



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JANUARY 12, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the January 12, 2021, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the December 8, 2020, meeting of the Redevelopment Authority.

E. Regular Business.

- I. Consideration with possible action on project proposals for 158 N. Maple Avenue.
2. Consideration with possible action to approve a planning option of three months to Barsan Corp. for a project at 436 S. Monroe Avenue.
3. Consideration with possible action on a request to amend Development Agreement 19-04: TWG 2 @ The Rail Yard to extend the deadline for project completion from August 31, 2022 to December 31, 2022.

4. Consideration with possible action to authorize a Review Committee and Purchasing Department to award \$275,000.00 of CARES-CV3 funding to Homelessness Shelter Assistance and \$191,729.00 of CARES-CV3 funding to Rental Mortgage Assistance to the highest scoring applicants based on funding availability.
5. Consideration with possible action on a final payment for Northeast Asphalt, Inc. for work done on Contract "CD 19-01 (Part B) Alley Resurfacing."

F. Informational.

1. Update on Housing Study.
2. Financial report and check register.
3. Director's report and project updates.
4. Next meeting: February 9, 2021 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.

Virtual Meeting Instructions

Redevelopment Authority



Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Meeting ID: 831 8804 4732

Password: 084117

One tap mobile

+13017158592,,83188044732# US (Germantown)

+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732

Password: 084117

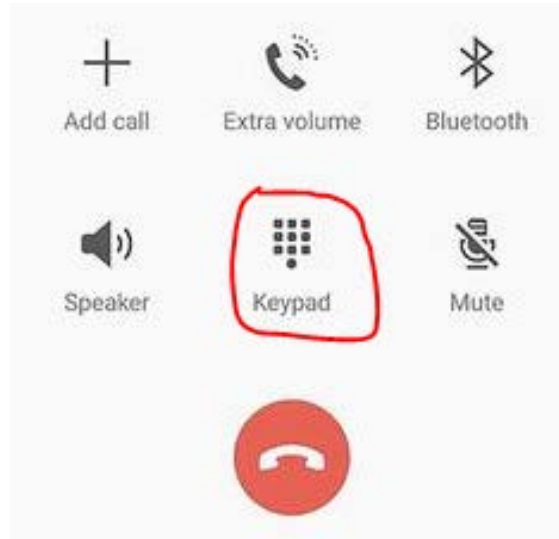
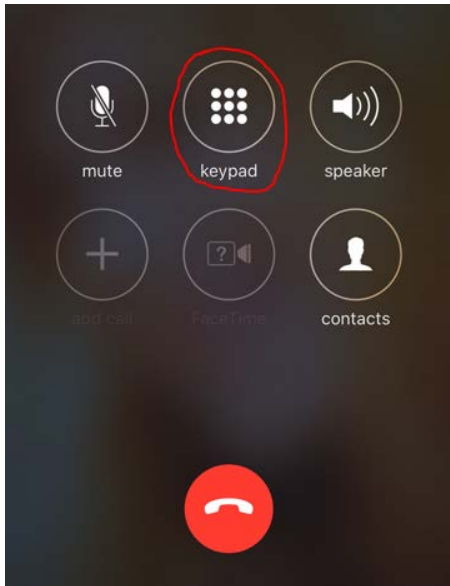
Find your local number: <https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Additional Information

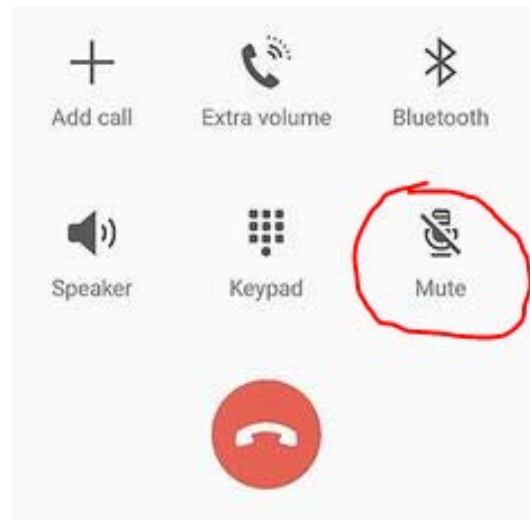
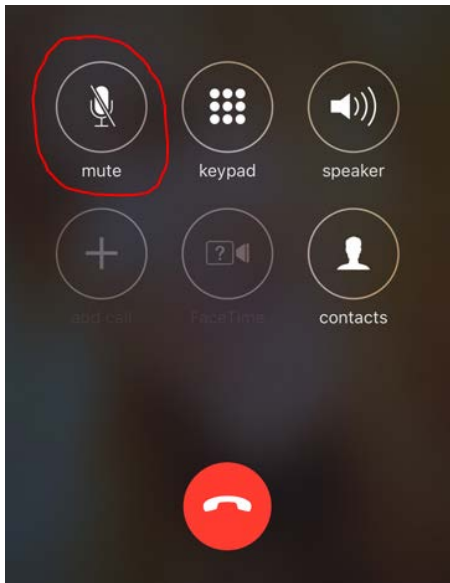
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - 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).
6. 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.
7. 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.
8. 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.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - 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.
10. 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 and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. 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, DECEMBER 8, 2020, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. ZOOM MEETING INFORMATION.

I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. ROLL CALL.

I. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.

Liaisons: Jeff Mirkes and Leah Weycker.

Members Present: James Blumreich, Matt Schueller, Gary J. Delveaux, Deby Dehn, Melanie Parma, Ald. Barbara Dorff, and Kathy Hinkfuss, Excused: None

Liaisons Present: Jeff Mirkes and Leah Weycker

Others Present: Ald. Lynn Gerlach, Ald. Mark Steuer, Ald. Brian Johnson, and Mayor Eric Genrich

C. APPROVAL OF THE AGENDA.

I. Approval of the agenda for the December 8, 2020, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve the agenda. Motion carried.

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

D. APPROVAL OF MINUTES.

I. Approval of the minutes from the November 10, 2020, meeting of the Redevelopment Authority.

Moved by Melanie Parma, seconded by James Blumreich to approve the minutes. Motion carried.

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

E. REGULAR BUSINESS.

I. Consideration with possible action on request by Hyatt Regency to forgive \$62,390.40 in monthly payments for KI Convention Center due to COVID shutdowns.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to open the floor. Motion carried.

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

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to close the floor. Motion carried.

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

Moved by Matt Schueller, seconded by James Blumreich to defer the payment of \$62,390.40 from the Hyatt Regency for a period of two to four years with the option that it might move to forgiveness of the payment in the future pending other funding sources from the federal government. Motion carried.

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

2. Consideration with possible action to deed Tax Parcels 3-698, 8-156, and 14-87 and provide \$15,000.00 of HOME funds for each parcel to Greater Green Bay Habitat for Humanity for the construction of three single-family homes.

Moved by Kathy Hinkfuss, seconded by Deby Dehn to deed Tax Parcels 3-698, 8-156, and 14-87 and provide \$15,000.00 of HOME funds for each parcel to Greater Green Bay Habitat for Humanity for the construction of three single-family homes. Motion carried.

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

3. Consideration with possible action to accept donation of Tax Parcels 7-486 and 7-487 from GB Real Estate Investments LLC for future development purposes.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to accept the donation of Tax Parcels 7-486 and 7-487. Motion carried.

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

4. Consideration with possible action on a planning option at 158 N. Maple Avenue with NeighborWorks Green Bay to explore a potential mixed use development.

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

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

5. Consideration with possible action on the review and update of JBS/Packerland Packing Site Development Agreement.

The Authority may convene in closed session pursuant to Sections 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. 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 Kathy Hinkfuss to enter closed session at 2:15 p.m.
Motion carried.

Ald. Barbara Dorff read the closed session language.

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

Moved by James Blumreich, seconded by Ald. Barbara Dorff to return to regular session at 2:39 p.m. Motion carried.

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

Moved by Melanie Parma, seconded by Ald. Barbara Dorff to refer to staff. Motion carried.

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

F. INFORMATIONAL.

1. Update on Housing Study.

Cheryl Renier-Wigg provided an update on the Housing Study. No action needed.

2. Financial report and check register.

No action needed.

3. Director's report and project updates.

Cheryl Renier-Wigg provided the Director's report and project updates. No action needed.

4. Next meeting: January 12, 2021 at 1:30 PM.

G. ADJOURNMENT.

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

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

Will Peters

AGENDA ITEM # E.1

Consideration with possible action on project proposals for 158 N. Maple Avenue.

BACKGROUND

The RDA purchased 158 N. Maple Avenue as a blighted property in hopes of redeveloping it for housing purposes in the Fort Howard neighborhood. The house was six rental units when purchased. It is a very large house with many beautiful features still intact. Staff has received two requests, one for a planning option and one for a development agreement.

Staff was approached by the Executive Director of On Broadway who conveyed a vision his organization had to promote art and artists in the Broadway District area. NeighborWorks Green Bay Executive Director Noel Halvorsen was brought into the discussion to determine if it would be possible to create a place for artists to live and work, as well as display their art at the 158 N. Maple Avenue site. NeighborWorks Green Bay is requesting a six-month planning option.

Makers Solutions, LLC has submitted a request for a development agreement to rehabilitate 158 N. Maple Avenue into a single family home. The request includes deeding the property at zero cost and awarding grant funding in the amount of \$407,426.00 to support the project.

Staff reviewed both proposals. Although the original intent for this property was to rehabilitate for single family use, the funding request from Makers Solutions is very large and funding is not available for this project. The proposal from NeighborWorks and On Broadway does not have a budget, but staff believe it is worth granting a three-month planning option for the parties to investigate whether the project is feasible.

Staff also realizes that if this Artist in Residence concept does not work, we will be back to square one with this property, considering all options which may include salvage and demolition for a new home build.

RECOMMENDATION

To approve a planning option at 158 N. Maple Avenue with NeighborWorks Green Bay for three months.

FISCAL IMPACT

ATTACHMENTS

1. 158 N Maple - Option Request - 12-03-2020 (1)
2. Proposal for 158 N Maple Ave - FINAL
3. 158 N. Maple neighbor letter

December 3, 2020

Cheryl Renier-Wigg & Members
Redevelopment Authority of the City of Green Bay
100 N. Jefferson Street, Rom 604
Green Bay, WI 54301

Re: 158 N. Maple Ave.

Dear Cheryl & Members of the Authority,

NeighborWorks Green Bay, On Broadway, and the RDA staff have had exploratory conversations about the potential redevelopment of a large home owned by the Authority at the corner of Hubbard and Maple for a mixed-use development. So that we can further define the details, explore the prospects of capturing community support for a project, and assess overall costs and feasibility, we're asking the Authority to grant a six-month planning option to NeighborWorks Green Bay.

Sincerely,



Noel S. Halvorsen
President & CEO



Kenneth Rovinski, Principal
920.544.1809

kennethro@makersolutionsllc.com

Proposal for 158 N. Maple Avenue



Request:

On behalf of Andrew and Mallory Gauerke, Maker Solutions, LLC. is requesting a **development agreement** from the Redevelopment Authority of the City of Green Bay (RDA) for the property located at 158 North Maple Avenue, parcel 4-95. This request includes deeding the property and grant funding to support the project.

Experience:

As a business, Maker Solutions, LLC may be new to the development scene but I, Ken Rovinski (principal) have plenty of experience in the field. I had worked in construction and the building materials trade for nine years prior to working five years in local government, specifically in neighborhood redevelopment. I personally renovated two homes, 2596 Appian Way and 645 S Clay Street in Green Bay, increasing their values by 100% and 200%, respectively. My past knowledge and experience will guide me through this project and will help in restoring a single-family home back to its original beauty and prominence.

