



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MARCH 24, 2020, 1:30 PM

Special Virtual Meeting

Broadcast live at: <https://www.youtube.com/CityOfGreenBay>

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 March 24, 2020, meeting of the Redevelopment Authority.

C. Approval of Minutes.

- I. Approval of the minutes from the February 11, 2020, meeting of the Redevelopment Authority.

D. Regular Business.

- I. Election of Officers - Chair, Vice-Chair, and Secretary.
2. Selection of members to serve on various subcommittees of the Redevelopment Authority.
3. Consideration with possible action on communication from Ald. Johnson (District 9) "To direct the Redevelopment Authority to initiate negotiations to purchase 927 Liberty Avenue utilizing neighborhood enhancement funds, block grant or other funding resources available to the City of Green Bay or RDA."
4. Consideration with possible action on communication from Ald. Wery (District 8) on "Request to purchase and remove 1077 and 1079 Shawano Ave."
5. Consideration with possible action on communication from Ald. Johnson (District 9) on "Creation of an emergency relief fund to provide loans to assist small business owners with the impacts of coronavirus (COVID-19)."

6. Consideration with possible action on Term Sheet with Merge, LLC for a development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556).

The 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.

7. Consideration with possible action on communication from Ald. Johnson (District 9) "To create a policy guaranteeing City Council oversight and disbursement of funds related to Affordable Housing Extension Resolutions for TIDs 7, 8, and 12."
8. Consideration with possible action on the acquisition of 301-303 South Quincy Street (Tax Parcel 14-491) using Neighborhood Enhancement Funds.
9. Consideration with possible action on the adoption of the Curb Appeal Grant into the Neighborhood Enhancement Fund programming.
10. Consideration with possible action on awarding the Annual IT Service Contract and software licensing for KI Convention Center to Elevate 97.
11. Consideration with possible action to partner with the City of Green Bay Parks Department in the purchase of 601 St. George Street for trail expansion and housing development.

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.

12. Consideration with possible action on the transfer of \$50,000.00 of CDBG funds from the 2019 CDBG Eligible Area Projects budget to the 2019 ED Facade and Demo budget.

E. Informational.

1. Financial report and check register.
2. Director's report and project updates.
 - a. RDA Property Disposition Plan
 - b. On Broadway, Inc. - S.A.S.S. (Street Art Silver Series)
3. Next meeting: April 14, 2020 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, FEBRUARY 11, 2020, 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 J. Delveaux, Deby Dehn, Barbara Dorff, Kathy Hinkfuss, Members

Excused: James Blumreich, Matt Schueller, Melanie Parma

Liaisons Present: Jeff Mirkes, Leah Weycker

B. APPROVAL OF THE AGENDA.

I. Approval of the agenda for the February 11, 2020, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to approve the agenda for the February 11, 2020, meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the minutes from the January 14, 2020, meeting of the Redevelopment Authority.

Moved by Deby Dehn, seconded by Ald. Barbara Dorff to approve the minutes from the January 14, 2020, meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

D. REGULAR BUSINESS.

I. Consideration with possible action on awarding the 2019 Fair Housing Services Request for Proposals (RFP) in the amount of \$20,000.00 to Metropolitan Milwaukee Fair Housing Council (MMFHC).

Moved by Deby Dehn, seconded by Kathy Hinkfuss to award the 2019 Fair Housing Services Request for Proposals (RFP) in the amount of \$20,000.00 to Metropolitan Milwaukee Fair Housing Council (MMFHC). Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

2. Consideration with possible action on awarding the 2019 HOME Downpayment/Closing Cost Assistance Request for Proposals (RFP) in the amount of \$100,000.00 to NeighborWorks Green Bay.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to award the 2019 HOME Downpayment/Closing Cost Assistance Request for Proposals (RFP) in the amount of \$100,000.00 to NeighborWorks Green Bay. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

3. Consideration with possible action on Commercial Facade Improvement Grant funds to Olde Town Crossing Business Condominium Association for enhancements to 1240, 1238, and 1236 Main Street (Tax Parcel # 8-848).

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to approve a \$8,664.00 grant to the Olde Town Crossing Business Condominium Association. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None

E. INFORMATIONAL.

I. Financial report and check register.

No action was taken.

2. Director's report and project updates.

Kevin Vonck provided the Director's report and project updates.

3. Next meeting: March 10, 2020 at 1:30 PM.

F. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to adjourn. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn, No- None, Abstain- None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

AGENDA ITEM # D.2

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

BACKGROUND

The following subcommittees were appointed on March 12, 2019:

Funding Administration Subcommittee

Jim Blumreich, Melanie Parma, Ald. Barbara Dorff, Deby Dehn

Real Estate Subcommittee

Melanie Parma, Matt Schueller, Kathy Hinkfuss

Community Development Revolving Loan Fund

Matt Schueller, Jim Blumreich

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.3

Consideration with possible action on communication from Ald. Johnson (District 9) "To direct the Redevelopment Authority to initiate negotiations to purchase 927 Liberty Avenue utilizing neighborhood enhancement funds, block grant or other funding resources available to the City of Green Bay or RDA."

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

To refer to staff and report back to RDA in April 2020.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA-JOHNSON
2. I-1600

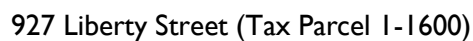


PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 03/03/2020
Request of Alderperson Brian Johnson
Refer to: RDA

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

To direct the Redevelopment Authority
to initiate ~~the~~ negotiations to purchase
927 Liberty Ave utilizing
neighborhood enhancement funds, block
grant or other funding resources
~~available~~ available to the City of
Green Bay or RDA.



100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.4

Consideration with possible action on communication from Ald. Wery (District 8) on "Request to purchase and remove 1077 and 1079 Shawano Ave."

