AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, APRIL 14, 2020, 1:30 PM

Telephonic Meeting
Public may also view at
www.youtube.com/CityOfGreenBay

A. Virtual Meeting Information

1. Please find information to join this meeting via Zoom along with instructions.

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the April 14, 2020, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the March 24, 2020, meeting of the Redevelopment Authority.

E. Regular Business.

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

2. Consideration with possible action on First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A).

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

3. Consideration with possible action on Obligations of Developer to Development Agreement 19-04 TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772).

4. Consideration with possible action on Consent to Assignment of the Management Agreement for the Green Bay (KI) Convention Center and Conference Center.

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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 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."

   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. Wery (District 8) on "Request to purchase and remove 1077 and 1079 Shawano Ave."

8. Consideration with possible action on Commercial Facade Improvement Grant funds to Paul D. Jacob for enhancements to 715 S. Broadway (Tax Parcel 2-100).

9. Consideration with possible action to authorize a Request for Proposals (RFP) for the Home Improvement Loan Program (HILP).

10. Consideration with possible action on a development agreement with LeMense Quality Homes for the property located at 827 9th Street (Tax Parcel 1-950) under the New Homes in Your Neighborhood program.

11. Consideration with possible action on "Abatement & Demolition Contract" RFP #3228.

12. Request to use $40,000 of Public Service CDBG funding for potential use with homelessness assistance related to the COVID-19 pandemic.

F. 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: May 12, 2020 at 1:30 PM.

G. 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.

Redevelopment Authority 4/14/2020

City Of Green Bay is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://zoom.us/j/503930209

Meeting ID: 503 930 209

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Dial by your location
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+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
Meeting ID: 503 930 209

Find your local number: https://zoom.us/u/ar8eimGum

Zoom Meeting Instructions

For Committee members and persons attending the meetings

1. You will receive a zoom meeting invitation from the host. It will be scheduled the same time as your meeting time.
2. The zoom invitation and these instructions will be the first agenda item for all meetings.
3. You can receive the invitation in an email or in a calendar invite.
4. Here is what a zoom meeting invitation will look like:

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.	The person who has invited you and is the host is named here.
Topic: A committee meeting 1/1/20	Host can choose a topic and description
Time: January 1, 2020 05:00 PM Central Time (US and Canada)	Host chooses the time and time zone. The host may allow you to join before the time. City meetings are recommended to let members join ahead of time.
Join Zoom Meeting https://zoom.us/j/810766649	This is what you'll use if you join via computer. City meetings are recommended to allow both phone and computer.
Meeting ID: 810 766 649 Password: 012345	This is the ID that you will input after you dial the telephone number Beginning in early April, Zoom has required a password for all meetings.
One tap mobile +19292056099,,810766649# US (New York) +13126266799,,810766649# US (Chicago)	If you're using a mobile telephone number, use can simply click on these numbers and they will appear on your smart phone. The pink is the telephone number and the green is the meeting id.
Dial by your location +1 929 205 6099 US (New York) +1 312 626 6799 US (Chicago) +1 669 900 6833 US (San Jose) +1 253 215 8782 US +1 301 715 8592 US +1 346 248 7799 US (Houston)	Use these numbers for all types of phones. The trick here is to dial the first number, and if that doesn't work, go down the list until you find a number that works. Usually the first or second number will work.
Meeting ID: 810 766 649	Repeating the meeting id.
Find your local number: https://zoom.us/u/adbdyTaAgU	If these above numbers don't work, click this link to find other, local numbers.

5. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must give their name and address
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
6. Once you are in the meeting please mute yourselves. City recommended practice is to:
    a. Allow a waiting room—this means the host will admit you to the meeting
    b. Mute upon entry—this means that your phone or computer will be muted when you are allowed into the meeting. You can still hear the meeting's proceedings.
7. Waiting room
    a. Committee members will remain in the meeting until it's concluded
    b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting). There is a

process the committee will undertake called "opening the floor." Persons interested in listening to the meeting can go to www.youtube.com/CityofGreenBay

c. The host of the meeting may ask you to identify yourselves, if you're calling in with a phone.

8. Using Zoom with a tablet or computer
    a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
    b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
9. Registering
    a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
    b. If you're using a phone, your registration will still be tied to an email.
10. Raising your hand
    a. Committee members—you can either use CivicClerk and request to speak or you can "raise your hand" in the zoom meeting (you'd need to use a computer or tablet) to let the host know you'd like to speak. You can also un-mute yourselves and start speaking.
    b. Persons on the agenda—you can "raise your hand" but you'd need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has "opened the floor for interested parties to speak." Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again. Once muted, you can still hear the meeting.
11. Staffing
    a. During a committee meeting, there will be at least one staff member in one of the recording rooms (council chamber, 207, 310, 604).
    b. The staff members will be the hosts of the meeting and will manage callers with muting and admitting.
12. What devices should I use?
    a. Smart phone (please see more detailed instructions on pages 3 and 4 for telephones)
    b. Land line
    c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You'll also be asked to verify your email.
    d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
    e. For tablet and computer users--if you download the app you will be asked to verify your email.
13. Zoom etiquette
    a. Muting yourselves when you're not talking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
    b. If you're using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number.
14. Closed session
    a. During this time when we are using virtual meetings, we may use YouTube (www.youtube.com/CityOfGreenBay) for the public. We can't turn-off the You Tube recording, so all closed session items will be discussed in an adjoining room, where there is no video equipment.
    b. Persons listening in will hear the committee take a vote to go into closed session and will then hear no voices until the committee returns.

Please allow yourself ample time to get set up before your meeting starts!
If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.

1. Review the calendar invite you received from the meeting host. DO NOT use the phone numbers listed in this image below – this is only an example!

City Of Green Bay is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
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Meeting ID: 288 005 8733

One tap mobile
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Dial by your location
+1 929 205 6099 US (New York)
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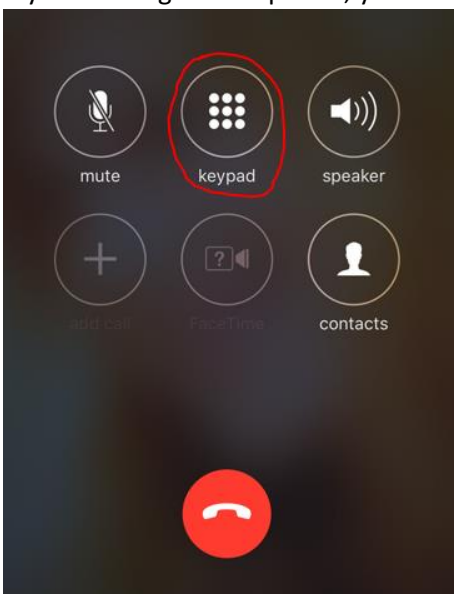
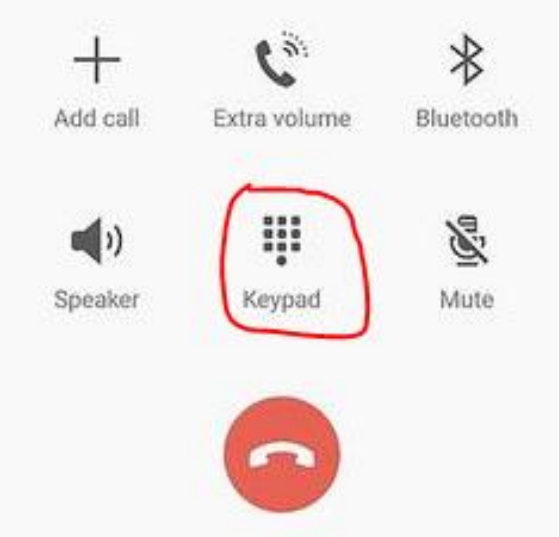
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
Meeting ID: 288 005 8733

Find your local number: https://zoom.us/u/ar8eimGum

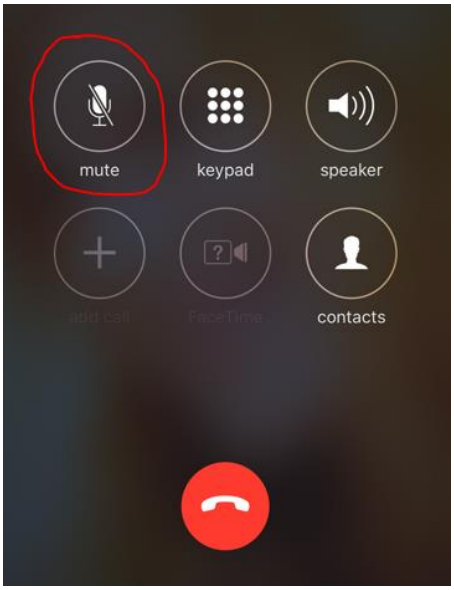
2. Use your phone to dial the phone number listed in Chicago location (red circle in example image above)
3. When prompted, enter the Meeting ID number (green circle in example image above) followed by **#**
   a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen

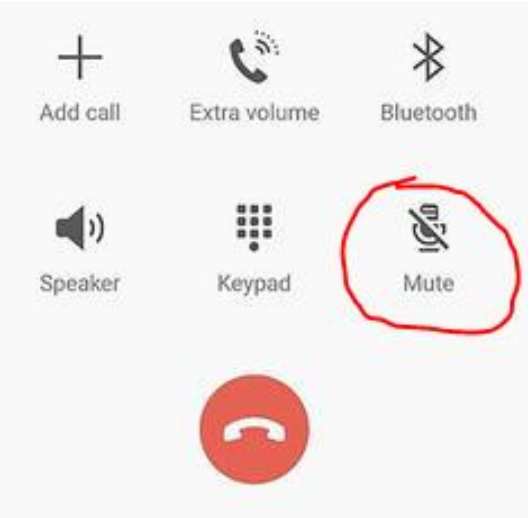




4. Once you are in the meeting, notify the meeting host that you are in and state your name.
5. If you do not need to talk, please make sure your phone is on **Mute**

a. If you're using a smartphone, look at your screen and click the Mute button





b. If you're using a computer, you should see a Mute button in the Zoom application

MINUTES 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.

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

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

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the March 24, 2020, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to approve the agenda for the March 24, 2020, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

C. APPROVAL OF MINUTES.

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

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the minutes from the February 11, 2020, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

D. REGULAR BUSINESS.

1. Election of Officers - Chair, Vice-Chair, and Secretary.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to nominate Gary Delveaux as Chair. Gary Delveaux asked three times if there were any other nominations. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by James Blumreich to nominate Matt Schueller as Vice-Chair. Gary Delveaux asked three times if there were any other nominations. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

Moved by James Blumreich, seconded by Matt Schueller to appoint Kevin Vonck as Secretary/Executive Director. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

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

This item is on hold until the next meeting.

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."

Moved by Ald. Barbara Dorff, seconded by James Blumreich to refer to staff and report back to RDA in April 2020. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

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

Moved by James Blumreich, seconded by Matt Schueller to refer to staff and report back to RDA in April 2020. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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)."

Moved by Ald. Barbara Dorff, seconded by James Blumreich to refer to staff and report back to RDA in April 2020. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to open the floor for discussion. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Dan Drendel gave a presentation for Merge LLC.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to close the floor for discussion. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Moved by Matt Schueller, seconded by James Blumreich to go into closed session. Motion carried. Matt Schueller read the closed session language.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Ald. Barbara Dorff to return to regular order of business. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Matt Schueller to 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, and direct staff to work on a Development Agreement as discussed in closed session. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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."

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to refer to staff to report back in September 2020. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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

Moved by James Blumreich, seconded by Ald. Barbara Dorff to approve the acquisition of 301-303 South Quincy Street (Tax Parcel 14-491) utilizing $55,000 of CDBG funds and then deed the property to NeighborWorks Green Bay, who will utilize up to $45,000 of CHDO funds for redevelopment. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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

Moved by Melanie Parma, seconded by Deby Dehn to approve the adoption of the Curb Appeal Grant into the Neighborhood Enhancement Fund programming. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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

Moved by James Blumreich, seconded by Melanie Parma to award to the lowest responsive, responsible vendor, Elevate 97, Inc., for a (1) one year contract for $31,428.00, which includes the maintenance and the licensing for Four Winds software. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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.

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Moved by Deby Dehn, seconded by Ald. Barbara Dorff to approve partnering with the City of Green Bay Parks Department in purchasing 601 St. George Street. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

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.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to 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. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Matt Schueller, Melanie Parma, Deby Dehn,
No- None, Abstain- None

E. INFORMATIONAL.

1. Financial report and check register.

No action was taken.

2. Director's report and project updates.
a. RDA Property Disposition Plan
b. On Broadway, Inc. - S.A.S.S. (Street Art Silver Series)

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

3. Next meeting: April 14, 2020 at 1:30 PM.

F. ADJOURNMENT.

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

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 14, 2020

AGENDA ITEM # E.1

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	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.2

Consideration with possible action on First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A).

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

The City, RDA, and a Developer (GB Real Estate Investments) entered into a Development Agreement ("Development Agreement") dated August 22, 2018. The Developer intends to complete a Future Project, which includes the demolition of existing structures, followed by the construction of five (5) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

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

- 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
- be located in a place accessible to pedestrians, bicyclists, and transit riders
- expand our range of residential real estate products

As of January 1, 2018, the Property has an aggregate assessed value of two hundred seventy four thousand, five hundred dollars ($274,500.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- Six thousand, six hundred seven dollars ($6,607.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Six thousand, six hundred seven dollars ($6,607.00) 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
- Two thousand, five hundred ninety six dollars ($2,596.00) 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 one million, eight hundred forty six thousand dollars ($1,846,000.00) which is anticipated to

yield approximately:

- Forty four thousand, four hundred thirty three dollars ($44,433.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Forty four thousand, four hundred thirty three dollars ($44,433.00) 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
- Seventeen thousand, four hundred sixty three dollars ($17,463.00) 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: Whitney Park ("TID 20" or the "TID"), which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve First Amendment to Development Agreement 18-04 Whitney Park Townhomes: Phase IV with GB Real Estate Investments for a project at 827 Cherry St., 205 N. Van Buren St., 207 N. Van Buren St., 213 N. Van Buren St., 215 N. Van Buren St., 219 N. Van Buren St., and 212 N. Van Buren St. (Tax Parcels 10-71, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-41, and 10-41-A), subject to minor legal and technical changes.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes a PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property, with a cap of two hundred seventy four thousand, five hundred dollars ($274,500.00).

No levy dollars will be used for this project.

ATTACHMENTS

1. 8.1 - WPTH - IV - 10-72 - Development Agreement - Amendment - 200414 - RDA
2. 8.1 - WPTH - IV - 10-72 - Development Agreement - 181005 - Executed

FIRST AMENDMENT TO

DEVELOPMENT AGREEMENT 18-04

WHITNEY PARK TOWNHOMES: PHASE IV

This First Amendment to Development Agreement ("Amendment")

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 GB REAL ESTATE INVESTMENTS, a Wisconsin limited liability company ("Developer").

RECITALS

A. The City, RDA, and GB REAL ESTATE INVESTMENTS entered into a Development Agreement ("Development Agreement") dated August 22, 2018.

B. The City, RDA, and GB REAL ESTATE INVESTMENTS desire to amend the Development Agreement as set forth in this Amendment.

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

AGREEMENTS

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 Amendment by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Amendment.

B. Amendment. Under RECITALS A., add:

Tax Parcel	Address	Acres	Assessed Value
10-72-C	215 N. Van Buren St.	0.044	$47,300.00
10-41	219 N. Van Buren St.	0.073	$59,500.00
10-41-A	223 N. Van Buren St.	0.089	$49,500.00

C. Amendment. Delete RECITALS B. and replace with: The parcels listed above shall be referred to as the "Property." The Property comprises approximately five hundred sixty four thousandths (0.564) acres of land. A map of the Property is herein attached as EXHIBIT A; legal description of the Property is herein attached as EXHIBIT B.

D. Amendment. Under RECITALS C., add: Developer intends to complete a Future Project, which includes the demolition of existing structures, followed by the construction of five (5) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The proposed Future Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

E. Amendment. Delete RECITALS D. and replace with:

As of January 1, 2018, the Property has an aggregate assessed value of two hundred seventy four thousand, five hundred dollars ($274,500.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. Six thousand, six hundred seven dollars ($6,607.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Six thousand, six hundred seven dollars ($6,607.00) 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. Two thousand, five hundred ninety six dollars ($2,596.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

F. Amendment. Delete RECITALS E. and replace with:

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, eight hundred forty six thousand dollars ($1,846,000.00) which is anticipated to yield approximately:

1. Forty four thousand, four hundred thirty three dollars ($44,433.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Forty four thousand, four hundred thirty three dollars ($44,433.00) 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. Seventeen thousand, four hundred sixty three dollars ($17,463.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

G. Amendment. Delete RECITALS F. and replace with: 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: Whitney Park ("TID 20" or the "TID"), which will provide part of the financing for certain costs of the Project.

H. Amendment. In Section II. D., delete "one hundred and eighteen thousand, two hundred dollars ($118,200.00)" and replace with: two hundred seventy four thousand, five hundred dollars ($274,500.00).

I. Amendment. In Section II. DEFINITIONS, add: V. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental

artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

J. Amendment. Delete Section III. C. 2. and replace with: Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of three hundred fifty thousand dollars ($350,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

K. Amendment. In Sections IV. A., IV. B., IV. C., IV. F., IV. G., and IV. H., delete "November 30, 2018" and replace with: November 30, 2020.

L. Amendment. In Section IV. C., add: 3. A line item of not less than ten thousand dollars ($10,000.00), which shall be specifically dedicated towards: a) Public Art on the Property; or b) Public Art within one-half (1/2) mile of the Property; or c) A separate Public Art project(s) approved by the RDA and GBPAC; or d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein.

M. Amendment. In Section VII. VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS, add: M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

N. Amendment. Remove "**EXHIBIT A** Property Map" and replace with "**EXHIBIT A** Property Map" as herein attached.

O. Amendment. Remove "**EXHIBIT B** Legal Description" and replace with "**EXHIBIT B** Legal Description" as herein attached.

P. Amendment. Add "**EXHIBIT C** Preliminary Concept Plan" as herein attached to "**EXHIBIT C** Preliminary Concept Plan".

Q. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is full force and effect.

R. Severability. If any provision of this Amendment 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.

S. Recording of Amendment. The City may record this Amendment or a Memorandum of this Amendment 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.

T. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 31, 2020, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

U. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

V. Signatures and Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
GB REAL ESTATE INVESTMENTS

By: _____

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ , a member of GB REAL ESTATE INVESTMENTS, 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 _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS

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 _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS

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

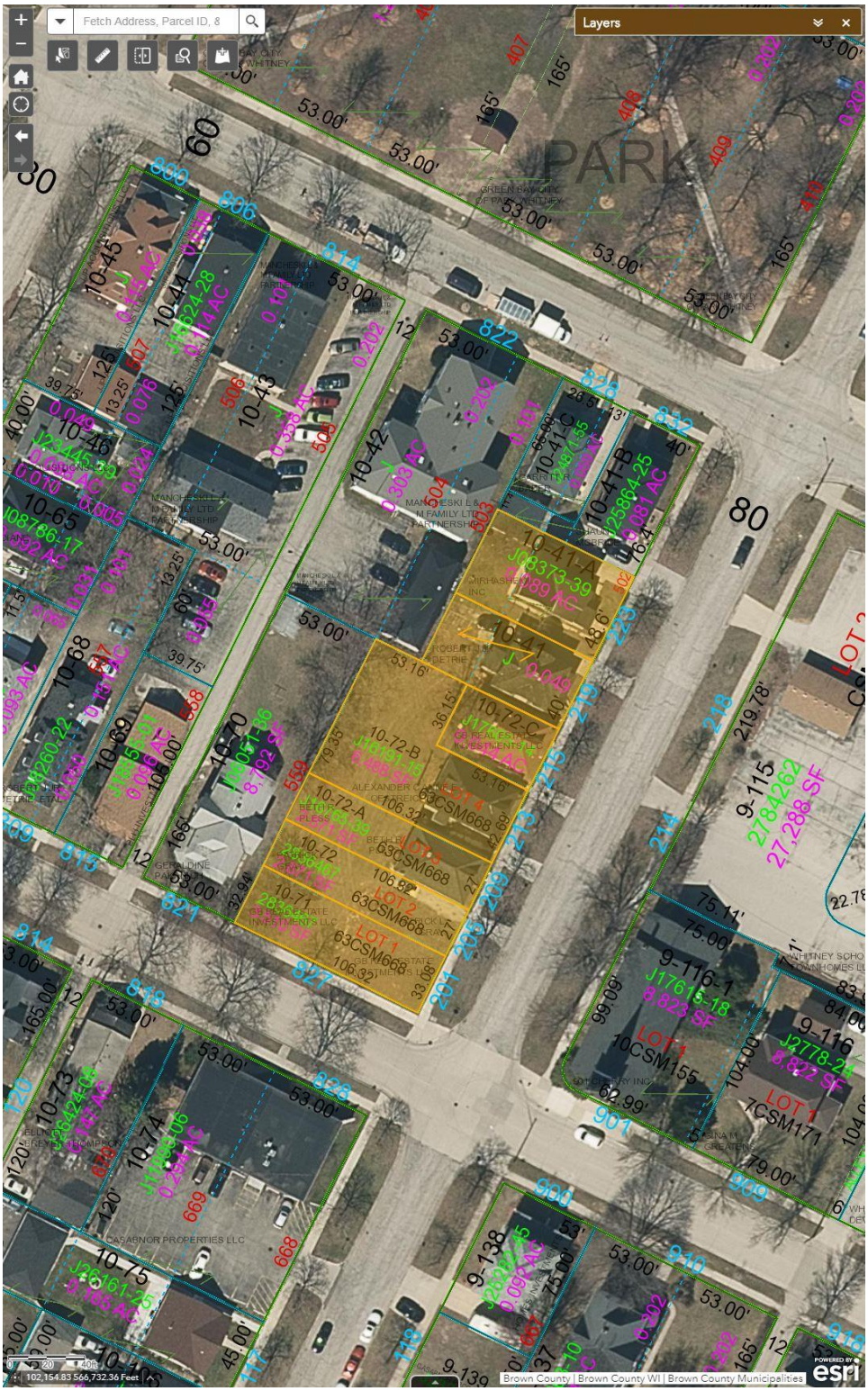


EXHIBIT B
Legal Description

827 Cherry Street: Tax Parcel 10-71
LOT 1 OF 63 CSM 668 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

205 N. Van Buren Street: Tax Parcel 10-72
LOT 2 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

207 N. Van Buren Street: Tax Parcel 10-72-A
LOT 3 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

213 N. Van Buren Street: Tax Parcel 10-72-B
LOT 4 OF 63 CSM 668 MAP 8969 IN 2837387 BNG PRT OF PLAT OF NAVARINO LOTS 560 & 561

215 N. Van Buren Street: Tax Parcel 10-72-C
NAVARINO PLAT ONLY 36 FT OF LOT 561

219 N. Van Buren Street: Tax Parcel 10-41
NAVARINO PLAT S 40 FT OF LOT 502 & S 40 FT OF E 1/2 OF LOT 503

223 N. Van Buren Street: Tax Parcel 10-41-A
NAVARINO PLAT N 48.6 FT OF THE S 86.6 FT OF LOT 502 & N 48.6 FT OF S 86.6 FT OF T HE E 1/2 OF LOT 503

EXHIBIT C
Preliminary Concept Plan

DEVELOPMENT AGREEMENT 18-04

WHITNEY PARK TOWNHOMES: PHASE IV

This Development Agreement is made this 22 day of AUGUST, 2018,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and GB REAL ESTATE INVESTMENTS, 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:

Tax Parcel	Address	Acres	Assessed Value
10-71	827 Cherry St.	0.20	$0.00
10-72	829 Cherry St.	0.07	$0.00
10-72-A	205 N. Van Buren St.	0.05	$64,800.00
10-72-B	211 N. Van Buren St.	0.05	$53,400.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty seven hundredths (0.37) acres of land. A map of the Property is herein attached as EXHIBIT A; legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes the demolition of existing structures, followed by the construction of four (4) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. 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 one hundred and eighteen thousand, two hundred dollars ($118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $2,693.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $2,693.00 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. $1,066.00 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 eight hundred and forty-six thousand dollars ($846,000.00) which is anticipated to yield approximately:

1. $19,280.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $19,280.00 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. $7,630.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and 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; 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 the project remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; 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 one hundred and eighteen thousand, two hundred dollars ($118,200.00).