Project Summary:

Maker Solutions, LLC will be renovating the structure and returning it to its original single-family configuration. Upon completion of the project, Andrew and Mallory Gauerke will be residing in at the property with their family of four. It is expected that the property will increase in value upon completion and will likely assess between \$200,000 and \$250,000. This project will require extensive renovations from top to bottom, thus we will be requesting the property deeded at no cost and that grant funding be provided to complete the project.

Timeframe:

It is estimated that this project will take approximately four to six months to complete with work beginning as soon as the property is transferred from the Redevelopment Authority to the Gauerke family. With the current labor shortage in the construction field subcontractors are difficult to find thus making the timeline for renovations difficult to accurately predict. All work that is to be completed by Maker Solutions, LLC will begin immediately upon the transfer of the property.

Funding:

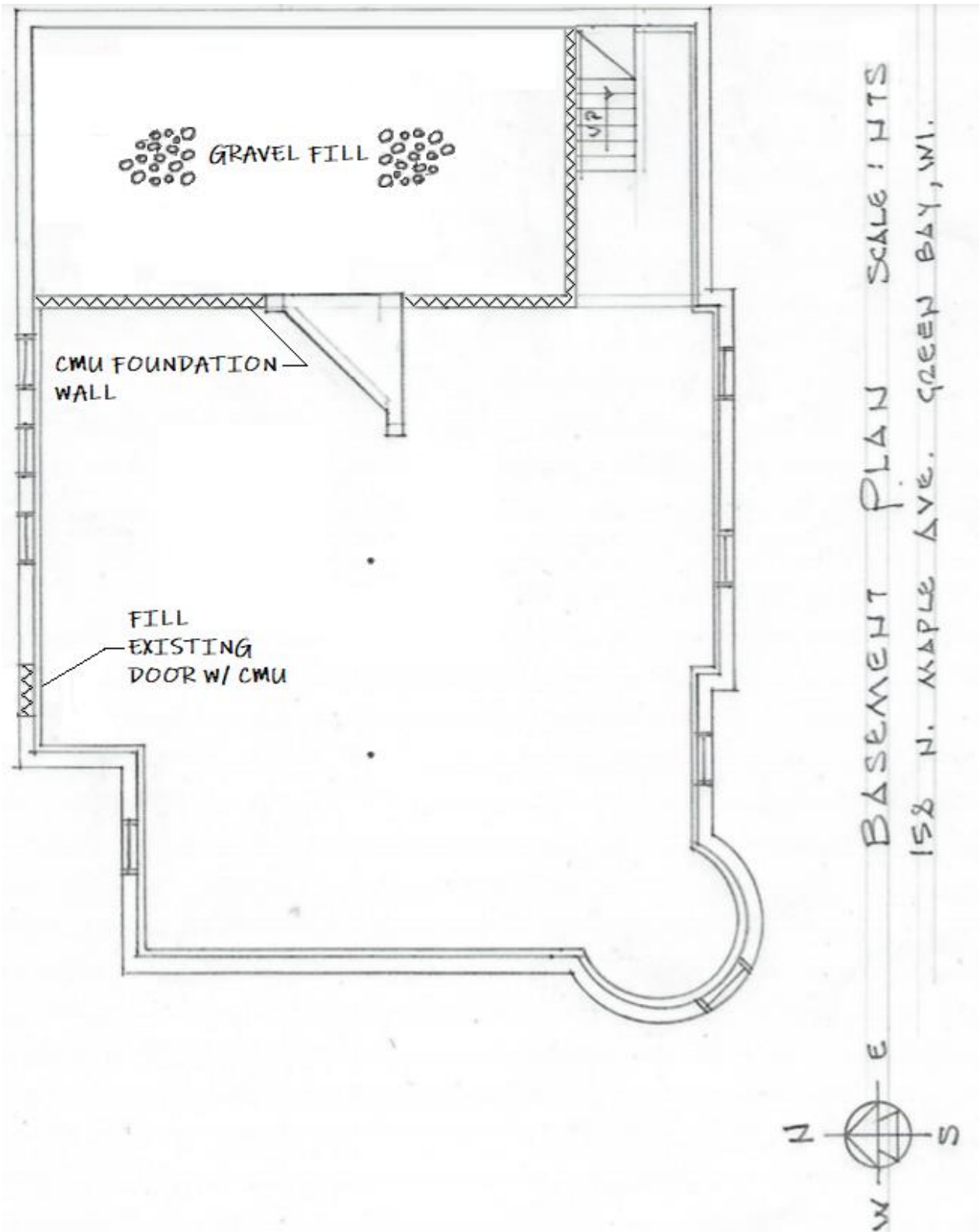
Andrew and Mallory Gauerke will be funding this project through a bank loan of **\$180,000** and through grant funding provided by the RDA. We are requesting a grant as a one-time payment of **\$407,426** at the beginning of the project that will be recorded as a soft, second mortgage on the property. This is to be satisfied upon issuance of an occupancy permit by the City of Green Bay. The proposal estimates **\$70,491** as a 15% contingency for cost overruns. Should any amount of these funds be unneeded to complete the project, they would be returned to the City. We realize that this grant is much higher than any of the other grants recently given out for single-family homes but due to the size of this project, it is necessary to restore this home to its original prominence. Comparing this project to new construction, a newly constructed 3,500 SF would cost anywhere from \$135-\$200/SF or \$472,000-\$700,000. We ask that you consider this comparison when reviewing our grant request.

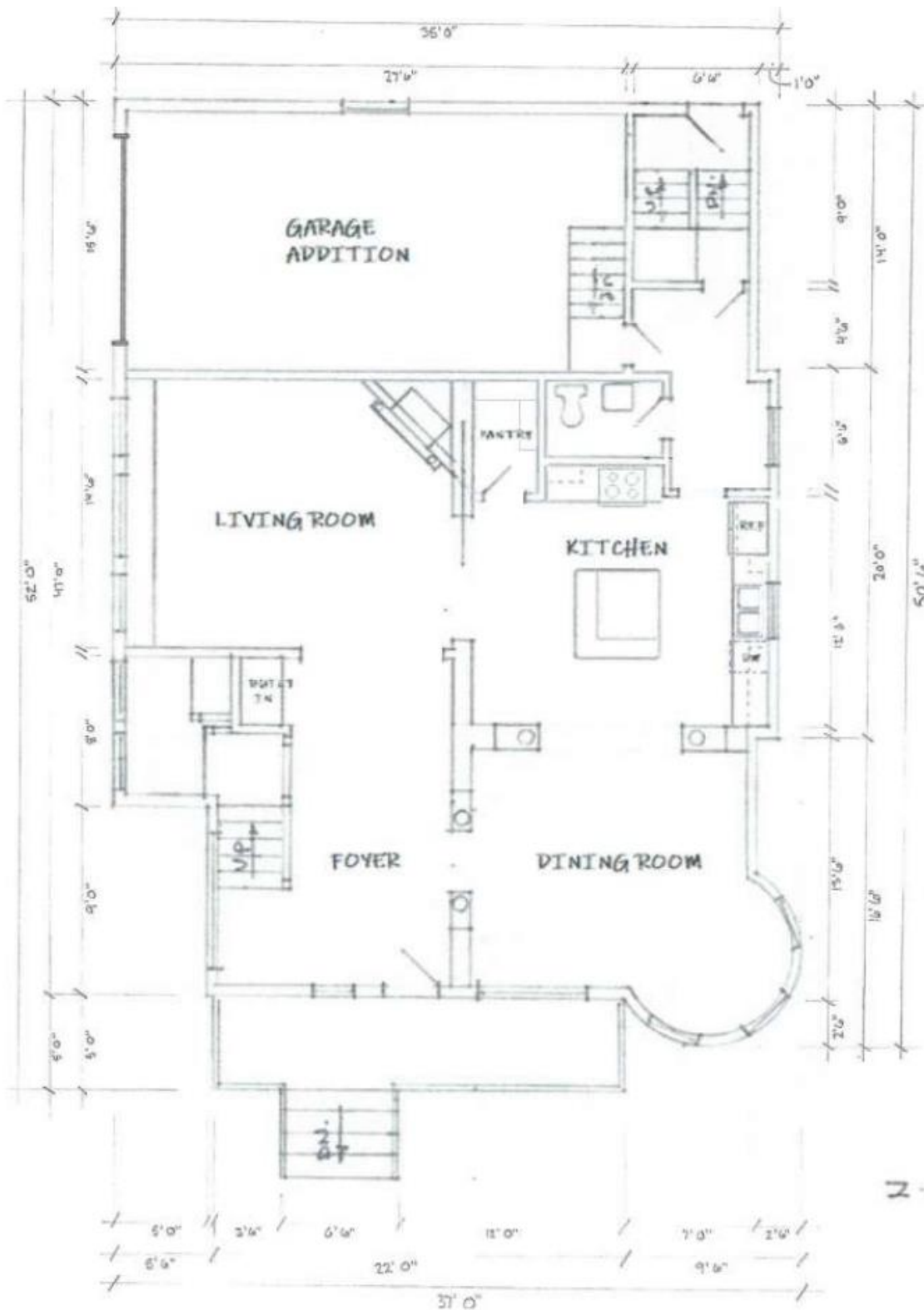
Marketing:

Although the Gauerke family will be occupying the home we would like to keep with the idea of the property being a “Community Catalyst” project and host a community open house to show neighbors and future investors and homeowners the potential of this up-and-coming neighborhood. We will advertise the community open house through the Maker Solutions LLC Facebook page as well as through the Fort Howard Neighborhood Association.

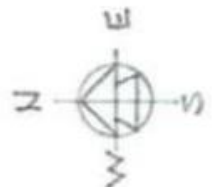
Plan, Scope of Work and Price Breakdown to follow:

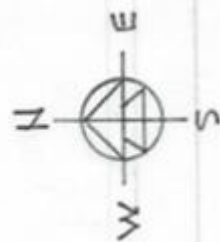
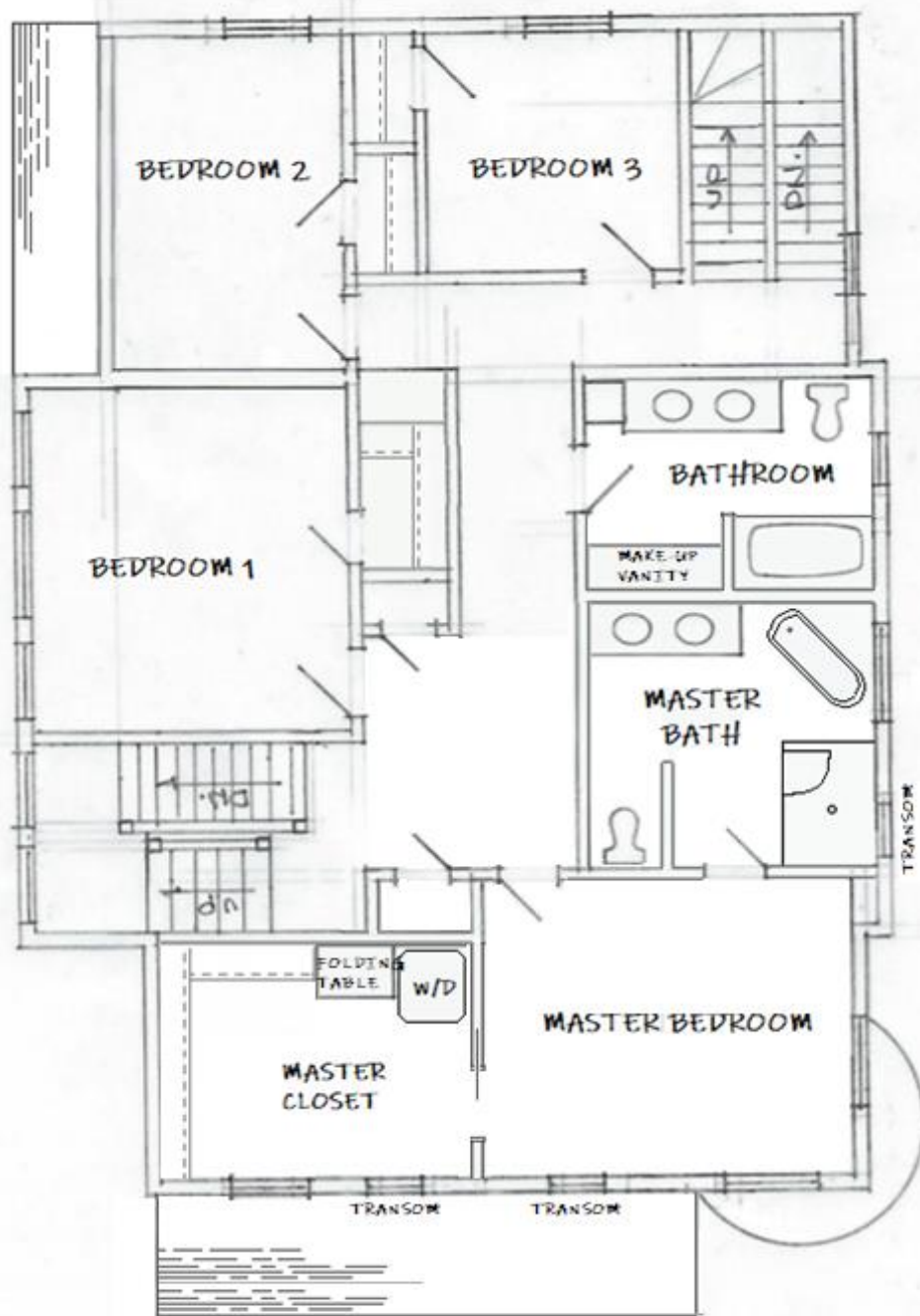
Plans:



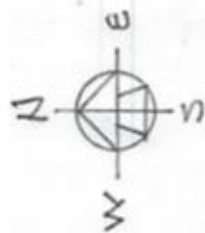
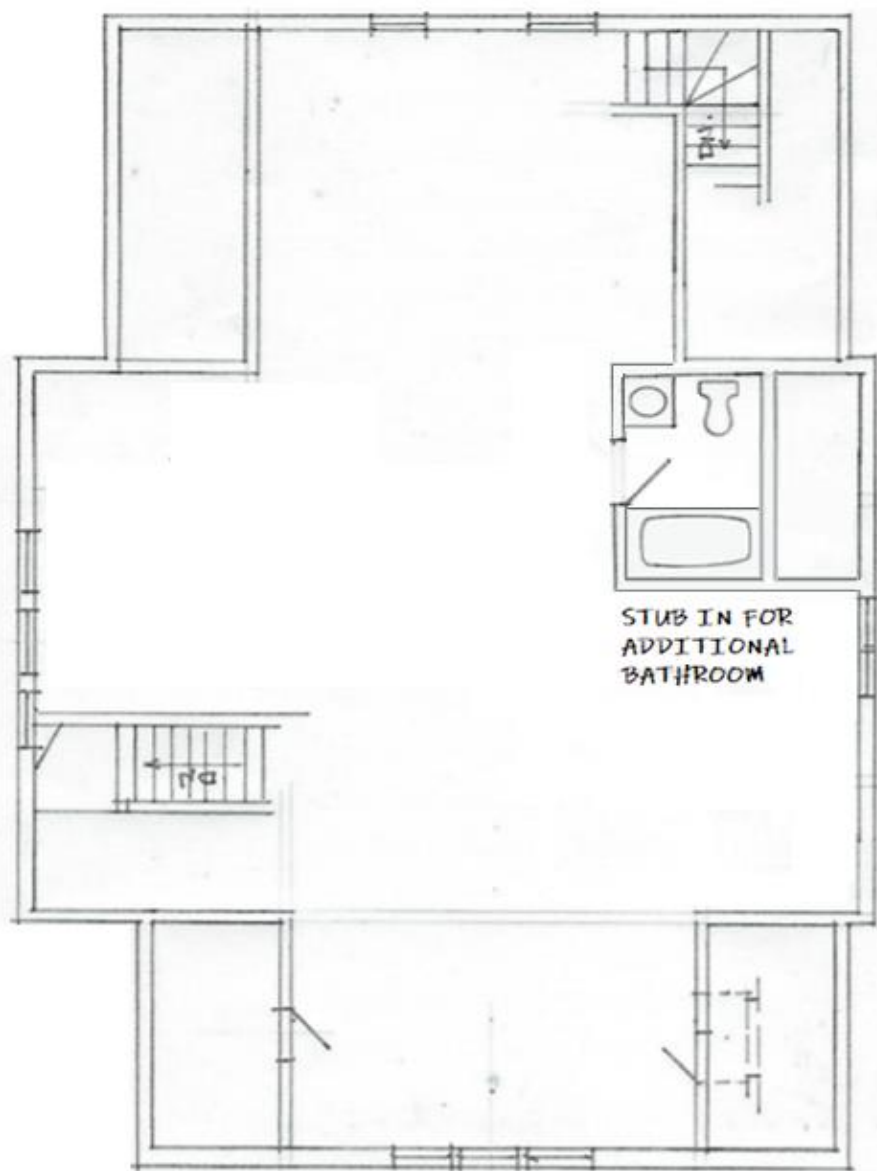


FIRST FLOOR PLAN SCALE: 1/4" = 1'-0"
 (DIMENSIONS APPROX.)
 152 N. MAPLE AVE. GREEN BAY, WI.





SECOND FLOOR PLAN SCALE: HTS
 158 N. MAPLE AVE. GREEN BAY, WI.



THIRD FLOOR PLAN SCALE HTS
158 N. MAPLE AVE. GREEN BAY, WI.

Scope of Work:

Selective Demolition - \$6,500

Labor and disposal fees to remove debris from the structure including, but not limited to:

- Lath and plaster
- Any cabinets not part of original design of structure
- Bath fixtures; clawfoot tub will be assessed for use in master bath
- Removal of hardwood floor from second floor bedrooms; this is to be saved and used to repair first floor hardwood as well as for use in second floor hallway
- All remaining plumbing, HVAC and electrical

Not included:

- Removal of remaining asbestos; this is to be removed by the RDA under their current demolition contract prior to transfer of property

Electrical - \$19,500

Entire structure to be re-wired to meet current electrical codes.

HVAC - \$25,000

Current furnace will be assessed for re-use with new forced air system. The size of the structure requires a 2-zone system and will be equipped with air conditioning units for both zones. .

Plumbing - \$22,450

All plumbing will be replaced throughout the structure to meet current plumbing code. This includes:

- Scoping main sewer line will to the street to ensure proper flow.
- New fixtures for:
 - First floor half bathroom and kitchen
 - Second floor main bathroom/laundry and master bathroom
- Stubbing additional full bathroom on third floor
- Assessing and repairing drainage in basement
- Relocation of sump pump to allow for garage addition
- Drainage in garage addition

Roofing - \$23,000

- To be replaced with 30-year architectural shingles
- Any damaged sheathing will be replaced.
- All flashing will be replaced.
- Includes the removal and disposal of an estimated three layers of existing shingles.

Masonry - \$6,000

Chimney to be repaired and properly flashed

Fireplace - \$8,000

- Install gas fireplace insert
- Repair tile surround

Siding - \$68,2350

- Siding to be replaced with CertainTeed MainStreet Double 5" Woodgrain Clapboard
- Soffit and fascia to be replaced with aluminum
- Exterior of Windows to be wrapped with aluminum
- Architectural details will be repaired and painted

Windows - \$53,535

- All windows are to be replaced with energy efficient, vinyl clad, single hung windows to match style of existing windows.
- All exterior doors are to be replaced.

Flooring – \$27,606

- First floor hardwood to be patched, sanded and refinished
- Hardwood to be installed in second floor hallway
- Second floor bedrooms to have carpet installed
- Bathrooms to have luxury vinyl tile installed.
- Third floor will be carpeted.

Insulation - \$25,000

Exterior walls and attic to be insulated to current insulation standards.

Drywall & Plaster - \$17,000

New drywall throughout structure

- Entire home to be plastered with a skip trowel finish.

Garage - \$50,000

Single-stall garage addition to be built within northeast corner of structure's main footprint. Price includes:

- Flatwork for garage floor and driveway
- New CMU foundation wall
- Wall framing
- Windows, garage door, and access door

Painting - \$4,000

- Exterior block foundation to be painted with Sherwin Williams CONFLEX Acrylic Coating
- Interior to be painted with Sherwin Williams Builders Solution Interior Latex.

Cabinetry - \$13,065

Custom cabinetry to be installed in kitchen and bathrooms. Bathrooms to have laminate countertops.

Countertops - \$5,000

Quartz countertops to be installed in kitchen.

Porch - \$50,000

Entire porch will be rebuilt with new footings and roof, eliminating the existing balcony

Appliances - \$4,500

- Stainless steel kitchen appliance suite
- Stackable washer and dryer

Finish work - \$17,000

- Repairing pocket door and existing interior doors
- Installing new and repurposed doors
- Installing and repairing trim to match existing trim

Framing - \$12,000

New walls will be framed to create new spaces indicated in the plan above.

Landscaping – \$4,000

Plants, mulch, and small trees to be installed round the structure; lawn to be reseeded.

Holding Costs / Permits - \$4,000

Insurance, utilities and building permits.

Subtotal: \$469,941

Price Breakdown:

Activity	Estimated Cost	Quote 1		Quote 2	
		Vendor	Cost	Vendor	Cost
Selective Demolition	\$6,500	Maker Solutions LLC	\$6,500		
Electrical	\$19,550	Star Electric	\$21,840	Vlies Electric	\$19,550
HVAC	\$25,000	Healthy Home Heating & Cooling	\$25,000		
Plumbing	\$22,450	Beno Plumbing	\$22,450		
Roofing	\$23,000	H and S Roofing	\$23,000		
Masonry	\$6,000	TBD			
Firplace insert	\$8,000	TBD			
Siding	\$68,235	Urban Exteriors	\$68,235		
Windows	\$53,535	Urban Exteriors	\$62,085		
Flooring	\$27,606	Maccos Floor Covering	\$18,096	Ralph's Hardwood	\$9,510

Insulation	\$25,000	Bay Therm Insulaton	\$25,000		
Drywall & Plaster	\$17,000	TBD			
Garage	\$50,000	TBD			
Painting	\$5,000	Maker Solutions LLC	\$4,000		
Cabinetry	\$13,065	Showcase Kitchens	\$18,000	Oak Front Cabinets	\$13,065
Countertops	\$5,000	TBD			
Porch	\$50,000	TBD			
Appliances	\$4,500	Owner to select			
Finish work	\$17,000	Maker Solutions LLC	\$15,000		
Framing	\$12,000	Maker Solutions LLC	\$10,000		
Landscaping	\$4,000	Maker Solutions LLC	\$4,000		
Architect	\$3,500	Llyod Carpenter	\$3,500		
Holding Costs / Permits	\$4,000	Maker Solutions LLC	\$4,000		
SUBTOTAL	\$469,941				
Cost overrun (15%)	\$70,491				
Development Fee (10% of SUBTOTAL)	\$46,994				
TOTAL	\$587,426				

Expected Value	\$225,000
Project Cost	\$587,426
Owner Investment	\$180,000
Grant Request**	\$407,426

** Projected Grant refund to City should	\$70,491
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January 4, 2020

Dear Redevelopment Authority,

Two and a half years ago, my wife and I decided to sell our house in Bellevue and wrote an offer to purchase 159 N. Maple Ave. for \$245,000. We knew at the time that from a financial perspective, this was not a safe nor conservative decision. At the time, no house in the surrounding area had ever sold for over \$200,000 and a 3,500 square foot single family home was an anomaly. However, we loved the house, the downtown, and the opportunity to play a role in seeing the historic areas of Green Bay restored. We wanted to be a part of seeing the community revitalized.

