Proposal

1209 Chicago Street, Green Bay, WI 54301

04/23/19-updated

Submitted to:

Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:

Greater Green Bay Habitat for Humanity
811 Packerland Drive (lower)
Green Bay, WI 54303

Request for Proposal Outline:**1. Developer Name:**

Greater Green Bay Habitat for Humanity
811 Packerland Drive (lower level)
Green Bay, WI 54303

Primary Points of Contact:

Michelle Heeler
Family Services Director
920-593-5782

Matt Sahs
Construction Project Manager
920-593-3921

2. Investment: Describe the Project

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a Two Story home at 1209 Chicago Street. The current neighborhood consists of two story homes. Habitat only builds single story homes due to funding and volunteer labor used. Habitat is requesting Gap funds to cover the additional expenses to build a two story home. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to repay a mortgage, and willingness to partner. The proposed home will be 5 bedrooms and 2.5 bathrooms. The estimated sale price of \$160,000 and the homeowners would take out a 0% interest loan financed through Greater Green Bay Habitat for Humanity. Without the Gap funds Habitat would not be able to build a two story home and sell the home at an affordable cost to the homebuyer.

3. Scope of New Construction:

The proposed house is a two story home with a detached garage. The house will have five bedrooms in total, four bedrooms on the 2nd floor and one bedroom in the lower level; Two and a half bathrooms, one full bathroom on the 2nd level, ½

bath on the main level and a full bath on the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and shake siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. Additional windows added to the plan per the Redevelopment Authority request. The exterior doors will be white vinyl.

**see attached basic house description*

4. Funding Request: \$58,590.00

Greater Green Bay Habitat for Humanity is requesting funds for the Two Story sub-contractor work: Roofing labor, siding labor, framing labor, window installation. Funds are also being requested to cover the additional expenses outside of a single story scope for more finished square footage space: electrical, plumbing, HVAC, Windows, lumber and siding.

Total Request: **\$58,590.00**

*See attached HOME Investment Partnerships Program Funding Application

*See attached Budget/Gap funds

5. Capacity: Timetable of Construction Activity

- March 2019- Request for Proposal for 1209 Chicago Street and submission of HOME Investment Partnerships Program Funding Application
- April 2019- updated Request submitted with final build plans
- May 2019 RDA Approval of funds
- June-July 2019 GGBHFH planning/permit obtained
- August 2019- Excavation
- September 2019-November 2019 Foundation/sub-contractor work
- December 2019- Insulation, drywall, painting, cabinet install, door install
- January-February 2020- Finishing work
- March 2020- estimated completion, home dedication and certificate of occupancy

6. Financials

Greater Green Bay Habitat for Humanity receives funding through donations and homeowner mortgage payments. Mortgages are based on the financial capability of the approved family. Funds are being requested through the Redevelopment Authority to cover the additional costs that would not be a part of the normal construction expenses.

**see attached budget for HOME funds*

7. Contractor's Qualifications and Experience

Greater Green Bay Habitat for Humanity has been building homes in Brown County since 1987. In those 32 years, Habitat has dedicated 112 homes. Habitat has been working with the Redevelopment Authority since 2015 to secure funding to assist in the construction of new homes. The purpose of the funding has been to construct homes that are intended to blend in to established neighborhoods. The majority of these neighborhoods were in older areas of the city with primarily two story homes.

Greater Green Bay Habitat for Humanity aims to construct 6-8 new homes per year with immediate placement of qualified families. In addition to the new home construction program, Habitat for Humanity is exploring a Home Repair program that focuses on minor home repairs intended to keep low income families in their homes. Habitat for Humanity is also considering a program designed to recover usable items during home renovations that can be sold in the Restore. Both of these programs have financial constraints that limit our capabilities.

Habitat employs one full time Construction Project Manager. He is responsible for the planning, coordination of contractors, vendors and build scheduling. Habitat employs one full-time Construction Manager and one part time Construction Coordinator that is responsible for the day to day functions on the build site. Both Construction Managers maintain their contractor qualifier certification. Habitat also has numerous volunteers that help with the construction of single story homes to help offset some of the construction costs.

All homes are built to meet or exceed the minimum construction standards required by building code and are energy efficient. Greater Green Bay Habitat for Humanity does not discriminate against race, color, creed, religion, national origin, sexual orientation, marital status, disability, or family status.

Habitat seeks competitive pricing in order to minimize the costs to the future homeowner. Here are some of the consistent contractors that are used.

Excavator	AG Excavating
Roofing	Security Luebke Roofing Advance Roofing and Siding

Foundation work	Jacobs Brothers
Plumbing	Jim Cornell Plumbing
Heating and Cooling	Hurckman Heating and Cooling
Electrical	Nickel Electric
Concrete Flatwork	Loch Construction Brian's Quality Concrete
Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Michelle Heeler
Family Services Director

Matt Sahs
Construction Project Manager

Attached:

- HOME Investment Partnerships (HOME) Program Funding Application
- Basic house description
- 1209 Chicago Build Plans
- Budget/Gap Funds
- Photos of a similar projects

Job Costs Detail

January 1, 2009 through December 6, 2018

	Source Name	Amount
1209 Chicago Street 5 bed, 2.5 bath	Appliances	\$ 3,200.00
	Appraisal, Title, closing costs, mortgage prep	\$ 4,200.00
	Cabinets & Countertops	\$ 5,800.00
	Detached Garage Labor (roofing, framing etc.)	\$ 2,200.00
	Disposal Fees	\$ 550.00
	Drywall	\$ 2,100.00
	Electrical & Lighting	\$ 8,700.00
	Excavation/Latterals/Back Fill	\$ 12,500.00
	finish Package	\$ 3,400.00
	Flatwork	\$ 13,500.00
	Flooring	\$ 6,800.00
	Foundation	\$ 12,800.00
	Framing Labor	\$ 13,800.00
	Gutters & downspouts	\$ 1,000.00
	HVAC	\$ 8,500.00
	Insulation	\$ 2,600.00
	Landscaping	\$ 2,000.00
	Lumber	\$ 22,600.00
	Misc. (Garage door, nails, screws, materials etc..)	\$ 10,500.00
	Planning (houseplans, site plan, permits)	\$ 7,000.00
	Plaster	\$ 5,200.00
	Plaster Board	\$ 2,500.00
	Plumbing	\$ 10,800.00
	Roofing Labor	\$3,600
	Roofing Labor & Material	\$ 9,500.00
	Sanitation	\$ 620.00
	Siding Labor	\$8,000
	Siding Labor & Material	\$ 20,800.00
	Utility Hook Up	\$720
	Window & Install (included extra per requested)	\$ 5,600.00
	<u>Total Project Costs</u>	<u>\$ 211,090.00</u>
	Estimated Sales Price	\$ 160,000.00
	GAP Funds	\$ 51,090.00
	<u>Construction mangement/Developer Fee</u>	<u>\$ 7,500.00</u>
	<u>HOME Funding request Total</u>	<u>\$ 58,590.00</u>



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.6.