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin 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 C 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 Twenty 20 ("TID 20" or the "TID"), of the City of Green Bay, which will be established and will remain in good standing by the City of Green Bay, Wisconsin. The City will create TID 20 in 2018; TID 20 will terminate in 2045.

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:

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars ($19,900.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars ($31,000.00).

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) 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, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

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

   a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then

   b) "Private Improvements" specifically approved by the City or RDA; 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 eighty percent (80%) 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 hundred and fifty thousand dollars ($150,000.00) 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

A. Concept Plan. Prior to November 30, 2018, 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.

B. Construction Documents. Prior to November 30, 2018, 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 determined by the RDA to be appropriate.

C. Development Budget. Prior to November 30, 2018, 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 five hundred thousand ($500,000.00) 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 November 30, 2018, 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 November 30, 2018, 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 November 30, 2018, 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 May 31, 2019. Construction shall be completed no later than November 30, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

M. 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. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. 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.

N. Approval of Construction Documents. Before the commencement of construction, Developer shall obtain the approval of the City and RDA to the architect contract and general contract for the Project.

O. Reports and Information. Upon demand, the Developer shall provide any documentation, information, and reports requested relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property. In addition, after the commencement of construction, Developer shall periodically provide to the RDA information on the Project, including marketing and leasing progress relating to the Project, and any other material matters pertaining to the interests of the City and/or 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.

P. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

Q. 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.

R. 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.

S. 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.

T. Traffic Impact Analysis. Developer shall not be required to conduct a traffic impact analysis regarding the Project.

U. 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; 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.

V. 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.

W. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective 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 or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA 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 and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA 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 and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; 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 and RDA as follows:

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, 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 or RDA 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 nor RDA 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:

1. 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 only continue for a period of no longer than twelve (12) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2030.

C. Survival of Certain Provisions. Sections III.D, IV.E, IV.I, IV.K, IV.R.2, IV.S, IV.U.2, IV.W, 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 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.

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:	GB REAL ESTATE INVESTMENTS, LLC Attention: Garritt R. Bader 300 N. Van Buren Street Green Bay, Wisconsin 54301

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. Owner 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 3

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

DEVELOPER:
GB REAL ESTATE INVESTMENTS, LLC

By: _____

Garrett R. Bader, Member
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 14th day of September 2018, the above named Garrett R. Bader, a member of GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

KEVIN R. KING NOTARY PUBLIC STATE OF WISCONSIN

Kevin R King
* KEVIN R. KING
Notary Public, Brown County, Wisconsin
My Commission Expires May 24, 2020

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: Kris A. Teske
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 5th day of October 2018, the above named James J. Schmitt and Kris 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.

KEVIN R. KING NOTARY PUBLIC STATE OF WISCONSIN

Kevin R. King
* KEVIN R. KING
Notary Public, Brown County, Wisconsin
My Commission Expires May 24, 2020

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: Gary J. Delveaux
Gary Delveaux, Chair

Attest: Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 5 day of October 2018, the above named Gary Delveaux and Kevin Vonck, 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.

Krista Cisneroz
* Krista Cisneroz
Notary Public, Brown County, Wisconsin
My Commission Expires June 5, 2020

KRISTA CISNEROZ NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

827 Cherry Street: Tax Parcel Number 10-71

Lot Five Hundred Sixty (560), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

829 Cherry Street: Tax Parcel Number 10-72

The South 53 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

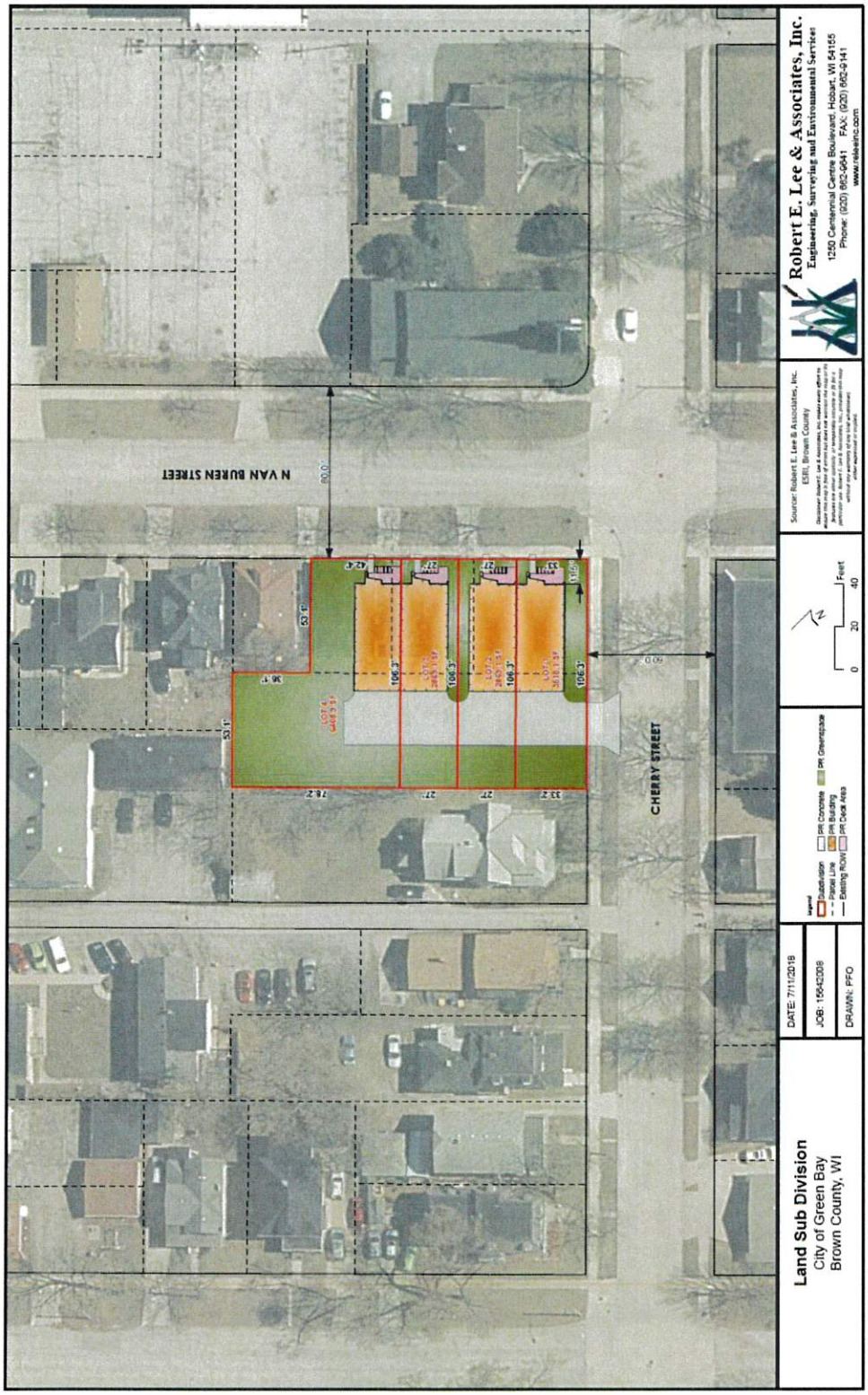
205 N. Van Buren Street: Tax Parcel Number 10-72-A

The Northerly 38 feet of the Southerly 91 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

211 N. Van Buren Street: Tax Parcel Number 10-72-B

The Northerly 38 feet of the Southerly 129 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

EXHIBIT C
Preliminary Concept Plan



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.3

Consideration with possible action on Obligations of Developer to Development Agreement 19-04 TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772).

BACKGROUND

In December 2019, the RDA and City approved Development Agreement 19-02 with TWG Development and DDL Holdings for a Project that involves the construction of a new five (5)-story residential structure, with two hundred twenty five (225) studio, one (1)-bedroom, and two (2)-bedroom rental units, with residential amenities, including a roof deck. The structure will also include approximately seven thousand (7,000) square feet of first-floor retail space along Broadway.

Now named "The Fort at the Rail Yard," 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. Because of the number of pages and file size, only a portion of the Construction Documents are attached -- the full set is available for review upon request.

The Developer has provided the RDA Executive Director evidence of satisfaction of IV. F. Proof of Equity; IV. G. Proof of Financing; V. A. Existence; and V. B. Incumbency; Due Authorization.

RECOMMENDATION

Approve Obligations of Developer to Development Agreement 19-04 TWG 2 @ The Rail Yard at 419 Donald Driver Way (Tax Parcel 5-1772).

FISCAL IMPACT

Not applicable.

ATTACHMENTS

1. 8.1 - Rail Yard - The Fort - Development Agreement - IV. @ Cover Letter
2. 8.1 - Rail Yard - The Fort - Development Agreement - IV. A. Concept Plan
3. 8.1 - Rail Yard - The Fort - Development Agreement - IV. B. Construction Documents - RDA
4. 8.1 - Rail Yard - The Fort - Development Agreement - IV. C. Budget

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

April 7th, 2020

Redevelopment Authority
Att: Kevin Vonck
City of Green Bay, WI

RE: The Fort Design Approval

Dear Mr. Vonck,

TWG is pleased to propose the final plans for The Fort, a new mixed-use development in the Rail Yard. We deeply appreciate the support and collaboration of the city throughout our design process, and sincerely believe this will be an impactful and catalytic development for the district.

Per our formal Development Agreement, we have attached construction drawings for RDA approval prior to the commencement of any construction. This design aims to deliver a mix of uses that will activate and beautify the Rail Yard district, spurring further economic and cultural development. In this, it adheres closely to the vision of the community closely--a significant shift from previous proposals that threatened the integrity of the area's urban fabric.

Briefly summarizing the development, it is a five-story building with 225 market-rate apartments and 4,700 square feet of storefront retail space. Residents will have access to over 8,000 square feet of social, coworking, and fitness studio space; a large rooftop terrace with river views and heaters for three-season events; a turf dog park and commercial dog wash equipment; and extensive indoor bike parking. Ground floor units feature premium 11' ceilings and street-facing front stoops, mimicking the residential condos on Donald Driver Way. The storefront amenity space along Kellogg is designed to mesh with an urban streetscape, as well as be quickly adapted into retail space as density and demand increases in the district. The amount of surface parking has been minimized with a shared-parking partnership and hidden from public view via building layout. Overall, this equates to smart, innovative design that adapts urban best practices for the Green Bay market.

To touch on address public art, we will engage the Public Art Commission and stakeholder conversations to identify thematic concepts, as well as use a thorough RFP process to identify local and national artists with exciting and proven experience in public art commissions. We're encouraged to see Green Bay's commitment to the arts, and this process will ensure the iconic status of the future artwork.

Thank you for your consideration, and we look forward to furthering our work in Green Bay.

Sincerely,

Michael Taft | Development Associate
TWG Development, LLC

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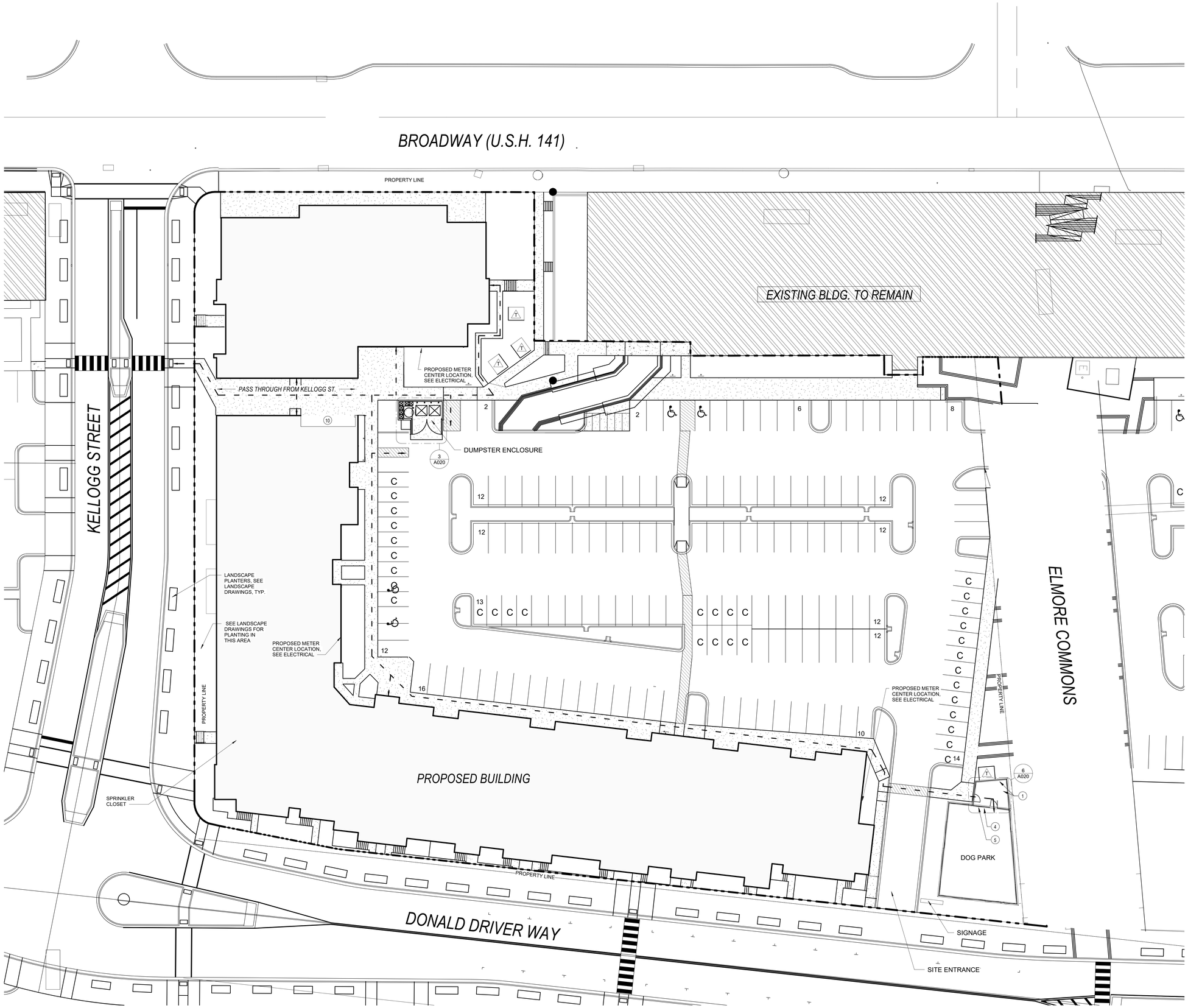

N 1 PLAN - SITE - 1"=20'
1" = 20'-0"

SITE PLAN GENERAL NOTES

1. SEE CIVIL DRAWINGS FOR FLOOR ELEVATION BENCHMARKS.
2. SEE OVERALL BUILDING PLANS, A100 SERIES FOR EXACT UNIT ORIENTATION. SEE UNIT PLANS, A400 SERIES, FOR ALL DIMENSIONS AND NOTING OF INTERIOR WALLS, DOORS, ETC...
3. THE ARCHITECTURAL SITE PLAN GRAPHICALLY INDICATES THE APPROXIMATE LOCATION OF BUILDINGS, DRIVES & PARKING.
4. ALL SITE WORK MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROVED CIVIL DRAWINGS. REFER TO CIVIL ENGINEERS DRAWINGS FOR ALL GRADING, UTILITY WORK, DRAINAGE, DIMENSIONAL CONTROLS, BUILDING FLOOR ELEVATION BENCHMARKS AND LOCATION OF REQUIRED RETAINING WALLS AT BUILDINGS.
5. BUILDING STEP LOCATIONS ARE FOR COORDINATION PURPOSES. REVIEW ELEVATIONS SHOWN ON CIVIL DRAWINGS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. REFER TO MECHANICAL ENGINEERS DRAWINGS FOR LOCATIONS OF ALL PANELS, METERS, TRANSFORMERS, CLEANOUTS, AND PARKING LOT LIGHTING.
7. ENTRY SYSTEM MUST BE PROVIDED AT FIRE DEPARTMENT CRASH GATE AND THE FRONT DOOR OF THE CLUBHOUSE.
8. TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND AREAS MUST NOT HAVE LIMBS OVER ACCESSIBLE ROUTES AND AREAS BELOW 7'-0" OF THE WALKING SURFACE.
9. VERIFY LOCATION AND STYLE FOR STOP SIGN, NO SOLICITING SIGN, CHILDREN PLAY AREA SIGN & ALL OTHER SIGNAGE FOR THIS PROPERTY WITH OWNER.
10. WHERE BIKE RACKS AND GRILLS ARE SHOWN, PROVIDE CONCRETE PAD CONNECTED TO AN ACCESSIBLE ROUTE. IF SIZES ARE NOT SHOWN, NOTIFY ARCHITECT.
11. REFER TO LANDSCAPE FOR POOL, FENCING, & GATE DETAILS.
12. REFER TO CIVIL FOR DUMPSTER ENCLOUSURE DETAILS

NOTE: REFER TO CIVIL DRAWINGS AND SITE DESIGN AND FEASIBILITY REPORT FOR FLOOD MITIGATION REQUIREMENTS AND GRADING AND DRAINAGE PLANS.

SITE PLAN LEGEND

M.C.	METER CENTER, SEE ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR EXACT LOCATIONS
S.C.	SPRINKLER CLOSET
F.D.C.	FIRE DEPARTMENT CONNECTION, SEE PLUMBING AND SITE UTILITY DRAWINGS
VAN	VAN ACCESSIBLE PARKING SPACE
	ACCESSIBLE PARKING SPACE
	ACCESSIBLE ROUTE
	DIRECTION OF VEHICLE TRAFFIC
	TRANSFORMER PAD - REFER TO MEP

NOTE:
REFER TO SHEET A020 FOR SITE ACCESSORY SCHEDULE & KEYNOTES

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS
419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
ARCHITECTURAL SITE PLAN

SHEET NO.
A010

THE FORT AT THE RAIL YARD
THE FORT AT THE RAIL YARD
CANTINA
B Wayne's
Book Barn

CANTINA
THE FORT

THE FORT
CANTINA

THE FORT
AT THE RAIL YARD

THE FORT AT THE RAIL YARD
Book Barn

THE

THE FORT
AT THE RAIL YARD

COPYRIGHT 2020 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC

1 OVERALL FIRST FLOOR PLAN
1/16" = 1'-0"

GENERAL NOTES - FLOOR PLANS

1. FLOOR TRUSSES ARE TO BE POSITIONED SO THEY DO NOT INTERFERE WITH PLUMBING AND HVAC, ADJUST SPACING AS NECESSARY. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. DETAILED FLOOR AND ROOF TRUSS FRAMING DIAGRAMS ARE TO BE FURNISHED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE.
3. ROUGH OPENINGS IN EXTERIOR WALLS SHALL BE UPSIZED APPROXIMATELY ½" TO ACCOMMODATE SHRINKAGE AT GROUND FLOOR OF WOOD BUILDINGS.
4. REFER TO STRUCTURAL PLANS FOR TRUSS CONFIGURATION, LOCATION, AND SPACING. POSITION TRUSSES SO THEY DO NOT INTERFERE WITH PLUMBING AND MECHANICAL ROUTING.
5. ALL DIMENSIONS ARE TO FACE OF STUDS.
6. ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR WORK WITH ALL DISCIPLINES TO AVOID CONFLICTS, SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION REGARDING SIZE AND QUANTITY OF OPENINGS, SLAB REQUIREMENTS AND LINTELS. INCLUDE FIRE PROTECTION NOT SHOWN ON PLANS.
7. SEAL AROUND ALL PENETRATIONS TO INSURE TIGHT BUILDING ENVELOPE.
8. PROVIDE FIRE SEALANT AROUND ALL PENETRATIONS THROUGH RATED WALLS.
9. ALL WALLS ARE PAINTED UNLESS NOTED OTHERWISE.
10. REFER TO A500 SERIES FOR TYPICAL FRAMING DETAILS.
11. COORDINATE BUILDING STEP LOCATIONS WITH FLOOR ELEVATIONS SHOWN ON ARCHITECTURAL AND CIVIL SITE PLANS.
12. PATIO SLOPES SHALL BE 1/4" PER FOOT MAX. AWAY FROM UNIT AND DOORS.
13. PROVIDE CONTROL JOINTS IN GYPSUM BOARD ASSEMBLIES AS RECOMMENDED BY MANUFACTURER. PROVIDE CJ IN CEILINGS SO NO DIMENSION EXCEEDS 50' IN EITHER DIRECTION WHERE THERE IS PERIMETER RELIEF OR 30' IN EITHER DIRECTION WITHOUT PERIMETER RELIEF. DO NOT SEPARATE SUSPENSION SYSTEM. CAULK JOINT AND PAINT TO MATCH.
14. WHERE BACK-TO-BACK KITCHEN CABINETS OR COUNTERS OCCUR, PROVIDE 5/8" GYP. BD. ON ONE SIDE OF 1" AIR SPACE BETWEEN UNITS. ENSURE NO TWO WALL PENETRATIONS OCCUR BACK-TO-BACK W/O GYP. BD. SEPARATE.

WALL LEGEND

(NOT ALL RATING LINE TYPES ARE NECESSARILY USED IN THIS PROJECT)

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- 1 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
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NOTES:
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SEE WALL ASSEMBLY TYPES FOR SPECIFIC ASSEMBLY REQUIREMENTS.