As a Green Bay resident, we are thankful for the Redevelopment Authority and their active role in casting vision and investing resources to restore, redevelop, and revitalize the city. I know that the only reason my family is able to enjoy the house we live in is because the city invested significant resources to make it a possibility. We know this is not a short term vision because those resources will take years to recoup as property values and localized spending grows. We are grateful for a city organization that stays the course even when curveballs, such as pandemics, threaten to derail the timing and scope of projects such as the Shipyard project, or Rail Yard district.

With that in mind, I am writing to address the proposals for 158 N. Maple that the RDA will be considering at the January 12th meeting. I would like to speak in favor of the proposal to make the property a single family home. One of the reasons we were willing to take on the risk of purchasing our home in 2018 was the understanding that 158 N. Maple was already under contract with the city to be restored back to a single family home from its former multi-unit use. We understood that our house was only the beginning of the city's vision for the area and we were a willing partner in that vision.

I am pleased to report that from the perspective of a resident, the vision to catalyze the intersection of Hubbard and Maple is working.

Property Value:

Months before we purchased our home the 3,300 square foot multi-unit adjacent to our home (155 N. Maple) sold for only \$137,900. Since we purchased our home, 212 N Maple sold for \$223,700 February of 2020 and 520 Hubbard St. was a new construction finished Spring of 2020 for reportedly

\$221,600. In the beginning of 2018 there were zero properties valued over \$200,000, now there are three. Not only are homes selling for more dollars per square foot, but owners are investing in their properties. The owner of 156 N. Maple refinished all of the hardwood flooring, restored the interior, touched up the exterior and purchased all new furnishings to make the house a higher end Airbnb rather than a low cost rental. The multi-unit rental at 150 N. Maple also enjoyed interior restoration. The owner of 516 Hubbard St. remodeled and restored the first floor of the home including the kitchen. Finally, the Quad Parish is in the middle of a large restoration project for St. Patrick Church's sanctuary. The area is coming to life.

Quality of Life Value:

One of the first neighbors to greet us when we moved in were the owners of 152 N. Maple, who have resided in that single family home for over 20 years. They commented on how ever since the city purchased 159 and 158 N. Maple and 155 N. Maple was purchased by three Brown County police officers, the amount of crime at the intersection had gone down dramatically. The decrease in crime is only half of the battle, as the residents have taken ownership in seeing the area revitalized. The Fort Howard Neighborhood Association was just awarded the SOUP grant to enhance the quality of life for children in the Fort Howard Neighborhood boundaries. Three of the five board members for the Fort Howard Neighborhood Association live at the intersection of Maple and Hubbard. The vision is working and the ball is moving.

Challenges of 158 N. Maple:

It is no secret that 158 N. Maple is a challenging property, it is our understanding that the city was aware of this, but decided that for the sake of the broader vision, it was worth it. The property is large, does not have a garage, and is a zero lot line on two sides. The fact that no developers were willing to bite on the initial RFP gives credibility to the challenge of the property. We are thankful for the creative problem solving that is represented by the Neighborworks and On Broadway Art Residency proposal. We are thankful that there are multiple entities that want to see 158 N. Maple revitalized. We are also thankful for the City's investment in the property up to this point, even though the property may have become a source of frustration and a significant problem for the budget.

The Single Family Fit:

We can appreciate that at the current cost of renovations, there may be very limited options and no “good” options for the property. If a single family option is feasible, we want to throw all our weight behind that option even if that means picking up a paint brush to help. We believe that a single family home will do a better job of increasing disposable income in the area, increasing property value, and bringing a healthier balance to the ratio of long term owners and short term residents. There are four properties adjacent to our house. Two rentals, a church, and a vacant house. We would like to see that vacant house become a single family home. We are not alone in that desire. Tani Thurner (220 N. Maple), Barry and Carrie Duke (212 N. Maple), and Roxanne Krieger (owner of 611 Hubbard St.) all agreed to be named in this letter as supporting the single family option over the Art Residency proposal.

The Single Family Proposal:

Sometimes it just takes the right person at the right moment for the dominos to fall. I am aware that the single family proposal arrived at the 11th hour. I am thankful that the RDA voted to table consideration of the proposals for 158 N. Maple until January 12th. I can tell you that I have been in communication with the family of four who would like to make 158 N. Maple their home. Their interest in the property is an informed interest as we have been transparent about the pro's and con's of living in a very large restored property in the downtown area. This family wants to see all three floors of the property restored to livable square footage, and they are willing to see beyond the challenges. Where other developers saw risk, this family see's the vision and wants to partner with the city in the vision that the RDA initially imagined.

In the front page Press Gazette article on the restoration of our home, Janet Tackmier said of 159 N. Maple “Fifty percent of people think it's a steal. The other 50 percent think ‘In this neighborhood?’ It took the right buyer with courage and vision.” 159 N. Maple had it's challenges as the trailblazer. 158 N. Maple also has it's challenges, but the ball is moving and I hope that the RDA has the courage to keep advancing it down the field one inch at a time.

Sincerely,



Chris and Jaclyn Steinbarger



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.2

Consideration with possible action to approve a planning option of three months to Barsan Corp. for a project at 436 S. Monroe Avenue.

BACKGROUND

The RDA owns 436 S. Monroe Avenue, which is located on the corner of Monroe Avenue and Chicago Street at the edge of downtown. It is .46 acres of land and an RFP was issued in 2019 with no successful project as a result. It has been listed on our website as available for redevelopment with a preference for medium density housing development or mixed use development with an emphasis on housing creation. The land is valued at \$169,000.00.

Staff has received two proposals for this site.

The proposal from NuLund Group II, LLC offered a proposal that involved a property swap. The City would receive parcel 8-I, which is the NE corner of Main and Baird Street. NuLund Group II, LLC would receive 436 S. Monroe Avenue and the Schauer and Schumacher building at 227 E. Walnut Street. NuLund Group II, LLC proposes a two-four story mixed use property with townhome style housing on the Monroe/Chicago site, and they propose the Schauer & Schumacher building would be first floor retail and second floor loft apartments or creative office space. It does not include the second building across the alley.

The second proposal from Barsan Corp. proposes a three-story mixed income housing project consisting of 15 one-bedroom and 15 two-bedroom units (total 30 units). There would be underground parking and "upscale" amenities. The proposal asks for TID funding upfront, which is no longer a common practice for the City, as well as pay-go TID incentives. The developer also plans on applying for WHEDA Tax Credits. The developer would like an option on this property to accommodate the tax credit application and possible award, which would obligate this property until project completion in May of 2023.

Of the two proposals, staff is recommending moving forward with Barsan Corp. due to the density of the development and the number of proposed units that could be added to the housing stock. However, there are a number of unanswered questions regarding the financing on this project. Based on these outstanding questions, staff would like to grant a three-month planning option to Barsan Corp. to provide sufficient time to work with the developer and determine if the project can proceed without upfront TID incentives and/or successfully receiving WHEDA tax credits.

RECOMMENDATION

Approve a three-month planning option for 436 S. Monroe Avenue with Barsan Corp.

FISCAL IMPACT

ATTACHMENTS

1. Chicago_Monroe RFP
2. NuLund Group II LLC 436 S. Monroe
3. 436 S Monroe RFP Response Final



City of Green Bay
Department of Community and Economic Development

Request for Proposals

436 S. Monroe Ave.



Redevelopment Authority of the City of Green Bay

Released Feb. 27, 2019

**Request for Proposals:
436 S. Monroe Ave.**

I. Introduction

A. Project Overview

The Redevelopment Authority of the City of Green Bay (RDA) is seeking proposals for the purchase and redevelopment of 436 S. Monroe Ave. (tax parcel 13-169).

B. Project Goals

The property is on the edge of the Downtown, along a major corridor and gateway to Downtown.

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

1. Positively utilize the site for economic growth by incorporating mixed-use development
2. Generate tax base
3. Work with the City of Green Bay and Downtown Green Bay, Inc. to positively promote the development during the design process.
4. Facilitate a development that corresponds with the City's 2014 AuthentiCity Plan

C. Property Summary

Location: 436 S. Monroe Ave., the northwest intersection of S. Monroe Ave. and Chicago St.

Property Ownership: RDA

Parcel(s): 13-169

Site Size: 0.46 acres (20,076 square feet)

Type of Project: Preference will be given to a medium density housing development or a mixed-use development with an emphasis on housing creation. If the development is mixed-use, the first story must have a commercial user(s).

Land Value: \$169,900

D. Property Background

The site is currently vacant. There were single-family and multi-family houses on the site previously.

E. Environmental Condition

The City is not funding a Phase I or Phase II Environmental Site Assessment (ESA) based on the past uses on the site.



II. Proposal Requirements

A. Content and Organization

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

1. Title Page

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

2. Alignment with Strategy

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

1. safe; projects that
 - 1.1. remove blighted and neglected properties with high complaint and/or police call volumes
 - 1.2. remediate environmental contamination and/or enhance the physical (soil, water, air) landscape
 - 1.3. strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure
 - 1.4. eliminate and/or reduce transportation hazards
2. productive; projects that
 - 2.1. rehabilitate and/or build new structures with high-performance designs, systems, and finishes
 - 2.2. create a significantly higher per acre property value than adjacent properties and the City average
 - 2.3. generate property taxes greater than the cost of providing infrastructure and services
 - 2.4. generate job opportunities for smart and skilled individuals
3. accessible; projects that
 - 3.1. rehabilitate and/or build new structures for individuals of all ages and abilities
 - 3.2. are located in places easy to reach on foot, bicycle, or transit
 - 3.3. strengthen and/or expand non-motorized transportation networks
 - 3.4. generate job opportunities for individuals of all ages, abilities, and incomes
4. innovative; projects that
 - 4.1. expand our range of (residential, commercial, and industrial) real estate products
 - 4.2. are designed and built with options for conversion to alternative uses in the future
 - 4.3. create and/or enhance unique public spaces, amenities, and art
 - 4.4. support disruptive startups and high-growth, second-stage companies

3. Design and Use

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

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

Long-Range Planning. This site is in an area highlighted in Downtown district plans adopted by the City (see Appendix). It is along the Monroe corridor, which carries an annual average daily traffic count of 12,600 vehicles. The block is part of the area indicated as a secondary development opportunity. The plan recommendations for this site are increased density and a greater mix of land uses.

Form. This parcel is zoned Office Residential (OR). The building must be designed to comply with OR zoning requirements, with flexibility in the Floor Area Ratio (FAR) (change maximum FAR to 2.0) and height requirements (change maximum height to 45 feet) to allow density and height more fitting to Downtown character. The building must complement the established Downtown neighborhood character:

Architectural Character	Sensitivity to context. Identifiable and distinct.
Articulation	Emphasis on building corners at intersections. Buildings greater than thirty (30) feet wide are divided into smaller increments through variations in materials or through architectural elements.
Alignment	The front façade and main entrance must face S. Monroe Ave. May have slight variations to the zero (0) foot setback (if mixed-use) to enhance building entrances or streetscape elements; i.e. outdoor café seating, entrances. First story is distinct from upper stories, through change in building materials or textures or through sign bands, awnings, arcades, etc.
Building Materials	Brick and stone; other material for accent features only. Rear façade may have concrete masonry units with color treatment.
Color	Reflect the existing and desired context
Fenestration	Minimum of fifty percent (50%) of the first story (street-facing) façade is transparent (if mixed-use). Upper story windows: punched openings, reflective glass discouraged.
Modulation	No blank facades. Variation in treatments. Pedestrian scale. Modulation rhythm through setbacks, façade widths, heights, colors, materials, and architectural features
Height	Height is between two (2) stories and four (4) stories.

Mixed-Income Housing. While market-rate housing is suitable for this development, higher points will be attainable for a project that incorporates affordable residential units.