Consideration with possible action on approving and recommending to the Common Council an Analysis of Impediments to Fair Housing Study.

BACKGROUND

An Analysis of Impediments to Fair Housing (AI) study has been conducted by MSA Professional Services for the City of Green Bay. The AI is part of the requirements that the City must fulfill in order to continue to receive the Community Development Block Grant (CDBG) funding from U.S. Department of Housing and Urban Development (HUD). This program is an integral funding source for many of the programs and agencies that provide needed services to the citizens of Green Bay.

In a broad sense, the AI identifies affordability, financial, discriminatory, and accessibility impediments. Promoting and furthering fair housing within the City will help the community grow and families progress.

As part of the study, MSA Professional Services has identified the attached indirect impediments to fair housing in the City of Green Bay. The full AI study can be found on the City of Green Bay's website using this link:

<https://greenbaywi.gov/DocumentCenter/View/4079/2019-City-of-Green-Bay-Analysis-of-Impediments-to-Fair-Housing>

RECOMMENDATION

Approve and recommend to the Common Council the Analysis of Impediments to Fair Housing Study.

FISCAL IMPACT

ATTACHMENTS

- I. Impediments to Fair Housing Choice in the City of Green Bay

Impediments to Fair Housing Choice in the City of Green Bay, WI

This study identified the following impediments to fair housing choice in Green Bay. These are all *indirect* impediments, meaning that they do not directly limit choice for protected class residents, but they contribute to conditions that limit choice.

1. Supply Impediments
 - 1.1 Inadequate Quality of Renter- and Owner-Occupied Housing
 - 1.2 Inadequate Supply of Accessible Rental Units
 - 1.3 Inadequate Supply of Smaller Rental Units
2. Affordability Impediments (Private Sector)
 - 2.1 Inadequate Supply of Acceptable Affordable Housing
3. Financial Impediments (Private Sector)
 - 3.1 Lack of Loans to Minorities
4. Spatial Impediments (Public and Private Sector)
 - 4.1 Racial Segregation
 - 4.2 Transit Commuting Difficult at Some Times and to Surrounding Areas
5. Administrative Impediments (Public Sector)
 - 5.1 Lack of Local Fair Housing Ordinance
 - 5.2 Restrictions on Residential Uses in Zoning Code
 - 5.3 Limited Use of Fair Housing Complaint Procedures
 - 5.4 Lack of Accountability for Landlords
 - 5.5 Protected Classes Underrepresented on Boards and Commissions

Summary of Actions

The following actions are suggested to alleviate the identified indirect impediments. See Chapter V for a full description of impediments and suggested actions. Timing for the actions is suggested in this table, and is dependent on future budgeting by the City – acceptance of this study by Common Council does not constitute a commitment to this schedule.

Impediments, Goals, and Actions	Responsible Party	Timeline
1. Supply Impediments		
1.1 Inadequate Quality of Renter- and Owner-Occupied Housing		
1.1.1 Develop list of development ready single- and multi-family sites	City (Council, Planning Dept.)	2019-2021
1.1.2 Create a housing rehab and redevelopment revolving loan fund	City (Council, Planning Dept.)	2019-2023
1.2 Inadequate Supply of Accessible Rental Units		
1.2.1 Encourage retrofits to existing rental units to improve accessibility	City (Council, Planning Dept.)	Ongoing
1.2.2 Offer training/information to improve knowledge of “reasonable accommodation” requirements for the disabled	City (Planning Dept.), Options for Independent Living, LLC	Ongoing
1.3 Inadequate Supply of Smaller Rental Units		
1.3.1 Study supply gap and offer strategies to fill it	Green Bay Housing Authority, City	2019-2021
2. Affordability Impediments		

Impediments, Goals, and Actions	Responsible Party	Timeline
2.1 Inadequate Supply of Acceptable Affordable Housing		
2.1.1 Prepare a Comprehensive Housing Strategy with specific targets for new unit creation	City (Council, Planning Dept.)	2019-2021
2.1.2 Create a rental housing rehab and redevelopment revolving loan or grant fund (<i>see 1.2.1</i>)	City (Council, Planning Dept.)	2019-2023
2.1.3 Utilize TIF 1-year extension when TIDs are about to close to encourage the development of affordable housing.	City (Council, Planning Dept.)	2025 (next year when TIDs will close)
3. Financial Impediments		
3.1 Lack of Loans to Minorities		
3.1.1 Provide more credit and home-buying education to citizens, especially minority residents	City, NeighborWorks	Ongoing
3.1.2 Provide education for local lenders on predatory lending practices and common pitfalls for new home buyers	City (Council, Planning Dept.)	Ongoing
3.1.3 Improve the success of minority homebuyers post-purchase – offer training on home maintenance	City (Council, Planning Dept.)	Ongoing

4. Spatial Impediments		
4.1 Racial Segregation		
4.1.1 Amend Comprehensive Plan and Future Land Use Map to encourage development of balanced neighborhoods	City (Council, Planning Dept.)	2019-2021
4.1.2 Meet with surrounding communities and discuss housing strategies to aid in deconcentrating poverty in the City	City (Council, Planning Dept.)	2019-2024
4.2 Transit Commuting Difficult at Some Times and to Surrounding Areas		
4.2.1 Evaluate changes to transit system and schedules to better support second and third shift employment, and more routes serving neighboring communities	City, Green Bay Metro Transit	2019-2024
5. Administrative Impediments		
5.1 Lack of Local Fair Housing Ordinance		
5.1.1 Create a Fair Housing Ordinance	City (Council, Planning Dept.)	2019-2020
5.2 Restrictions on Residential Uses in Zoning Code		
5.2.1 Revise zoning code to integrate R-3 into other residential areas	City (Council, Planning Dept.)	2019-2020
5.2.2 Allow three- or four-unit multi-family housing by right in the R-2 district	City (Council, Planning Dept.)	2019-2020
5.2.3 Make homeless shelters and transitional housing permitted by right in at least one district or add specific standards to make conditional approval straightforward	City (Council, Planning Dept.)	2019-2020
5.2.4 Revise zoning code to clarify regulation for manufactured and mobile homes	City (Council, Planning Dept.)	2019-2020
5.3 Limited Use of Fair Housing Complaint Procedures		
5.3.1 Add fair housing information and links to City's website	City (Planning Dept.)	2019-2020
5.4 Lack of Accountability for Landlords		
5.4.1 Promote services of the Tenant Resource Center	City (Council, Planning Dept.)	Ongoing
5.4.2 Recruit and provide training to landlords and other groups to increase knowledge about Fair Housing Law	City (Council, Planning Dept.), Fair Housing Council	Ongoing
5.5 Protected Classes Underrepresented on Boards and Commissions		
5.5.1 Actively recruit protected class representatives to each commission	City (Council)	Ongoing



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.7.