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
OVERALL - FIRST FLOOR PLAN

SHEET NO.
A101

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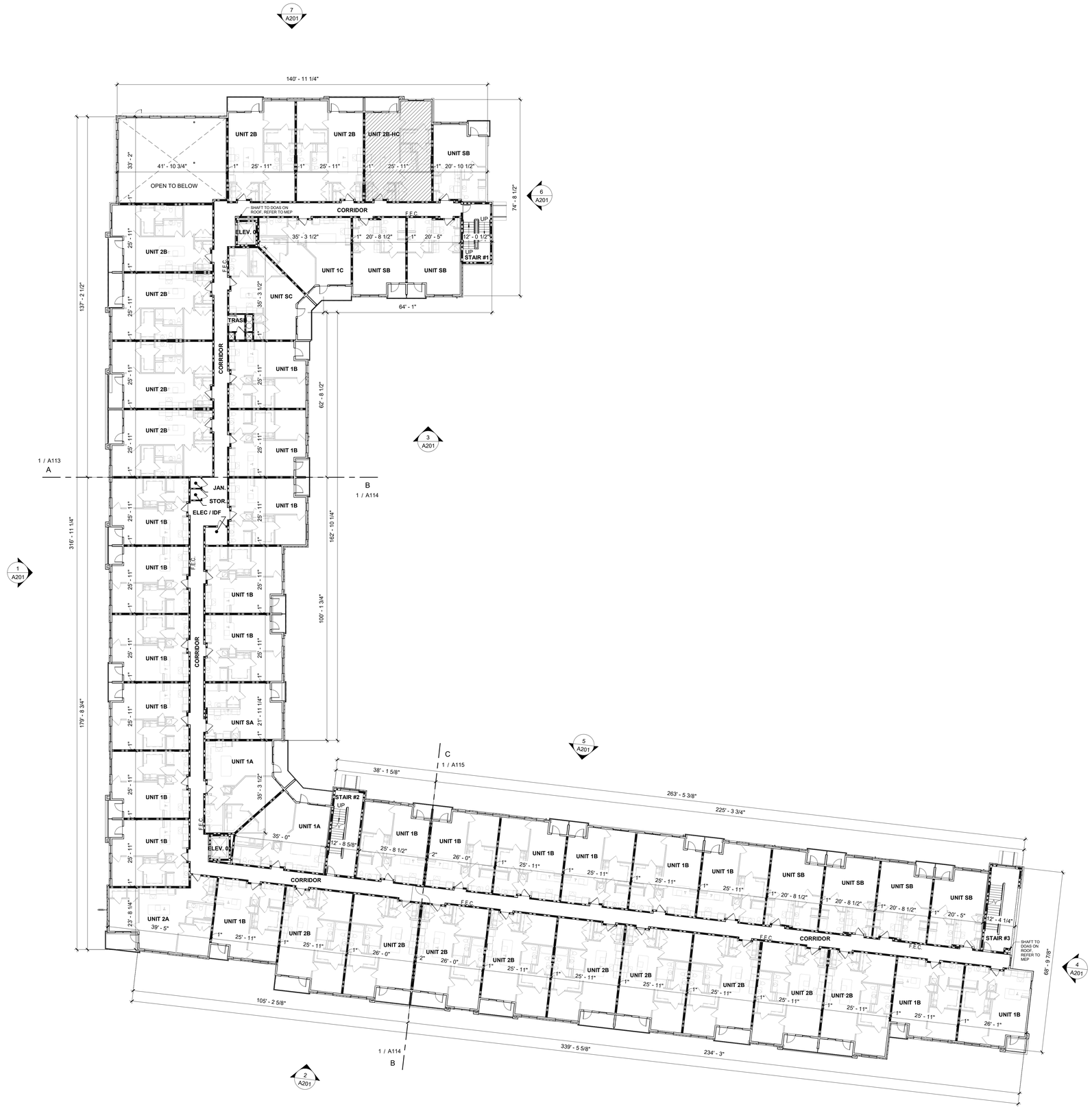

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N

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1/16" = 1'-0"

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS
419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
OVERALL - SECOND FLOOR PLAN

SHEET NO.
A102

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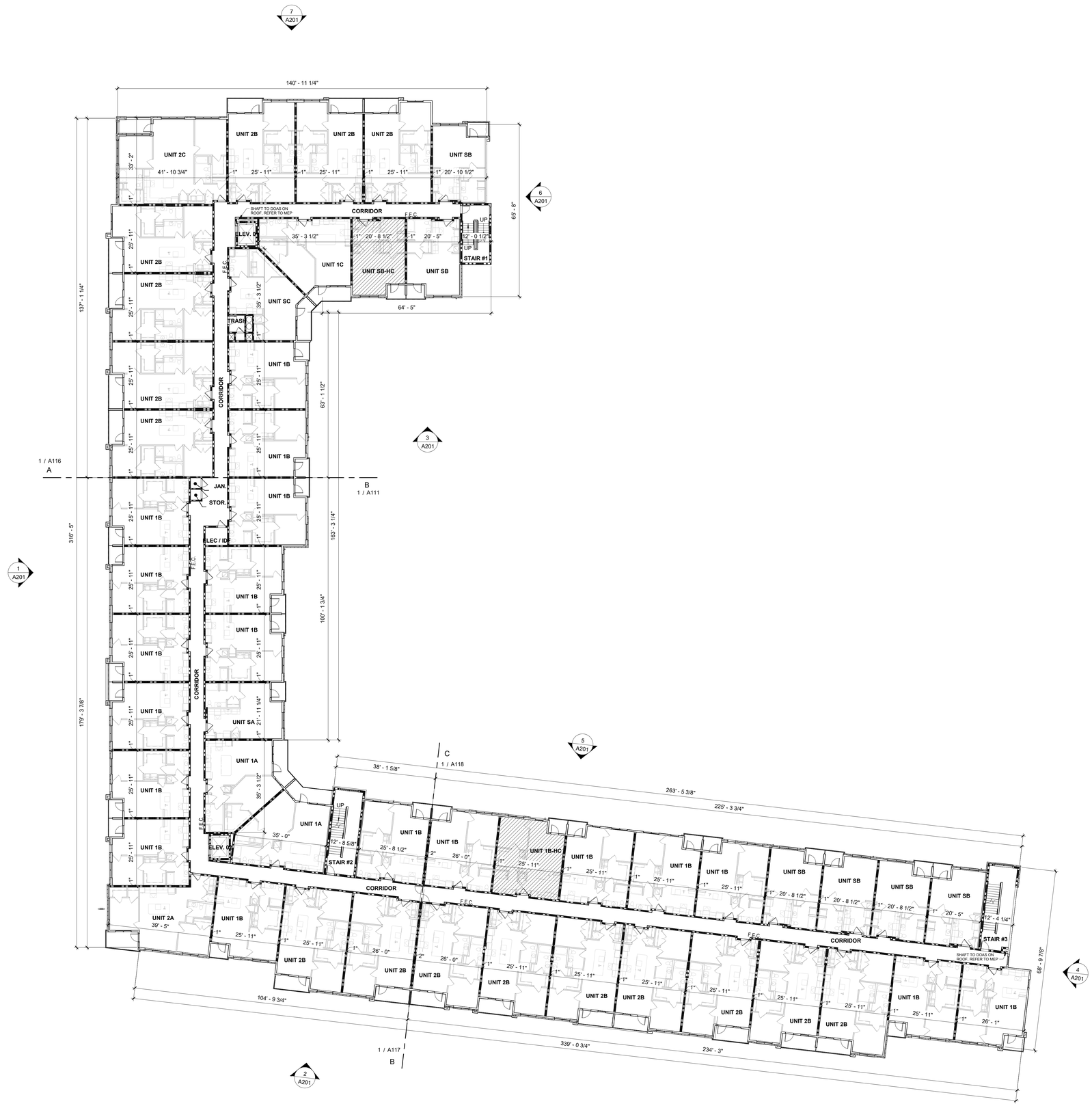

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N

1 OVERALL THIRD & FOURTH FLOOR PLAN
1/16" = 1'-0"

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS
419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
OVERALL - THIRD & FOURTH FLOOR PLAN

SHEET NO.
A103

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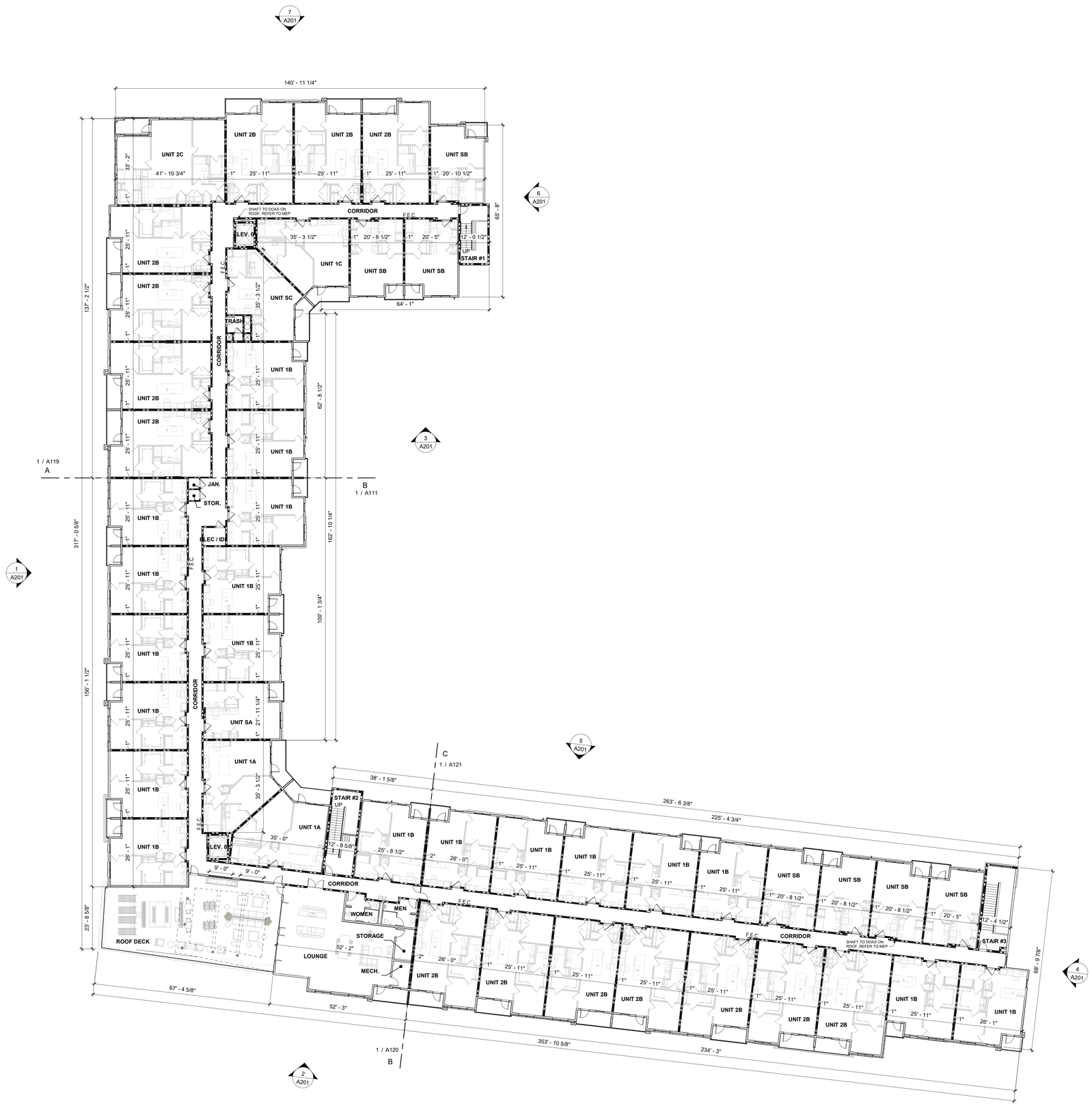

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2. DETAILED FLOOR AND ROOF TRUSS FRAMING DIAGRAMS ARE TO BE FURNISHED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE.
3. ROUGH OPENINGS IN EXTERIOR WALLS SHALL BE UPSIZED APPROXIMATELY ½" TO ACCOMMODATE SHRINKAGE AT GROUND FLOOR OF WOOD BUILDINGS.
4. REFER TO STRUCTURAL PLANS FOR TRUSS CONFIGURATION, LOCATION, AND SPACING. POSITION TRUSSES SO THEY DO NOT INTERFERE WITH PLUMBING AND MECHANICAL ROUTING.
5. ALL DIMENSIONS ARE TO FACE OF STUDS.
6. ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR WORK WITH ALL DISCIPLINES TO AVOID CONFLICTS, SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION REGARDING SIZE AND QUANTITY OF OPENINGS, SLAB REQUIREMENTS AND LINTELS. INCLUDE FIRE PROTECTION NOT SHOWN ON PLANS.
7. SEAL AROUND ALL PENETRATIONS TO INSURE TIGHT BUILDING ENVELOPE.
8. PROVIDE FIRE SEALANT AROUND ALL PENETRATIONS THROUGH RATED WALLS.
9. ALL WALLS ARE PAINTED UNLESS NOTED OTHERWISE.
10. REFER TO A500 SERIES FOR TYPICAL FRAMING DETAILS.
11. COORDINATE BUILDING STEP LOCATIONS WITH FLOOR ELEVATIONS SHOWN ON ARCHITECTURAL AND CIVIL SITE PLANS.
12. PATIO SLOPES SHALL BE 1/4" PER FOOT MAX. AWAY FROM UNIT AND DOORS.
13. PROVIDE CONTROL JOINTS IN GYPSUM BOARD ASSEMBLIES AS RECOMMENDED BY MANUFACTURER. PROVIDE CJ IN CEILINGS SO NO DIMENSION EXCEEDS 50' IN EITHER DIRECTION WHERE THERE IS PERIMETER RELIEF OR 30' IN EITHER DIRECTION WITHOUT PERIMETER RELIEF. DO NOT SEPARATE SUSPENSION SYSTEM. CAULK JOINT AND PAINT TO MATCH.
14. WHERE BACK-TO-BACK KITCHEN CABINETS OR COUNTERS OCCUR, PROVIDE 5/8" GYP. BD. ON ONE SIDE OF 1" AIR SPACE BETWEEN UNITS. ENSURE NO TWO WALL PENETRATIONS OCCUR BACK-TO-BACK W/O GYP. BD. SEPARATE.

WALL LEGEND

(NOT ALL RATING LINE TYPES ARE NECESSARILY USED IN THIS PROJECT)

- INTERIOR SHEAR WALL OVERLAY — REFER TO STRUCTURAL DRAWINGS FOR LOCATIONS. WOOD SHEATHING TO BE ON SIDE OPPOSITE BATHROOM OR KITCHEN WHERE APPLICABLE.
- UNIT PERIMETER WALL, SEE BUILDING PLANS FOR EXACT WALL TYPES.
- NON RATED METAL OR WOOD CORE
- NON RATED CONC. MASONRY UNITS. MAY BE UNDERLAYED BEHIND A RATED HATCH TO INDICATE RATED CONC. MASONRY UNITS.
- BRICK MASONRY
- 1/2 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 1 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 2 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 3 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- 4 HR RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- SMOKE RATED WALL SEE WALL TYPE FOR CORE MATERIAL
- ATTIC DRAFTSTOPPING

NOTES:
SEE STRUCTURAL FOR ALL SHEAR WALL LOCATIONS.
SEE WALL ASSEMBLY TYPES FOR SPECIFIC ASSEMBLY REQUIREMENTS.

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

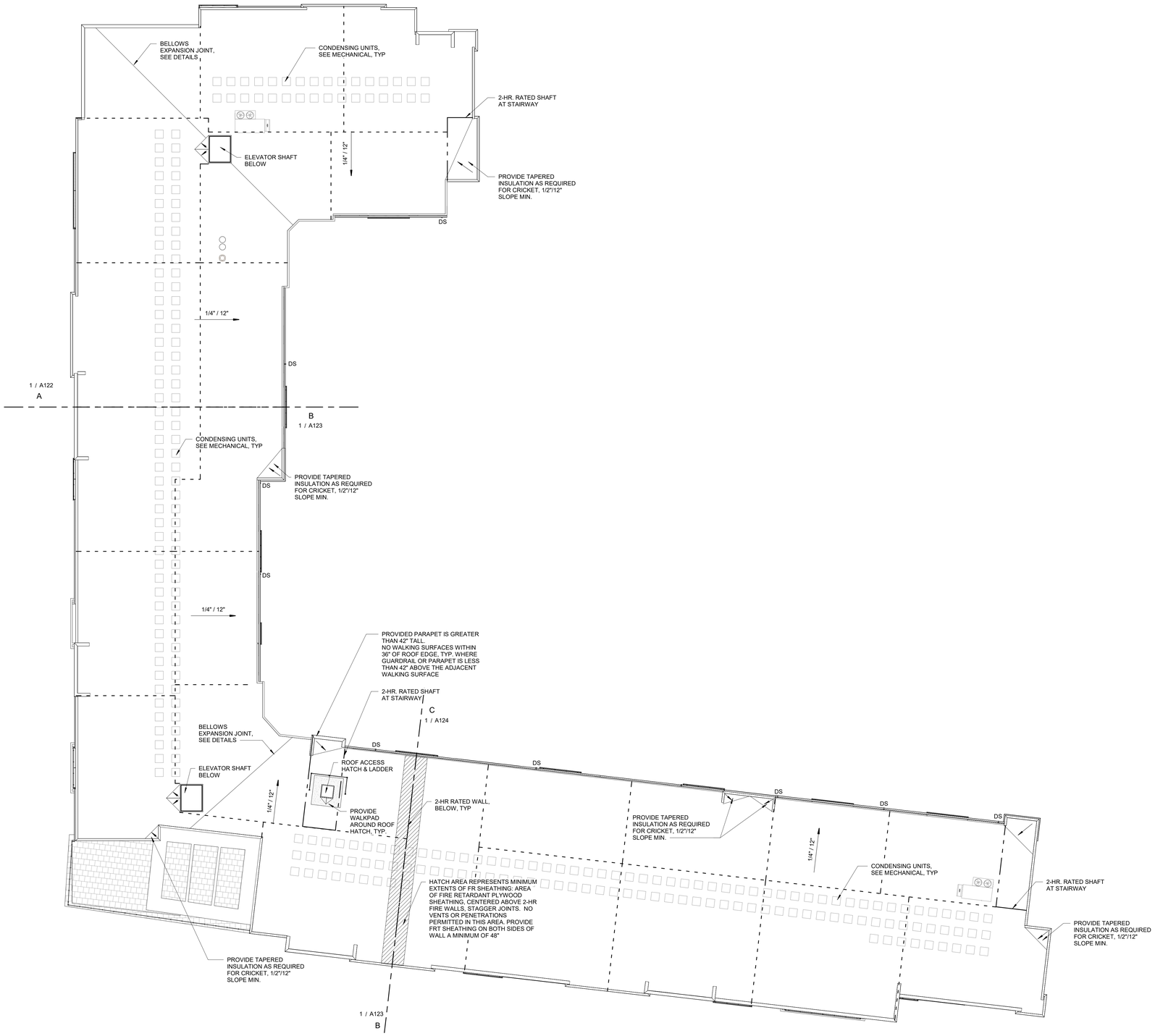
NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
OVERALL - FIFTH FLOOR PLAN

SHEET NO.
A104

COPYRIGHT 2020 FIFTH DIMENSION ARCHITECTURE & INTERIORS, LLC



N

1 OVERALL ROOF PLAN
1/16" = 1'-0"

GENERAL NOTES - ROOF PLAN

1. DETAILED FLOOR AND ROOF TRUSS FRAMING DIAGRAMS ARE TO BE FURNISHED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS TO BE LOCATED.
2. THE TRUSS MANUFACTURER SHALL PROVIDE ENGINEERED PERMANENT ROOF TRUSS BRACING AS REQUIRED BY THE CODE.
3. LOCATE HIGH-POINT OF GUTTER AT MID-SPAN IN BETWEEN DOWNSPOUTS UNLESS INDICATED OTHERWISE ON THE ROOF PLAN.
4. DOWNSPOUTS TO BE PROVIDED WITH EXTENSIONS TO ENSURE ALL WATER DISCHARGES NO LESS THAN 6' FROM BUILDING FOUNDATION.
5. PROVIDE ICE AND WATER SHIELD AROUND ALL PENETRATIONS.
6. TRUSS MANUFACTURER TO COORDINATE ROOF TRUSSES WITH ARCH. TO INCLUDE SUFFICIENT HEAL HEIGHT TO ACCOMODATE FULL DEPTH OF REQUIRED INSULATION AND AN AIR BAFFLE TO EXTERIOR FACE OF WALL.
7. THE ENTIRE BUILDING ENVELOPE INCLUDING ROOF, WALLS, & FLOORS TO BE DRIED IN PRIOR TO THE STORAGE AND INSTALLATION OF INTERIOR FINISH MATERIALS. IN ADDITION, THE OWNER'S REPRESENTATIVE IS RESPONSIBLE FOR VERIFYING THAT THERE HAS BEEN NO EVIDENCE OF WATER PENETRATING THE BUILDING ENVELOPE OR WATER LEAK FROM MECHANICAL AND/OR FIRE SPRINKLER SYSTEMS PRIOR TO ENCLOSING THE WALL, CEILING OR ROOF CAVITIES.
8. ARROWS ON THE ROOF PLAN INDICATE WATER DRAINAGE DIRECTION. MINIMUM SLOPE AT ROOF SHALL BE 1/4" PER FOOT, AND MINIMUM ROOF CRICKET VALLEYS SHALL BE 1/2" PER FOOT. DO NOT SCALE PLAN FOR CRICKET DIMENSIONS. CRICKET SLOPES SHALL BE ACHIEVED BY BUILDING UP TAPERED INSULATION OVER ROOF DECK, UNLESS NOTED OTHERWISE.
9. ROOFING SUPPLIERS, MANUFACTURERS AND INSTALLERS SHALL REVIEW ALL ROOFING DETAILS AND ADVISE ARCHITECT ON ANY RECOMMENDED CHANGES. UNLESS NOTED OTHERWISE, ROOFING SUPPLIERS, MANUFACTURERS AND INSTALLERS WILL BE ASSUMED TO HAVE REVIEWED AND APPROVED THE DETAILS SHOWN.
10. PRIME ALL METAL TO BE IN CONTACT WITH ROOFING MATERIALS.
11. REFER TO MECHANICAL DRAWINGS FOR ROOF EQUIPMENT CURBS, ETC. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR EQUIPMENT, PIPING, CONDUITS, ETC.
12. PROVIDE CRICKETS BEHIND ALL MECHANICAL EQUIPMENT, CURBS, ROOF HATCHES, ETC.
13. SEPARATE DISSIMILAR METALS AS THEY OCCUR PER MANUFACTURER'S RECOMMENDATIONS. REVIEW MATERIALS AND METHODS WITH ARCHITECT.
14. "DS" INDICATES DOWN SPOUT. "RD" INDICATES ROOF DRAIN. "OD" INDICATES OVERFLOW DRAIN.
15. ROOF DRAINS SHALL NOT BE LOCATED LESS THAN 12" FROM ANY BEAM CENTERLINE.
16. IF PROVIDED, APPROXIMATE LOCATION OF ROOF ANCHORS FOR WINDOW WASHING EQUIPMENT ARE INDICATED WITH "R.A.". ANCHORS TO BE SECURED TO BUILDING STRUCTURE.
17. PROVIDE FLASHING PER DETAILS AT ALL CONDUIT AND HVAC LINES PENETRATING THE ROOF.
18. PROVIDE WALK PADS AROUND ALL ROOF TOP UNITS AND AT ROOF HATCHES. CONNECT ROOF HATCHES AND ACCESS LADDERS WITH MECHANICAL EQUIPMENT AREAS.
19. CONTRACTOR AND ALL SUB-TRADES SHALL BE AWARE AND EXERCISE THE NECESSARY CARE TO PREVENT DAMAGE TO OR PUNCTURE OF THE ROOF. THIS SHALL INCLUDE ALL SHARP MATERIALS, TOOLS, MATERIAL SCRAPS OR MATERIALS HAVING A DELETERIOUS AFFECT ON THE ROOFING MATERIAL.
20. ALL CRICKET SLOPES SHALL BE ACHIEVED BY BUILDING UP TAPERED INSULATION OVER THE ROOF DECK UNLESS NOTED OTHERWISE. THERE SHALL BE NO MORE THAN 1/8" DIFFERENCE IN HEIGHT AT THE MEETING EDGES OF SEPARATE PIECES OF DECKING. CRICKET SLOPES ARE TO BE TWICE THE GENERAL ROOF SLOPE.

WALL LEGEND

(NOT ALL RATING LINE TYPES ARE NECESSARILY USED IN THIS PROJECT)

- INTERIOR SHEAR WALL OVERLAY
  REFER TO STRUCTURAL DRAWINGS FOR LOCATIONS.
  WOOD SHEATHING TO BE ON SIDE OPPOSITE BATHROOM OR KITCHEN WHERE APPLICABLE.
- UNIT PERIMETER WALL, SEE BUILDING PLANS FOR EXACT WALL TYPES.
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NOTES:
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SEE WALL ASSEMBLY TYPES FOR SPECIFIC ASSEMBLY REQUIREMENTS.

FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

CITY REVIEW PACKAGE

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

REVISIONS

NO.	DATE	DESCRIPTION

PROJ. NO.	DATE
19107	04-07-2020

SHEET NAME
OVERALL - ROOF PLAN

SHEET NO.
A105

SOURCES & USES
Railyard OZ
Green Bay, WI | 225 units

TWG

Confidential
04/07/20

**Subject to final construction bid pricing & financing commitments*

SOURCES

	Assum.	Amount	Per Unit	TDC
EQUITY				
JV Partner OZ	92.1%	12,750,000	56,667	28.1%
General Partner	7.9%	1,100,000	4,889	2.4%
		13,850,000	**61,556**	**30.5%**
DEBT				
Construction Loan		31,600,000	140,444	69.5%
		31,600,000	**140,444**	**69.5%**
TOTAL SOURCES		**45,450,000**	**202,000**	**100.0%**

USES

	Assum.	Amount	Per Unit	TDC
ACQUISITION				
Land Acquisition		1,500,000	6,667	3.3%
Land Improvements		333,000	1,480	0.7%
Carrying Costs		30,000	133	0.1%
		1,863,000	**8,280**	**4.1%**
HARD COST	*PSF*			
New Construction Apartments	*139.87*	32,650,000	145,111	71.8%
Profit 4.0%		1,306,000	5,804	2.9%
		33,956,000	**150,916**	**74.7%**
SOFT COSTS				
Architectural & Engineering Fees		850,000	3,778	1.9%
Permit & Municipal Fees		200,000	889	0.4%
Geotech		15,000	67	0.0%
Environmental		25,000	111	0.1%
Surveying		10,000	44	0.0%
Appraisal		10,000	44	0.0%
Market Study		5,500	24	0.0%
Title & Recording		50,000	222	0.1%
Property Taxes		75,000	333	0.2%
Property Insurance		75,000	333	0.2%
Lender Inspection Draws		36,000	160	0.1%
Legal Fees		100,000	444	0.2%
Accounting		15,000	67	0.0%
Marketing		125,000	556	0.3%
FF&E		300,000	1,333	0.7%
Travel		35,000	156	0.1%
Commercial TI ($50/sf)		235,000	1,044	0.5%
Broker Commissions (7 yr term)		25,662	114	0.1%
FHA Audit Fee		30,000	133	0.1%
Lease Up Reserve		281,250	1,250	0.6%
Rezone/Variance		10,000	44	0.0%
Builders Risk Insurance	0.4%	261,200	1,161	0.6%
Interior Design		35,000	156	0.1%
Initial Replacement Reserve		58,130	258	0.1%
Public Art		210,000	933	0.5%
		3,072,742	**13,657**	**6.8%**
CONTINGENCY				
Hard Cost Contingency	5.0%	1,632,500	7,256	3.6%
Soft Cost Contingency	5.0%	150,731	670	0.3%
		1,783,231	**7,925**	**3.9%**
DEVELOPMENT FEES				
Developer Fee		1,748,077	7,769	3.8%
		1,748,077	**7,769**	**3.8%**
FINANCING FEES				
Const. Loan Orig. Fee	0.85%	268,600	1,194	0.6%
Const. Loan Interest		2,000,000	8,889	4.4%
Const. Loan Legal		65,000	289	0.1%
Equity Closing Fees		135,000	600	0.3%
Equity Raise Fee	3.50%	434,350	1,930	1.0%
OZ Admin Fee		124,000	551	0.3%
		3,026,950	**13,453**	**6.7%**
TOTAL USES		**45,450,000**	**202,000**	**100.0%**

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.4

Consideration with possible action on Consent to Assignment of the Management Agreement for the Green Bay (KI) Convention Center and Conference Center.

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

Hyatt Equities, L.L.C. ("Hyatt") owns certain adjoining property located at 333 Main St, Green Bay, WI 54301, commonly known and operated as the Hyatt Regency Green Bay (the "Hotel"), pursuant to that certain Hotel Management Agreement whereby Hyatt has retained Hyatt Corporation, as its agent, to manage and operate the Hotel.

Hyatt intends to transfer the Hotel to a wholly-owned subsidiary of Hyatt, HR Green Bay Owner, LLC, a Delaware limited liability company ("New Owner"). In connection with such transfer, Hyatt desires to assign all of its rights and obligations under the Convention Center Management Agreement to New Owner (the "Assignment"). Pursuant to Section 12.1 of the Lease, Lessee's consent is required for any assignment made by the "Operator" thereunder.

Following such Assignment, the term "Operator" set forth in Section 1.1 of the Convention Center Management Agreement shall mean Hyatt Corporation, a Delaware corporation, as agent of HR Green Bay Owner, LLC, a Delaware limited liability company.

RECOMMENDATION

Approve Consent to Assignment of the Management Agreement for the Green Bay (KI) Convention Center and Conference Center.

FISCAL IMPACT

This does not change any of the financial obligations outlined in the Management Agreement.

ATTACHMENTS

1. 7.1 - KICC - 12-163 - Management Agreement - 200330 - Consent to Assign
2. 7.1 - KICC - 12-163 - Management Agreement - 990701
3. 7.1 - KICC - 12-163 - Management Agreement - 140701 - Amendment

150 North Riverside Plaza
Chicago, IL 60606 USA

March 30, 2020

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED) AND EMAIL (KevinVo@greenbaywi.gov and vanessach@greenbaywi.gov)

Kevin J. Vonck, Executive Director
Redevelopment Authority of the City of Green Bay
100 N. Jefferson Street, Room 608
Green Bay, Wisconsin 54301-5026

Vanessa R. Chavez, City Attorney
City of Green Bay
100 N. Jefferson Street, Room 200
Green Bay, Wisconsin 54301

Re: Management Agreement for the Green Bay Convention Center and Conference Center – Consent to Assignment

Ladies and Gentlemen:

The City of Green Bay, Wisconsin, a municipal corporation ("Lessee") and Hyatt Corporation, a Delaware limited liability company, as agent of Hyatt Equities, L.L.C., a Delaware limited liability company (the "Operator"), successor to Regency Suites, with the approval of the Redevelopment Authority of the City of Green Bay, Wisconsin, a municipal corporation (the "Authority"), are parties to that certain Management Agreement for the Green Bay Convention Center and Conference Center, dated as of July 1, 1999, as modified by that certain Letter, dated February 28, 2007 regarding assignment from Regency Suites to Green Bay Hotel Associates LLC, and as amended by that certain First Amendment to Management Agreement, dated as of July 8, 2015 (collectively and together with any amendments and assignments, the "Convention Center Management Agreement"), with respect to the management of the Center (as defined in the Convention Center Management Agreement). All capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Convention Center Management Agreement.

Hyatt Equities, L.L.C. ("Hyatt") owns certain adjoining property located at 333 Main St, Green Bay, WI 54301, commonly known and operated as the Hyatt Regency Green Bay (the "Hotel"), pursuant to that certain Hotel Management Agreement whereby Hyatt has retained Hyatt Corporation, as its agent, to manage and operate the Hotel. Hyatt intends to transfer the Hotel to a wholly-owned subsidiary of Hyatt, HR Green Bay Owner, LLC, a Delaware limited liability company ("New Owner"). In connection with such transfer, Hyatt desires to assign all of its rights and obligations under the Convention Center Management Agreement to New Owner (the "Assignment").

Pursuant to Section 12.1 of the Lease, Lessee's consent is required for any assignment made by the "Operator" thereunder. Therefore, Hyatt hereby requests that an authorized representative of the Lessee kindly sign and return a copy of this letter, such signature to evidence: (i) acknowledgement of the Assignment and that the Assignment will not constitute a breach of the Convention Center Management Agreement, (ii) Lessee's consent to and approval of the Assignment, (iii) Lessee's acknowledgement that the Convention Center Management Agreement will remain in full force and effect, in accordance with its terms, following the Assignment and (iv) Hyatt is hereby released and discharged of any duty or responsibility under the Convention Center Management Agreement. Following such Assignment, the term "Operator" set forth in Section 1.1 of the

Convention Center Management Agreement shall mean Hyatt Corporation, a Delaware corporation, as agent of HR Green Bay Owner, LLC, a Delaware limited liability company.

Please sign this letter where indicated below to indicate your acknowledgement of and agreement and consent to the above and return the signed copy to Teresa Brazzale at 150 North Riverside Plaza, Chicago, Illinois 60606 along with a scanned copy by email at teresa.brazzale@hyatt.com. Thank you in advance for your assistance and prompt attention to this matter.

Signature page follows.

We appreciate your prompt attention to this matter and look forward to continuing our mutually beneficial relationship.

Sincerely,

HYATT EQUITIES, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGED, AGREED AND CONSENTED TO:

LESSEE:
CITY OF GREEN BAY,
a municipal corporation

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

AUTHORITY:

REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY

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

[*Signature Page to Consent to Assignment*]

MANAGEMENT AGREEMENT

for

THE GREEN BAY CONVENTION CENTER

AND CONFERENCE CENTER

by and among

THE CITY OF GREEN BAY, WISCONSIN,

Lessee

REGENCY SUITES,

Operator

and

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,

WISCONSIN

July 1, 1999

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MANAGEMENT AGREEMENT

(The Green Bay Convention Center and Conference Center)

THIS AGREEMENT made and entered into this ___ day of _____, 1999 by and between the City of Green Bay, Wisconsin, a municipal corporation (hereinafter the "Lessee") and Regency Suites, a Wisconsin partnership (hereinafter the "Operator") and with the approval of the Redevelopment Authority of the City of Green Bay, Wisconsin, a municipal corporation (hereinafter the "Authority").

W I T N E S S E T H

WHEREAS, pursuant to a Redevelopment Agreement dated August 3, 1983 by and among the parties set forth above the Operator has undertaken and is performing certain management responsibilities in connection with an existing conference center (the "Conference Center") owned by the Authority; and

WHEREAS, in connection with a Cooperation Agreement (hereinafter the "Agreement") dated as of July 1, 1999 by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard", collectively with Green Bay, De Pere, Allouez and Ashwaubenon, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation (the "Green Bay RDA"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the "Ashwaubenon CDA", together with the Green Bay RDA, the "Authorities"), the parties intend to undertake the construction of a new convention center (the "Convention Center") to be connected to and operated with the existing conference center; and

WHEREAS, pursuant to the Agreement, the Authority will own the Convention Center and the Lessee has assumed responsibility for its operation and management; and

WHEREAS, the Authority and the Lessee intend that the Conference Center and Convention Center (collectively the "Centers") be operated and managed by Operator pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the above and for other valuable consideration, the sufficiency which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement and any exhibits, addenda or riders hereto, the following terms shall have the following meanings:

Accounting Period shall mean monthly during the fiscal year.

Affiliate shall mean any entity owned or controlled by a party, owning or controlling a party or under common ownership and controlled with a party, with "control" meaning fifty percent (50%) or more ownership of voting interests.

Agreement shall mean this Management Agreement, as it may be amended, modified or supplemented from time to time.

Annual Operating Projections shall mean schedules containing the annual operating projections for the Center and certain other matters prepared and submitted by Operator to Lessee pursuant to Section 4.1.

Approval or Approved shall mean prior written approval.

Bond Agreements shall mean all agreements and documents in connection with the $11,755,000 Redevelopment Authority of the City of Green Bay (Wisconsin) Lease Revenue Bonds Series 1999A (Convention Center Center).

Buildings and Appurtenances shall have the meaning ascribed to such term in the Data Addendum.

Center means the Conference Center and Convention Center, and the Furniture and Equipment, together with the landscaping, the hardscaping and other amenities and features to be included in the Data Addendum.

City Representative shall mean the then current Mayor of the City of Green Bay, or his or her designee.

Commencement Date shall mean the first day on which Operator commences daily management duties for the Convention Center.

Concessionaires shall mean all third party entities conducting business or sales operations or dealings in the Center who occupy space in the Center on a leased or licensed basis.

Conference Center means the existing conference center facility of approximately 29,000 gross square feet together with related Furniture, Fixtures & Equipment.

Consumer Price Index shall mean the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, All items, U.S. Cities Average (1986=100)" published by the United States Bureau of Labor Statistics, or any revisions or replacement thereto subsequently published with any necessary adjustments.

Convention Center shall mean the planned meeting space complex and adjoining the Conference Center, which shall include, without limitation, an exhibition hall, a ballroom and meeting rooms, supporting pre-function and circulation areas, supporting back-of-the-house areas, all of the foregoing totaling approximately 45,000 gross square feet, together with related Furniture, Fixtures and Equipment.

Data Addendum shall mean the Data Addendum attached hereto and by this reference made a part hereof.

Event of Default shall mean any of the events described in Article 11.

Fiscal Year shall mean Operator's fiscal year, which now ends at midnight on December 31 in any given calendar year, the new Fiscal Year begins on the Saturday immediately following said Friday. A partial Fiscal Year between the Commencement Date and the first full Fiscal Year, and between the end of the last full Fiscal Year and the termination of this Agreement shall, for purposes of this Agreement, constitute separate Fiscal Years. If Operator's fiscal year is changed in the future, then the Fiscal Year under this Agreement shall be changed in the same manner, and Operator and Lessee shall make appropriate modifications in the reporting and accounting procedures contained in this Agreement; provided, however, that no such change or adjustment shall alter the Operating Term, reduce the amounts of payments due Lessee hereunder or alter the rights of Lessee under this Agreement.

Fixed Asset Supplies shall mean supply items which constitute "Fixed Assets' under the Uniform System, including china, glassware, silverware, miscellaneous serving equipment, linen, towels, uniforms and similar items.

Furniture, Fixtures and Equipment shall mean all furniture, furnishings, wall coverings, fixtures and equipment and systems located at, or used in connection with the Center, together with all replacements therefor and additions thereto and also including, without limitation, office equipment, material handling equipment, telephone and computerized accounting systems.

Gross Revenues shall mean all revenues, receipts and income of any kind derived directly or indirectly from or in connection with the Center (including rentals or other payments from licensees or Concessionaires but not including their gross receipts), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles and the Uniform System, excluding, however: (i) funds furnished by Lessee, (ii) federal, state and municipal excise, sales and use taxes collected directly from patrons and guests or as part of the sales price of any foods, services or displays, such as gross receipts, admissions, cabaret or similar or equivalent taxes and paid over to federal, state or

municipal governments, (iii) gratuities, (iv) food and beverage revenue wherever generated and hotel revenues generated in the hotel facility, (v) proceeds of insurance and condemnation.

Inventories shall mean "Inventories of Merchandise" and "Inventories of Supplies" as defined in the Uniform System, such as soap, toilet paper, stationery, writing pens, paper products, menus, expendable office and kitchen supplies, fuel, expensed supplies and similar items.

Lessee shall mean the City of Green Bay, Wisconsin, a Wisconsin municipal corporation.

Management Personnel shall mean the General Manager of the hotel and the time of the Managers of the food, beverage and hotel services not attributable to the operation and management of the Center.

Mortgage shall mean any mortgage, deed to secure debt, or other security interest encumbering the Center.

Net Cash Flow shall mean the amount, if any, by which Gross Revenues for any calendar month exceed Operating Expenses, if any, for such calendar month, determined on an accrual accounting basis.

Operator shall mean Regency Suites, a Wisconsin partnership.

Operating Expenses shall mean any and all expenses reasonably incurred by Lessee, upon notification to Operator; or Operator in the operation and maintenance of the Center, including, without limitation, expenses for all salaries and employee taxes (including salaries, wages, and other compensation of all employees, except for management personnel, of the Center and their benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits), operational supplies, utilities, insurance to be provided under the terms of Article 8 of this Agreement, and governmental fees and assessments, the cost of Inventories and Fixed Asset Supplies, license fees, advertising and marketing costs, taxes and utility payments required under the provisions of Article 9, and any and all other operating expense as are reasonably necessary for the proper and efficient operation of the Center and are incurred by Operator in accordance with the provisions hereto (excluding, however, (i) federal, state and municipal excise, sales and use taxes collected directly from patrons and guests or as a part of the sales price of any goods, services or displays, such as gross receipts, admissions, cabaret or similar or equivalent taxes paid over to federal, state or municipal governments, (ii) amounts paid to Lessee, (iii) expenditures by Lessee pursuant to Article 7, (iv) lease payments made for Furniture and Equipment unless their inclusion is Approved by Lessee, and (v) all determined in accordance with generally accepted accounting principals and the Uniform System). No part of Operator's central office overhead or general or administrative expense (as opposed to that of the Center or any portion thereof) shall be deemed to be a part of Operating Expenses, except as Approved by Lessee or herein provided.

Operating Term shall mean the term of this Agreement as established under Section 3.1.

Operating Year shall mean the twelve (12)-month period commencing upon the Commencement Date and ending on the last day of the twelfth (12th) month after the Commencement Date, and each twelve (12)-month period thereafter.

Premises shall have the meaning ascribed to such term in the Data Addendum.

1.2 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders; the singular shall include the plural, and the plural shall include the singular. The Table of Contents, and titles of Articles, Sections, Subsections and Paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses, subclauses, exhibits, addenda or riders shall refer to the corresponding Articles, Sections, Subsections, paragraph, clause or subclause of, or exhibit, addendum or order attached to this Agreement, unless specific reference is made to the articles, sections or other subdivisions of, or exhibits, addenda or riders to, another document or instrument.

1.3 Exhibits, Addenda And Riders. All exhibits, addenda and riders attached hereto are by reference made a part hereof.

ARTICLE 2
ENGAGEMENT OF OPERATOR

2.1 Operation of Center. Lessee hereby authorizes and engages Operator to act as the operator and manager of the Center during the Operating Term, with responsibility of the operation and management of the Center and control and discretion in the operation consistent with the Annual Operating Projection, subject only to the limitations expressed herein, and Operator hereby accepts such engagement subject to the terms and conditions expressed in this Agreement. Operator shall have a right to operate and manage the Center pursuant to the terms of this Agreement so long as Operator has not suffered an Event of Default hereunder and so long as this Agreement is in full force and effect. The authority of Operator shall include, without limitation, the use of the Center for all customary purposes, and without limiting the generality of the foregoing, Operator is hereby authorized to (subject to the approved and then effective Annual Operating Projection):

(a) Determine in the Annual Operating Projection all terms for admittance and charges for rooms, facilities, and other amenities and services provided at or with respect to the Center;

(b) Determine all credit policies with respect to the operation of the Center, including entering into policies and agreements with credit card organizations;

(c) Establish entertainment and amusement policies in the Annual Operating Projection (including pricing) with respect to the Center;

(d) Arrange in Operator's name for utility, telephone, extermination, detective agency protection, trash removal and other services for the operation of the Center;

(e) Establish all advertising, public relations and promotional policies with respect to the Center, including all paid advertising, press releases and conferences;

(f) Purchase all non-taxable Inventories and all necessary or desirable additions to and replacements of non-taxable Fixed Asset Supplies, Furniture and Equipment and such other non-taxable services and merchandise as are necessary for the proper operation of the Center;

(g) Enter into such concession agreements and other undertakings in the name of Lessee and/or Operator as Operator shall from time to time consider appropriate for the operation of the Center, including leasing of conference facilities and commercial space at the Center, however, no space shall be leased without Lessee's Approval;

(h) Hire such persons or organizations as Operator may deem necessary to provide advice with respect to Operator's performance hereunder, including accountants, attorneys and other professionals and specialists;

(i) Cause all needed repairs and maintenance to be made to the Center and cause all such other things to be done in or about the Center as shall be necessary to comply with all requirements of governmental authority, boards of fire underwriters and other bodies exercising similar functions; and

(j) Institute and defend such proceedings at law or in equity in the name of either Operator or Lessee, utilizing counsel selected by Operator and Approved by Lessee, which Operator shall deem reasonably necessary or proper in connection with the routine operation of the Center, including the institution of dispossessory, eviction and trespass suits and proceedings for the collection of rents and other amounts due for services rendered, property let or merchandise sold.

(k) Assist Lessee in pre-opening activities.

2.2 Operator's Employees. Operator shall have the discretion and obligation to hire, promote, supervise, direct, train, transfer, discipline and terminate the employment of all employees at the Center, to fix their terms of compensation, and generally to establish and maintain policies relating to employment at the Center. All such employees shall at all times be employees of Operator and not of Lessee, and, subject to Lessee's right to give Management Personnel of Operator reasonable suggestions concerning the appearance and performance of such employees. Lessee shall have no responsibility or control respecting such employees; provided, however, that the salaries, wages, fringe benefits, payroll taxes and other costs related to such Center employees shall be payable as Operating Expenses.

2.3 Limitations on Authority. Operator shall not, without Lessee's Approval:

(a) Institute or defend legal proceedings of an unusual nature or involving monetary claims which are reasonably anticipated to exceed $50,000 not covered by insurance or as to which an insurer denies coverage or "reserves rights" without Approval by Lessee of the proceedings and counsel; or

(b) Enter into any lease, license or concession agreement for conference facilities, office space or tenant or lobby space at the Center unless the term is one-half (1/2) year or less; or

(c) Purchase goods, supplies and services from itself or an Affiliate unless the prices and terms thereof are competitive with those obtainable from unrelated vendors or are the subject of competitive bidding; and

2.4 Name. During the term of this Agreement, the Center shall at all times be known and designated as the "KI Convention Center," or by such other name as from time to time may be Approved by Lessee.

2.5 Operation at Operator's Expense. All expenses incurred by Operator in performing its duties hereunder shall be borne exclusively by Operator subject to the reimbursement provisions of Section 5.2 hereinafter.

2.6 Standards of Operation. Operator agrees that the Center shall at all times be maintained in the condition received and in the quality attendant to convention and conference centers of comparable quality including, without limitation, each of the following respects: cleanliness: quality and types of service offered to guests; type, quality and service of food and beverages, if any; employee appearance, training and supervision; quality of silverware, tableware and glassware; quality of furnishings and fixtures and quality of maintenance and repair.

2.7 Center Public Facilities. The Center is intended to provide facilities for seminars, meetings, trade shows, conferences and conventions with supporting services. The Center shall be operated as a public facility open to users on a non-discriminatory basis. The Operator may provide food, beverage and hotel services to users of the Center, however, such right shall be on a non-exclusive basis and Operator shall operate and manage the Center in a manner intended to assure access by other service providers.

2.8 Tax-Exempt Financing. Lessee intends that portions of the Center shall be financed through the issuance of obligations, the interest on which shall be excluded from gross income for federal income tax purposes. Lessee shall inform Operator of the guidelines and procedures required to maintain the interest exclusion. Operator covenants that it shall operate the Center in accordance with the guidelines provided by Lessee in order to maintain such interest exclusion. Operator agrees and acknowledges that space shall not be leased to any nongovernmental entity, if such lease would cause the obligations to be "private activity

bonds" under Section 141 of the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE 3
OPERATING TERM; EXTENSION; TERMINATION

3.1 Operating Term. The Operating Term shall commence on the Commencement Date and shall continue thereafter for an initial period of five (5) years, subject to early termination as provided in Section 3.2 hereof (such term being herein referred to as the "Operating Term"). The term of the agreement may be extended for three successive terms of five years each by mutual agreement of the parties. The intent not to renew the agreement by any party shall be given by written notice thereof to the other party not less than six months before the expiration of the initial term or the expiration of any five (5) year extension as the case may be (such term including any renewal terms being herein referred to as the "Operating Term").

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3.2 Termination. This Agreement may be terminated prior to the expiration of the then effective Operating Term upon the occurrence of one or more of the following events:

(a) Upon any Event of Default, at the option of the non-defaulting party exercised by written notice to the defaulting party prior to the cure of such Event of Default.

(b) At the option of Lessee or Operator exercised by written notice to the other party in the event of any suspension for a period in excess of ninety (90) days or withdrawal or revocation of any material governmental license or permit required for Operator's performance under this Agreement, or for the operation of the Center (or any portion thereof), in accordance with the terms hereof, but only if such suspension, withdrawal or revocation is due to circumstances beyond the terminating party's reasonable control.

(c) If any licenses or permits, including, but not limited to, occupancy, food, and alcoholic beverage service, are revoked because of the wrongful acts of Operator, Lessee may terminate this Agreement upon written notice to Operator. If, however, Operator was not given notice and a right to cure prior to such revocation, Operator shall have fifteen (15) days from the date of such revocation to cure and have any licenses and permits reinstated. If Operator does not cure such violations within such fifteen (15) day period, Lessee may terminate this Agreement upon written notice to Operator.