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

To refer to staff and report back to RDA in April 2020.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. WERY-200320_Redacted
2. 3-228 and 3-229

Kevin Vonck

From: Chris Wery <chriswery@att.net>
Sent: Tuesday, March 10, 2020 8:26 PM
To: Kris Teske; Cheryl Renier-Wigg; Kevin Vonck
Subject: Communication

Howdy,

To: Redevelopment Authority
Re: Request to purchase and remove 1077 and 1079 Shawano Ave.

[REDACTED]

Thanks,

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay



Redevelopment Authority of the City of Green Bay



1077 Shawano Ave (Tax Parcel 3-229) and 1079 Shawano Ave (Tax Parcel 3-228)

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.5

Consideration with possible action on communication from Ald. Johnson (District 9) on "Creation of an emergency relief fund to provide loans to assist small business owners with the impacts of coronavirus (COVID-19)."

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

To refer to staff and report back to RDA in April 2020.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. ALD JOHNSON 03172020



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 03-17-2020
Request of Alderperson Brian Johnson
Refer to: RDA

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

For consideration and possible action
on the creation of an emergency
relief fund ^{to provide loans} to assist small
business owners with the impacts
of coronavirus (COVID-19).



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.6

Consideration with possible action on Term Sheet with Merge, LLC for a development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556).

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

BACKGROUND

A Developer, Merge Urban Development (Merge, LLC), intends to complete a Project, which involves the construction of a four (4)-story mixed-use structure (Building One) with approximately one hundred twenty-nine (129) market-rate rental units, approximately four thousand (4,000) square feet of restaurant and/or retail space, and approximately thirty-two (32) covered parking spaces; a four (4)-story residential structure (Building Two) with approximately ninety-six (96) market-rate rental units; and associated private balconies, patio terraces with outdoor seating and gathering areas, kayak and fishing storage, surface parking, landscaping, and related improvements.

The Project aligns with our departmental vision of creating more accessible, productive, innovative, and resilient places, experiences, and scenes, as it will:

- remediate environmental contamination and enhance the physical landscape
- build new structures with high-performance designs, systems, and finishes
- create a significantly higher per-acre property value than adjacent properties and the City average
- generate property taxes greater than the cost of providing infrastructure and services
- build new structures for individuals of all ages and abilities
- be located in a place accessible to pedestrians, bicyclists, and transit riders
- expand non-motorized transportation networks
- expand our range of residential and commercial real estate products
- create and/or enhance unique public spaces, amenities, and art

As of January 1, 2020, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

- Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Zero dollars (\$0.00) 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 \$24.07); and
- Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars (\$21,000,000.00) which is anticipated to yield approximately:

- Five hundred five thousand, four hundred seventy dollars (\$505,470.00) in total real estate taxes annually (assessed mill rate of \$24.07);
- Five hundred five thousand, four hundred seventy dollars (\$505,470.00) 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 \$24.07); and
- One hundred ninety-eight thousand, six hundred sixty dollars (\$198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Twenty-Two: The Shipyard (“TID 22” or the “TID”), which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet with Merge, LLC for a development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556), subject to minor legal and technical changes.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

- Transfer of the Property to the Developer for the sum of one dollar (\$1.00), less a fifty (50)-foot wide public parcel along the waterfront
- Public improvements, including improvements to Arndt and Bridge Streets, safer crossings of the CN rail tracks, access to surface parking spaces along Broadway, and completion of the Shipyard
- Private improvements, including site fill and environmental remediation
- A PAYGo Reimbursement of no more than seventy percent (70%) of the Available Tax Increment for the Property, with a cap of six million dollars (\$6,000,000.00)

No levy dollars will be used for this project.

ATTACHMENTS

- I. 8.1 - Shipyard - Merge - 3-551 - Term Sheet - 200306 - RDA



City of Green Bay
Department of Community and Economic Development

TERM SHEET 20-01
MERGE @ THE SHIPYARD

This Term Sheet is made this _____ day of _____, 2020,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MERGE, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
3-551	239 Arndt St.	4.67	\$0.00
3-554-A	101 Bridge St.	0.29	\$0.00
3-556	119 Bridge St.	0.70	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B. The City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds, which shall illustrate all new parcels created through the actions of Section III. B. 1., and which is herein attached as EXHIBIT C.
- C. Developer intends to complete a Project, which involves the construction of a four (4)-story mixed-use structure (Building One) with approximately one hundred twenty-nine (129) market-rate rental units, approximately four thousand (4,000) square feet of restaurant and/or retail space, and approximately thirty-two (32) covered parking spaces; a four (4)-story residential structure (Building Two) with approximately ninety-six (96) market-rate rental units; and associated private balconies, patio terraces with outdoor seating and gathering areas, kayak and fishing storage, surface parking, landscaping, and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D.
- D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars (\$0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:
1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$24.07);
 2. Zero dollars (\$0.00) 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 \$24.07); and

3. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars (\$21,000,000.00) which is anticipated to yield approximately:
1. Five hundred five thousand, four hundred seventy dollars (\$505,470.00) in total real estate taxes annually (assessed mill rate of \$24.07);
 2. Five hundred five thousand, four hundred seventy dollars (\$505,470.00) 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 \$24.07); and
 3. One hundred ninety-eight thousand, six hundred sixty dollars (\$198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.46).

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 Number Twenty-Two: The Shipyard (“TID 22” or the “TID”), which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach by pedestrians, bicyclists, and transit users, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, 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.