Consideration with possible action on the report of the Funding Administration Subcommittee meeting May 2, 2019.

BACKGROUND

The Funding Administration Subcommittee met on May 2, 2019 to discuss the draft 2019 Annual Action Plan and funding levels for HOME affordable housing projects.

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement programs.

As a federal requirement to receiving these funds, the City of Green Bay each year has to draft an Annual Action Plan. The Action Plan is a document which will guide the use of federal housing and community development funds within the City of Green Bay, resulting in a viable community with decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low- and moderate-income.

Following federal requirements and obtaining input from City departments, non-profit organizations and the public, City staff has identified community needs, interest and objectives in order to make effective choices in preparing the following draft 2019 Annual Action Plan. The City of Green Bay's 2019 CDBG allocation from HUD is \$1,013,190.00 and 2019 HOME allocation is \$519,455.00.

CDBG Projects include the following:

Park Projects \$150,000.00: Replace aging existing walks/pavement/parking lots or create new ADA accessible walks in various Parks throughout CDBG eligible neighborhoods.

DPW Projects \$150,000.00: Replace deteriorated alleys and sidewalks due to tree root damage or to ensure ADA accessibility.

Public Service – Fair Housing Services \$20,000.00: Contract with an organization that will provide fair housing services such as educational services through presentations and direct assistance, manage fair housing complaints, and distribute information on fair housing laws and illegal discrimination in the City of Green Bay.

Public Service – Community Gardens \$12,000.00: Contract with the Brown County UW-Extension to support half of a full time position that is responsible for the operations of the community gardens in the City of Green Bay.

Public Service - Arts Coordinator \$24,000.00: Provide the coordination of beautification projects in CDBG eligible areas.

Public Service –Inspector Interns \$10,000.00

Open Public Service Activities \$40,000.00: Provide four (4) \$10,000.00 grants to local non-profit organizations for the implementation of CDBG public service activities in the City of Green Bay.

CDBG Eligible Area Projects \$229,552.00 plus Program Income: Housing related activities such as acquisition, demolition, relocation, rehabilitation, emergency repairs, reconstruction, and historic preservation. Additionally, eligible projects such as streetscape improvements to improve the overall quality of living in LMI neighborhoods.

CDBG Eligible Area Projects \$25,000.00: Beautification and art related activities in LMI areas of the City of Green Bay.

Economic Development \$50,000.00: Provide Façade and Demo loans and/or grants to businesses to improve store fronts in the City of Green Bay.

Economic Development \$100,000.00 plus Program Income: Provide loans to businesses in the City of Green Bay who will create or retain jobs for LMI individuals.

CDBG Administration \$202,638.00: Provide staff salaries and supplies for the administration of the CDBG funds.

HOME Projects include the following:

Single Family Rehabilitation Loans: \$150,000.00 plus Program Income: Provide loans to LMI households in the City of Green Bay who can't afford to pay for necessary repairs to their properties.

Downpayment Closing Cost Assistance \$100,000.00: Contract with a local organization to administer loans to LMI families for down payment and/or closing cost assistance on the acquisition of their first home.

Housing Development Advancement \$117,510.00: Create additional opportunities for quality affordable housing units in the City of Green Bay such as owner occupied, rental, ADA accessible, elderly, and homeless units.

Community Housing Development Organizations (CHDO) Set Aside \$100,000.00: Housing projects that will be carried out by a local Community Housing Development Organization. These projects will involve the construction or rehabilitation of homes for single family or rental housing.

HOME Administration \$51,945.00 plus 10% Program Income: Provide staff salaries and supplies for the administration of the HOME funds.

RECOMMENDATION

Approve the report of the Funding Administration Subcommittee meeting May 2, 2019.

FISCAL IMPACT

ATTACHMENTS

- I. 2019 RDA Funding Draft

2019 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Park Projects			
Park Projects	\$150,000.00	\$0.00	\$150,000.00
DPW Projects			
Sidewalk/Alley Resurfacing	\$150,000.00	\$0.00	\$150,000.00
Public Service Programs			
Fair Housing Services	\$20,000.00	\$0.00	\$20,000.00
Community Gardens	\$12,000.00	\$0.00	\$12,000.00
Arts Coordinator	\$24,000.00	\$0.00	\$24,000.00
Inspector Interns	\$10,000.00	\$0.00	\$10,000.00
Open Public Services	\$40,000.00	\$0.00	\$40,000.00
Subtotal for Public Service	\$106,000.00	\$0.00	\$106,000.00
CDBG Eligible Area Projects -Acquisition, Demolition, Rehabilitation, Reconstruction, Infrastructure Improvements, Historic Preservation	\$229,552.00	\$100,000.00	\$329,552.00
CDBG Eligible Area Projects - Beautification/Art	\$25,000.00	\$0.00	\$25,000.00
Economic Development Façade/Demo	\$50,000.00	\$0.00	\$50,000.00
Economic Development Revolving Loan	\$100,000.00	\$200,000.00	\$300,000.00
* CDBG Administration	\$202,638.00	\$0.00	\$202,638.00
TOTALS	\$1,013,190.00	\$300,000.00	\$1,313,190.00

2019 CDBG Allocation - \$1,013,190.00

2019 Estimated Program Income \$300,000 (\$200,000 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI

*** CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income**

2019 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Single Family Rehabilitation Loans	\$150,000.00	\$135,000.00	\$285,000.00
Downpayment Closing Cost Assistance	\$100,000.00	\$0.00	\$100,000.00
Housing Development Advancement Projects	\$117,510.00	\$0.00	\$117,510.00
Community Housing Development Organizations (CHDO) Set Aside	\$100,000.00	\$0.00	\$100,000.00
*HOME Administration	\$51,945.00	\$15,000.00	\$66,945.00
TOTALS	\$519,455.00	\$150,000.00	\$669,455.00

2019 HOME Allocation \$519,455.00

2019 Estimated Program Income \$100,000

* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% (\$) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # D.8.