Parking. The project must provide sufficient parking to comply with the relevant requirements of City Code 13-1700. Parking must be in the rear yard or underground.

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

4. Investment

Provide an analysis of expected increase in tax base generated by this project. Discuss project costs, including acquisition cost. The value of the property is estimated to be \$169,900. Proposals should identify planned sources of financing for the project. Attach proof of funding sources; i.e. loan approvals, financial statements, letters of credit etc.

5. Capacity and Experience

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

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

B. Submittal Requirements

Proposals must be received by the RDA by Friday, April 12, 2019, no later than 4:00 p.m. CDT. If sending through mail, submissions must include one (1) original copy, and one (1) electronic copy (CD, DVD, or flash drive).

Please send proposals to:

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

OR Email to: kennethro@greenbaywi.gov

The staff recommendation will be presented to RDA on Tuesday, May 14, 2019, at 1:30 p.m. CDT in Room 604 of City Hall.

III. Selection Process and Criteria

A. Selection Criteria

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

Grading Scale

4	3	2	1	0
A	B	C	D	F

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

B. Questions and Comments

All questions shall be submitted in written form to the contact information provided below by Monday, March 25, 2019. Answers will then be provided, via the City website (www.greenbaywi.gov), as a part of an addendum to this RFP.

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

C. Selection Process

The developer selection process will involve the following primary steps:

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

D. Timeline

- Questions due: Monday, March 25, 2019
- Addendum posted: Thursday, March 28, 2019
- Proposals due: Friday, April 12, 2019 by 4:00 p.m.
- RDA selection: Tuesday, May 14, 2019 at 1:30 p.m.

E. Rules Governing Competitive Evaluation

1. Examination of Request for Proposals

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

2. Contract Negotiations

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

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

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

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

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

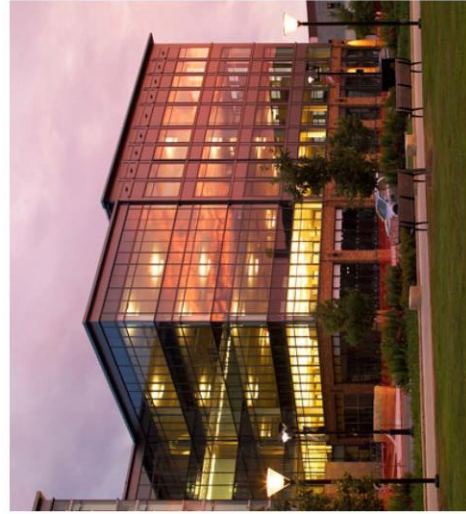
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Map 1: Land Use Framework

Secondary Development Opportunity Zones

As identified in the Land Use Framework, these opportunity zones are important to the continued redevelopment of the downtown. However, as the overall Master Plan strives to be realistic and achievable, it needs to acknowledge the limited resources in terms of time and budget that the City can commit within the downtown. Therefore these projects are ones where the City should work to provide direction to inform private redevelopment, should it occur in the next ten years. As the Master Plan is re-evaluated and updated in the future, these are areas that are anticipated to graduate to priority projects as other established priority projects are completed and City resources become available.



Multi-story office buildings that take advantage of river views become more feasible with a shared parking ramp.

Increased Downtown Density

For many, the “core” of Green Bay’s downtown is perceived as the area that exist north of Doty Street, south of Elm Street, west of Jefferson Street and east of the Fox River. This particular portion of downtown has a distinct character that results from the size, scale, density, and placement of buildings. In this area a majority of the buildings are 3-stories or more and there is a relatively continuous blockface (building walls at the sidewalk) which creates a comfortable

sense of enclosure. Buildings in this area tend to be mixed-use, typically with retail on the first floor and either residential or office uses on the floors above. There are also a number of parking ramps in this area, which allows for higher density development. Employees, visitors, and business patrons share the use of these ramps for parking, which allows individual building and property owners to be less concerned with providing their own, exclusive parking areas. This also allows drivers to park once and visit multiple destinations



Figure 12: Increased Downtown Density Concept A: Shared parking ramps create the opportunity for larger office developments.

without moving their car. Public input participants generally referred to this area as the more lively, inviting, and successful portion of downtown.

In the areas surrounding the core east of the Fox River, buildings tend to be three-stories or less and generally lack continuous blockfaces. This portion of downtown loses its sense of enclosure and buildings in this area tend to be single-use structures separated by surface parking lots. Many of these parking lots are privately owned and discourage multiple-stop trips. It was expressed through the public input process that there is a strong desire for this area to be more like the downtown core with a greater mix of land uses, taller buildings that create a sense of enclosure, more consistent streetwalls and more density overall.



Mixed-use development can reinforce the commercial nature of important streets and provide additional residential units.

It is the recommendation of this plan that the area south of Doty Street to Chicago Street and east of Jefferson Street to Monroe Street see an increase in density and greater mix of land uses. One way this could be achieved is through reduction in surface parking and promotion of shared use parking as discussed in the transportation recommendations (see Figures 12 and 13:

Increased Downtown Density Concepts). The development of multistory, mixed-use buildings could be promoted in this manner. Additionally, improvements to Washington, Walnut, Madison and Jefferson Streets would make this portion of

the downtown more livable and inviting. Jackson Park and St. John's Park are also two unique community assets that could be leveraged to re-brand or define this part of the downtown. Additionally, design guidelines or form-based zoning could be used to encourage or require redevelopment to create more consistent streetwalls. Overall, this portion of the downtown has strong connections to a number of cultural assets and it should be the goal of the community to capitalize on these connections by expanding the character of the downtown core into these underutilized areas.



Figure 13: Increased Downtown Density Concept B. Mixed-use development can increase Downtown's residential population while also reinforcing the pedestrian-oriented character of importance retail streets such as Washington Street.

December 29, 2020

City of Green Bay
Department of Community & Economic Development
Ms. Cheryl Renier-Wigg
Mr. David Buck
100 N. Jefferson St.
Green Bay WI 54301

RE: Property Swap Proposal

Ms. Renier-Wigg and Mr. Buck:

Pursuant to our telephone conversation, please allow this letter to serve as our formal proposal for a property swap between NuLund Group II, LLC and the City of Green Bay (the "City").

Properties:

The property swap would transfer ownership of one property currently owned by NuLund Group II, LLC to the City, while NuLund Group II, LLC would take ownership of two properties currently owned by the City.

City would receive:

- NE Corner of Main Street and Baird Street (known as parcel 8-1)

NuLund Group II, LLC would receive:

- NW corner of Chicago Street and Monroe Avenue (known as parcels 13-168, 13-169 and 13-170)
- SE corner of Walnut and Adams (known as parcel 12-119)

Preliminary Development Plan:

NuLund Group II, LLC will prepare a formal development plan for both sites. We have engaged GB Real Estate Investments, LLC to assist in the development plans. Our current plan includes:

Chicago Street and Monroe Avenue:

- Two to four-story mixed-use property
- Consideration for both market rents and affordable housing options
- Image of development style:



Walnut Street and Adams Street:

- First floor retail
- Second floor loft apartments or creative office space

Benefit to the City:

We believe the City has a development and enhancement opportunity by taking ownership of the Main Street and Baird Street property. Opportunities include:

- Enhance the Olde Main Street District by creating additional greenspace or public use options (in line with Green Bay Smart Growth 2022)
- Provide additional road crossing options for the trail connection across Baird Street
- Create a unique entrance to the Olde Main Street District
- Allow additional public access to the East River
- Provide additional flood mitigation options
- Formalize the sewer easement



Formal Request:

The proposed development plan will require considerable work on both parcels our company will acquire. Additionally, the developments may require further City financial assistance. As a result, we are asking for a nine-month planning option for the properties, with an additional six-month extension option with written approval of both parties.

Thank you for your consideration. Please do not hesitate to contact me with any questions.

Sincerely,

Peter Nugent
NuLund Group II, LLC



RFP Response

436 S. Monroe Ave.

Barsan Corporation

Green Bay, Wisconsin

December 31, 2020



December 31, 2020

Green Bay Area Department of Community and Economic Development

Attn: Redevelopment Authority

100 North Jefferson Street, Room 608

Green Bay, WI 54301

Dear Selection Committee:

Barsan Corporation is pleased to submit this proposal in response to your RFP for 436 S. Monroe Ave. We continue to support the AuthentiCity initiative to revitalize Green Bay's downtown area with a special emphasis on affordable housing. Our proposed project will produce an attractive mixed-income housing building that demonstrates Green Bay's focus on the future of the downtown area. This affordable housing project ("Chicago Street Apartment Complex") will provide a safe, healthy, well-connected site that complements existing venues while enhancing the beauty and vitality of the area adjacent to the downtown district. Upon project confirmation we will issue all necessary RFPs to contractors and architects. Together, the project team will successfully launch and complete this project.

We look forward to this project as an important contribution to Green Bay's continued development that goes beyond the expectations of the city's current and future leaders.

We believe our proposal is responsive to your priorities and preferences. We are excited for the opportunity to collaborate with the city of Green Bay in providing high quality affordable housing to residents of this great city.

Best Regards,

Filip Barsan

DEVELOPMENT TEAM	2
CONCEPT OVERVIEW	3
ALIGNMENT WITH STRATEGY	3
DESIGN AND USE	5
LONG RANGE PLANNING	7
PARKING	7
PUBLIC ART	7
INVESTMENT / FINANCIALS	8
CAPACITY AND EXPERIENCE	9
SUMMARY	10

Development Team

Developer	 Barsan Corporation	Contact: filip@barsancorp.com
Project Manager	TBD	-
Architect	TBD	-
Contractor	TBD	-
Financing	TBD	-
Owner	Developer	-

Concept Overview

Green Bay's downtown district will be enhanced with the addition of the "Chicago Street Apartment Complex" on 436 South Monroe Ave. The modern design and high-quality construction will be trademarks of this mixed-income housing project. Preliminary plans suggest a three-story building with 15 one- and 15 two-bedroom apartments. Underground parking will include reserved spaces for residents, including handicapped spaces along with options for electric cars, motorcycles, and bicycles. Exterior parking will allow for visitors, taxis/Uber/Lyft, and deliveries. The entry off Chicago Ave. will ensure that the intersection of Monroe Ave. and Chicago St. remains intact and unhampered by entry/exit traffic. The contemporary appearance and robust function of the building will provide a comfortable, enjoyable lifestyle for residents. Interior features will include standard amenities, e.g., lobby and mailroom with options for upscale features such as pet-washing room, locker storage, and community/game room. For convenience, a designated common space may provide free high-speed internet. A small fitness center may be included. The neighborhood will become a vibrant setting for apartment renters as well as nearby residents and businesses.

Alignment with Strategy

This mixed-income housing development aligns with the Green Bay community and economic development goals of being safe, healthy, connected and appreciated.



Safety of structures and the surrounding environment are of utmost importance. As with all our projects, safety is held to the highest standards. Safety within the building will be monitored and upheld per a designated, fully vetted management firm. Exterior safety, including lighting toward streets and parking areas, sidewalk maintenance, snow removal, etc. will be included in the management contracts. The apartment complex will have limited access to assure safety of tenants and property management staff.

Transportation hazards are being addressed in several ways. Underground and above ground parking (public and private) areas will be appropriately marked, spaced, and monitored for safety and security. All parking areas will be supervised by 24-hour camera surveillance. Entry/lobby area driveway will include at least two dedicated parking spots for Taxi/Uber/Lyft outside the entrance area, away from street traffic.

To enhance human-powered transportation, wider walkways in/out of the building will be factored into the construction design, providing extra green space with benches/seating areas and some options for public art. Standard ADA features will be included for added safety.

It is our expectation that the contemporary design and upscale features will attract individuals who respect and appreciate public safety. This in turn will, hopefully, reduce requirement of police departments resources.