(d) Upon (i) any damage to or destruction of all or any part of the Center or the means of vehicular access thereto by fire, casualty or other cause or any condemnation or other taking of all or any part of the Center and (ii) which is not required to be repaired or restored by Lessee, at the option of either Lessee or Operator by written notice

to the other given within sixty (60) days of the date of such damage or destruction or condemnation or other taking; provided, however, that no termination by Lessee shall be effective (and if previously given, may be nullified at the election of Operator) if Lessee, at any time within one (1) year after the occurrence of such damage or destruction or condemnation or other taking has commenced to restore or repair the Center for use as a convention center and conference center with facilities comparable to those damaged or destroyed, even if substantial changes are made to the physical structure of same.

(e) At the option of Operator exercised by written notice to the Lessee within thirty (30) days of Lessee's construction and commencement of operation and maintenance of a separate kitchen facility to provide food service to users of the Center.

3.3 Transition Procedures. Upon the expiration or termination of the Operating Term, for whatever reason, Lessee and Operator shall do the following (and the provisions of this Section 3.3 shall survive the expiration or termination of this Agreement until they have been fully performed).

(a) Licenses. Operator shall execute all documents and instruments necessary to transfer (if transferable) to Lessee or its nominee all governmental permits and licenses held by Operator necessary to operate the Center.

(b) Leases and Concessions. Operator shall assign to Lessee or its nominee, and Lessee and its nominee, if any, shall assume, all leases and use agreements in effect with respect to the Center then in Operator's, rather than Lessee's, name.

(c) Books and Records. Upon the expiration or termination of this Agreement, all books and records for the Center kept by Operator pursuant to Section 4.3 shall be turned over to Lessee so as to ensure the orderly continuance of the operation of the Center, but such books and records shall thereafter be available to Operator at all reasonable times for inspection, audit, examination and transcription for a period of seven (7) years and Operator, at Operator's sole expense, may retain any copies or computer records thereof which it desires, so long as such records are held in strict confidence by Operator and are only used for internal purposes or as required by law.

ARTICLE 4
BUDGETARY, PLANNING AND ACCOUNTING PROCESSES

4.1 Annual Operating Projection. Not later than ninety (90) days prior to the commencement of each Fiscal Year, Operator shall submit the Annual Operating Projection to Lessee for Lessee's Approval. The Annual Operating Projection shall contain the following:

(a) Operator's reasonable estimate of Gross Revenues and Operating Expenses for the forthcoming Fiscal Year, together with the assumptions, in narrative form, forming the basis of such schedules.

(b) A schedule of proposed user fees for the use of the Center and related services. Such fees shall be non-discriminatory and the Center shall be available for public use on a basis that best serves the interests of the reasonable operation of the Center and the general public.

4.2 Books and Records. Operator shall keep full and adequate books of account and other records reflecting the results in accordance with the Uniform System and generally accepted accounting principles. Such books of account and other records shall reflect income and expense statements for the Center. The books of account and all other records relating to or reflecting the operation of the Center shall be kept at the Center or Operator's adjacent facility, and shall be available to Lessee, and its representatives, auditors or accountants, at all reasonable times for examination, audit, inspection and transcription. All of such books and records pertaining to the Center including, without limitation, books of account, guest records and front office records, at all times shall be the property of Lessee and shall not be removed from the Center by Operator without Lessee's Approval.

4.3 Accounting. Operator shall deliver to Lessee within twenty (20) days after the end of each Accounting Period an interim accounting showing the results of the operation of the Center for such Accounting Period, for the Fiscal Year to date and a computation of Gross Revenues and Operating Expenses. Such interim accounting and the annual accounting referred to below shall: (i) be in form Approved by Lessee; (ii) be taken from the books and records maintained by Operator for the Center in the manner herein above specified: (iii) follow the general form set forth in the Uniform System, allowing for deviations which are necessary in order to comply with this Agreement; (iv) separately state any amounts payable or expenses reimbursable to Operator or its Affiliates; and (v) be accompanied by an explanatory report of Operator's chief accounting officer. Within one hundred twenty (120) days after the end of each Fiscal Year, Operator shall deliver to Lessee an annual accounting, audited and certified by a firm of certified public accountants, who shall work directly for Lessee, with Lessee designated as the client, selected by Operator and Approved by Lessee and having convention center accounting experience, showing the results of Revenues and Operating Expenses, and any other information necessary to make the computations required hereby or which may be requested by Lessee, all for such Fiscal Year. If Lessee does not present objections to the certified statements within one hundred eighty (180) days following receipt of such certified statements by Lessee, such certified statements shall be deemed correct and conclusive for all purposes, absent manifest error or intentional fraud. The cost and expense of such certified statements shall be borne exclusively by Operator. The annual accounting for any Fiscal Year shall be controlling over the interim accountings for such Fiscal Year.

4.4 Sales and Marketing Plans. Not later than forty-five (45) days prior to the commencement of each Fiscal Year, Operator shall submit to Lessee for its review and

Approval, Operator's Marketing Plans for the Center during such forthcoming Fiscal Year. Operator shall endeavor to implement such plans during such year.

ARTICLE 5
REVENUES AND EXPENSES

5.1 Gross Revenue to Lessee. In each Fiscal Year or prorated for any partial Fiscal Year, the Lessee shall receive and Operator shall guarantee an amount equal to the first one hundred thousand dollars ($100,000.00) of Gross Revenues received from the operation and use of the Center. The distribution of Gross Revenue to the Lessee shall be made monthly and no later than the fifteenth (15th) day of the next succeeding month. All gross revenue shall be distributed to Lessee until Lessee has received one hundred thousand ($100,000.00).

5.2 Operator Reimbursed For Third Party Expenses. Following Lessee's receipt of one hundred thousand dollars ($100,000.00) the Gross Revenue shall be applied to reimburse Operator for all third party Operating Expenses reasonably incurred in connection with and arising out of the operation and management of the Center. The Operator shall provide to Lessee monthly statements setting forth reasonable Operating Expenses for which Operator seeks reimbursement. The Gross Revenues following the initial one hundred thousand dollars ($100,000.00) distribution to Lessee shall be applied to Operator's reasonable Operating Expenses up to and until Operator has fully recovered its reasonable Operating Expenses for that Fiscal Year. The Lessee makes no assurance as to the sufficiency of the Gross Revenue to fully reimburse Operator for its reasonable Operating Expenses and in the event the Gross Revenues are not sufficient, the Lessee has no obligation to reimburse Operator for its reasonable Operating Expenses.

5.3 Net Revenue to City. Upon Operator being fully reimbursed for its reasonable Operating Expenses for that year, all remaining revenues for that year from the Center shall be paid to Lessee; such payment to occur no later than thirty (30) days following the end of each Fiscal Year.

5.4 Consumer Price Index Increase. The amount of the initial distribution to Lessee pursuant to Section 5.1 above shall be increased by an amount equal to the percentage increase, if any, in the Consumer Price Index from the first day of the preceding term through the last day of the preceding term. Such increase in the initial distribution shall occur upon each of the renewals of the Operating Term.

ARTICLE 6
REPAIRS AND REPLACEMENTS

6.1 Ordinary Maintenance. The Operator shall be responsible for the ordinary day-to-day maintenance of the Center and shall maintain the Center in the condition

received, reasonable wear and tear accepted. At no time shall the maintenance of the Center fall below industry minimum standards.

6.2 Furniture, Fixtures and Equipment. The Lessee shall be responsible for supplying original Furniture, Fixtures and Equipment required for the reasonable operation of the Center. Subject to the limit set forth in Section 6.3 below, the Operator shall be responsible for the normal wear and tear, repair and replacement of all Furniture, Fixtures and Equipment during the term of this Agreement.

6.3 Capital Improvements and Repairs. The Lessee shall be responsible for the cost of all capital improvements, replacements and repairs, the cost of which exceed five thousand dollars ($5,000.00) provided that such capital improvements, replacements and repairs do not result from Operator neglect or lack of required repair and maintenance. Such improvement shall include but not be limited to all structural improvements, wall surfaces, portable walls, floor surfaces, and all mechanical and electrical improvements. The Lessee shall in its sole discretion define capital expenditures for such repairs and improvements and the Operator agrees to provide the Lessee a schedule of items that may be reasonably anticipated as necessary capital expenditures during the succeeding fiscal year. For the purposes of the above, capital expenditures means all expenditures for building additions, alterations or improvements, the depreciable life of which according to accepted accounting principles is in excess of one year.

6.4 Minor Structural Repairs and Improvements. All routine and minor repairs, maintenance and equipment servicing shall be the responsibility of the Operator. The Operator shall obtain the prior written approval of the Lessee for repairs or capital expenditures which are made to the Center the cost of which exceed five thousand dollars ($5,000.00). The Operator shall be responsible for assuring that all repairs, replacement and maintenance shall have the quality and class at least equal to the original work. Any replacement of an item contained in the Center or any new item added to the Center shall be the property of the Lessee.

6.5 Consumer Price Index Increase.

The cost of capital improvements and repairs to be borne by Lessee pursuant to Sections 6.3 and 6.4 above, shall be increased by an amount equal to the percentage increase, if any, in the Consumer Price Index from the first day of the preceding term through the last day of the preceding term. Such increase in the costs shall occur upon each of the renewals of the Operating Term.

ARTICLE 7
LESSEE'S CAPITAL OBLIGATIONS AND LIENS

7.1 Lessee's Obligations. Subject to the possible limitations contemplated in Section 5.3 hereof, Lessee shall from time to time at its sole expense make such alterations additions, improvements, repairs and replacements in or to the Center as Lessee shall Approve or as may be necessary to comply with any Mortgage, or applicable law or regulation, or to maintain the Center as a first-class convention center and same shall be made with as little hindrance to the operation of the Center as possible.

7.2 Liens. Operator and Lessee shall each use its reasonable good faith efforts to prevent any liens from being filed against the Center that arise from any maintenance, changes, repairs, alterations, improvements, renewals, or replacement in or to the Center. Lessee and Operator shall cooperate fully in obtaining the release of any such lien within thirty (30) days after the date any such lien is filed against the Center, and the cost to obtain such release, if the lien was not caused by the fault of either party, shall be an expense of Lessee. If the lien arises as a result of the fault of either party, then the party at fault shall bear the cost of obtaining the lien release.

ARTICLE 8
INSURANCE

8.1 Lessee's Insurance. Throughout the Operating Term, Operator shall insure the Buildings and Appurtenances, each of their component parts and all Furniture and Equipment and Fixed Assets Supplies against damage from risks of all nature (including, without limitation, earthquake and flood with sublimits Approved by Lessee and Operator, boiler and machinery insurance, but excluding, at Lessee's discretion, damage resulting from war, nuclear energy, and wear and tear) in aggregate amounts which shall be not less than one hundred percent (100%) of the insurance value of such property on an agreed amount basis. Lessee shall carry such other or additional insurance in such amounts and against such risks as Lessee shall reasonably deem necessary with respect to the buildings, facilities and contents of the Center. Operator will use its best efforts to procure all insurance required pursuant to this Section 8. 1 for the benefit of Lessee and all designated insured parties and the terms of all such policies of insurance, shall be Approved by Lessee.

8.2 Operator's Insurance. Operator shall throughout the Operating Term use its best efforts to provide and maintain:

(a) Commercial general liability insurance, including, without limitation, personal and advertising injury, liquor liability coverage, and loading and unloading

of motor vehicles liability coverage, in amounts satisfactory to Lessee but in any event not less than $10,000,000 for each occurrence;

(b) Commercial automobile liability insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury and property damage limit in such amount or amounts as Lessee may from time to time reasonably require, but in no event less than $10,000,000.00. Such insurance shall name Lessee as an additional insured.

(c) Worker's compensation insurance or insurance required by similar employee benefit acts as well as insurance having a minimum per occurrence limit as Operator may deem advisable against all claims which may be brought for personal injury or death of Center employees, but in no event less than amounts prescribed by applicable law;

(d) Fidelity insurance, with reasonable limits and deductibles to be determined by Operator, covering Operator's employees in job classifications normally bonded in other facilities it manages in the United States or otherwise required by law, and/or comprehensive crime insurance to the extent that Operator deems such to be necessary for the Center, and

(e) Business interruption and extra expense insurance, including, but not limited to, lost rents coverage, covering loss of income to both Lessee and Operator for a minimum period of eighteen (18) months resulting from interruption of business caused by the occurrence of any of the risks insured against under the property damage insurance referred to in Section 8.1.

(f) Lessee may require Operator to increase the limits of the above insurance coverage and may require Operator to carry other or additional insurance.

8.3 Form of Policies. All insurance required by Sections 8. 1 and 8.2 shall be in such form and with such companies as shall be reasonably satisfactory to Lessee and Operator. Any insurance may be provided under blanket policies of insurance. All property damage insurance maintained by Lessee or Operator pursuant to Section 8. 1 shall, so long as the Center is mortgaged pursuant to a Mortgage, be subject to a standard mortgagee clause in favor of the holder of the Mortgage and shall name Lessee, Authority and Operator as insureds, as their interests may appear. All other insurance shall be in the name of Lessee and Operator and the Authority, as their respective interests may appear. All policies of insurance shall provide that the insurance company will have no right of subrogation against the holder of the Mortgage, Lessee, Operator or any of their respective Affiliates or the agents or employees thereof.

8.4 Insurance Proceeds. Lessee and Operator agree that, if Lessee shall be required to repair or restore the Center after an insurable casualty, all proceeds of property damage insurance required to be maintained by Lessee under Section 8. 1 when and if collected shall be deposited in an account selected by Lessee, and such insurance proceeds shall be used to the extent necessary for the restoration or reconstruction of the Center and any other improvement or improvements on the Premises, together with replacing any Furniture and Equipment and Fixed Asset Supplies required in the operation of the Center, all such

proceeds being pledged and dedicated by the parties for that purpose. Any surplus proceeds remaining after completion of such work and replacement shall, after deducting any amounts then due and payable by Lessee to Operator or with respect to the Center as required by this Agreement, be disbursed to Lessee.

8.5 Certificates. Certificates of all policies shall be delivered to the party hereunder who is not required to purchase the insurance prior to the Commencement Date and thereafter certificates of renewal or replacement shall be delivered within fourteen (14) days of the effective date of renewal or replacement coverage. All such certificates shall specify that the policies to which they relate cannot be canceled or modified on less than thirty (30) days' prior written notice to such other party, except for nonpayment of premium. in which case the period shall be ten (10) days.

ARTICLE 9
TAXES AND UTILITIES

9.1 Taxes. Operator shall pay on behalf of Lessee and as an "Operating Expense," prior to delinquency, any and all real estate taxes, all personal property taxes and all betterment assessments levied against the Center. Operator shall promptly deliver to Lessee all notices of assessments, valuations and similar documents to be filed by Operator or Lessee or which are received from taxing authorities by Operator. Notwithstanding the foregoing obligations of Operator, Operator may, with Lessee's Approval and at Lessee's sole expense, contest the validity or the amount of any such tax or assessment; provided that such contest does not materially jeopardize Operator's or Lessee's rights under this Agreement. Lessee agrees to cooperate with Operator and execute any documents or pleadings required for such purpose, but Lessee shall reimburse Operator any such out-of-pocket costs incurred by Operator in so doing.

9.2 Utilities. Operator shall promptly pay as an "Operating Expense" all fuel, gas, light, power, water, sewage, garbage disposal, telephone and other utility bills currently as they are incurred in connection with the Center.

ARTICLE 10
DAMAGE OR DESTRUCTION; CONDEMNATION

10.1 Damage or Destruction. If the Center, or any portion thereof, shall be damaged or destroyed at any time or times during the Operating Term by fire, casualty or any other cause, Lessee may, at its sole discretion, at its own cost and expense and with due diligence, repair, rebuild or replace the same so that after such repairing, rebuilding, or

replacing, the Center shall be substantially the same as prior to such damage or destruction. Lessee shall undertake such work within ninety (90) days after the occurrence of such damage or destruction, and shall complete the same diligently.

10.2 Condemnation.

(a) Complete Condemnation. If all or substantially all of the Center is taken in any eminent domain, condemnation, compulsory acquisition or similar proceeding by any competent authority for any public or quasi-public use or purpose, then this Agreement shall terminate as of the date Operator ceases to have physical possession of the Center. Any award for such taking or condemnation is to be paid to Lessee provided that Operator may advance and collect any claims to which it may be entitled as a result of such taking in accordance with the terms of Subsection 10.2(c).

(b) Partial Taking. Notwithstanding the provisions of Subsection 10.2(a) to the contrary, if a portion of the Center shall be taken by the events described in Section 10.2(a), or if the entire Center is affected on a temporary basis but the result is not to make it unreasonable to continue to operate the Center, then at the sole discretion of the Lessee this Agreement may not terminate, and so much of any award for any such partial or temporary taking or condemnation shall be made available by Lessee as is necessary to render the Center equivalent to its condition prior to such event and the balance of such award, if any, shall be the property of Lessee.

(c) Condemnation Awards. All condemnation awards or payment in lieu of such awards for the value of the land and improvements so taken shall be the sole and exclusive property of Lessee. Operator may make a claim to the condemning authority for its loss of business arising from the events described in this Section 10.2, but only to the extent that such claim in no way prejudices, diminishes, reduces or impairs Lessee's rights under the preceding sentence.

ARTICLE 11
EVENTS OF DEFAULT; REMEDIES

The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder on the part of the party with respect to whom such event occurs:

11.1 Non-Payment. The failure of either party to pay any sum of money to the other party when due and payable, if such failure is not cured within ten (10) days after written notice specifying such failure is received by the defaulting party from the non-defaulting party.

11.2 Other Covenants. The failure of either party to perform, keep or fulfill any of the other covenants, undertakings or obligations set forth in this Agreement if such failure has or could have an adverse affect on the operation of the Center or the rights and duties of either party hereto, if such failure is not cured within thirty (30) days after written notice specifying such failure is received by the defaulting party from the non-defaulting party; provided, however, that if such failure is incapable of cure within such period, and the defaulting party commences to cure such default during such period and thereafter prosecutes such cure to completion with all due diligence, then no Event of Default shall exist unless such failure remains uncured after one hundred twenty (120) days after receipt of such notice.

11.3 Breach of Warranty. Any warranty or representation made herein or in any document executed in connection herewith is breached in any material respect.

11.4 Bankruptcy. The filing by Lessee or Operator of a voluntary petition in bankruptcy under the United States Code, or the issuing of an order for relief against Lessee or Operator under the United States Code, or the filing by Lessee or Operator of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Lessee's or Operator's seeking or consenting to or acquiescing in the appointment of any custodian, trustee, receiver, conservator or liquidator of Lessee or of all or any substantial part of the Center or of any or all of the rents, issues, profits, revenues or royalties therefor, or the making by Lessee or Operator of any general assignment for the benefit of creditors, or Lessee's or Operator's failure generally to pay its debts as such debts become due, or Lessee's or Operator's giving of notice to any governmental body of insolvency or pending insolvency or suspension of operations; or the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Lessee or Operator seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the date of entry thereof, or the appointment of any custodian, trustee, receiver, conservator or liquidator of Lessee or of all or any substantial part of the Premises or of any of all of the rents, issues, profits, revenues or royalties thereof without the consent or acquiescence of Lessee, which appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether of not consecutive).

Upon the occurrence of an Event of Default (in which case the non-defaulting party may also terminate this Agreement as provided in Section 3.3), the non-defaulting party may pursue any and all remedies available to it at law or in equity. In addition, in the event of a failure by a party to perform, keep or fulfill any covenant, undertaking or obligation which would have been an Event of Default but for the lack of materiality (as such concept is stated in Section 11.2) of such default, the non-defaulting party shall have all remedies available at law or in equity except the termination hereof.

ARTICLE 12
TRANSFER RESTRICTIONS

12.1 Assignment by Operator. This Agreement shall be binding upon and inure to the benefit of Lessee and Operator and their respective heirs, legal representatives, successors and permitted assigns. Operator shall not assign or transfer any rights hereunder or interest herein (including, without limitation, monies due or that may become due hereunder) without the Approval of Lessee, which Approval may not be reasonably withheld provided that the proposed successor or assignee is in the discretion of the Lessee financially capable of performing the obligations hereunder. Lessee may assign or transfer any rights hereunder or interest herein (including, without limitation, monies due or that may become due hereunder) to the Authority or to any other Affiliate of Lessee without limitation. Unless specifically stated to the contrary in any Approval to an assignment, no assignment will release or discharge Operator from any duty or responsibility hereunder. Nothing contained in this Section 12.1 shall prevent Operator from employing such independent consultants, associates and subcontractors as Operator may deem appropriate to assist it in the performance of services hereunder. Anything to the contrary set forth herein notwithstanding, Operator shall not have the right to assign or transfer its entire rights hereunder or interest herein (including, without limitation, all monies due or that may become due hereunder) to any entity unless such entity also acquires all of the assets of Operator, physically connected to the Center.

ARTICLE 13
MISCELLANEOUS

13.1 Further Assurances. Lessee and Operator shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

13.2 Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

13.3 Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

13.4 Compliance with Mortgage and Bond Agreements. In carrying out their respective duties and obligations under the terms of this Agreement, Lessee and Operator shall take no action that will constitute a default under any Mortgage or other Bond Agreements:

provided, however, the covenant of Operator hereunder with respect to a default under any Mortgage shall be limited to acts or omissions which Operator actually knows constitutes a default under any Mortgage. In that regard, Lessee covenants and agrees to provide Operator with true, accurate and complete copies of any and all documentation pertaining to any Mortgage.

13.5 Amendments. This Agreement may not be modified, amended, surrendered or changed, except by a written instrument executed by Lessee and Operator.

13.6 Estoppel Certificates. Lessee and Operator agree, at any time and from time to time, as requested by the other party upon not less than ten (10) days prior written notice, to execute and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications), certifying the dates to which required payments have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

13.7 Inspection Rights. Lessee shall have the right to inspect the Center and examine the books and records of Operator pertaining to the Center at all reasonable times during the Operating Term upon reasonable notice to Operator, and the holder of any Mortgage shall have access to the Center and the books and records pertaining thereto at all times during the Operating Term upon reasonable notice to Operator to the extent necessary to comply with the terms of such Mortgage, all to the extent consistent with applicable law and regulations and the rights of guests, tenants and concessionaires of the Center.

13.8 Effect of Approval of Plans and Specifications Budgets and Financing. Lessee and Operator agree that in each instance in this Agreement or elsewhere wherein Operator is required to give its approval of plans, specifications, budgets and/or financing, no such approval shall imply or be deemed to constitute an opinion of Operator, nor impose upon Operator any responsibility for the design or construction of the Center, including but not limited to structural integrity or life/safety requirements or adequacy of budgets and/or financing.

13.9 Indemnification.

a) Operator Indemnification. Operator shall hold harmless, indemnify and defend Lessee, and its respective agents, employees, officers, directors and shareholders, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees for pre-trial, trial and appellate proceedings) arising out of or resulting from Operator's negligence, fraud or misconduct.

b) Lessee Indemnification. Lessee shall hold harmless, indemnify and defend Operator and its respective agents, employees, officers, directors and shareholders from and against all claims, damages, losses and expenses (including but not limited to

attorneys fees for a pre-trial trial and appellate proceedings) arising out of or resulting from Lessee's negligence, fraud or misconduct subject however, to all relevant municipal defenses, limits and immunities applicable and available to municipal corporations and Lessee.

13.10 Indemnification Procedure. Upon the occurrence of an event giving rise to indemnification, the party seeking indemnification shall notify the other party hereto and provide the other party hereto with copies of any documents reflecting the claim, damage, loss or expense. The party seeking indemnification is entitled to engage such attorneys and other persons to defend against the claim, damage, loss or expense, as it may choose. The party providing indemnification shall pay the reasonable charges and expenses of such attorneys and other persons on a current basis within twenty (20) days of submission of invoices or bills. In the event Lessee neglects or refuses to pay such charges, Operator may pay such charges out of the Agency Account and deduct such charges from any amounts due Lessee or add such charges to any amounts due Operator from Lessee. In the event Operator neglects or refuses to pay such charges, Lessee may pay such charges out of Operator's Fees or Lessee may terminate this Agreement. If any claim, lawsuit or action (administrative or judicial) is maintained against Operator, Lessee or the Center due to allegations or actions arising prior to the Operating Term, Lessee shall bear full and complete responsibility for the defense of the Center, Lessee, Operator, specifically including all legal fees and necessary and attendant expenses for the vigorous defense and representation of the interests of Operator (for pre-trial, trial and appellate proceedings), the Center and Lessee. Lessee shall support and pay for all legal fees and representations necessary to remove Operator from any claim, action (administrative or judicial), or lawsuit covered by this provision.