Consideration with possible action on request from TWG Development LLC to restructure the HOME awarded \$100,000.00 grant into a loan for Broadway Lofts.

BACKGROUND

In 2017, TWG Development, LLC was awarded a HOME grant in the amount of \$100,000.00 for Broadway Lofts.

They are closing on financing at the end of May 2019, and are requesting the Redevelopment Authority restructure the grant into a loan for tax and financing purposes.

RECOMMENDATION

Approve request from TWG Development, LLC to restructure the HOME awarded \$100,000.00 grant into a loan for Broadway Lofts.

FISCAL IMPACT

ATTACHMENTS

- I. Broadway HOME Restructure Request

TWG Development, LLC

333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204
T 317.264.1833
www.twgdev.com



May 1, 2019

RE: Request to Restructure HOME Grant for Broadway Lofts

Dear City of Green Bay Redevelopment Authority:

On November 29, 2017 TWG Development, LLC (TWG) was awarded \$100,000 in HOME funding from the City of Green Bay Redevelopment Authority (RDA). See attached letter. These HOME funds will assist in the construction of Broadway Lofts, a 107-unit workforce housing development located at the north end of the Rail Yard.

Broadway Lofts is closing on financing May 29, 2019 and plans an 18-month construction timeline. First tenants will be able to move in before year end of 2020. Broadway Lofts will serve citizens of Green Bay earning between 40% and 80% of Area Median Income, an underserved demographic in Green Bay's current housing market. 11 of these apartments will be funded in part by the HOME dollars.

The RDA's award of HOME funds is currently structured as a Grant to TWG Development, LLC. For tax and financing purposes, TWG is requesting the HOME funds be restructured as follows:

- Award beneficiary changed to Broadway Lofts, LP
- Changed from Grant to a Loan at 3% annual interest with a 20-year term
- Repayment in full is due at or before maturity

This restructuring will allow RDA to recycle the grant funds for a future use and allow TWG to optimally structure the grant to the development.

TWG plans to draw down these funds later this year.

Thank you for your support.

TWG Development, LLC


Jonathan Ehlke | Development Director
TWG Development, LLC
333 N. Pennsylvania St., Suite 100
Indianapolis, IN 46204



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.9.

Consideration with possible action on a development agreement with LeMense Quality Homes for the property located at 927 North Broadway (Tax Parcel 18-503) under the New Homes in Your Neighborhood program.

BACKGROUND

This property was acquired from the Brown County Treasurer on October 17, 2018. There was a single family unit on the property that was demolished, leaving a vacant, buildable site. This property has been advertised on the City website under the New Homes in Your Neighborhood (NHIYN) program. LeMense Quality Homes submitted an application for the program. Upon completion of the project, the home will be sold for owner-occupancy. The applicant has been working with staff to choose an appropriate building plan suitable for this site and has decided to use the Jackson plan offered in the City's plan book. LeMense can begin building as soon as permits are submitted and approved.

RECOMMENDATION

Approve a development agreement with LeMense Quality Homes for the property located at 927 North Broadway (Tax Parcel 18-503) using \$25,000.00 of Neighborhood Enhancement Funds.

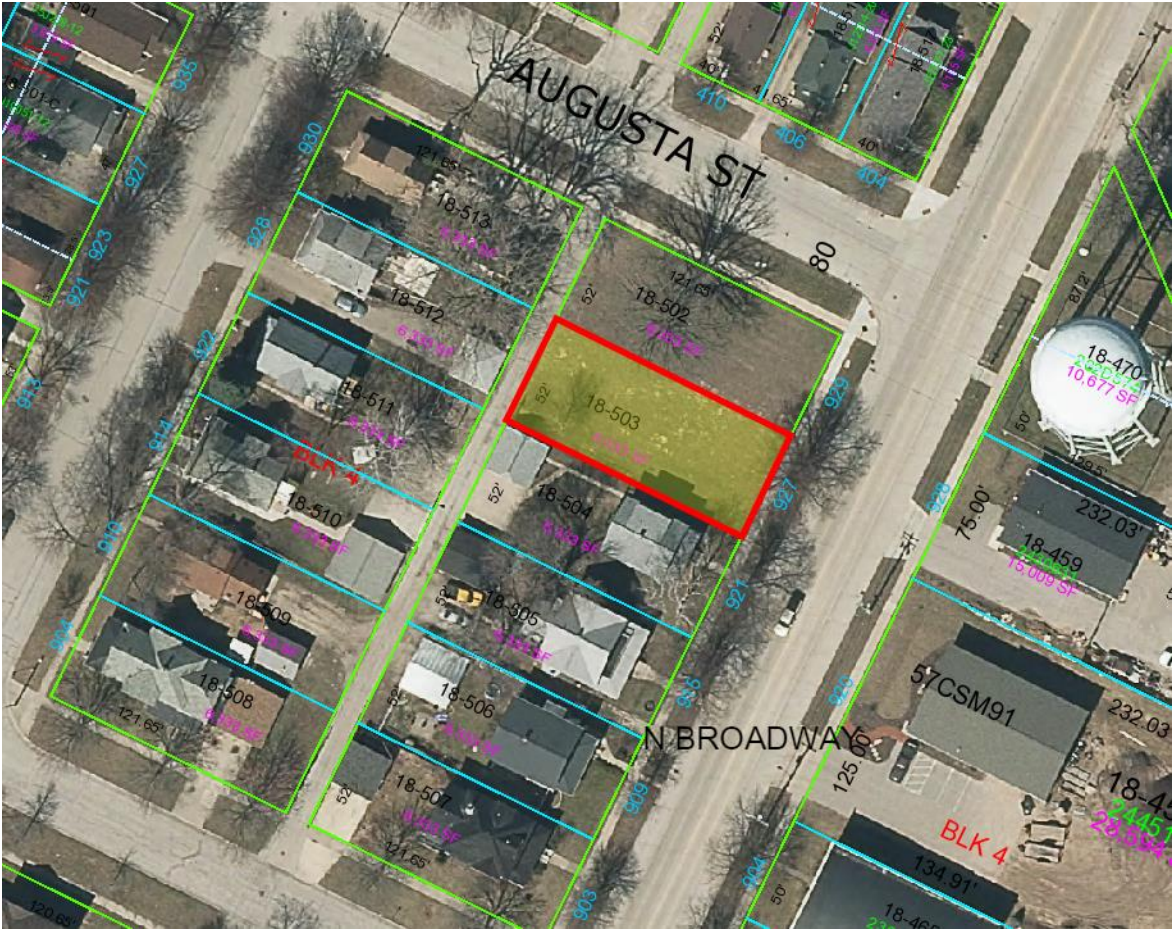
FISCAL IMPACT

This property was acquired from the Brown County Treasurer using \$7,835.32 of Neighborhood Enhancement funds. The applicant is seeking the \$25,000 NHIYN grant and will be leveraging \$130,000.00 of their own funds for the construction.