Healthy environments promote wellbeing for individuals and the community at large. Prior to the onset of construction, environmental testing will be conducted to ensure the area is free from physical contamination (soil and water). Our team has experience in creating and maintaining housing structures with state-of-the-art technology. Health and well-being of tenants/renters will be enhanced by minimizing nuisance noise from traffic and crowd events in the nearby downtown district. Construction and design measures for internal spaces will conform to the newest options for sound barriers in relevant areas. The Chicago/Monroe location is walking distance to the Crook's Street Connection of neighborhood railways for walking and biking as well as St. John's Park where children and adults can relax and play.



Connectedness with neighboring properties is an important aspect of our proposal. The nearby blocks within walking distance are anchored by landmarks such as the Meyer theater, City Hall, and the City Deck/riverfront. A natural flow of human-powered traffic will occur as our tenants take advantage of other downtown amenities. The apartments are about four blocks from the river front and will generate more commerce and recreation with City Deck/riverfront region. Downtown events can be easily accessed by tenants and their families. Working in collaboration with the Green Bay Public Works Department, our construction plans will strive to address the needs for public water, sewer, storm water and utility using the latest technology and designs that will account for future growth of the downtown area.

Beauty and appreciation will be incorporated into the construction design and connecting spaces. Our contemporary mixed-income housing complex will become a housing model for Green Bay's downtown district and will be a trend-setter for future growth and sustainability of the urban lifestyle that many people are seeking. Exterior design of the Chicago Street Apartment Complex may feature colors, textures, lighting, and landscaping options to emphasize special events and holidays. In reference to the Green Bay AuthenticCity plan (pages 28-30), our proposed project will enhance the growth and improvement of the Monroe Corridor initiative.

Design and Use

BUILDING PROFILE					
Property Name and Address	436 S Monroe Ave, Green Bay, Wisconsin				
Parcels	13-169				
Lot Square Footage	0.46 Acres	20,038 SF	Average Garage Floorplate	9,600 SF	
Total Gross Building Area		38,620 GSF	Useable SF Required Per Parking Stall	400 SF	
Floorplate/1st Floor		9,655 GSF	Office Parking Stalls		
2nd Floor		9,655 GSF	Residential Parking	24 Stalls	
3rd Floor		9,655 GSF	Programmed Gross Parking Area (Retail + Res'l)	9,655 GSF	
Allowable Lot Coverage		-	Total Indoor Parking SF	9,655 SF	
Building Allowable Footprint		-	Total Indoor Parking Stalls	24 Stalls	
Building Height (Floors)		4.0 Floors			
Number of Apartment Floors		3.00 floors			
Average Floor to Floor Height		12.0 feet			
Height Limit (Feet)		-	2 Bed to 1 Bed Percentage	50%	
Building Height (Feet)		-	Unit Summary	Average Unit	Total SF
Ground Floor Retail/Office		0 RSF	Studio		Total
Gross Apartment SF		28,965 GSF	1 Bed Units	700 SF	10,500
Rentable Apartment SF		25,489 RSF	2 Bed Units	999 SF	14,989
Common Factor		12.00%	Total Units		25,489
					30 Units





Long Range Planning

Barsan Corporation is committed to the long-term viability of Green Bay's downtown area. If supported with public funding to launch this project, we intend to begin construction in summer of 2022 and complete construction one year later. Ideally, occupancy will commence in July of 2023. Our commitment to detailed property management and high standards that attract and retain tenants will ensure the sustainability of this project for many decades. This may be the first of many housing initiatives that meet the demand for Green Bay's residential options.

Parking

This development will have one level of below ground parking as well as above ground parking options. Underground parking will assigned to tenants and will include designated spaces for handicapped individuals and for charging stations for electric vehicles, as well as motorcycles and bicycles. Outside spaces will be designated for visitors and taxis/uber/lyft/deliveries. With guidance from city planners we will determine the anticipated number of total parking spaces that may be needed.

Public Art

Per the requirements of this RFA, at least 1% of our budget will be dedicated to enhancing the visible façade of the structure and nearby spaces with artistic features that blend with the contemporary nature of this new development. We will work in unison with the Green Bay Public Arts Commission (GBPAC) to fulfill their mission of integrating arts and culture as an essential part of life in this area. The internal building areas will feature contemporary, upbeat color themes, artwork, and structures, aimed to encourage appropriate activities/behaviors, please tenants and, thus, minimize turnover. Local interior and artistic design vendors will be utilized to accomplish this objective.

Investment / Financials

DEVELOPMENT USES OF FUNDS			
Property Acquisition Cost		\$8.48/SF	\$169,900
Total Hard Costs			\$5,889,550
Split Level Parking	\$22,000/Stall		\$531,025
Floors 1-3	\$185/SF		\$5,358,525
Total Soft Costs and Fees			\$942,328
Soft Costs	5.00% Contingency		\$294,478
Developer Fee	5.00% of Base Building Hard Costs		\$294,478
Leasing/Marketing Costs	5.00% of Base Building Hard Costs		\$294,478
Project Mgmt. Fee	6.00% of Base Building Hard Costs		\$353,373
Capitalized Financing Costs			TBD
Cash Financing Costs			TBD
Total Development Cost (Uses of Funds)			\$7,001,778

It is imperative that the City of Green Bay make a commitment to launching this endeavor. Construction financing may be provided through the contractor assuming that take out financing is secured. Once construction is complete, assigned LLC will assume the take-out financing for a permanent loan. Our expectation is \$5- \$7 million assessed value based upon projected project proposal. Assuming a \$22/per \$1,000 property tax rate, total incremental taxes would range from \$110,000 - \$155,000.

Upfront TIF proceeds may be applied to public infrastructure and/or parking. Pay-go (pay as you go) proceeds may be used for ongoing maintenance and sustainability of the above-mentioned infrastructure investments. The amount of public funding requested within the development agreement will be similar in nature to other, comparable downtown Green Bay redevelopments. That is, 12-20% of project increment along with pay-go funding available subsequent to the city of Green Bay debt payment obligations related to upfront TIF funding. Application of such requested public funding will be mutually agreed upon between Barsan Corporation (developer) and the city of Green Bay.

Phasing / Timeline

The timeline and phasing of construction and its completion is expected to span a little more than one year. If able to proceed, the groundbreaking ceremony will occur in late spring with actual construction beginning in May 2022. The construction completion with interior finishing will be completed in late May 2023. Occupancy will begin in July of 2023. If we experience a shorter negotiation stage, construction phases may begin sooner, thus, providing an earlier completion date.

Capacity and Experience

Barsan Corporation

Barsan Corporation (headquartered in Green Bay) is a development firm with a primary focus on multifamily housing. The company is comprised of legal, financial, construction, and safety advisors. With a pipeline of projects throughout the state of Wisconsin, Barsan Corporation aims to deliver more than 2,500 multifamily, mixed-income housing units by the year 2025.

The company president, Filip Barsan, is extremely motivated and persistent in pursuing positive outcomes. Filip has 10+ years' experience in the real estate, property management, construction and development industry. He is currently involved in several projects with local developers and municipalities.

Experience:

- Assisted living facility construction and remodel
- New residential construction
- Federal and municipal bidding
- Investment property
- Property management
- Commercial real estate sales
- Business advisor
- Real estate development advisor
- Construction advisor
- Philanthropy – President of Barsan Foundation
with mission *to serve the needs of children and impoverished families in Eastern Europe*

Barsan Corporation's vision for the future is a thriving and sustainable community for Green Bay, WI and its surrounding areas.

Mihai Schnell-Harrison, an advisor to Barsan Corporation, has experience in residential and commercial real estate. Within his first 18 months Mihai has successfully managed and closed over \$20 million in sales. He has worked with national brokerage firms in negotiating acquisitions, providing financial analysis for brokerage lenders underwriting team, and property assessment to leverage future refinances for new deals. Mihai's skills include sales & marketing, financial valuations, portfolio assessments, and his network in the real estate industry across the nation. Mihai is always committed to providing win-win scenarios for all parties involved. He believes in building better communities by working together and ensuring a successful outcome by clear communication, a commitment to success, and delivering on execution.

Summary

Barsan Corporation proposes to develop a mixed-income housing complex on the corner of Chicago Street and Monroe Avenue in response to the Green Bay City's request for proposals to develop an empty lot adjacent to the city's downtown district. Our development proposal is highly responsive to the RFP and demonstrates characteristics of futuristic planning in support of the AuthentiCity initiative to respond to the need for affordable housing while revitalizing Green Bay's downtown district.

Our team has the experience and foresight to complete this project with modifications as proposed by the city's leaders. We have incorporated safe, healthy, well-connected factors into our planning that complement existing venues while enhancing the beauty and vitality of the downtown district. Our vision is to contribute to the upscale, urban beat that is capturing the hearts and desired lifestyles of people of all generations across the country.

Our proposed mixed-income housing development will bolster a vibrant commercial and residential district that will attract and retain young professionals and individuals of all generations seeking urban living and all its amenities.

Submitted to Green Bay Department of Community and Economic Development

Attn: Redevelopment Authority

Filip Barsan, President

Barsan Corporation

admin@barsancorp.com

(844) 622-7726



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # E.3

Consideration with possible action on a request to amend Development Agreement 19-04: TWG 2 @ The Rail Yard to extend the deadline for project completion from August 31, 2022 to December 31, 2022.

BACKGROUND

The City of Green Bay, the Redevelopment Authority of the City of Green Bay (RDA), TWG Development, LLC and DDL Holdings, LLC entered into Development Agreement 19-04. This development agreement was entered into to assist with and ensure the construction of a new five-story residential structure with 225 studio, one-bedroom and two-bedroom rental units along with residential amenities including a rooftop deck and 7,000 sq. ft. of first-floor retail space along Broadway. Per DA 19-04, all construction is required to be completed no later than August 31, 2022.

Site plans were approved and building permits issued in July 2020. Significant site work was completed and the construction of foundations and stairwell shafts took place in 2020. TWG Development, LLC contacted the City in early December and requests that the development agreement be amended to push back the deadline for final construction to December 31, 2022, due to unforeseen complications associated with the Covid-19 crisis.

RECOMMENDATION

Approve the amendment to DA 19-04 Section IV.L. changing the required construction completion date by four months to December 31, 2022.

FISCAL IMPACT

ATTACHMENTS

1. TWG Amendment Proposal 01.08.21
2. 8.1 - Rail Yard - The Fort - Development Agreement - 191219 - Executed
3. First Amendment to DA 19-04 -Rail Yard - The Fort - 1.12.21 - Draft for RDA

TWG Development, LLC
1301 E Washington St., Suite 100
Indianapolis, IN 46202
T 317.264.1833
www.twgdev.com



January 8th, 2021

David Buck & Redevelopment Authority
City of Green Bay, WI

RE: Request for Amendment to Rail Yard Development Agreement 19-04

Dear Mr Buck and Members of the RDA,

TWG would like to provide a progress update on The Fort at The Rail Yard, our multifamily development in Green Bay's Rail Yard Planned Unit Development.

To recap the scope of this project, it will bring 225 households to the city's downtown, nearly doubling the current inventory of Class A apartments. It also creates vibrant retail and pedestrian activation along the street, furthering the city's goal of creating a healthy Rail Yard Innovation District. Finally, it services the existing infrastructure bond for recent road construction—and at the conclusion of the TID period, will add over \$500,000/yr to city tax revenue.

The COVID-19 pandemic has had widespread impacts on cities, but TWG's confidence in the demand for housing like The Fort has not been shaken. Green Bay rent levels and leasing demand have been resilient in this downturn, and mid-size cities have shown a strong appeal to waves of residents relocating from coastal markets. In the long term, we believe these trends will continue and Green Bay will benefit from its commitment to downtown revitalization.