13.11 Good Faith Judgment. Notwithstanding any other provisions of this Agreement, in no event shall Lessee make any claims against Operator on account of any alleged errors of judgment made by Operator in the determination of operating policies of the Center or in discharging its duties hereunder, so long as Operator was acting in good faith and in a commercially reasonable manner.

13.12 Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, unless such construction would substantially destroy the benefit of the bargain of this Agreement to either of the parties hereto.

13.13 No Representation. In entering into this Agreement, Operator and Lessee acknowledge that neither Lessee nor Operator have made any representation to the other regarding Center earnings, the possibility of future success or any other similar matter respecting the Center, and that Operator and Lessee understand that no guarantee is made to the other as to any specific amount of income to be received by Operator or Lessee or as to the future financial success of the Center.

13.14 Relationship. In the performance of this Agreement, Operator shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments,

documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Operator a partner or joint venturer with Lessee or as creating any similar relationship or entity; and Lessee agrees that it will not make any contrary assertion, contention, claim or counterclaim in any action, suit or other legal proceedings involving Operator and Lessee. Operator accepts the relationship of trust and confidence established by and between Operator and Lessee by this Agreement. Operator agrees to furnish the services set forth herein and agrees to furnish efficient business administration and superintendence, and to use Operator's best efforts to operate the Center in Operator's best and most competent and economical manner consistent with the interests of Lessee.

13.15 Meeting. Lessee and Operator hereby agree that Operator and City Representative shall meet as agreed upon between Lessee and Operator, however, such meetings shall occur at least quarterly, in order to discuss the status and progress of the Center.

13.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written.

13.17 Time of the Essence: Force Majeure. Time is of the essence of this Agreement: provided, however, that time limitations set forth in this Agreement, except with respect to monetary obligations, shall be extended for the period of any delay due to causes beyond the delayed party's control or which cannot be reasonably foreseen or provided against, including, without limitation, strikes, governmental regulations or orders, or events of force majeure. Any party claiming a delay caused by force majeure must give the other party written notice thereof and a right to object thereto. Any extension of time required by a delay caused by force majeure shall not exceed the period of such delay.

13.18 Interpretation. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

13.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

13.20 Consent and Approval. Except as herein otherwise provided, whenever in this Agreement the Approval of Operator and Lessee is required, such Approval shall not be unreasonably withheld or delayed.

13.21 Notices. Any notice, consent, approval, or other communication which is provided for or required by this Agreement must be in writing and may be delivered in person to any party or may be sent by a facsimile transmission, telegram or telex, courier or registered or certified U.S. mail, with postage prepaid, return receipt requested. Any such notice or other written communications shall be deemed received by the party to whom it is sent (i) in the case of personal delivery, on the date of delivery to the party to whom such

notice is addressed as evidenced by a written receipt signed on behalf of such party, (ii) in the case of facsimile transmission or telegram, two (2) business days after the date of transmission, (iii) in the case of courier delivery, the date receipt is acknowledged by the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, and (iv) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. For purposes of notices, the addresses of the parties hereto shall be as follows, which addresses may be changed at any time by written notice given in accordance with the provision:

If to Lessee:	City of Green Bay, Wisconsin Attention: City Attorney City of Green Bay, City Hall 100 N. Jefferson Green Bay, Wisconsin 54301
With a copy to:	City of Green Bay, Wisconsin Attention: City Attorney City of Green Bay, Wisconsin City Hall 100 N. Jefferson Green Bay, Wisconsin 54403-4783
If to Operator:	Regency Suites Attention: Hotel Manager 333 Main St. Green Bay, Wisconsin 54301

Failure of, or delay in delivery of any copy of a notice or other written communication shall not impair the effectiveness of such notice or written communication given to any party to this Agreement as specified herein. The parties agree that upon giving any notice or other written communication in accordance with the foregoing procedure they shall each then use their reasonable best efforts to advise the other party by telephone that a written-communication has been sent under this Agreement; such telephonic advice shall not impair the effectiveness of any written communication otherwise given in accordance with this Section.

IN WITNESS WHEREOF, Operator and Lessee, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement under seal the day and year first above written.

LESSEE:

CITY OF GREEN BAY, WISCONSIN

By:_____

Paul Jadin, Mayor

Attest:_____

Name:_____

City Clerk

OPERATOR:

REGENCY SUITES,
a Wisconsin Partnership

G. B. ROYALE, INC.

By: Joseph L. Simek

JOSEPH L. SIMEK, PRES.

AUTHORITY:

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By:_____
Chairman

Attest

_____
Secretary

03.178967.4

IN WITNESS WHEREOF, Operator and Lessee, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement under seal the day and year first above written.

LESSEE:

CITY OF GREEN BAY, WISCONSIN

By: _____

Paul Jadin, Mayor

Attest: _____

Name: Douglas R. Daul

City Clerk

OPERATOR:

REGENCY SUITES,
a Wisconsin Partnership

By: _____

AUTHORITY:

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
J. M. Rose, Chairman

Attest

_____
P. Robert Strong, Secretary

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This AMENDMENT (the "Amendment") is made as of _____, 2014 by and between the City of Green Bay, Wisconsin, a municipal corporation (hereinafter "Lessee"), LLJ Hostmark Acquisitions, LLC, a Delaware Limited Liability Company (hereinafter "Operator"), and with the approval of the Redevelopment Authority of the City of Green Bay, Wisconsin, a municipal corporation (hereinafter the "Authority") and shall have an effective date of the first day the Operator commences daily management duties of the expanded Center ("Effective Date").

RECITALS

A. The Lessee, Operator, and Authority have previously entered into the Management Agreement ("Agreement") dated as July 1, 1999 for the management of the existing conference and convention center ("Existing Center") as defined in the Agreement; and

B. The Authority and Lessee have entered into a $25 million expansion of the Existing Center which will increase the total square footage of the Center to approximately 72,000 square feet; and

C. The Authority, Lessee and Operator desire to amend the Agreement as set forth below to reflect the management of the expanded Center.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. Section 1.1 of the Agreement shall be amended to reflect the following definitions:

   "Center shall mean the Conference Center and Convention Center and any expansion thereto, and the Furniture and Equipment, together with the landscaping, the landscaping and other amenities and features to be included in the Data Addendum."

   "Commencement Date shall mean the first day on which Operator commences daily management duties for the Center."

   "Convention Center shall mean the planned meeting space complex and adjoining conference center, which shall include, without limitation, an exhibition hall, ballrooms and meeting rooms, supporting pre-function and circulation areas,

supporting back-of-the house areas, all of the foregoing totaling approximately 72,000 square feet, together with related Furniture, Fixtures and Equipment."

"Operator shall mean LLJ Hostmark, LLC, a Delaware Limited Liability Company."

2. Operation of Center. Section 2.1 of the Agreement shall be amended by adding after the first sentence therein the following:

   "Operator shall be solely responsible for making and maintaining records of all reservations for the use of space within the Center, and shall do so on a non-discriminatory basis."

3. Operating Term. Section 3.1 of the Agreement shall be amended by deleting the first sentence of the section and replacing it with the following:

   "The Operating Term shall commence on the Commencement Date of the expanded Center and shall continue thereafter for an initial period of two five (5) year terms, subject to early termination as provided in Section 3.2 hereof (such term being herein referred to as the "Operating Term")."

4. Termination. Section 3.2(e) of the Agreement is deleted in its entirety.

5. Gross Revenue to Lessee. Section 5.1 of the Agreement shall be deleted and inserted in its place the following:

   "In each Fiscal Year or prorated for any partial Fiscal Year, the Lessee shall receive and Operator shall guarantee an amount equal to the first two hundred twenty-eight thousand and six hundred dollars ($228,600.00) of Gross Revenues received from the operation and use of the Center. The distribution of Gross Revenue to the Lessee shall be made monthly and no later than the fifteenth (15th) day of the next succeeding month. All Gross Revenue shall be distributed to Lessee until Lessee has received two hundred twenty-eight thousand and six hundred dollars ($228,600.00)."

6. Operator Reimbursed For Third Party Expenses. Section 5.2 of the Agreement shall be deleted and inserted in its place the following:

   "Following Lessee's receipt of two hundred twenty-eight thousand and six hundred dollars ($228,600.00) the Gross Revenue shall be applied to reimburse Operator for all third party Operating Expenses reasonably incurred in connection

with and arising out of the operation and management of the Center. The Operator shall provide to Lessee monthly statements setting forth reasonable Operating Expenses for which Operator seeks reimbursement. The Gross Revenues following the initial two hundred twenty-eight thousand and six hundred dollars ($228,600.00) distribution to Lessee shall be applied to Operator's reasonable Operating Expenses up to and until Operator has fully recovered its reasonable Operating Expenses for that Fiscal Year. The Lessee makes no assurance as to the sufficiency of the Gross Revenue to fully reimburse Operator for its reasonable Operating Expenses and in the event the Gross Revenues are not sufficient, the Lessee has no obligation to reimburse Operator for its reasonable Operating Expenses."

7. Continuation of Agreement. Except as expressly amended herein, the Agreement shall remain in full force and effect.

8. Counterparts. This Amendment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same.

[Signature Page to Follow]

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

LESSEE:

CITY OF GREEN BAY

By: _____
James J. Schmitt, Mayor

Attest: _____

Name: _____
City Clerk

OPERATOR:

LLJ HOSTMARK, LLC,
A Delaware Limited Liability Company

By: _____

Print: _____

Attest: _____

AUTHORITY:

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Chairman

Attest: _____
Secretary

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.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 be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. 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	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.6

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."

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

1. RDA-JOHNSON
2. 1-1600

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.

Redevelopment Authority
of the City of Green Bay

927 Liberty Street (Tax Parcel 1-1600)

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	PREPARED BY
April 14, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.7

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 May 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	PREPARED BY
April 14, 2020	Matt Buchanan, Staff

AGENDA ITEM # E.8

Consideration with possible action on Commercial Facade Improvement Grant funds to Paul D. Jacob for enhancements to 715 S. Broadway (Tax Parcel 2-100).

BACKGROUND

Paul D. Jacob, owner of 715 S. Broadway (Tax Parcel 2-100), has submitted a commercial facade grant application to fund improvements to the property. The property is currently leased to the Rum Runners bar. The project includes removal of the existing storefront wall, framing in new windows to match the facade's original design, installing new stained glass and decorative panels, repainting the south-facing wall and west-facing upper window trims, and repainting the front dome with copper paint.

The total grant-eligible project cost is $23,312.00. The design review committee has reviewed and scored the application and recommends awarding $14,337.00, which would cover up to 61.5% of the estimated project cost.

The federally-required environmental review process for this proposal is currently underway and must be completed before funds may be awarded.

RECOMMENDATION

Approval of a $14,337.00 commercial facade grant to Paul D. Jacob, contingent upon successful completion of the HUD environmental review process.

FISCAL IMPACT

The RDA has allocated $100,000.00 in Community Development Block Grant (CDBG) funding for commercial facade or demolition grants for 2019-2020. To date, the RDA has already obligated $49,232.00 to other projects. If $14,337.00 is awarded to Paul Jacob, the RDA would have $36,431.00 remaining to fund additional projects in the 2019-2020 grant cycle.

ATTACHMENTS

1. Rum Runners Application

City of Green Bay

Commercial Façade Improvement Program Application

A. Applicant Information

Building Owner:	Paul D. Jacob
SSN or Tax ID No.:	
Contact Name:	Paul D. Jacob
Address:	711 N. Ashland Ave.
City/State/Zip:	Green Bay, WI 54303
Phone: 920-784-7108	Fax: n/a
E-Mail	pdjacob@twc.com
Businesses Impacted:	Rumrunners Tavern

B. Building Information

Building Name:	Rumrunners
Address:	715 S. Broadway, Green Bay, WI 54304
No. of Stories:	2
No. of Primary (street facing) Facades:	1.5 (?)
Total Square Feet:	5,065
Year Built:	1880
Approx. Market Value:	$120,000

Space Allocation

Retail %:	70
Office %:	0
Residential %:	30
Other %:	0

C. Proposed Project

1. Describe the proposed "project" in detail. This narrative should describe the same project outlined in the financial details.

Remove existing storefront wall. Frame in and restore original full windows, with stained glass above the headers. Install decorative panels below windows and at entranceway. Scrape, prime, paint lower installations and upper window trims. Copper paint on front dome. Paint south street-facing wall. Remove front mansard, to further restore original design.

2. Project Start Date: 5-15-2020 3. Project End Date: 5-22-2020

4. Explain why Commercial Façade Improvement Funds are needed to complete the project. Would improvements be made without the assistance or to a lessor degree?

I would not have funds to complete this project. The improvements will help revitalize the boat yard district, hopefully increasing utilization and tax base.

D. Project Financing

Reimbursement shall be limited to no more than 75% of the total cost of eligible improvements, not to exceed the amount awarded by the Redevelopment Authority. The City of Green Bay requires proof of payment before reimbursement. Project must begin within 3 months of approval date and must be completed 9 months after the Project Begins.

E. Summary of Eligible Improvement Costs			
Proposed Work	Contractor(s)	Finish Date	Cost Estimate
Storefront remodel	Green Earth	5/22/20	22,752-
Stained glass panels	Kotecki Glass	5/30/20	560-
		Total:	23,312-

F. Summary of Non-Eligible Improvements			
Bids for non-eligible work are not required			
Proposed Non-Eligible Work	Contractor(s)	Finish Date	Cost Estimate
Tuck Pointing brick building in prep for bigger project	Timmer Masonry	11/25/19	2,500-
	Paid	Total:	2,500-

G. Application Attachments

Check if submitted. If not submitted, provide an explaination.

Yes	No	
◉	○	Written Bids/Quotes for work to be completed.
◉	○	Design plan or detailed description of work to be completed.
◉	○	Existing building photographs and renderings of finished project.
◉	○	Letters of commitment or proof of other financing.

H. Applicant Signature

I certify that all information contained in this document and any attachments or exhibits is true and correct to the best of my knowledge.

I understand and agree to meet and/or carry out all the program requirements as outlined by the City of Green Bay.

I authorize the City of Green Bay to research the company's history, research key individual's histories, contact respective finacial institutions, obtain credit reports and perform other related activities necessary for the reasonable evaluation of this application.

Paul Jacob — Signature

3-15-2020 — Date

Office Use Only

Date of Application Submission _____

Date of Design Review Board Approval _____

Date of RDA Approval _____

Date of Permit Approval _____

Green Earth

Industrial Refinishers LLC
817 Ardennes St. Green Bay, WI 54303
Phone (920) 737-5080 steve.lasee@gmail.com

Estimate

03/05/2020

Paul Jacob
Rum Runners
715 S Broadway
Green Bay, WI
(920) 784-7108

STOREFRONT REMODEL / REMOVE MANSARD

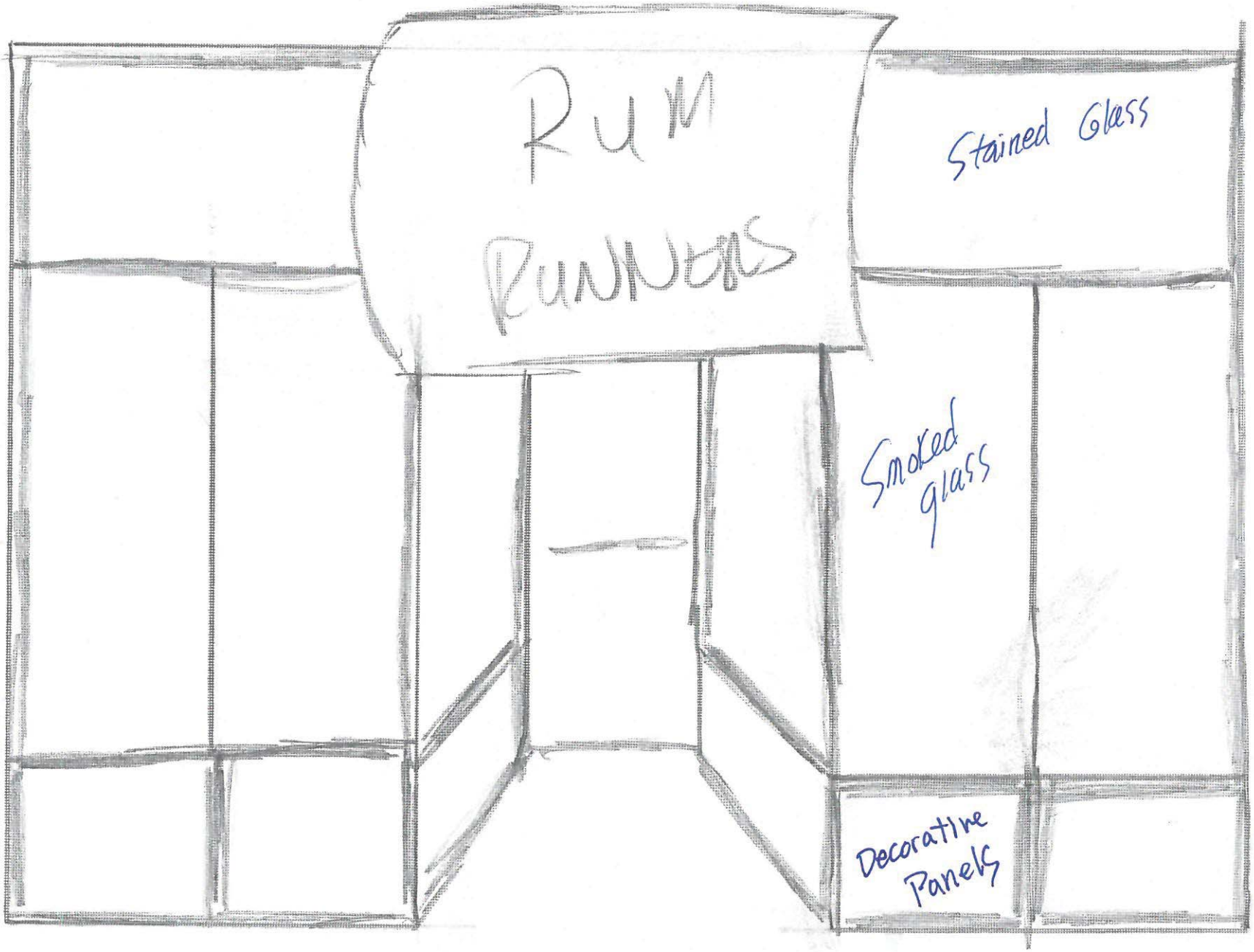
Remove vertical vinyl siding from front of building
Remove front Mansard and Rum Runners sign
Frame front to accept Wincore replacement windows
Windows to be Wincore 7700 series picture windows mulled four unit
Bronze exterior Cherry on clay interior
Double-strength Insulating bronze/Argon/Lowe Glass with heat gain (tinted)
Remove Cedar shake in entryway
Install LP Smart siding Panels Picture frame windows and bottom 30" of walls
Insulate and rock interior walls, texture and paint per owner color
Stain and trim interior windows
Paint exterior lower and upper exterior per owner color
Paint upper dome copper color
Reinstall Rum Runners Sign
Install roll down sunscreens
Green Earth to supply building permits
(Estimate includes $800.00 for electrical work)

Tall Mulled Unit $22.752.00 (Approx. 5.5' X 8.5'}

Terms: 50% Down Balance due at completion of work
Includes: Disposal costs, Permits (If required), Taxes & Insurance
Workmanship carries a 2-year warranty

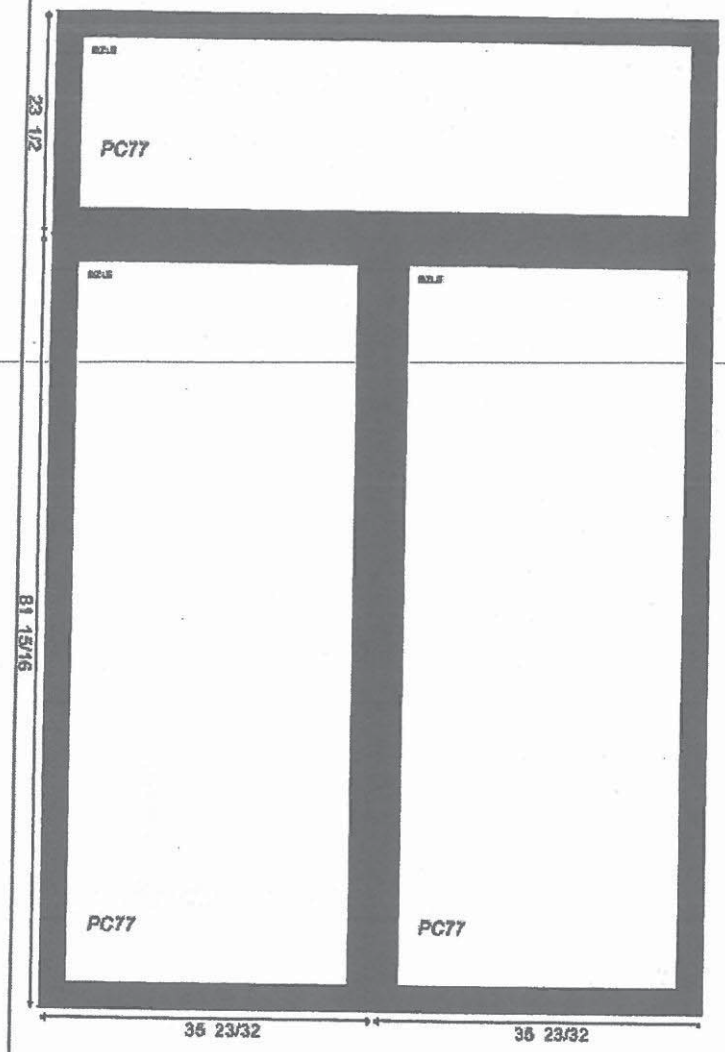
Prepared By S Lasee ***Date*** 3/5/20

Accepted By _____ ***Date*** _____


Run
Runways
Stained Glass
Smoked glass
Decorative Panels

Drawing

678691-5



71 1/2 W X 105 1/2 H

Don Kotecki
N6950 Left Foot Lake Rd.
Crivitz, WI 54114

INVOICE NO.
9990

SOLD TO: Paul Jacob
STREET & NO.
CITY STATE ZIP

SHIPPED TO
STREET & NO.
CITY STATE ZIP

CUSTOMER'S ORDER	SALESMAN	TERMS	F.O.B.	DATE

INVOICE

For: Design + Fabrication of
4 Stained Glass Panels
Approx Size - 20 X 30 @ 140.00 560 00

Estimate Only

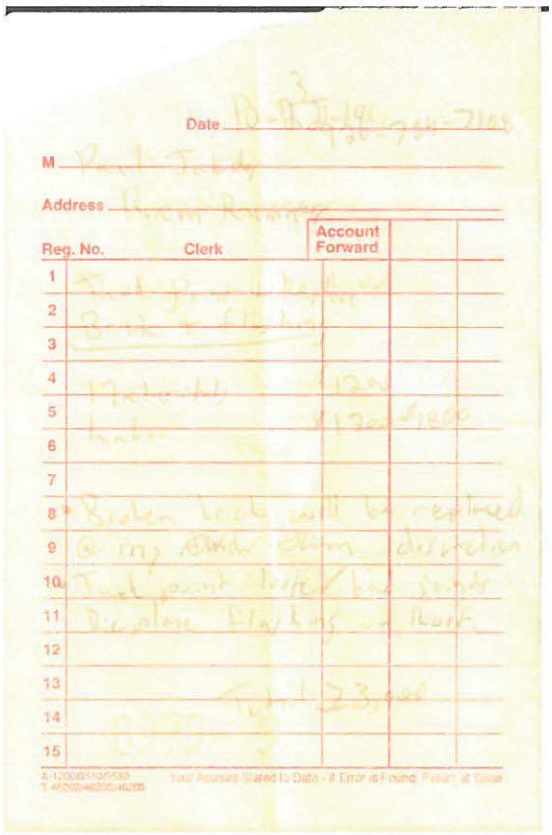
XFORM
721/
1723

I went to this gentleman's studio in Crivitz to see his work and discuss my window panels.
He has been fabricating and restoring stained/leaded glass windows as his primary work since the 1950's. He is now retired, but continues as somewhat of a hobby. The estimate he provided is unbelievably inexpensive. I imagine others might charge $560 per window, not for all four!