ATTACHMENTS

1. 927 N Broadway report info
2. 927 N Broadway signed option

927 North Broadway



Property Information:

Parcel ID18-503
Lot Size.....52' x 121'
Zoning..... Residential One

Current Tax Information:

Land Value..... \$10,500

PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND LEMENSE QUALITY HOMES, INC.
FOR
927 N. BROADWAY

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and LeMense Quality Homes, Inc. (hereinafter called "DEVELOPER") on April 24th, 2019;

WHEREAS, 927 N. Broadway and legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of inducing private enterprise to construct a new single-family house, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER has requested permission to plan for the proposed construction of a single family, single story home with detached garage as proposed in the attached proposal marked Exhibit "B" (hereinafter the "Project") on the RDA Site; and

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

- I. EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the RDA the sum of \$500 (five hundred dollars) for the granting of formal planning rights as set out herein for a period of sixty (60) days from the 24th day of April, 2019 to the 23rd day of June, 2019. One thirty (30) day extension may be granted.
- II. DUE DILIGENCE. The RDA, during the period of the Agreement, or any extension thereof, shall provide that the RDA Site shall not be conveyed to any other legal entity. The RDA agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.
- III. DEVELOPMENT AGREEMENT. That in the event the RDA and the DEVELOPER enter into a development agreement for the site, all fees paid to the RDA by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER. The RDA shall deed the RDA Site to the DEVELOPER, subject to terms and conditions of the Neighborhood Enhancement Program. In the event that the RDA and the DEVELOPER fail to enter into a development agreement for the development of the RDA Site, this Agreement shall become null and void. The fees paid to the RDA will be retained and not refunded to the DEVELOPER.
- IV. OBLIGATIONS. That the RDA shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner.
- V. OWNERSHIP. That throughout the period of the planning option, the RDA shall maintain complete ownership and use of the property.
- VI. 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, upon execution of a development agreement, 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: Mark LeMense, Owner
LeMense Quality Homes, Inc.
3609 Glen Oaks Pass
Green Bay, WI 54311

TO RDA: Kevin Vonck, Secretary
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.

SIGNATURE PAGE TO FOLLOW

EXHIBIT A
Legal Description of the RDA Site

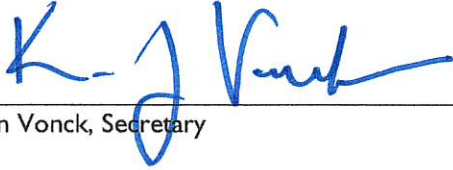
Parcel Number: 18-503

Legal Description:

Lot Two (2), Block Four (4), according to the recorded Plat of Elmore's Addition to Elmore's Park Addition in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

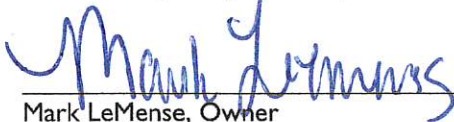
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

Redevelopment Authority of the City of Green Bay

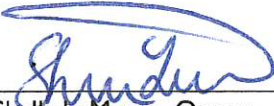
A handwritten signature in blue ink, appearing to read "K. J. Vonck", written over a horizontal line.

Kevin Vonck, Secretary

LeMense Quality Homes, Inc.:

A handwritten signature in blue ink, appearing to read "Mark LeMense", written over a horizontal line.

Mark LeMense, Owner

A handwritten signature in blue ink, appearing to read "Shelly LeMense", written over a horizontal line.

Shelly LeMense, Owner

THIS INSTRUMENT WAS DRAFTED BY

Ken Rovinski

Redevelopment Authority of the City of Green Bay

EXHIBIT B

See attached application for 927 N. Broadway



APPLICATION FORM

New Homes in Your Neighborhood Program

Contact Person

Ken Rovinski
Neighborhood Development Specialist
(920) 448-3354

Date Received
(Office Use Only)

Name/Company Lemense Quality Homes

Current Address 3609 Glen Oaks Pass

Telephone Number (Home) 920-609-8607 (Work) _____

Email lemensequalityhomes@icloud.com

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

Source of funding (provide proof w/ application) Loan

Estimated amount of investment \$ 130,000.00

Address of chosen RDA parcel 927 N. Broadway 18-503

Briefly describe the project. Provide preliminary plans. _____

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)

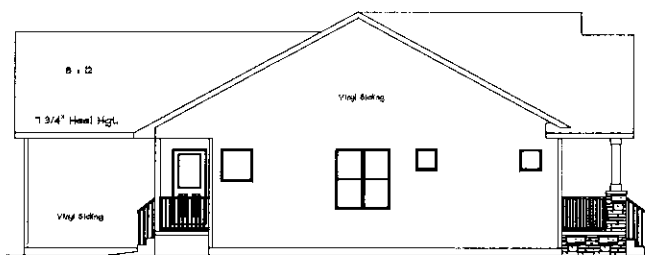
IF NO,

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

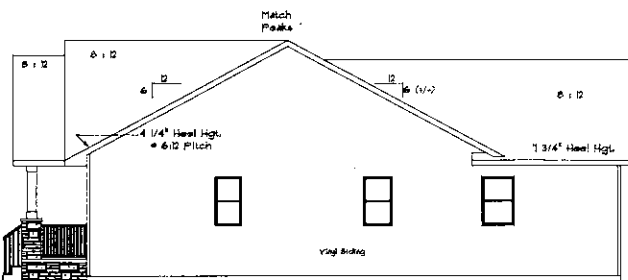
I certify that I have received a copy of the "New Homes in Your Neighborhood Grant Program Guidelines" and understand and accept the "Guidelines" as the basis for acceptance into the Program.