In the short term, however, there are temporary impacts to the real estate industry. In construction, material costs like lumber have doubled since March due to supply chain stress, and our active construction projects have implemented costly sanitization and distancing procedures. In financing, funding sources (e.g. banks, private equity) took extremely cautious stances in 2020, compounded by uncertainty around the presidential election. This has led to an industry slowdown of new construction projects beginning construction.

Despite this, TWG has been able to secure debt and equity commitments for The Fort, a testament to the sustained strength of Green Bay's housing market. With these commitments, we have invested over \$2M into the project by purchasing the land and constructing foundations before the ground froze for winter.

Unfortunately our funding, primarily because of complications from Opportunity Zone regulation, has been delayed into the spring. Thankfully we always assume a significant pause during northern winters, so this has not been a major impact to our completion schedule. However, there will still be an impact of several months. As a result, we are requesting an extension of our required completion date from August 31st to December 31st, 2022. This change would have zero impact on the financial projections for the TID and preserves the full vision of the original development agreement.

We deeply appreciate the RDA's continued collaboration on this project, and look forward to the full completion of an incredible new project for the city.

Sincerely,

Michael Taft

Michael Taft | Development Associate
TWG Development, LLC



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-04

TWG 2 @ THE RAIL YARD

This Development Agreement is made this 19 day of DECEMBER, 2019,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes 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. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty five thousand, seventy dollars (\$35,070.00) 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 \$23.38); and
 3. Thirteen thousand, seven hundred twenty five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) 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 \$23.38); and
 3. One hundred ninety two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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

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

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public 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.
- N. "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.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "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.
- Q. "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.

- R. "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.
- S. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Development Agreement 17-02 (RailYard: North).
 - a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
 - b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
 - c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty one million dollars (\$21,000,000.00) within twenty-four (24) months of the Future Project Grant award.
 - d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

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

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:
 - (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
- e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
- f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City, Developer, and DDL Holdings, LLC shall amend this Agreement to provide for alternative incentive in an amount equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project.

3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
- c) Any other activity specifically approved by the City or RDA.

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

- 1. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) 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 total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV. A. 2. below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and

completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

A. Concept Plan. Prior to June 30, 2020, 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 herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

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

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

B. Construction Documents. Prior to June 30, 2020, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to June 30, 2020, 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 thirty million dollars (\$30,000,000.00) in "hard" construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - 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; and
- 4. 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.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 31, 2020, 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 May 31, 2020, 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 May 31, 2020, 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 August 30, 2020. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - I. 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 without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability partnership or limited partnership) which shares common ownership with TWG Development, LLC. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land

and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33

U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

- S. 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 – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease - one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$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 – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);

- b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$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 – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) one million dollars (\$1,000,000.00) per occurrence; and Property Damage - two hundred fifty thousand dollars (\$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 one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV. S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
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 terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or

restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail

postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

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

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

Attention: Brent M. Weycker
340 N. Broadway, Suite 460
Green Bay, WI 54303

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

Signature page 2 of 5

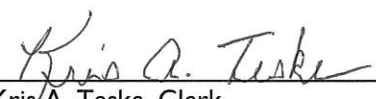
IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City, RDA and DDL Holdings, LLC as of the day and year first written above.

THE CITY OF GREEN BAY

By:


Eric Genrich, Mayor

By:

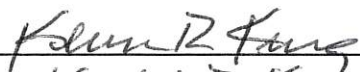

Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19 day of December 2019, the above named Eric Genrich and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.




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

Signature page 3 of 5

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

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

By:

Gary J. Delveaux
Gary J. Delveaux, Chair

Attest:

Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Gary J. Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

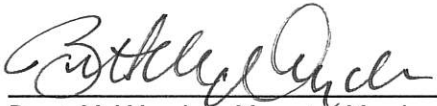
STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

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

Signature page 4 of 5

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

DDL HOLDINGS, LLC

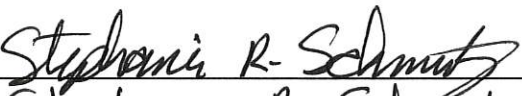
By: 
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

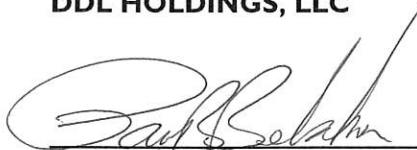

* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

Signature page 5 of 5

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

DDL HOLDINGS, LLC

By:

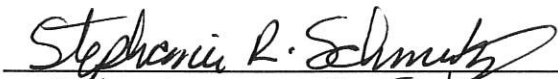


Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.


* Stephanie R. Schmutzer

Notary Public, Brown County, Wisconsin

My Commission Expires 3-1-23

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map



EXHIBIT B
Legal Description

LOT 8 THE RAIL YARD

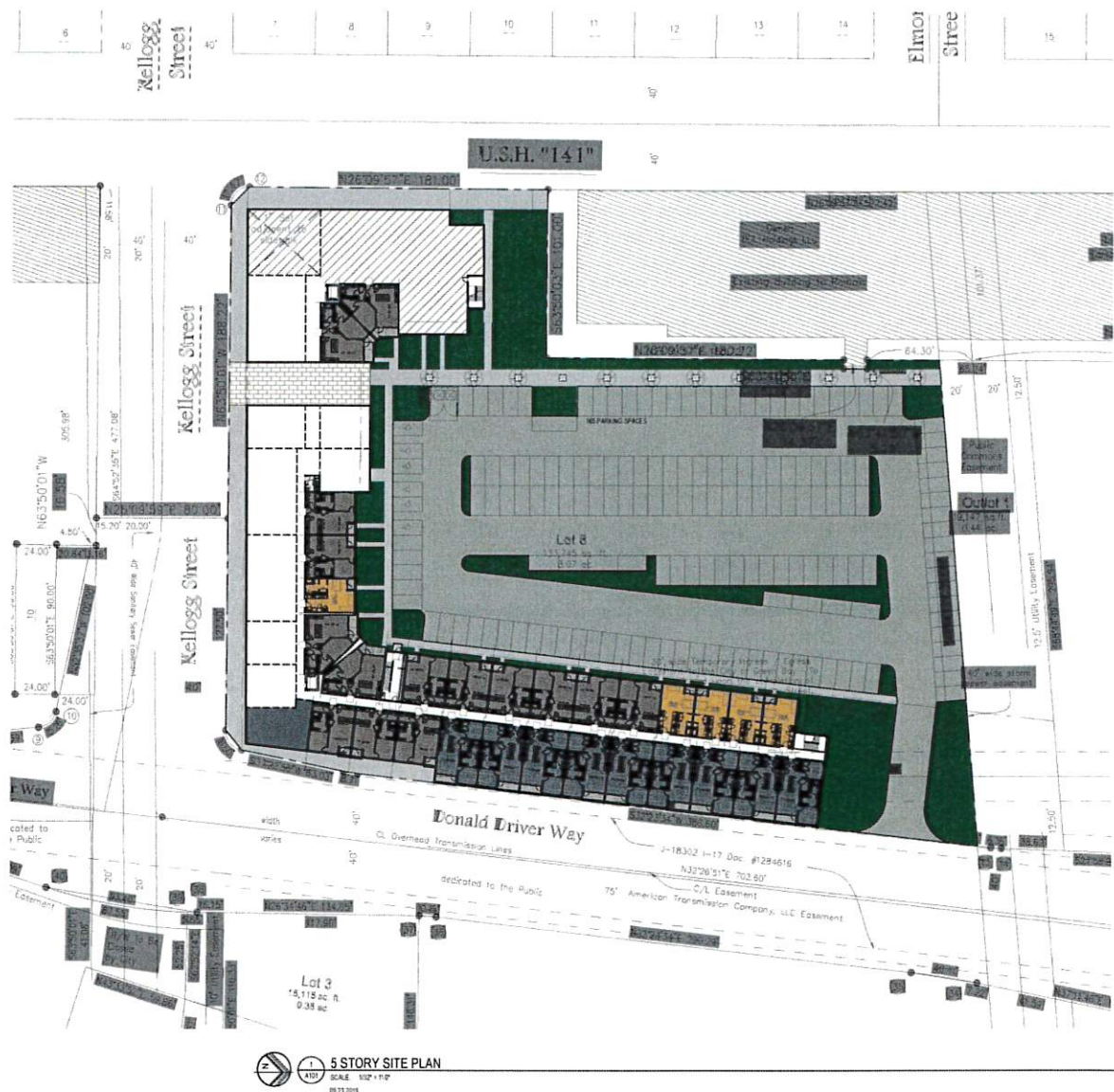
EXHIBIT C
Preliminary Concept Plan

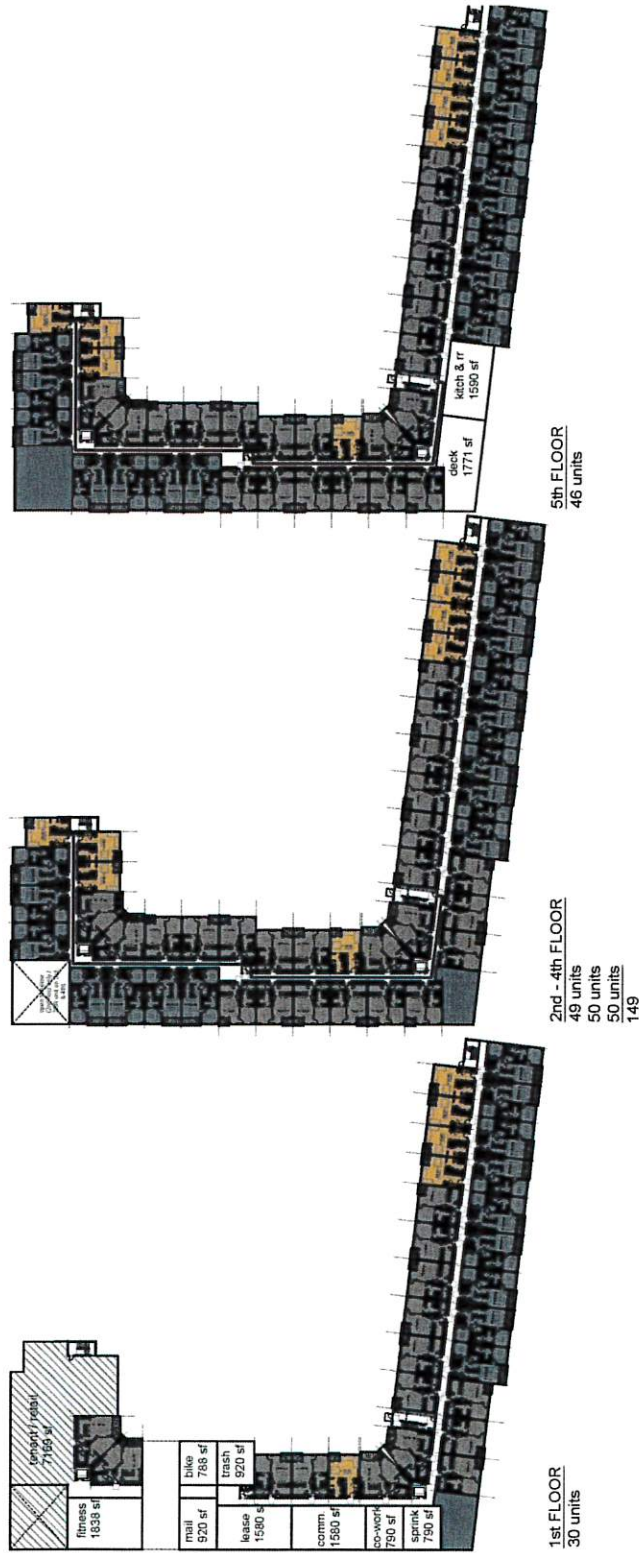


Broadway & Kellogg - Conceptual Rendering



Kellogg & Donald Driver Way - Conceptual Rendering





Green Bay Market Rate Unit Mix										
Unit Type	SF (gross)	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	Building Area	%		
UNIT 5B	592	5	8	8	8	8	4,736	37	21,904	16%
UNIT 1B	749	11	20	20	20	17	12,733	88	65,912	39%
UNIT 1C	843	4	4	4	4	4	3,372	20	16,860	9%
UNIT 2B	956	9	16	16	16	16	15,296	73	69,788	32%
UNIT 2C (corner)	1,459	-	-	1	1	1	1,459	3	4,377	1%
UNIT 2D (end)	1,153	1	1	1	1	-	1,153	4	4,612	2%
Total Unit SF		30	49	50	50	46	48,373	225	183,453	77.0%
Tenant										
Circulation / Balconies										
Amenity + Support										
Roof Deck										
Gross SF		46,434	46,612	48,373	48,373	48,373	238,165	100.0%		

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

[To be included when borrowing occurs]



City of Green Bay
Department of Community and Economic Development

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT 19-04
TWG 2 @ THE RAIL YARD**

This First Amendment to Development Agreement (“Amendment”)

is made this 12th day of January, 2021,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
TWG DEVELOPMENT, LLC, an Indiana limited liability company (“Developer”), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

- A. The City, RDA, TWG Development, LLC, and DDL Holdings, LLC entered into a Development Agreement (“Development Agreement”) dated December 19, 2019.
- B. The City, RDA, TWG Development, LLC, and DDL Holdings, LLC 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. Obligation of Developer. Section IV. L. of the Development Agreement shall be deleted and replaced with:

“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 August 30, 2020. Construction shall be

completed no later than **December 31, 2022**. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project."