II. 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. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:
 - a) The City and/or RDA shall convey the Property to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), which shall include:
 - (I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and
 - (II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way; and
 - (III) The City and/or RDA may grant the Developer easements to permit the construction, operation, and maintenance of a permanent patio, landscaping, berms and/or retaining walls as required by federal, state, and local floodplain regulations within the new right-of-way and/or City and/or RDA-owned parcel(s) described above in (I) and (II).
 - c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
 - d) The RDA shall take a Preferred Forgivable Equity Investment in the Project of eight hundred fifty thousand dollars (\$850,000.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to fifteen million dollars (\$15,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to fifteen million dollars (\$15,000,000.00) prior to January 1, 2024, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
2. Public Improvements. Prior to December 1, 2022, the City and/or RDA shall, at their expense, complete the following Public Improvements in accordance with all applicable codes and ordinances:
 - a) Arndt Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

- b) Bridge Street. Appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on Bridge Street between Broadway and the Fox River, in compliance with current industry standards.
 - c) Parking. Appropriate paving, landscaping, lighting, and other improvements required to provide parking spaces, which shall be made available to Developer on an as-available basis, for as long as such property remains undeveloped, with
 - (I) Approximately forty (40) parking spaces on the property located at 401 S. Broadway (Tax Parcel 3-568); and
 - (II) Approximately seventy (70) spaces on the property located at S. Broadway (Tax Parcel 3-568-I), 505 S. Broadway (Tax Parcel 2-946), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), and 517 S. Broadway (Tax Parcel 2-71).
 - d) The Shipyard. With substantial completion prior to June 1, 2022, the City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, which includes a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, play fountain or splash pad, and/or similar amenities; a floating dock for transient boaters and an accessible kayak launch; and a (shipping) container park with permanent and/or seasonal structures for food, beverage, retail, and recreation.
3. Property Improvements. The City and/or RDA shall complete the following improvements to the Property prior to conveyance of the Property to Developer, in accordance with all applicable codes and ordinances, with Developer review and comment prior to construction.
- a) Site Fill. The City and/or RDA shall remove and dispose of all necessary earthen material unsuitable for construction purposes and shall import a sufficient amount of customary and typical earthen material from a source selected by the City and/or RDA, compacted in place, to raise the existing elevation of the property above the existing base flood level established by the Federal Emergency Management Agency (FEMA), which is approximately four (4) feet above the current elevation.
 - b) Environmental Remediation. The City and/or RDA shall amend the environmental closure report in accordance with requirements of the Wisconsin Department of Natural Resources (herein "DNR") and take all such appropriate measures to implement such actions required to achieve compliance.
4. 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 make available not more than seventy percent (70%) of the remaining TIF Increment to the Developer.
- e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.

5. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

- a) Public Improvements, as defined in Section II. N., 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.

6. 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 seventy percent (70%) 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 six million dollars (\$6,000,000.00) 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, and 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.

III. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. 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. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly 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. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than twenty million dollars (\$20,000,000.00) in "hard" construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.

- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. 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. Developer shall submit proof 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. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that 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.
- J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that 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.

IV. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. 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. 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.
- D. 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.
- E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer

shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____, a member of MERGE, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MERGE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named
_____ and _____, 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.

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MERGE, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named
_____ and _____, 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.

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

EXHIBIT A Property Map



EXHIBIT B
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT C
Certified Survey Map (“CSM”)

[to be inserted]

EXHIBIT D
Preliminary Concept Plan

[to be inserted]



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.7

Consideration with possible action on communication from Ald. Johnson (District 9) "To create a policy guaranteeing City Council oversight and disbursement of funds related to Affordable Housing Extension Resolutions for TIDs 7, 8, and 12."

BACKGROUND

Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a tax increment district (TID) that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects.

In September 2019, Ald. Johnson requested that the RDA create a policy detailing how those funds should be allocated, with a mechanism for Council oversight and disbursement. This item was referred to staff to report back to the RDA in March 2020.

A draft policy for creating and administering a Tax Increment District Affordable Housing (TIDAH) Fund is attached. Staff is looking for input from the RDA and Council as to any changes that may be needed.

We are currently in the midst of a citywide housing study that will help us more accurately identify potential gaps in our current stock. With that, staff is recommending that this be referred back to staff to report back to the RDA in September after the study is completed in order to make adjustments if needed.

RECOMMENDATION

Refer to staff to report back in September 2020.

FISCAL IMPACT

Allocated staff time to prepare policy.

ATTACHMENTS

1. Ald. Johnson Communication - 190917
2. 6.2 - Fund - TIDAH - Policy - 200305



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 09-17-19

Request of Alderperson Brian Johnson

Refer to: ~~RDA~~ RDA

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

To create a policy guaranteeing
city council oversight ^{and disbursement} of funds
related to Affordable Housing Extension
Resolutions for TIDs 7, 8 and 12.



**Redevelopment Authority
of the City of Green Bay**

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) FUND POLICY

DRAFT: 5 MARCH 2020

I. Creation.

- I.1. Wis. Stats. §66.1105(6)(g) permits the City of Green Bay (City) to extend the life of a Tax Increment District (TID) that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and no less than seventy-five percent (75%) of said incremental property taxes from such additional year are allocated to affordable housing projects.
- I.2. The City shall establish a Tax Increment District Affordable Housing (TIDAH) Fund segregated account, from which all incremental property taxes collected under the provisions of Wis. Stats. §66.1105(6)(g) shall be placed.
- I.3. The Redevelopment Authority of the City of Green Bay (RDA) shall be responsible for management and administration of the TIDAH Fund.
- I.4. RDA shall approve and submit to the Common Council of the City for approval, no later than the 31st day of October each year, a plan that includes:
 - I.4.1. A summary of revenues and expenditures for the current calendar year;
 - I.4.2. Proposed allocations for program expenditures for the subsequent calendar year; and
 - I.4.3. Proposed adjustments to this policy to account for changes in inflation, cost of living, median income limits, and other market fluctuations; and
 - I.4.4. Priority neighborhoods towards which funds should be directed.

2. Purpose. The TIDAH Fund shall be used to improve housing stock within the corporate limits of the City, with emphasis on increasing the quantity and quality of affordable housing units.

2.1. Affordable housing shall defined as:

- 2.1.1. Housing units that cost no more than thirty percent (30%) of the gross monthly income of a household; and
- 2.1.2. Housing units targeted towards households earning less than or equal to [to be determined] percent (%%) of the Brown County median income, as defined by the U.S. Census Bureau.