[Signature] Date 4/10/19

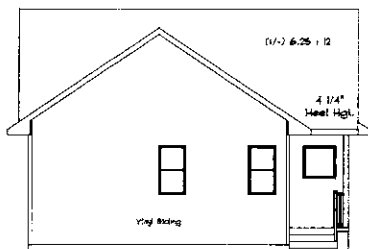
Signature _____ Date _____



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



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



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



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

SQUARE FOOTAGE:
NET FLOOR: 841
COVERED PORCHES: 88

Leifsen Quality Homes

15-0034R

IMPORTANT NOTES:

1. All dimensions are given in feet and inches. Round up to the next inch.

2. All dimensions are given to the center of the wall unless otherwise noted.

3. All dimensions are given to the finished surface unless otherwise noted.

4. All dimensions are given to the top of the wall unless otherwise noted.

5. All dimensions are given to the bottom of the wall unless otherwise noted.

6. All dimensions are given to the center of the door or window unless otherwise noted.

7. All dimensions are given to the center of the roof ridge unless otherwise noted.

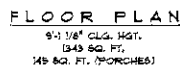
8. All dimensions are given to the top of the roof ridge unless otherwise noted.

9. All dimensions are given to the bottom of the roof ridge unless otherwise noted.

10. All dimensions are given to the center of the roof ridge unless otherwise noted.

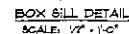
Wisconsin
BUILDING SUPPLY

TYPICAL RANCH SECTION
SCALE: 1/2" = 1'-0"
ALL ITEMS TO BE VERIFIED BY CONTRACTOR



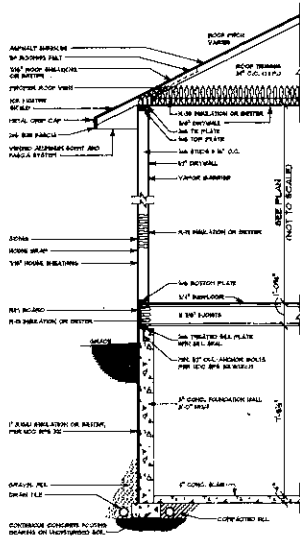
NOTE:
EXTENSION DIMENSIONS ARE GIVEN TO
REPLICATE HOUSE FRAMING WALLS (BUILT OUT
32" FOR EXTENSION WALL WEATHERS TO
FLUSH OUT WITH 6" INSULATION FOAM).

NOTE:
BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM AND OTHER WALLS WITH SOUND BLOCKING DOWN TO FOUNDATION WALLS BELOW.



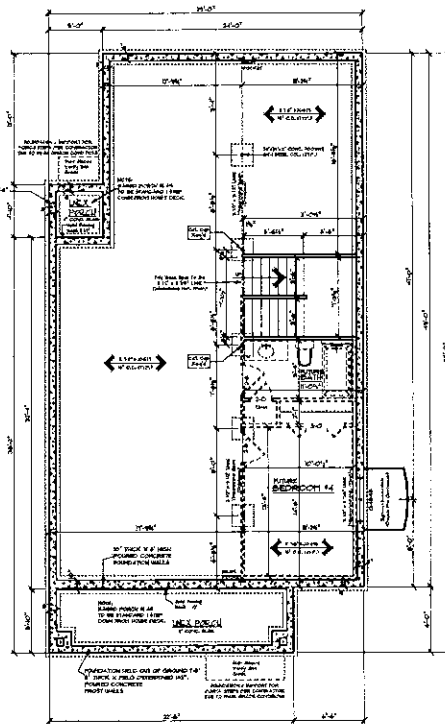
SQUARE FOOTAGE:
FIRST FLOOR: 2943
COVERED PORCHES: 141

[illegible][illegible]



TYPICAL RANCH SECTION
SCALE: 1/2" = 1'-0"
ALL ITEMS TO BE VERIFIED BY CONTRACTOR

FOUNDATION WED OUT OF GROUND 1'-0"
12" THICK 4" MIN. CONC. FLOOR SLAB
POURED CONCRETE
FOOT WALLS



FOUNDATION PLAN
SCALE: 1/2" = 1'-0"

NOTE:

CONTRACTOR RESPONSIBLE TO TRANSFER POINT LOADS FROM
LOADS THROUGH FLOOR BY LVL AND OTHER WALLS
AND WED OUT TO FOUNDATION WALLS BE-CAUSE

NOTE:

FOUNDATION WALLS ARE TO BE PLACED ON
POUND-TOUCH WALLS. FOUNDATION WALLS ARE
WED OUT TO BE 12" MIN. TO FOUNDATION WALLS
AND WED OUT 12" MIN. TO FOUNDATION WALLS

SQUARE FOOTAGE:
FIRST FLOOR: 344
COVERED PORCHES: 18

PLAN SPECIFICATIONS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING THE NECESSARY PERMITS AND
INSURANCE AND TO BE ON THE PLAN ONLY.

WALL SPECIFICATIONS:

1. ALL EXTERIOR WALLS SHALL BE 2" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

FLOOR SPECIFICATIONS:

1. ALL FLOOR SLABS SHALL BE 4" MIN. THICK
CONCRETE WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

CEILING SPECIFICATIONS:

1. ALL CEILING SHALL BE 1/2" MIN. THICK
GYP. BOARD WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

DOOR SPECIFICATIONS:

1. ALL DOORS SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

WINDOW SPECIFICATIONS:

1. ALL WINDOWS SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

ROOF SPECIFICATIONS:

1. ALL ROOF SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

STAIR SPECIFICATIONS:

1. ALL STAIR SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

CHIMNEY SPECIFICATIONS:

1. ALL CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

SMOKE CHIMNEY SPECIFICATIONS:

1. ALL SMOKE CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

WATER CHIMNEY SPECIFICATIONS:

1. ALL WATER CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

FLUE CHIMNEY SPECIFICATIONS:

1. ALL FLUE CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

VENT CHIMNEY SPECIFICATIONS:

1. ALL VENT CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

EXHAUST CHIMNEY SPECIFICATIONS:

1. ALL EXHAUST CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

DRYER CHIMNEY SPECIFICATIONS:

1. ALL DRYER CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

AC UNIT CHIMNEY SPECIFICATIONS:

1. ALL AC UNIT CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

HEATING CHIMNEY SPECIFICATIONS:

1. ALL HEATING CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

Cooling CHIMNEY SPECIFICATIONS:

1. ALL COOLING CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

WATER HEATER CHIMNEY SPECIFICATIONS:

1. ALL WATER HEATER CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

STOVE CHIMNEY SPECIFICATIONS:

1. ALL STOVE CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
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STOVE CHIMNEY SPECIFICATIONS:

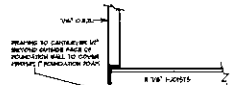
1. ALL STOVE CHIMNEY SHALL BE 1" MIN. THICK
CONCRETE BLOCK WITH 1" MIN. CONC. CORE
AND 1" MIN. CONC. FLOOR SLAB.