Paul Jacob

715 S. Broadway, Grant Project mason work:

In preparation for the aesthetic improvements, the street-view brick wall needed some minor mason work. Over the decades, some of the mortar had deteriorated to a point where there were large gaps and even loose bricks in the wall. I made a decision to move forward with this component of the larger project (done in November: $2,500) because it could not be done during the winter, and therefore could potentially hold up other aspects of the project. I'm hoping the City will understand my time concerns and allow as part of the total proposal for this property. –Paul Jacob, owner



Tuck pointing.
$2500–
paid Nov. 2019

Fox Communities Credit Union

Welcome back, PAUL JACO

Date	Description	Amount
NOV 29 2019	Internet Transfer to XXXXXXXX7009	~~$420.28~~ $1,292.71
NOV 29 2019	SUNOCO 01797539 401 MATHER GREEN BAY WIUS	($27.90) $872.43
NOV 29 2019	FOX COMMUNITIES 2200 VELP AVENUE GREEN BAY WIUS	($300.00) $900.33
NOV 27 2019	- 1473	($2,500.00) $1,200.33

Details

Statement Description:

Date:
11/27/2019

Type:
Debit - Check 1473

PAUL D JACOB
710 N ASHLAND AVE
GREEN BAY, WI 54303

1473

11-25-19

Pay to the Order of Andreas Timmer $2500=
Twenty-five hundred no/100

Fox Communities Credit Union

For 715 Broadway Paul Jacob

⑆275977256⑆9001292870094⑈ 1473

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.9

Consideration with possible action to authorize a Request for Proposals (RFP) for the Home Improvement Loan Program (HILP).

BACKGROUND

The Redevelopment Authority annually allocates $200,000 of HOME funds and $50,000 of CDBG dollars to fund a Home Improvement Loan Program (HILP). Deferred payment 0% loans are provided to homeowners and they are not required to be repaid until the property is sold or they move out. This has been a very successful program, which allows homeowners and their families stability in housing and our older population the ability to age in place. The loan covers expensive repairs that could not be accomplished without this loan product.

We were notified that unfortunately, our Neighborhood Development Specialist who administers this program, will be retiring in June. Currently our department has two (2) Neighborhood Development Specialist positions, one that focuses on rehabilitation and the other, which has been held vacant for a few years, broader neighborhood development tasks. If the RDA can find a qualified contractor to administer the HILP, we will be able to fill the currently vacant Neighborhood Development Specialist position and not fill the rehab focused position. This will allow us to concentrate more on affordable housing redevelopment projects, some generated by TID affordable housing funding, as well as focus our efforts more in providing assistance to help end homelessness in Green Bay.

Staff worked with the City's Purchasing Dept. to prepare an RFP to seek out a qualified organization to administer this loan program. Our goal is to award this contract on an annual basis with the ability to renew for the next three years. If we receive a successful candidate, staff will bring this back to the May RDA meeting for final approval.

RECOMMENDATION

Authorize a Request for Proposals (RFP) for the Home Improvement Loan Program (HILP).

FISCAL IMPACT

ATTACHMENTS

1. RFQ #3252

CITY OF GREEN BAY, WISCONSIN
Redevelopment Authority of the City of Green Bay
REQUEST FOR PROPOSAL #3252
Home Improvement Loan Program (HILP)

Request for Proposal (RFP) Schedule of Events CC: 94660, 95013, 91863, 95249	
April 15, 2020	RFP issued to Vendors
April 29, 2020	Questions from Vendors due (written only)
April 30, 2020	Addendum issued (if required)
May 6, 2020	DUE DATE FOR RFP (by **2:00PM** CST, opened in room 101)
May 12, 2020	Projected award notification date, pending Authority approval on May 14, 2020.
Method and deadline of submittal	SEALED envelope only, by mail delivery only due to current COVID-19 restrictions. No fax or E-mail. **Submit Five (5) complete sets of your RFP documents** and one (1) digital copy on a flash drive. Please Label the lower left corner of your sealed submittal envelope: " **SEALED PROPOSAL RFP 3252** **RDA – Home Improvement Loan Programs (HILP)**
Submit Proposals to	Calvin Winters, Procurement Manager City of Green Bay, Purchasing Department 100 N. Jefferson St., Room 101, Green Bay, WI 54301-5026
E-mail, Phone, Fax Info	Purchasing Department E-mail: purchasingag@greenbaywi.gov Fax: 920-448-3050

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and non responsive. All times listed are in Central Time, unless otherwise noted.

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INFORMATION AND INSTRUCTIONS

General Information
The City of Green Bay (City) is requesting your consideration to participate in our Request for Proposal (RFP). This section lists basic information and instructions. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal this Contract. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions which responses should be made. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

Background
The City of Green Bay receives Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds annually from the U.S. Department of Housing and Urban Development (HUD) to fund activities that benefit low- and moderate-income (LMI) residents of Green Bay.

The City of Green Bay has authorized the Redevelopment Authority of the City of Green Bay (RDA) to administer the its CDBG and HOME funds and operate a Home Improvement Loan Program (HILP) in the City of Green Bay. Neighborhood revitalization and physical rehabilitation of existing housing stock in Green Bay is a priority of the RDA. The HILP program accomplished this priority by providing assistance to low and moderate income (LMI) homeowners to make extensive repairs when they are most needed at little or no immediate cost to themselves.

The RDA reserves the right to select, negotiate and subsequently award, the proposed service which best meets our required needs, quality levels, and budget constraints. The award may be in part or whole. To learn more about the Redevelopment Authority of the City of Green Bay, please visit our website at http://www.greenbaywi.gov

Contact with the City of Green Bay
This Request for Proposal (RFP) is issued by the City of Green Bay (City) Purchasing Division, which is the sole point of contact for the City during the selection process. During participation in this proposal, Vendors must arrange all contacts with the City through the individual listed. Contact with the City must be for the sole purpose of clarifying issues related directly to this proposal. Contacts not arranged through the individual listed are deemed to be unacceptable. The Purchasing Staff responsible for managing the procurement process is Jackie Krawze.

Submit RFP's to:	Calvin Winters, Procurement Manager- Purchasing Department
Address	100 North Jefferson Street, Room 101, Green Bay, WI 54301-5026
Phone	920-448-3047 FAX: 920-448-3050
Email	PurchasingAg@greenbaywi.gov

Schedule of Events
Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. Proposals must be received in the above office by the specified time stated. Late submissions will be considered unresponsive and will not be evaluated. In the event the City finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing addenda to this RFP.

Definitions
The following definitions are used throughout the Request for Proposal (RFP).
- City means City of Green Bay
- RDA means Redevelopment Authority of the City of Green Bay
- Proposer/Vendor means a firm submitting a proposal in response to this RFP.
- Contractor means proposer awarded the contract.

Reasonable Accommodations
The City will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division contact listed in this proposal. City Hall is available through either of the two entrances on the Jefferson Street (west) side of the building.

Sealed Proposal Submission
This is a sealed proposal and only the names of proposers will be read at the public opening. Documentation must be received at the office of the Purchasing Department on or before the due date noted above between the hours of 8am and 4:30pm, Monday – Friday. Proposals shall be in your envelope clearly marked with the Vendor's name and return address and indicate **"SEALED PROPOSAL RFP#3252."** Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.

Questions
Vendors are asked to examine this request for proposal (RFP) upon receipt. All questions or clarifications should only be directed in writing via fax or e-mail to the Purchasing Department, before the designated deadline for written questions. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of City regarding this RFP may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

Addenda
Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their proposal, to determine if addenda were issued. Addenda will be issued on DemandStar to registered vendors who will be notified electronically. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated by the Vendor on the bottom of the Proposal Signature Page.

Non-restrictive specifications and vendor alternates
Specifications are intended to define the level of quality and performance of this purchase and not to restrict competition. Where certain brands or part number are specified, it is for illustration or to establish a standard of quality (unless 'No Substitution' is noted). Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY ITEM NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendor's request for change.

Proposal Opening
Proposals will be publicly opened and only proposers name to be read on the proposal due date in the Purchasing Department Conference Room at 2:00 PM, City Hall, Room 101, 100 N. Jefferson St., Green Bay, WI. The main purpose of the proposal opening is to reveal the names only of the Vendors, and not to serve as a forum for determining the most responsive, responsible Vendor.

Proposal Evaluation Process
After the closing date, the City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the RDA's requirements. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination. One or more responsive and responsible vendor proposals may be selected and further negotiations and/or interviews/oral presentations may occur. Once the successful Vendor has been selected, an award notice will be issued.

Award Notice
After an award is made, a proposal tabulation summary will be available through DemandStar. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based only on lowest price.

Appeals Process
Protest of this award or recommendation of award shall be made in writing and received in the purchasing office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are posted on the Demandstar service.
A written protest must contain a specific legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved, and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the Purchasing Agent.

Termination of Contract
The City or RDA may terminate the resulting contract at any time by a notice in writing from the City Purchasing Agent to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

Right of Rejection and Clarification
The RDA reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the RDA.

Right to award all or a portion
The RDA reserves the right to award all or a portion of this request to one or more Vendors on a location basis. Vendor to indicate any additional discount allowed for award of entire order.

Financial Commitments
All financial commitments by the RDA are subject to the availability of funds approved by the Redevelopment Authority of the City of Green Bay.

Incurring Costs
The RDA is not liable for any cost incurred by proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations, or any other costs a vendor would incur in responding to the RFP.

Right to Cancel
The resulting contract may be canceled with just cause by either party, with submission of a 90-day written notice to the other party.

Fixed Price Period
All prices, costs, and conditions in the proposal shall remain firm and valid for acceptance for 90 days after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

Statutory Information
Any purchase agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin.

All project participants, consultants, engineers, and vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.

Public Records Requirement
It shall be understood any proposal and any/all referencing information submitted in response to this RFP shall become the property of the City/RDA and will not be returned. The City/RDA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a Public Authority, the RDA is subject to making records available for disclosure.

Nondiscrimination
In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Assignment or subcontract
Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

Independent Contractor Status
The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Non-compliance
Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State, Federal Government specifically HUD, for non-compliance with any requirements, including equal opportunity and/or affirmative action.

Patent Infringement
The seller shall indemnify and hold harmless the City and RDA and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

Rights to Submitted Material
It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts, and proposal or referencing information submitted in response to this RFP shall become the property of the City/RDA, and will not be returned. The City/RDA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City/RDA is subject to making records available for disclosure.

1. PREPARING AND SUBMITTING A PROPOSAL

General Instructions
The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired.

Proprietary Information
All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated **on the attached** "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s) and Wisconsin Open Records Law.

Proposal Response Organization and Format
Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Each individual attachment should be separated by tabs or otherwise clearly marked. **Five (5)** complete hard-copy sets of documents are required and one (1) CD or flash drive with all proposal documents. The signature page attachment lists all the documents and page numbers that are required by each vendor.

Number of Proposal Options & Complete Information
Proposers may submit more than one proposal if they choose. Each proposal submitted must conform fully to the requirements for proposal submission. Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the proposal opening. Failure to enclose all necessary attachments by the time the proposals are opened may disqualify the Vendor from being awarded the contract. If more than one proposal is submitted, proposer shall number proposals (ie. Proposal 1, Proposal 2, etc.)

Oral Presentations
Selected vendors may be required to make oral presentations to supplement their proposals, if requested by the RDA. The RDA will make every reasonable attempt to schedule each presentation at a time which is agreeable to the proposer. Failure of a proposer to conduct a presentation to the RDA on the date scheduled may result in rejection of the vendor's proposal.

2. PROPOSAL SELECTION AND AWARD PROCESS

Preliminary Evaluation
The proposals will first be reviewed to determine if the requirements are met, and if additional mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event all vendors do

not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references or request oral presentations. The RDA's intention is to procure the most functionally complete and cost-effective application which will provide the flexibility to meet our current and future needs. The total price of the proposed solution for the RDA's applications will be considered in the final analysis, but may not be used as the primary consideration in the selection of the "best" solution. Ultimately, the RDA will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for the RDA, as evaluated pursuant to the evaluation criteria as set forth herein. The RDA reserves the right to award in part or whole. The proposals will be scored by a committee. They will select a vendor based on the following criteria. A Vendor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination based on several criteria.

SCORING CRITERIA & POINTS

Description	Points
Organizational Capabilities	35
Staff Qualifications	25
Marketing	10
References and M/W/DBE Plan Participation	10
Fee Proposal/Cost	20
TOTAL	100

Right to Reject Proposals and Negotiate Contract Terms

The RDA reserves the right to reject any and all proposals. The RDA reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the RDA may negotiate a contract with the next highest scoring proposer.

3. INSURANCE/INDEMNIFICATION REQUIREMENTS

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, board members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. . **PROFESSIONAL LIABILITY (Errors and Omissions)**
   - A. Minimum Limits
     - (a) $1,000,000 each claim/$3,000,000 annual aggregate
     - (b) Any deductible not to exceed $25,000 each claim
   - B. Must continue coverage for 3 years after final payment for service/job

2. **GENERAL LIABILITY COVERAGE**
   - A. Commercial General Liability
     - (a) $1,000,000 general aggregate
     - (b) $1,000,000 products - completed operations aggregate
     - (c) $1,000,000 personal injury and advertising injury
     - (d) $1,000,000 each occurrence limit
   - B. Claims made form of coverage is not acceptable.
   - C. Insurance must include:
     - (a) Premises and Operations Liability
     - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
     - (c) Personal Injury
     - (d) Explosion, collapse and underground coverage
     - (e) Products/Completed Operations
     - (f) Independent Contractors
3. **BUSINESS AUTOMOBILE COVERAGE**
   - A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

A. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

$100,000 Each Accident
$500,000 Disease Policy Limit
$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

*** Additional Insured** – On the General Liability Coverage**,** City of Green Bay, Redevelopment Authority of the City of Green Bay and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

*** Endorsement -**The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

*** Indemnification -** (VENDOR) hereby agrees to indemnify, defend and hold harmless the Redevelopment Authority of the City of Green Bay, City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of (VENDOR) or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

(VENDOR) shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that (VENDOR) employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be (VENDOR) responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

*** 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, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

*** Certificates of Insurance -** A copy of the Certificate of Insurance must be on file with the Risk Management.

*** Notice -** City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers -** No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

4. VENDOR QUALIFICATIONS

The following are minimums of standards a responsible Vendor should meet:

1) Five years of experience administering a HUD Home Improvement Loan program.
2) Five years' experience working with federal, state or other local programs that are administered by other government agencies, non-profit organizations or conventional financial institutions.
3) Experience and success in obtaining grants and other financing for renovation of existing low-income housing.
4) Strong knowledge of community lending programs.
5) Three years' experience working with HUD programs.
6) Be able to comply with the requirements of the Green Bay Redevelopment Authority program, and HUD regulations for CDBG and HOME funding.
7) Favorable references from businesses or clients with projects of similar scope and indicate the Vendor has the ability to carry out the services specified.
8) Have a satisfactory record of integrity and business ethics.
9) Have the ability to meet the HUD Lead based paint, and environmental review requirements.
10) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.
11) Vendor must not be listed on the HUD Suspended and Debarred list located at https://sam.gov/SAM/. Any proposer found to be listed on this shall have their proposal rejected.

VENDOR'S PERFORMANCE CAPABILITY: Prospective Vendor's performance capability will be evaluated. This may include:

1) An evaluation of data on hand;
2) An evaluation of the data from other agencies, including references;
3) An optional on-site inspection of facilities;
4) Any combination of above.

5. SCOPE OF SERVICES RFP

Scope of Proposal

The Redevelopment Authority of the City of Green Bay (RDA) receives Community Development Block Grant (CDBG) and HOME funds annually. A portion of these funds $50,000 of CDBG and $200,000 of HOME are used to operate a Home Improvement Loan Program (HILP) in the City of Green Bay annually. Neighborhood revitalization and physical rehabilitation of housing stock in Green Bay will be accomplished by providing assistance to low and moderate income (LMI) homeowners in the form of deferred payment loans. Deferred payment loans are not required to be repaid until the sale or exchange of the residence takes place or the residence ceases to be the principal residence of the original loan recipient. This allows homeowners to make extensive repairs when they are most needed at little or no immediate cost to themselves.

The RDA is seeking a qualified organization that will administer the HILP program annually for the next three (3) years in accordance with the attached Procedures that were adopted by the RDA which outlines program provisions and guidelines and the Department of Housing and Urban Development (HUD) regulations as they pertain to CDBG and HOME funds.

The qualified vendor will run the HILP program for the RDA on behalf of the City of Green Bay and provide seamless administration through the transition from an internally run program to a vendor run program under the guidance of the HILP procedures manual, and city staff. Services to be provided include but are not limited to:

- Program promotional material and general promotion
- Client intake and qualifications
- Client interview and home inspection
- Strong knowledge of City Housing Codes and UDC
- Ability to write detailed and accurate specifications within the budget guidelines and in compliance with HUD requirements
- Ability to work with contractors and make field judgments on rehab questions and work as an advocate for the homeowners and liaison between homeowners and contractors
- Ability to execute the loan under writing process and loan closing documents.
- Ability to administer payments and accounting for each individual loan.
- Ability to inspect progress of each rehab and have the necessary skills to resolve homeowner contractor conflicts if they arise
- Ability to test for lead-based paint pre and post contractor activity
- Ability to manage files and respond to monitoring requests on a timely bases
- Ability to keep completed project files updated as required by program rules
- Ability to provide timely documents upon request for program compliance
- Please list the names, titles, and position descriptions of all individuals who will be working directly on this program.
- Ability to recruit, and qualify minority contractors

6. Proposal Format

Respondents must submit the following information for the submission to be considered complete. Please label each section so it is clearly identifiable.

1. Letter of Interest

A brief statement summarizing the Respondent's organization, it's understanding of the Home Improvement Loan Program, and describe relevant experience and qualifications.

2. Organizational Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. Projects with Government agencies are preferred.

3. Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be program manager(s) etc. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Detail the number of hours for each key staff member by service component that you estimate will be needed to fulfill the contract requirements. Include any staff certifications relevant to tasks they will perform.

4. Marketing

Describe your philosophy, approach, and preferred methods for marketing this program to the population most in need of this loan program.

5. Business References and RDA Forms

a. Business references: Provide three references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference

b. Section 3 Participation: Provide detailed narrative on how the Respondent will assist the RDA to comply with HUD's Section 3 Requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses.

c. Minority and Women Business Participation: Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals.

ATTACHMENT A – REFERENCES

Vendor Name:

_____

Provide a minimum of THREE (3) customers as references. These references must be current customers utilizing services similar to those requested. Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

1. Company Name:	
Address:	
Telephone:	
Contact Person:	
Product(s) and/or Service(s) Used:	
How long have you been working with this company?	

2. Company Name:	
Address:	
Telephone:	
Contact Person:	
Product(s) and/or Service(s) Used:	
How long have you been working with this company?	

3. Company Name:	
Address:	
Telephone:	
Contact Person:	
Product(s) and/or Service(s) Used:	
How long have you been working with this company?	

4. Company Name:	
Address:	
Telephone:	
Contact Person:	
Product(s) and/or Service(s) Used:	
How long have you been working with this company?	

ATTACHMENT B – CONFIDENTIAL, TRADE SECRET & PROPRIETARY

DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION FORM:

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

_____

_____

_____

*NOTE: Proposers are cautioned that the **ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY**. **THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

_____

Signature (Authorized Representative) Telephone Number E-mail

_____

Name (Please Print) Company Name

_____

Title Date

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.

ATTACHMENT C – PROPOSAL PRICING PAGE

VENDOR NAME:_____

Home Improvement Loan Program

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Your proposed price is to include all labor, materials & equipment necessary to satisfactorily complete the above listed project(s). Payment to vendor will be upon satisfactorily completion of work. **By signing this proposal, vendor agrees to all City of Green Bay Specifications, terms & conditions contained herein.** The City reserves the right to award all or a portion of this request to one or more Vendors on a line item (per project) basis.

Please fill in the table below for your estimated costs for the project based on the information provided. Please include any costs that will be charged to the City for the project including but not limited to staff hours, travel costs, reimbursable expenses, etc. Total estimated cost shall be the basis for scoring. Please include additional sheets if necessary. **Please provide a breakdown of how fees will be charged to the City (ex. upfront costs vs. costs rolled into total project costs)**

Cost Description/Staff Title	Hourly Rate	Estimated Hours/Quantity	Extended Cost
		Total Estimated Cost	

ATTACHMENT D – PROPOSAL SIGNATURE PAGE

RFP #3252– Home improvement Loan Program

VENDOR'S SIGNATURE & INFORMATION:	
Vendor Full Legal Name:	
Complete Address, City, ST, Zip:	
Bidders Contact Name & Title (Type or Print):	
Authorized Signature:	
Phone # & Fax#:	
Contact's Email Address:	
Date:	
Taxpayer I.D. Number:	
Indicate **YES** or **NO** if your company accepts payment by credit card. *The City does not pay service fees when paying by credit card*:	

ADDENDA - It is Vendor's responsibility to check for issuance of any addenda. The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Documents to be submitted with this Proposal (4 copies) plus one (1) electronic copy on a CD or flash drive

1. ☐ Attachment A – References Page Page 11
2. ☐ Attachment B – Confidential/Proprietary Info Page 12
3. ☐ Attachment C – Pricing Page Page 13
4. ☐ Attachment D – Signature Page Page 14

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans
[ ] Hispanic Americans
[ ] Native Americans
[ ] Asian Pacific Americans
[ ] Asian Indian Americans
[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Ken Rovinski, Staff

AGENDA ITEM # E.10

Consideration with possible action on a development agreement with LeMense Quality Homes for the property located at 827 9th Street (Tax Parcel 1-950) under the New Homes in Your Neighborhood program.

BACKGROUND

This property was acquired in 2019 from the Brown County Treasurer as a tax foreclosure. The property was a vacant lot upon acquisition. The 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 proposing to use the Jackson plan offered in the City's plan book. Staff recommended that the builder modify the plan to add more curb appeal on the side of the dwelling as this is a corner lot. LeMense built the same plan at 929 N. Broadway and 1227 S. Greenwood Avenue, selling both to owner-occupants. The builder also spec built a City plan book design at 1231 S. Greenwood Avenue, which is currently listed for sale to an owner-occupant. LeMense is also finishing a custom build as part of the NHIYN program at 520 Hubbard Street that is scheduled for completion mid-May. 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 827 9th Street (Tax Parcel 1-950) using $25,000.00 of Neighborhood Enhancement Funds.