2.2. Priority will be given to Projects that are on or within:

- 2.2.1. Properties owned by the RDA or City, especially those owned for long periods of time;
- 2.2.2. CDBG eligible census tracts;

2.2.3. Places accessible to pedestrians and bicyclists, and/or serviced by public transit.

2.3. The TIDAH Fund will be allocated to:

2.3.1. Larger multi-unit (rental or owner-occupied) development projects located outside of a TID;

2.3.2. Rehabilitation of multi-unit (rental or owner-occupied) structures;

2.3.3. RDA-led construction of new (rental or owner-occupied) single or multi-unit structures;

2.3.4. Home Improvement Loans for applicants who are not eligible under the HOME program.

3. Projects.

3.1. Priority will be given to Projects that:

3.1.1. create a higher per-acre property value than adjacent properties and the City average;

3.1.2. generate property taxes greater than the cost of providing infrastructure and services;

3.1.3. rehabilitate and/or build new structures for individuals of all ages and abilities;

3.1.4. are designed and built with options for conversion to alternative uses in the future;

3.1.5. remove blighted and neglected properties with high complaint and/or police call volumes;

3.1.6. rehabilitate and/or build new structures with high-performance designs, systems, and finishes;

3.1.7. remediate environmental contamination and/or enhance the physical landscape; and

3.1.8. create and/or enhance unique public spaces, amenities, and art.

3.2. Developer shall have in place and shall provide RDA proof of:

3.2.1. 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; and

3.2.2. Financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the RDA, to complete the Project according to the plans and specifications; and

3.2.3. For projects over five hundred thousand dollars (\$500,000.00), a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art, in accordance with RDA Resolution 19-03 Regarding Percent for Art.

3.3. A Project shall be limited by the following criteria:

3.3.1. The Project shall not be part of a Development Agreement with a TIF Incentive.

3.3.2. With the exception of Home Improvement Loans for applicants who are not eligible under the HOME program, the TIDAH Incentive shall be less than or equal to all of the following:

3.3.2.1. The amount of Developer equity in the Project;

3.3.2.2. Twenty percent (20%) of the Project budget; and

3.3.2.3. Five hundred thousand dollars (\$500,000.00).



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.8

Consideration with possible action on the acquisition of 301-303 South Quincy Street (Tax Parcel 14-491) using Neighborhood Enhancement Funds.

BACKGROUND

This property sits on the highly visible southeast corner of Stuart and South Quincy Streets. It is across from 308 South Quincy Street, which was a house built by NeighborWorks Green Bay as part of the New Homes in Your Neighborhood program in 2017. 301-303 South Quincy Street was built as a two-family unit, with each unit containing two bedrooms, sizable living and dining rooms and outdoor balconies. Over the years, the balconies were walled off to add an extra bedroom to each unit, increasing the density and diminishing the curb-appeal of the property. A fire in the lower unit kitchen has caused the house to be condemned and it now sits vacant, boarded up and even less attractive.

NeighborWorks Green Bay will be taking ownership of the property upon acquisition and will be funding a rehabilitation of the property that will completely update both kitchens, remove the added bedrooms, re-establish the exterior balconies and upgrade all of the mechanicals. The exterior of the property will receive a much needed face lift and the front curb cut will be removed, relocating all of the parking for the property behind the building. Once completed, NeighborWorks will keep the property in their rental portfolio.

RECOMMENDATION

Approve the acquisition of 301-303 South Quincy Street (Tax Parcel 14-491) utilizing \$40,000 of Neighborhood Enhancement Funds as well as \$15,000 from NeighborWorks Green Bay.

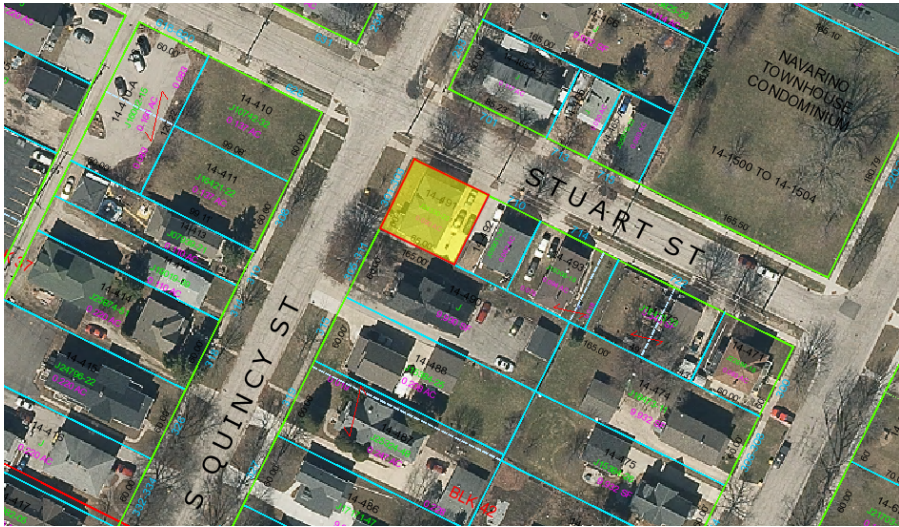
FISCAL IMPACT

RDA will be pairing up with NeighborWorks Green Bay to purchase this property for \$55,000. Financial contributions will include \$40,000 of Neighborhood Enhancement and \$15,000 from NeighborWorks.

ATTACHMENTS

1. Report Info - 301-303 S Quincy St
2. Priority Rating - 301-303 S Quincy St

301 South Quincy Street



Property Information:

Parcel ID 14-491
Lot Size..... 60' x 65'
Building SF..... 2,360 SF
Zoning.....Office Residential

Priority Rating: 95/100

Current Tax Information:

Land Value..... \$10,100
Improvement Value \$96,600
Total Assessed \$106,700

Purchase Price:
\$40,000 NEF
\$15,000 NeighborWorks Green Bay
\$55,000 Total

Neighborhood Enhancement Funds Priority Rating System

Address 301-303 S Quincy Street

Date 3/4/2019

30

After removal of the structure, the property is either a buildable lot, or the adjacent owners are willing to acquire the vacant property, or the property can be rehabilitated and sold.