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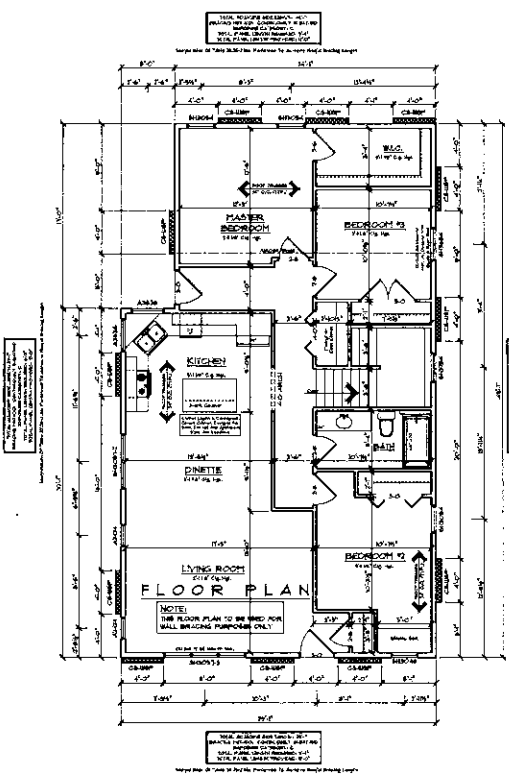


BOX BILL DETAIL
SCALE: 1/2" = 1'-0"

Lebanese Quality Homes

15-000-R

Wisconsin
BUILDING SUPPLY



SQUARE FOOTAGE:
 FIRST FLOOR: 1443
 COVERED PORCHES: 396

WALL BRACING LAYOUT PLAN

Scale: 1/8" = 1'-0"
 House Wall Ht.: 11'-0"
 Garage Wall Ht.: 10'-0"
 Top-Of-Wall-To-Ridge Ht.: 10'-4 7/8"
 Exterior Stud Spacing: 16" O.C.
 Seismic Design: II

GENERAL NOTES:

1. WALL BRACING SHALL BE INSTALLED IN ALL EXTERIOR WALLS OF THE HOUSE AND IN ALL GARAGE WALLS.
2. WALL BRACING SHALL BE INSTALLED IN ALL EXTERIOR WALLS OF THE HOUSE AND IN ALL GARAGE WALLS.
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WALL BRACING MATERIAL LEGEND

CR-100
 1x4 CR-100
 1x4 CR-100-1
 1x4 CR-100-2
 1x4 CR-100-3
 1x4 CR-100-4
 1x4 CR-100-5
 1x4 CR-100-6
 1x4 CR-100-7
 1x4 CR-100-8
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 1x4 CR-100-96
 1x4 CR-100-97
 1x4 CR-100-98
 1x4 CR-100-99
 1x4 CR-100-100

IMPORTANT NOTES:

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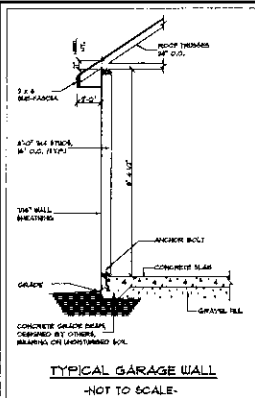
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WISCONSIN BUILDING SUPPLY

15-0318



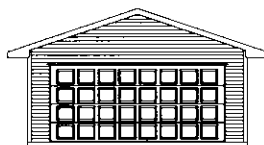
TYPICAL GARAGE WALL
-NOT TO SCALE-



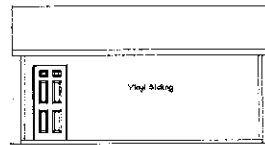
REAR ELEVATION
SCALE: 1/8" = 1'-0"



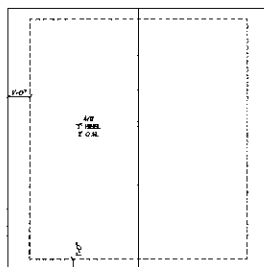
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



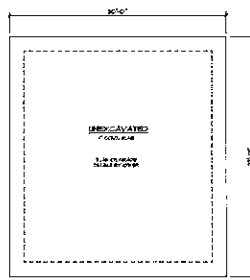
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



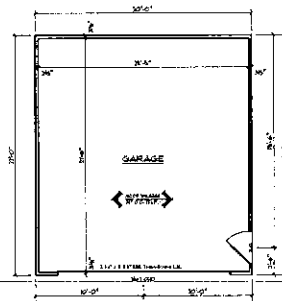
RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



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



FOUNDATION PLAN
THICKENED SLAB (DESIGNED BY OTHERS)
SCALE: 1/4" = 1'-0"



FLOOR PLAN
8'-4 1/2" WALL HGT.
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE:
GARAGE: 640 SQ. FT.

PLAN SPECIFICATIONS:

- 1. SEE CONSTRUCTION DETAILS AND ALL OTHERS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
- 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
- 4. THE GARAGE SHALL BE DESIGNED TO ACCOMMODATE TWO CARS.
- 5. THE GARAGE FLOOR SHALL BE CONCRETE ON GRAVEL FILL.
- 6. THE GARAGE WALLS SHALL BE CONCRETE ON GRAVEL FILL.
- 7. THE GARAGE ROOF SHALL BE SHINGLES ON 2x6 RAFTERS.
- 8. THE GARAGE DOOR SHALL BE A 16' x 8' DOUBLE DOOR.
- 9. THE GARAGE DOOR SHALL BE OPERATED BY A REMOTE CONTROL.
- 10. THE GARAGE SHALL BE VENTILATED BY NATURAL MEANS.
- 11. THE GARAGE SHALL BE FINISHED WITH VINYL SIDING.
- 12. THE GARAGE SHALL BE LIGHTED BY NATURAL LIGHT.
- 13. THE GARAGE SHALL BE HEATED BY A GAS FURNACE.
- 14. THE GARAGE SHALL BE COOLED BY A CENTRAL AIR CONDITIONER.
- 15. THE GARAGE SHALL BE INSULATED WITH FIBERGLASS BATT INSULATION.
- 16. THE GARAGE SHALL BE PROTECTED BY A FIRE ALARM SYSTEM.
- 17. THE GARAGE SHALL BE PROTECTED BY A SMOKE DETECTOR.
- 18. THE GARAGE SHALL BE PROTECTED BY A CARBON MONOXIDE DETECTOR.
- 19. THE GARAGE SHALL BE PROTECTED BY A SEISMIC RETENTION WALL.
- 20. THE GARAGE SHALL BE PROTECTED BY A TIE-BACK ANCHOR.
- 21. THE GARAGE SHALL BE PROTECTED BY A SOIL NAIL.
- 22. THE GARAGE SHALL BE PROTECTED BY A ROCK NAIL.
- 23. THE GARAGE SHALL BE PROTECTED BY A GROUND ANCHOR.
- 24. THE GARAGE SHALL BE PROTECTED BY A TIE-BACK ANCHOR.
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Wisconsin BUILDING SUPPLY

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.10.