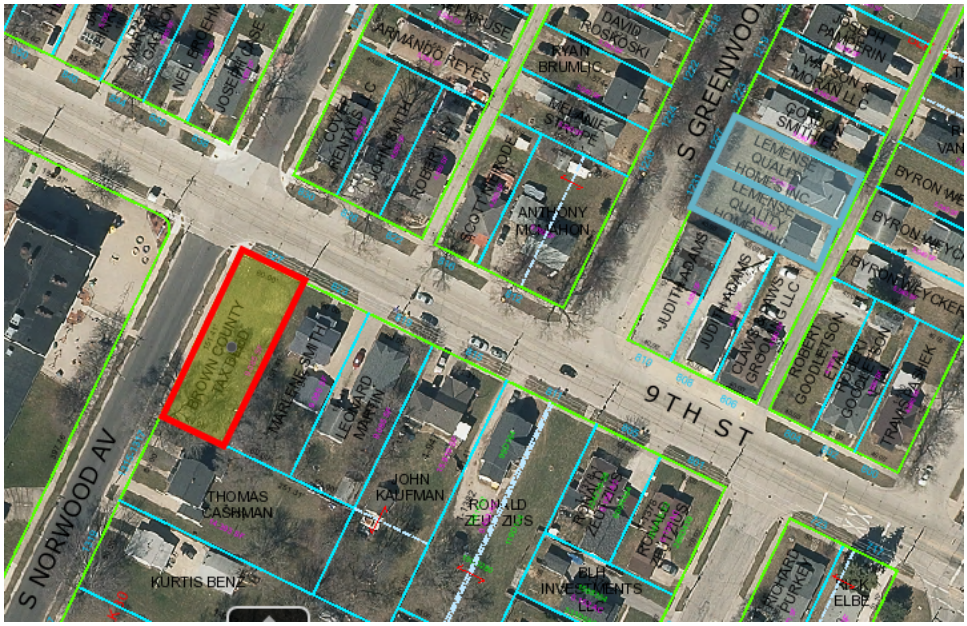
FISCAL IMPACT

This property was acquired for $3,861.83 using Neighborhood Enhancement funds. The applicant is seeking the $25,000 NHIYN grant and will be leveraging $160,000.00 of bank loans for construction.

ATTACHMENTS

1. 827 9th St - Report Info
2. NHIYN 20-01 - Application
3. NHIYN 20-01 - Plan (revised)

827 9th Street



Property Information:

Parcel ID …… 1-950
Lot Size…… 60’ x 151’
Zoning…… Residential Three

Tax Information:

Land Value…… $19,100

Date Received: _____
Option Awarded: _____
Payment Received: _____
(For Office Use Only)

Equal Housing Opportunity

NEW HOMES IN YOUR NEIGHBORHOOD PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301

CITY OF GREEN BAY 1854 Titletown, USA

PLANNING OPTION APPLICATION FORM

Name/Company Lemense Quality Homes - LQH Homes

Current Address 3609 Glen Oaks Pass, GB, WI 54311

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

Email lemensequalityhomes@icloud.com

Source of funding (provide proof of available funds w/ application) Line of Credit

Estimated amount of investment $ 145,000.

Address of chosen RDA parcel 827 9th St.

Briefly describe the project. Provide preliminary plans. The Jackson plan w/added second bathroom. Also going to try and attach garage if allowable. Side entry garage off S Norwood Ave. Start home once 1231 + 1227 Greenwood are complete first of April.

Will you be able to start construction in the next 6 months? (Yes) / No (circle one)

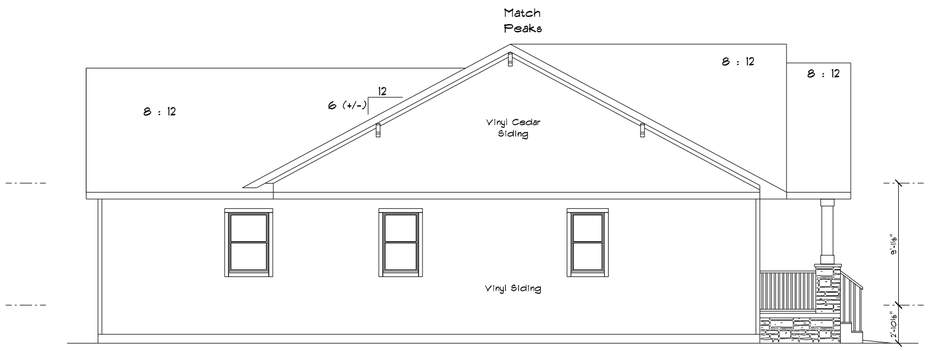
Will you be occupying the house? Yes / (No) (circle one)

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.

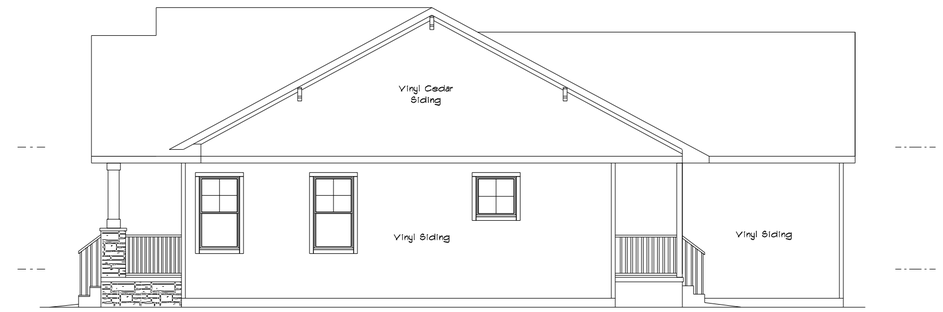
Signature _____ Date 3/1/2020

Signature _____ Date _____



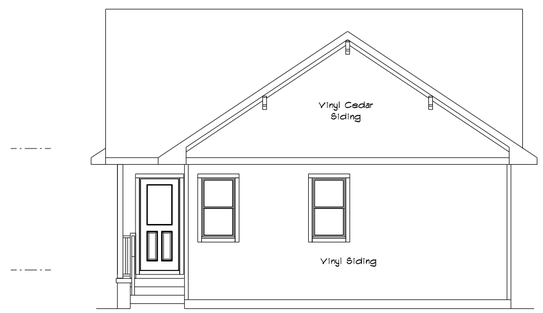
LEFT ELEVATION

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



RIGHT ELEVATION

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



REAR ELEVATION

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

PRELIMINARY PLAN ONLY
(NOT TO BE USED FOR CONSTRUCTION)
(MAY NOT BE SUFFICIENT FOR ESTIMATES)

FRONT ELEVATION

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

IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: City of Green Bay
Dept. Of Community and Economic Development

JOB NAME: B Three Bedroom Ranch

DRAWN BY: MJK

DATE: 6/2/17

REVISIONS: 3/4/20 CS

SQ. FT.: 1343 Sq. Ft.

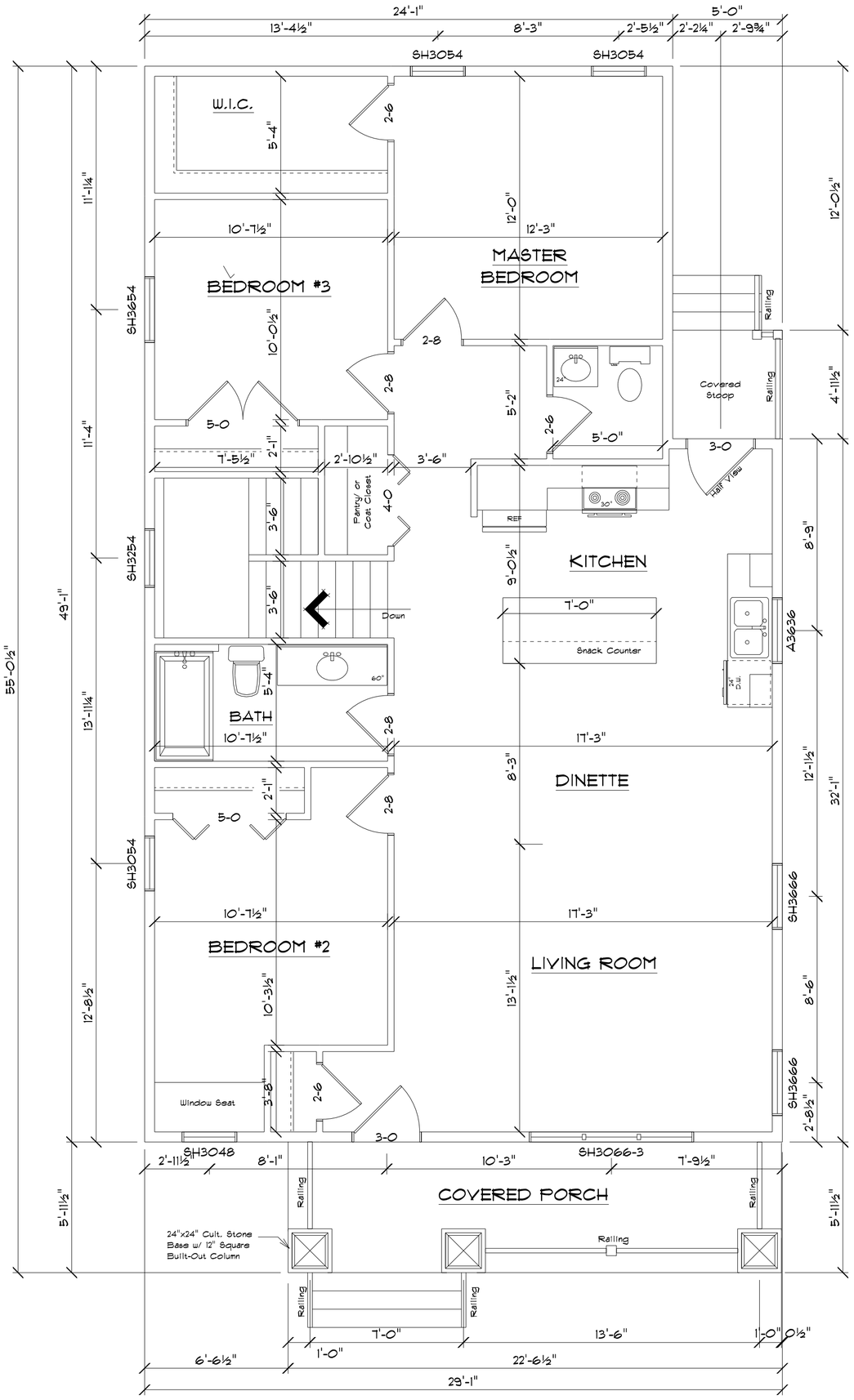
SCALE: 1/4"=1'-0"

PLAN NO.: 17-274-R

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9570
1990 LARSEN ROAD
P.O. BOX 10007
GREEN BAY, WI 54307

COMPONENTS:
PHONE (920) 496-5094
FAX (920) 498-1219
1745 MORAINE TERRACE
GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY



FLOOR PLAN

9'-1 1/8" CLG. HGT.
1343 SQ. FT.
145 SQ. FT. (PORCHES)

PRELIMINARY PLAN ONLY
(NOT TO BE USED FOR CONSTRUCTION)
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CUSTOM DESIGNED FOR: City of Green Bay
Dept. Of Community and Economic Development

JOB NAME: B Three Bedroom Ranch

DRAWN BY:	MJK
DATE:	6/2/17
REVISIONS:	3/4/20 CS
SQ. FT.:	1343 Sq. Ft.
SCALE:	1/4"=1'-0"
PLAN NO.:	17-274-R

OFFICE:
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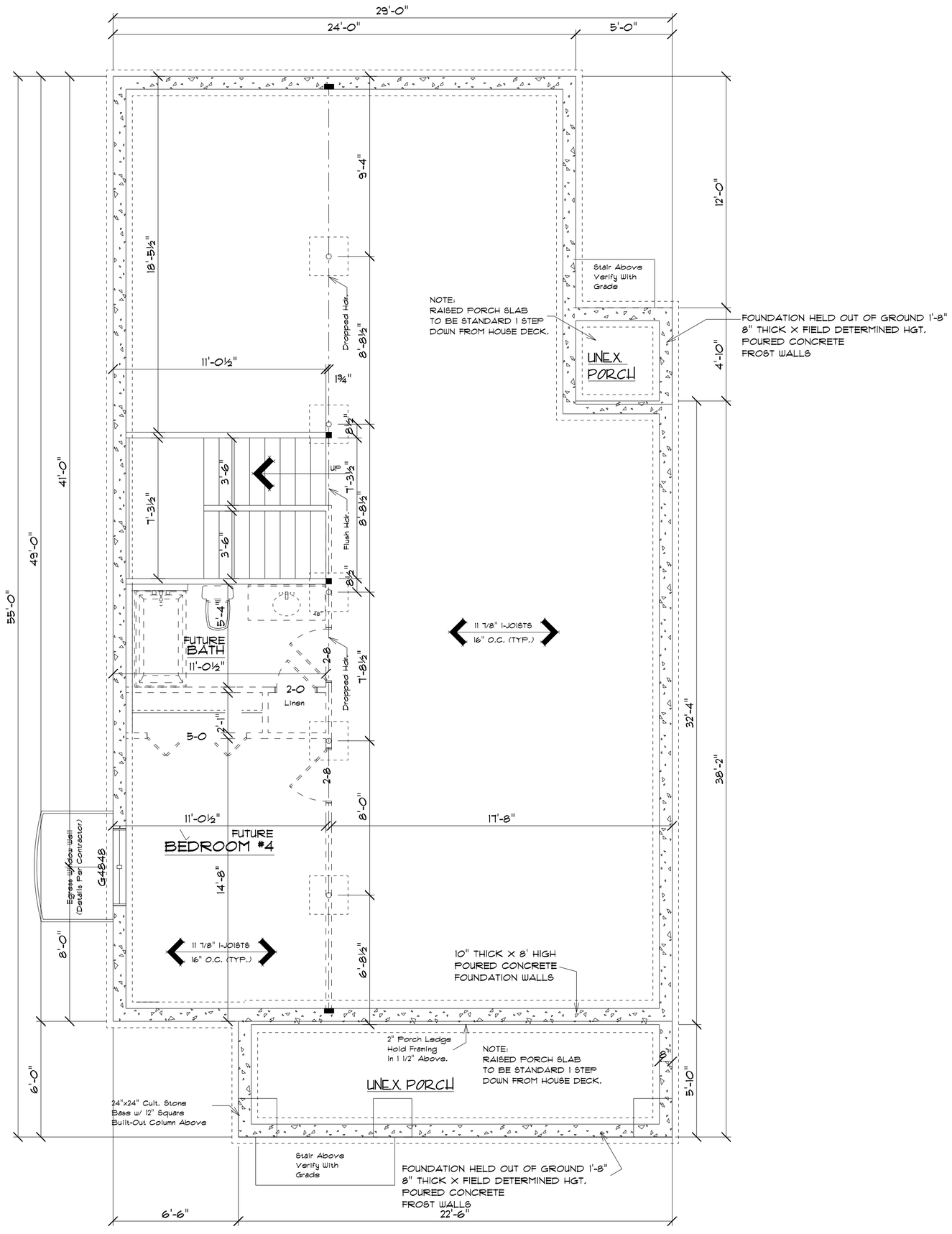

FOUNDATION PLAN

8'-0" WALL HGT.

PRELIMINARY PLAN ONLY
(NOT TO BE USED FOR CONSTRUCTION)
(MAY NOT BE SUFFICIENT FOR ESTIMATES)

IMPORTANT NOTE:

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CUSTOM DESIGNED FOR: City of Green Bay
Dept. Of Community and Economic Development

JOB NAME: B Three Bedroom Ranch

DRAWN BY:	MJK	SQ. FT.:	
DATE:	6/2/17	SCALE:	1/4"=1'-0"
REVISIONS:	3/4/20 CS	PLAN NO.:	17-274-R

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1930 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54307

COMPONENTS:
PHONE (920) 496-5094
FAX (920) 498-1219
1745 MORAINE TERRACE
GREEN BAY, WI 54303

Wisconsin
BUILDING SUPPLY

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Ken Rovinski, Staff

AGENDA ITEM # E.11

Consideration with possible action on "Abatement & Demolition Contract" RFP #3228.

BACKGROUND

The City of Green Bay requested proposals from qualified vendors to provide abatement and demolition services for the City of Green Bay. The successful contractor will be responsible for conducting residential demolitions for City and RDA properties. This is to include coordinating environmental testing, abatement and demolition.

Staff issued an RFP in March and received proposals from four qualified vendors. An evaluation team consisting of Community & Economic Development and Department of Public Works staff reviewed the four proposals based on established criteria. Staff has determined BEST Enterprises, Inc. to be the most qualified vendor.

RECOMMENDATION

Award the "Abatement & Demolition Contract" RFP #3228 to BEST Enterprises, Inc. for three years with an option to extend the contract for an additional two year period.

FISCAL IMPACT

This contract will greatly reduce the amount of City Staff time on coordinating RDA and Inspection related demolitions.

ATTACHMENTS

1. RFP #3228 Intent to Award Notice

April 10, 2020

RE: Notice of Intent to Award: Abatement and Demolition Contract

Dear Vendors,

The City of Green Bay has completed their evaluation of the responses to RFP #3228 issued on March 5, 2020. A selection team evaluated the proposals based on the criteria stated in the RFP to select the Offeror that submitted the most advantageous proposal. We announce our recommendation to award a three year contract with a two year renewal option available by mutual agreement to:

- BEST Enterprises, Inc.

This recommendation will be brought for approval before the Redevelopment Authority meeting on April 14, 2020 and the Finance Committee on April 28th. These meetings will be presented via **Zoom**, are open to the public and attendance is not required. If you plan to attend, please confirm the date, time via the City of Green Bay's website www.greenbaywi.gov. To get directions on each meeting go to the appropriate meeting (Redevelopment and or Finance) click on the **Zoom** link to get directions, along with password and code prior to the **Zoom** meeting. A copy of the proposal summary is attached.

Thank you for the time and effort in submitting a proposal and also for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3051.

Sincerely,
City of Green Bay

Diane Kruse

Diane Kruse
Buyer

Attachment

April 10, 2020

TO: City of Green Bay
FR: Diane Kruse, Buyer
RE: **Abatement & Demolitions Contract RFP #3228**
Cc: Cheryl Renier - Wigg Assistant Development Director

RFP Scope/Objectives	The City of Green Bay requested proposals from qualified vendors to provide Abatement & Demolition Contract for the City of Green Bay. The successful Contractor will provide the following Abatement & Demolition Services to the City of Green Bay: • Abatement and Demolitions Service for the City of Green Bay. Contract to begin upon signed contract between the City and continue for three years with option to extend the contract for an additional two (2) year period. • The Abatement and Demolition Services shall include all specifications in RFP #3228 and addenda.
Timelines:	March 5, 2020 — RFP issued to Vendors March 13, 2020 — Mandatory Site Inspection March 25, 2020 — Due date for responses Four vendors responded: Badgerland Demolitions & Earthwork, Inc. BEST Enterprises, Inc. LeMense Properties Ostrenga Excavating, Inc. April 2, 2020 — Evaluation and scoring of all proposals. April 10, 2020 — Intent to award issued. April 14, 2020 — Award recommendation considered by the Redevelopment Authority. April 28, 2020 — Award recommendation considered by the Finance Committee.
Supplier Evaluations & Selection Process	An evaluation committee comprised of Redevelopment & Department of Public Works staff evaluated and scored proposals based on the criteria stated in the RFP and references. Attachment A – RFP Scoring & Price Summary for more detail.
Recommendation	The evaluation committee recommends the award of the Abatement & Demolition RFP #3228 to BEST Enterprises, Inc. Best Enterprises, Inc.'s proposal offers extensive experience, has qualified resources, equipment and staff that we believe is the best value and fit for the City of Green Bay Abatement and Demolition Contract.

ATTACHMENT A - SCORING AND PRICE SUMMARY
ABATEMENT & DEMOLITION CONTRACT
#3228 RFP Scoring Sheet

Abatement & Demolition Contract
RFP #3228
ISSUED: 3/5/2020 DUE: 3/25/2020
CC: 91240
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	-------->	-------->	-------->
		BEST Enterprises, Inc.	Ostrenga Excavating, Inc.	LeMense Properties	Badgerland Demolition & Earthwork, Inc.
30	Overview of Company with Capability / Experience with Similar Projects as the one in this RFP: The ability, capacity, and skill of the bidder to perform the services required under this Contract	27.5	27.5	22.5	20
50	Execution of Scope of Work Safety Program, Number of employees in field, list of equipment, average time from notice to proceed to completion. Information you believe is necessary to complete this project safely and in a timely manner.	45.5	46.5	40.65	36.25
20	Pricing – Pricing points are based off of Case Studies only and scored by Purchasing via a Formula	20	15.81	18.84	16.04
	Vendor Scores Total possible points = 100	93.00	89.81	81.99	72.29
	Cost	$36,175.00	$45,755.00	$38,400.00	$45,102.00

RECOMMENDATION:
Award this Contract to BEST Enterprises, Inc. the Contractor that scored the highest points per their Proposal submittal.

NOTES: **The City issued a Request for Propsal (RFP)** and received four (4) proposals. The team then did consensus scoring and BEST Enterprises, Inc. received the highest score (per evaluation criteria in the RFP).

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.12

Request to use $40,000 of Public Service CDBG funding for potential use with homelessness assistance related to the COVID-19 pandemic.

BACKGROUND

The COVID-19 pandemic is especially hard for persons who are homeless with no support network. With the cases of the virus increasing in Green Bay, emergency management officials are advising us to be prepared to assist agencies who support our homeless communities, in yet to be determined ways. This could include, staffing, housing or other essential services needed to protect the homeless population.

We currently have $40,000 available in our CDBG public service funding that has not been allocated yet.

Staff would like the approval of the RDA to use these funds on an emergency basis to support our partners in the community providing homelessness assistance. Staff would report back to the RDA if these dollars were allocated.

RECOMMENDATION

To approve the request to use $40,000 of Public Service CDBG funding for potential use with homelessness assistance related to the COVID-19 pandemic.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
April 14, 2020	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Register
2. RDA Finacial Report 2020

City of Green Bay RDA
Check Register
3/31/2020

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21213	03/11/2020	CITY OF GREEN BAY	26,159.18
21214	03/11/2020	FEDERAL EXPRESS CORP	134.09
21215	03/11/2020	WISCONSIN PUBLIC SERVICE CORPORATION	133.52
21216	03/11/2020	SHEFCHIK INC.	14,989.00
21217	03/11/2020	CARDINAL ENVIRONMENTAL, INC	1,510.00
21218	03/11/2020	FRIAR HOUSE FLATS, LLC	15,000.00
21219	03/27/2020	GREATER GREEN BAY HABITAT FOR HUMANITY, INC.	20,583.00
21220	03/27/2020	CITY OF GREEN BAY	11,150.00
21221	03/27/2020	LIBERTY TITLE & ABSTRACT INC.	54,406.62
21222	03/27/2020	VAN RITE PLUMBING INC	7,200.00
21223	03/27/2020	LIGHTHOUSE TITLE INC	245.00
			$ 151,510.41

Redevelopment Authority
Financial Report
CDBG
3/31/2020

	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	-	17,475.43	-	83,589.82
Fair Housing	-	24,100.00	-	-	-	24,100.00
CDBG Eligible Areas	-	230,426.93	11,448.52	66,740.78	-	175,134.67
CDBG Eligible Areas-Beautificatio/Art	-	54,394.00	-	-	-	54,394.00
Economic Development	-	423,499.08	30,636.68	10,000.00	-	444,135.76
ED Blight Elimination-Walnut Street	-	85,525.36	-	-	-	85,525.36
ED Façade & Demo Loans	-	127,846.50	-	-	-	127,846.50
Administration	-	177,746.91	-	46,436.57	-	131,310.34
	$ -	**$ 1,511,364.27**	**$ 42,085.20**	**$ 140,652.78**	**$ 100,000.00**	**$ 1,312,796.69**

Redevelopment Authority
Financial Report
HOME
3/31/2020

	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	321,234.27	57,389.40	77,395.70	144,995.17	156,232.80
Housing Development Projects	-	414,917.96	-	182,647.00	40,341.00	191,929.96
CHDO Projects	-	114,824.72	-	-	-	114,824.72
Downpayment Closing Cost Assistance	-	105,000.00	-	5,000.00	-	100,000.00
Administration	-	35,711.84	6,376.60	22,433.05	-	19,655.39
	$ -	**$ 991,688.79**	**$ 63,766.00**	**$ 287,475.75**	**$ 185,336.17**	**$ 582,642.87**