30 points

Remnant unbuildable parcels are not advantageous for the City to own as they need to be maintained and are difficult to sell.

20

The negotiated price of the property is at or below assessed value according to the City of Green Bay's tax records.

20 points

This demonstrates the willingness of the owner to sell the property at a reasonable price, and allows more properties to be purchased or rehabilitated with limited funding.

20

The purchase of the property and its subsequent removal or rehab will remove blight from the block.

20 points

Properties will be selected based on overall and perpetual blighted conditions. Properties that are candidates for condemnation by the City Inspection Dept. will not be given priority.

15

The purchase and removal or rehabilitation of the property will lessen the density consistent with the zoning of the neighborhood.

15 points

Emphasis will be placed on properties that when purchased and removed or rehabilitated, will lessen the density of the neighborhood. An example of this would be the purchase of a 3-unit rental in a neighborhood zoned for single-family homes that is either removed or rehabilitated back into a single family house

10

The property is vacant.

10 points

Vacant property allows the City to proceed quickly with either removal or rehabilitation. Property management can be lengthy and costly. 6 month notices to vacate are required for all tenants.

0

The purchase of the property is part of a larger redevelopment area or project.

5 points

Emphasis will be placed on parcels that are in areas where other redevelopment is taking place such as CDBG target areas or areas where private development is occurring. The removal or renovation of these properties will enhance the other funding sources being pooled in the area.

95

TOTAL POINTS



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.9

Consideration with possible action on the adoption of the Curb Appeal Grant into the Neighborhood Enhancement Fund programming.

BACKGROUND

The Curb Appeal Grant program was developed in 2019 as an assistance program for property owners within the Shipyard Neighborhood to improve the appearance and quality of their property and to promote reinvestment in Green Bay's housing stock. This was originally implemented as a response to The Shipyard Neighborhood Investment Strategy's Goal #1: Increase Property Values Through Improvement to Overall Curb Appeal. A lack of property maintenance and site improvements in housing often generates an image of disinvestment on a neighborhood scale.

The Curb Appeal Grant program provides a 75% matching grant as an incentive to property owners to enhance the exterior appearance of their property. The program is available to both owner-occupied and rental residential properties within the Shipyard Area Neighborhood.

Attached are the current Curb Appeal Grant program guidelines. These guidelines will be modified by Staff in subsequent years to include other target neighborhoods that are identified and determined as eligible. The criteria for those eligible neighborhoods will be further discussed at a future RDA meeting. We will continue to focus our efforts on the Shipyard Neighborhood at this time.

RECOMMENDATION

Approve the adoption of the Curb Appeal Grant into the Neighborhood Enhancement Fund programming.

FISCAL IMPACT

\$50,000 of 2018-2020 Neighborhood Enhancement funding will be allocated.

Grant structure will remain as approved for pilot program:

- Landscaping – Maximum grant \$1,000 (additional investment by owner \$250).
- Exterior building/structure rehabilitation – Maximum grant \$2,500 (additional investment by owner \$625).
- Site improvements – Maximum grant \$5,000 (Additional investment by owner \$1,250).

ATTACHMENTS

1. 2019 Curb Appeal Tracking
2. Curb Appeal - Program Guidelines

Address	Application Date	Completion Date	Grant Type	Project Costs	Grant Awarded
328 S Chestnut Ave	7/22/2019	10/9/2019	Site Improvements	\$6,038.19	\$4,528.64
			Building Maintenance	\$8,467.00	\$2,500.00
504 Clinton St	8/16/2019	9/26/2019	Site Improvements	\$2,709.44	\$2,032.08
318 S Chestnut Ave	8/26/2019	In Progress*	Building Maintenance	\$2,723.00	\$2,042.25
			Landscaping	\$500.00	\$375.00
305 S Maple Ave	8/30/2019	1/17/2020	Building Maintenance	\$9,042.68	\$2,500.00
			Landscaping	\$1,200.00	\$900.00
122 S Maple Ave	7/25/2019	In Progress*	Site Improvements	\$7,353.77	\$5,000.00
508 Clinton St	9/12/2019	In Progress*	Landscaping	\$3,000.00	\$1,000.00
			Site Improvements	\$1,600.00	\$1,200.00
810 S Chestnut Ave	9/23/2019	11/7/2019	Landscaping	\$1,222.43	\$1,000.00
			Building Maintenance	\$5,700.11	\$2,500.00
			Site Improvements	\$7,208.45	\$5,000.00
230 S Maple Ave	9/24/2019	In Progress*	Building Maintenance	\$5,500.00	\$2,500.00
530 S. Maple Ave	9/24/2019	In Progress*	Landscaping	\$2,250.00	\$1,687.50
			Building Maintenance	\$4,200.00	\$2,500.00
			Site Improvements	\$4,344.00	\$1,823.48
507 3rd Street	10/4/2019	In Progress*	Building Maintenance	\$1,021.07	\$765.80
506-508 Howard St	10/4/2019	In Progress*	Landscaping	\$2,800.00	\$1,000.00
			Building Maintenance	\$1,350.00	\$1,012.50
			Site Improvements	\$4,200.00	\$3,150.00
*Project costs and grant awarded are estimated				\$82,430.14	\$45,017.25

Funding Percentages		
Private funding	\$37,412.89	45.4%
Curb Appeal Grant	\$45,017.25	54.6%

Funding Percentages for Completed Projects		
Private funding	\$20,627.58	49.6%
Curb Appeal Grant	\$20,960.72	50.4%



CURB APPEAL GRANT PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PROGRAM GUIDELINES

The City of Green Bay Curb Appeal Program is an assistance program for property owners to improve the appearance and quality of their property and enhance neighborhood aesthetic appeal.