Consideration with possible action on a substantial amendment to the 2018 Annual Action Plan transferring \$10,000.00 in CDBG funding from the CDBG Eligible Area Projects to Public Service to fund a newly created Housing and Zoning Inspection Assistant position.

BACKGROUND

In efforts to more proactively work within our more challenged neighborhoods, staff would like to create a new Housing and Zoning Inspection Assistant position. This position would assist the housing and zoning inspectors in the follow-up of existing complaints. The workload is highest in the summer months. By assisting the inspectors in determining if work has been completed, faster complaint close-out will be realized. It will also assist in the follow-up of exterior garbage complaints that could lead to decreased rodent complaints.

Human Resources will work with staff to finalize the job description and determine an appropriate wage. We have budgeted \$12.00 per hour. The position will work 40 hours per week for approximately 3-4 months. The \$10,000.00 allocation covers the cost of wages (of approximately 8,300) as well as cell phone, computer, and uniform costs.

RECOMMENDATION

Approve the substantial amendment to the 2018 Annual Action Plan transferring \$10,000.00 in CDBG funding from the CDBG Eligible Area Projects to Public Service to fund a newly created Housing and Zoning Inspection Assistant position.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.I I.

Consideration with possible action to award RFB #3135, Skywalk Window Pane Replacements, to low bidder Tri City Glass and Door for \$20,150.00.

BACKGROUND

In March the RDA approved going out to bid to replace the windows in the Skywalk that connects the KI/Hyatt to the ramp.

An RFB went out and two (2) bidders responded. DPW staff recommend awarding the contract to to lowest qualified bidder Tri-City Glass for \$20,150.00.

RECOMMENDATION

Award RFB #3135, Skywalk Window Pane Replacements, to low bidder Tri City Glass and Door for \$20,150.00.

FISCAL IMPACT

ATTACHMENTS

- I. #3135 Bid Summary Skywalk Windows

CITY OF GREEN BAY QUOTE SUMMARY**RFB #3135****Replacement of Skywalk Window Panes**

Dept: RDA	Req #	VENDOR #1	VENDOR #2
Planholders: 8 Vendors	CC #910	TRI CITY GLASS & DOOR	OMNI GLASS & PAINT INC
Issued: 3/15/19	Due: 4/10/19	Appleton	Oshkosh
DESCRIPTION		PRICE	PRICE
LUMP SUM COST of all labor, materials and equipment necessary to perform the replacement of skywalk window panes per specifications:		\$ 20,150	\$ 29,964
Manufacture of Panes:		Custom Glass Products	AGC/Custom Glass Products
Lead Time for delivery & complete installation:		60 Days	Materials - 4 weeks following notice to proceed, Install duration +/- 6 working days
Payment Terms Net 30 Early Payment Discount:		Net 30	1%
Accepts credit card payments:		Yes	No
SOQ Expires:		4/5/2020	3/26/2020

Recommendation: Award to the lowest responsive, responsible vendor Tri City Glass & Door for \$20,150.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 7, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.I.

Financial report and check register.

BACKGROUND

Informational.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Check Register
2. RDA Financial Report 2019

City of Green Bay RDA
Check Register
30-Apr

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
21002	04/12/2019	BROWN COUNTY REGISTER OF DEEDS	60.00
21003	04/12/2019	WISCONSIN PUBLIC SERVICE CORPORATION	164.52
21004	04/12/2019	NEIGHBOR-WORKS GREEN BAY	4,615.63
21005	04/12/2019	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	1,000.00
21006	04/12/2019	SHEFCHIK INC.	10,000.00
21007	04/12/2019	TRANS UNION, LLC	40.00
21008	04/12/2019	KENT HUTCHISON	7,500.00
21009	04/12/2019	P&G UMENTUM CONSTRUCTION LLC.	5,044.00
21010	04/29/2019	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	2,200.00
21011	04/29/2019	BERNERS SCHOBER ASSOCIATES, INC	1,300.75
21012	04/29/2019	CITY OF GREEN BAY	24,545.46
21013	04/29/2019	REMODEL SHOP	1,484.00
21014	04/29/2019	SERVICE MASTER RECOVERY BY RESTORATION HOLDINGS	5,000.00
			62,954.36

Redevelopment Authority
Financial Report
CDBG
4/30/2019

	2019 Budget	2018 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	200,300.00	-	-	-	200,300.00
Public Works Improvements	-	207,281.41	-	-	-	207,281.41
Public Service	-	62,408.97	-	10,525.31	-	51,883.66
Fair Housing	-	23,750.00	-	3,750.00	-	20,000.00
CDBG Eligible Areas	-	278,167.35	2,246.23	16,635.82	99,932.03	163,845.73
CDBG Eligible Areas-Beautificatio/Art	-	50,000.00	-	7,500.00	-	42,500.00
CDBG Eligible Areas-Lead Lines	-	25,000.00	-	-	-	25,000.00
Economic Development	-	88,084.39	52,637.29	-	-	140,721.68
ED Blight Elimination-Walnut Street	-	89,904.86	-	3,078.75	-	86,826.11
ED Façade & Demo Loans	-	50,000.00	-	-	-	50,000.00
Administration	-	150,810.40	-	30,527.72	-	120,282.68
	\$ -	\$ 1,225,707.38	\$ 54,883.52	\$ 72,017.60	\$ 99,932.03	\$ 1,108,641.27

Redevelopment Authority
Financial Report
CDBG
4/30/2019

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Redevelopment Authority
Financial Report
HOME
4/30/2019

	2019 Budget	2018 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	350,881.55	46,811.25	34,741.00	123,899.02	239,052.78
Housing Development Projects	-	475,599.96	-	81,075.00	288,532.96	105,992.00
CHDO Projects	-	4,615.63	-	-	4,615.63	-
Downpayment Closing Cost Assistance	-	100,000.00	-	-	-	100,000.00
Administration	-	52,575.56	5,201.25	14,859.06	-	42,917.75
	\$ -	\$ 983,672.70	\$ 52,012.50	\$ 130,675.06	\$ 417,047.61	\$ 487,962.53