PROGRAM OBJECTIVES

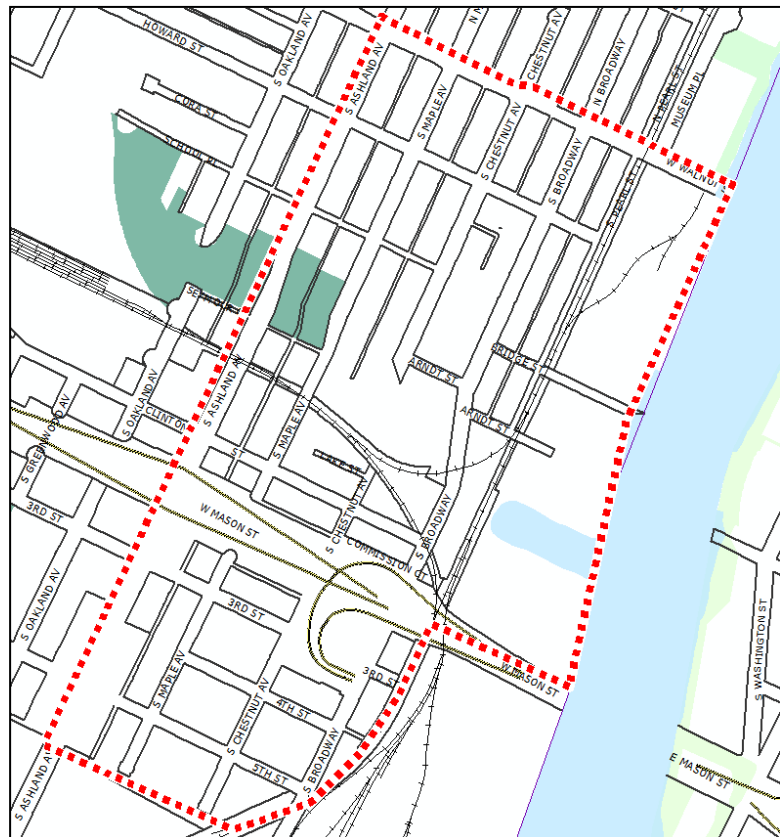
1. To assist in overall Shipyard Area revitalization and improve its appearance and image.
2. To help raise and improve the value of housing within the Shipyard Area Neighborhood.
3. To help provide property owners in the Shipyard Area Neighborhood resources to make improvements to the exterior of their homes and their property.
4. To help leverage larger improvement projects and investment that may not otherwise take place.
5. To create a positive influence on surrounding properties and encourage further investment by neighboring and nearby property owners.

PROGRAM OVERVIEW/APPLICABILITY

The Curb Appeal Program provides a matching grant as an incentive to property owners to enhance the exterior appearance / "curb appeal" of their property. The program is available to owners of residentially used properties within the Shipyard Area Neighborhood, which is bound by Walnut St. on the North, Ashland Ave. on the West, 6th St. on the South, and the Fox River on the East (see map). Participants in the program must provide a minimum of 25% matching funds. Maximum grant levels are tiered depending on the type of project(s) proposed as follows:

1. Landscaping - Maximum grant \$1,000 (75% of project cost up to \$1,000).
2. Exterior building rehabilitation - Maximum grant \$2,500 (75% of project cost up to \$2,500).
3. Site improvements - Maximum grant \$5,000 (75% of project cost up to \$5,000).

Participants are encouraged to go above the grant cap with improvements and to compliment funds from this program with other housing programs.



ADMINISTRATION

The Department of Community and Economic Development will administer the Curb Appeal Program. Representatives can be reached at the Department of Community and Economic Development, 100 North Jefferson Street, Room 608, Green Bay, WI 54301-5026 / 920-448-3400 / www.greenbaywi.gov.

PROGRAM ELIGIBILITY

This program is available to:

1. Residentially used owner-occupied or rental property within the Shipyard Area Neighborhood.
2. All projects must be visible from public sidewalk and/or street right-of-way (typically within the front or side yards).
3. If CDBG funds are utilized, the owner or tenant(s) must be low to moderate income and project include the Exterior Building Rehabilitation category with work done to the principal structure.

INELIGIBLE PROPERTIES

A property which has any of the following conditions is ineligible:

1. Not located within the limits of the Shipyard Neighborhood area.
2. Owner owes the City of Green Bay any money or debt such as delinquent property taxes and/or outstanding citations. This does not include loan balances associated with other City programs.
3. Has an open Correction Notice. Applications that are submitted for projects that will close a Correction Notice will be considered on a case-by-case basis.
4. Property that has received Curb Appeal Grant Program funds within any of the three categories are not eligible for another grant within the same category for a minimum of 12 months.
5. Properties owned by a current elected official of the City of Green Bay or by a government entity.

GRANT GUIDELINES

1. Applicants must submit a completed application packet, including “before” photos, prior to any work being completed in order to be considered for a Curb Appeal Grant Program.
2. The Curb Appeal Grant Program is for the most part a reimbursement grant. The applicant is required to pay all expenses related to their approved project and then submit for reimbursement from the City. At the discretion of the Program Coordinator, payment directly to professional contractors from the City may be applicable if the participant is low to moderate income.
3. For any painting or staining projects applicants are required to remove peeling paint and prime surfaces prior to painting or staining. Photo documentation of finished prep work is required. *Be aware lead based paint testing/remediation may be required but is an eligible for reimbursement.
4. Owner must agree to obtain all necessary approvals and permits, if needed.
5. All work must meet local, state and national standards and regulations.
6. All project participants will receive the EPA brochure “Protect Your Family from Lead in Your Home” and “The Lead Safe Certified Guide to Renovate Right”.

ELIGIBLE GRANT PROJECTS/EXPENDITURES

Items/projects that are eligible for reimbursement fall under three grant categories:

LANDSCAPING CATEGORY

Eligible Projects (must be visible from the public sidewalk or right of way):

1. Lawns
2. Landscape beds or planter areas
3. Tree and/or shrub maintenance or installation

Eligible Items for reimbursement for landscaping:

1. Soil, mulch, sod, landscape stone or other groundcover
2. Flowers, shrubs, bushes, trees or other vegetation
3. Landscape fabric, edging, and pavers
4. Other items may be eligible for reimbursement upon approval of the Program Coordinator

EXTERIOR BUILDING/STRUCTURE REHABILITATION CATEGORY

Painting/Staining

Eligible Painting/Staining Projects (must be visible from the public sidewalk or right of way):

1. Exterior washing of the primary building
2. Exterior painting of the primary building
3. Exterior painting of a detached garage or accessory building
4. Painting or staining of porches or decks
5. Painting or staining of fences
6. Other projects may be eligible upon approval of the Program Coordinator

Eligible Items for reimbursement for painting/staining projects:

1. Lead-based paint testing/remediation
2. Exterior paint/primer/stain
3. Brushes, rollers, scrapers or cleaners to remove existing paint
4. Painting tape, drop cloths and paint pans
5. Other items may be eligible upon approval of the Program Coordinator

Exterior Building/Structure Rehabilitation

Any material required to complete the exterior rehabilitation project that was included within the approved application. This does not include tools such as ladders, nail guns, etc.

Eligible Building Rehabilitation Projects (must be visible from the public sidewalk or right of way):

1. Re-roofing and/or re-siding of the primary building, detached garage, or accessory building
2. Tuck-pointing, masonry repair or reconstruction of the primary building, detached garages, existing masonry walls, or accessory structures
3. Repair or replacement of features on the primary building, detached garage, or accessory building including, but not limited to, the following:
 - Windows, doors and trim
 - Lighting
 - Gutters, soffit and fascia
 - Porches and/or decks, including railings and steps
4. Other projects may be eligible for reimbursement upon approval of the Program Coordinator.

SITE IMPROVEMENTS CATEGORY

Any material required to complete the site improvement that was stated on the approved application. This does not include tools such as ladders, nail guns, etc.

1. Repair, reconstruction, removal or installation of private walks, including masonry steps
2. Repair, reconstruction, removal or installation of driveways/driveway aprons
3. Repair, reconstruction, removal or installation of fencing

***LABOR**

Only professional labor can be claimed for reimbursement. Professional labor is someone other than the property owner/applicant who is trained and engaged in such work for a career. Professional labor is required to have a Wisconsin Builders License and be lead certified (if applicable). An invoice from an established professional detailing the work performed/completed and that indicates the invoice has been "Paid in Full" is required in order to be considered for reimbursement.

INELIGIBLE GRANT EXPENDITURES

Items/projects that are NOT eligible for reimbursement under the Curb Appeal Grant Program include, but are not limited to, the following:

1. Any item that is not visible from the public sidewalk or right of way
2. Any interior projects to the primary building, detached garage, or accessory buildings
3. Rental companies may not use this program to reimburse their own staff's labor expenses to complete their projects. Must be an outside contractor
4. Materials that have been purchased or projects that are started or underway prior to issuance of a signed Contract for Services and Grant Award Letter by the Curb Appeal Grant Program Coordinator
5. Owner, owner's family or owner's employees labor costs

APPLICATION

1. All applicants must submit a complete application in order to be considered for a Curb Appeal Grant Program. A complete application includes:
 - a. A completed Pre-Documentation Form. This Form must include an itemized description of the proposed project and an estimated cost for each item. Any item not listed will not be considered for reimbursement. If the project is being completed by a contractor, a signed copy of their estimate to complete the work must be attached.
 - b. Before photos of the proposed project. Applications will not be considered if before photos are not submitted.
 - c. A complete W-9 Form. A W-9 form must be submitted in order to be eligible for the program. This form is required in order to process reimbursement requests.
2. Once the application is considered complete, the Program Coordinator will review the application to ensure that the proposed project(s) is/are eligible under the Program's guidelines.
3. If the application meets program requirements, the Program Coordinator determines the amount of award, based on the estimated cost, grant caps, and required fund match.
4. An award letter will be sent to the applicant informing them that their application has been approved and indicating the estimated amount to be awarded. The applicant has twelve (12) months to complete the project(s).

REIMBURSEMENT

To receive reimbursement for completed projects the applicant must submit the following:

1. A completed Final Reimbursement Form/Worksheet. This Form must include a description of the proposed project(s) and the actual cost for each project. Any items not listed on the Pre-Documentation Form will not be considered for reimbursement.
2. Copies of receipts/paid invoices showing proof of purchase of the approved/completed items/materials for each project. The applicant is required to mark on their receipts which item(s) is/are being requested for reimbursement and what project they were for.
3. Final photo documentation of the completed project. ("After" Photos)
4. After the applicant submits all of the required information for reimbursement, the Program Coordinator reviews all information submitted to ensure it is eligible for reimbursement. The Program Coordinator also reviews the applicant's requested reimbursement amount to make sure the correct amount is stated on the form.
5. Once it is determined the request is complete, the Reimbursement Form and all receipts and/or paid invoices are forwarded to the City of Green Bay's Finance Department for reimbursement back to the participant/applicant.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # D.10

Consideration with possible action on awarding the Annual IT Service Contract and software licensing for KI Convention Center to Elevate 97.

BACKGROUND

The City previously had a contract with Cineviz that was taken over by Elevate 97 to supply the KI Convention Center (KICC) with technical support for the electronic signs at the KICC. They also supply the Four Winds interactive software package to run the signs at the KICC.

The technical support is \$9,680.00 for a block of 80 hours for the year and the Four Winds software is \$21,748.00 for the first year.

RECOMMENDATION

To award to the lowest responsive, responsible vendor, Elevate 97, Inc., for a (1) one year contract for \$31,428.00. This includes the maintenance and the licensing for Four Winds software.

FISCAL IMPACT

ATTACHMENTS

- I. Quote Summary

CITY OF GREEN BAY QUOTATION SUMMARY

RFQ #3210 - Maintenance/Hardware Service Contract

PO #

DEPT: Economic Development		REQ #	VENDOR #1		
Planholders: 12 Vendor		CC#93600	Elevate 97, Inc.		
ISSUED: 1/22/2020		DUE: 2/5/2020	Green Bay, WI		
		DESCRIPTION	PRICE		
		TOTAL COST OF ANNUAL SERVICE CHARGE WHICH INCLUDES: 1.Two (2) Scheduled Maintenance Visits per calendar year (4 hours each). 2.Eighty (80) hours of Service per year (Service will be documented and reported quarterly by awarded Vendor.	\$9,680.00		
			1 Year	2 Year	3 Year
		OPTIONAL: PRICE FOR SOFTWARE LICENSING FOR FOUR WINDS INTERACTIVE SOFTWARE:	\$ 21,748.00	\$ 43,496.96	\$ 65,245.20
TOTAL:			\$ 31,428.00		
PAYMENT TERMS: NET 30			Net 30		
EARLY PAYMENT DISCOUNT:					
COMPANY ACCEPTS P-CARD PAYMENTS:			No		

Recommendation: Award to the lowest responsive, responsible vendor Elevate 97, Inc. for a (1) one year Contract for \$31,428. This includes the Maintenance and the Licensing for Four Winds Software



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.I.I

Consideration with possible action to partner with the City of Green Bay Parks Department in the purchase of 601 St. George Street for trail expansion and housing development.

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

RDA staff, on behalf of the Parks Department, has been working towards the purchase of 601 St. George Street for the expansion of the East River Trail and future housing development. The property, zoned both commercial and residential, has been primarily used as a commercial property. The use conflicts with the residential neighborhood it is located in. It has three (3) storage/shop buildings on the site with four (4) tenants on site, all having month-to-month leases.

The purchase of this property would allow the East River Trail to continue to stay adjacent to the East River as well as provide two (2) sites that could be redeveloped for residential purposes.

The purchase would be made with a combination of City, DNR, and Neighborhood Enhancement funding.

RECOMMENDATION

To approve partnering with the City of Green Bay Parks Department in purchasing 601 St. George Street.

FISCAL IMPACT

ATTACHMENTS

- I. 601 St. George Street



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # D.12

Consideration with possible action on the transfer of \$50,000.00 of CDBG funds from the 2019 CDBG Eligible Area Projects budget to the 2019 ED Facade and Demo budget.

BACKGROUND

The RDA allocated \$50,000.00 in CDBG funds toward the Commercial Facade and Demolition Grant Program for the September 2019 to August 2020 grant cycle. As of February, RDA has obligated all but \$767.00 toward facade improvement projects. Staff has received additional applications from commercial property owners which will be considered by RDA in April, should additional funds be allocated to the program. Staff has examined current funding levels in other CDBG-funded programs and has identified \$50,000.00 that may be reallocated toward the Commercial Facade and Demolition Grant Program.

RECOMMENDATION

Approve the transfer of \$50,000.00 of CDBG funds from the 2019 CDBG Eligible Area Projects budget to the 2019 ED Facade and Demo budget.

FISCAL IMPACT

If approved, \$50,000 from the 2019 CDBG Eligible Area Projects budget would be reallocated to the 2019 ED Facade and Demo budget. This would result in an annual allocation of \$100,000 to the Facade and Demo Grant budget, with a current non-obligated program balance of \$50,767.00.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 24, 2020

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Register
2. RDA Financial Report 2020

City of Green Bay RDA
Check Register
2/29/2020

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21201	02/13/2020	CITY OF GREEN BAY	30,136.04
21202	02/13/2020	WISCONSIN PUBLIC SERVICE CORPORATION	149.47
21203	02/13/2020	TRANS UNION, LLC	100.00
21204	02/13/2020	REMODEL SHOP	15,188.70
21205	02/13/2020	PAT BLINDAUER HEATING & AIR CONDITIONING	3,395.00
21206	02/13/2020	SECURITY LUEBKE ROOFING, INC.	14,839.00
21207	02/13/2020	R AND J HOME REPAIRS	500.00
21208	02/28/2020	JACK BOMSKI CONSTRUCTION	18,800.00
21209	02/28/2020	GREATER GREEN BAY HABITAT FOR HUMANITY, INC.	28,074.00
21210	02/28/2020	GREEN BAY WATER UTILITY	83.95
21211	02/28/2020	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	1,500.00
21212	02/28/2020	MACHKOVICH ROOFING LLC	10,800.00
			123,566.16

Redevelopment Authority
Financial Report
CDBG
2/29/2020

	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	156,023.45	-	-	50,000.00	106,023.45
Public Works Improvements	-	130,736.79	-	-	50,000.00	80,736.79
Public Service	-	101,065.25	-	9,053.96	-	92,011.29
Fair Housing	-	24,100.00	-	-	-	24,100.00
CDBG Eligible Areas	-	280,426.93	10,848.52	229.16	-	291,046.29
CDBG Eligible Areas-Beautificatio/Art	-	54,394.00	-	-	-	54,394.00
Economic Development	-	423,499.08	10,826.83	-	-	434,325.91
ED Blight Elimination-Walnut Street	-	85,525.36	-	-	-	85,525.36
ED Façade & Demo Loans	-	77,846.50	-	-	-	77,846.50
Administration	-	177,746.91	-	15,271.38	-	162,475.53
	\$ -	\$ 1,511,364.27	\$ 21,675.35	\$ 24,554.50	\$ 100,000.00	\$ 1,408,485.12

Redevelopment Authority
Financial Report
HOME
2/29/2020

	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	327,051.10	24,867.90	6,372.83	115,870.87	229,675.30
Housing Development Projects	-	414,917.96	-	33,990.00	188,998.00	191,929.96
CHDO Projects	-	114,824.72	-	-	-	114,824.72
Downpayment Closing Cost Assistance	-	105,000.00	-	-	-	105,000.00
Administration	-	35,711.84	2,763.10	7,454.40	-	31,020.54
	\$ -	\$ 997,505.62	\$ 27,631.00	\$ 47,817.23	\$ 304,868.87	\$ 672,450.52