- C. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is full force and effect
- D. 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.
- E. 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.
- F. 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.
- G. 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, DDL Holdings, LLC, City and RDA as of the day and year first written above.

[Signature pages follow]

Signature page 1 of 4

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

**DEVELOPER:
TWG DEVELOPMENT, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

DDL Holdings, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ on behalf of DDL Holdings, LLC, 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 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest: _____
Pamela Manley, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, 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 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
TWG DEVELOPMENT, LLC and DDL HOLDINGS, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, 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 _____



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.4

Consideration with possible action to authorize a Review Committee and Purchasing Department to award \$275,000.00 of CARES-CV3 funding to Homelessness Shelter Assistance and \$191,729.00 of CARES-CV3 funding to Rental Mortgage Assistance to the highest scoring applicants based on funding availability.

BACKGROUND

In response to combating the effects of COVID-19, the U.S. Department of Housing and Urban Development (HUD) allocated special Community Development Block Grant (CDBG) funds for Entitlement Entities. The City of Green Bay received \$566,729.00 in Community Development Block Grant (CDBG-CV3) Entitlement funds to be used to prevent, prepare and respond to COVID-19. As directed by City Council, \$275,000.00 of CDBG-CV3 has been allocated to Homelessness Shelter Assistance and \$191,729.00 has been allocated to Rental and Mortgage Assistance Programs.

In following the City of Green Bay's Community Development Block Grant Policy, staff worked with the Purchasing Department to develop a request for proposals for both Homelessness Shelter Assistance and Rental/Mortgage Assistance. Proposals will be received in the Purchasing Department on January 13, 2021. All qualified proposals will be reviewed and scored by a review committee comprised of Department of Community and Economic Development staff and the process facilitated by the City of Green Bay's Purchasing Department.

In an effort to expedite the CARES funds into the community, staff would like to ask the RDA to allow the review committee and the Purchasing Department to award funds to the highest scoring applicants based on funding availability.

RECOMMENDATION

Authorize a Review Committee and Purchasing Department to award \$275,000.00 of CARES-CV3 funding to Homelessness Shelter Assistance and \$191,729.00 of CARES-CV3 funding to Rental /Mortgage Assistance to the highest scoring applicants based on funding availability.

FISCAL IMPACT

ATTACHMENTS

1. RFP 3294 Homelessness Shelter Assistance
2. RFP 3295 Rental a Assistance and Mortgage



CITY OF GREEN BAY REQUEST FOR PROPOSAL



RFP #: 3294

Title: Community Development Block Grant –COVID 19 (CDBG-CV) Homeless Shelter Assistance

City Agency: City of Green Bay Redevelopment Authority

Due Date: 1/13/2021 2:00 PM CT
Opening will be done virtually see Opening of Proposals,
page 4.

CC: 952-00,961-00,962-00,948-00,918-00

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay Redevelopment Authority ("City") is soliciting Proposals from qualified vendors for Community Development Block Grant COVID 19 (CDBG-CV) Homeless Shelter Assistance that prevent, prepare for and respond to issues created by the COVID-19 Pandemic.

Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due date and time indicated below. The City will reject all late Proposals:

RFP Issue Date:	December 18, 2020
Questions Due Date:	January 5, 2021 by 4:30 pm CT
Addendum Posted Date:	January 6, 2021 by 4:30 pm CT
Due Date:	January 13, 2021 by 2:00 PM CT
Evaluation Team Meeting:	January 15, 2021

Sealed RFP Opening - Only the names of Proposers will be read at the opening.

1.3 Format

The City will not consider illegible Proposals.

Elaborate Proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

Please include One (1) original and three (3) copies of your proposal. Please also include an electronic version of your proposal on USB flash drive or CD.

Complete and return Forms A through F with your Proposal submittal to City of Green Bay Purchasing Department by 1/6/2021, by 2:00 PM CT.

1.4 Labeling

All Proposals must be clearly labeled:	Proposer's Name and Address
	RFP #: 3294
	Title: CDBG-CV Homeless Shelter Assistance
	Due: January 13, 2021 2:00 PM CT

All email correspondence must include RFP #3294 in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to:	City of Green Bay Purchasing Department
	100 North Jefferson St. Room 101
	Green Bay, WI 54301

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.9 City of Green Bay Contact Information

The City of Green Bay
Purchasing Department
administers the procurement
function:

Diane Kruse, CPM; C.P.I.M. Buyer
Purchasing Department
100 North Jefferson St. Room 101
Green Bay, WI 54301
PH: (920) 448-3051
FAX: (920) 448-3050
purchasingag@greenbaywi.gov

Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, **in writing**, to the Purchasing Department Buyer listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to proposal terms, conditions, specifications and dates stated within the proposal package. However, the City of Green Bay reserves the right to disqualify any and all Proposals submitted which include exceptions, if deemed not in the City’s best interests.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Proposal Distribution Networks

The City of Green Bay posts all Request for Proposals, addenda, tabulations, awards and related announcements on three distribution networks – City of Green Bay, VendorNet and DemandStar. The aforementioned documents are available from these websites. It is the Proposers responsibility to regularly monitor the proposal distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies proposal network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar: National proposal network – Free subscription is available to access Proposals from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

- 1) Register at: www.demandstar.com/registration
- 2) Choose your Free Agency (Type “WAPP” in the search box).
- 3) Check out with your FREE AGENCY registration by clicking “Skip for now” on the page where it gives you options to add additional Counties and States.

Home Page: www.demandstar.com

City of Green Bay: City of Green Bay proposal network. Homepage: greenbaywi.gov; click in Search Button enter Open Solicitations.

1.13 Opening of Proposals

PROPOSAL OPENING: Proposals will be opened on the proposal due date, see first page of document. The time for sealed bid openings is **2:00 pm** for Proposals issued from the Purchasing Department. Only the names of the Proposers will be announced. **Due to Social Distancing, all openings will be done virtually.**

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

Join Zoom Meeting on Wednesday, January 13, 2021 at 2pm CT.

Topic: Calvin Winters' Personal Meeting Room

To join the Zoom meeting, click on the link below or dial by your locations.

<https://zoom.us/j/7528060116?pwd=dm5vZXFzVRBcHlGY1E4Ymc5UT09>

Meeting ID: 752 806 0116
Password: 4KLQVK

Dial by your location

+1 929 205 6099 US (New York)
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US

Find your local number: <https://zoom.us/j/7528060116>

1.14 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.15 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all Proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Proposer responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.16 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this service and not to restrict competition. 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. 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.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information 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.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Contract Quantities

The estimated annual quantities identified within this RFP are for proposal purposes only and are based on historical data. The City does not guarantee to purchase any specific quantity or dollar amount. Proposals that state the City must guarantee a specific quantity or dollar amount may be disqualified.

1.21 Service Reports/Documentation

The successful Proposer shall furnish to requesting department a Service report summarizing details such as the date service was completed, shall include detailed description of service that was completed, clientele serviced (if applicable), dollar amount of service its total quantities and in total. The City reserves the right to request detailed service reports at any time and request additional information per Federal Regulation and other details needed for audit of the usage of awarded funds.

1.22 Proposal Evaluation

The City's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all Proposers do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

1.23 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. As interviews/presentations may not be conducted, it is in the Proposers best interest to submit a complete, concise and comprehensive Proposal. The submitted Proposal may be the only information the Evaluation team may review for scoring and award.

Proposals will be scored using the following criteria:

Description	Points
Alignment with RFP	30
Organization Capacity	25
Impact in the Community	20
Budget	15
Staff Qualifications	10
TOTAL	100

1.24 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposers after the original evaluation process is complete. Alternatively, the highest Proposer or Proposers may be requested to submit best and final offers. If the City requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring Proposers following that process. However, a Proposer should not expect that the City will request a best and final offer. 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 solely on lowest price.

1.25 Partial/Split Award

Unless otherwise noted, it will be assumed that Proposers will accept an award for all or part of the funds. It is the City's intention and reserves the right to split the award to one or more than one organization. Furthermore amount of the award will be determined by the Evaluation Committee appointed by the City. The grants available are a range of up to \$275,000. No organization is guaranteed a specific dollar amount. When submitting your proposals, you can use these funds for one (1) project/activity or submit for more than one (1) project/activity. If you are looking for funds for more than one project/activity list each, address each in your submittal and on the pricing page (Form E). Supply a detailed description of each project/activity and submit a budget with detailed line items for each project/activity you are requesting funds for. The City will score each project/activity you are requesting funds for, so be detailed.

1.26 Negotiate Contract Terms

The City 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 City may negotiate a contract with the next highest scoring Proposer.

1.27 Budget- Unsecured Additional Cost of Funds Needed (above the \$275,000)

Purchasing will score the cost proposals by prorating with the lowest unsecured additional cost of funds needed if any (above the \$275,000 given per this RFP or your requested amount). The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest unsecured additional cost of funds needed proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score. If the \$275,000 or your requested amount is sufficient to complete the activity, then you would enter zero (\$0) dollars in unsecured Additional Cost of Funds needed to complete this activity.

$$\frac{\text{Lowest Cost of Unsecured Additional Funds Needed Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Other Cost of Unsecured Additional Funds Needed Proposed Cost

Cost Proposals shall be in a separate sealed envelope and submitted within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the Proposer.

1.28 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is ES 047920.

1.29 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with Calvin Winters, Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.30 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 SCOPE OF SERVICES

2.1 Background

In response to combating the effects of COVID-19, the U.S. Department of Housing and Urban Development (HUD) allocated special Community Development Block Grant (CDBG) funds for Entitlement Entities. The City of Green Bay will receive \$566,729 in Community Development Block Grant (CDBG-CV) Entitlement funds to be used to prevent, prepare and respond to COVID-19. This allocation was authorized in the Coronavirus Aid, Relief, and Economic Security (CARES) Act by President Trump on March 27, 2020 in response to the growing effects of this historic public health crisis. The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. **These funds shall be used for Organizational facilities servicing homeless and or low income residents, residing in the City of Green Bay only.**

The City of Green Bay has allocated a portion \$275,000 of these CARES funds to Homeless Shelter Assistance Programs that address COVID-19 related community needs. The CDBG-CV funds allocated under the CARES Act may be used for a range of eligible homeless shelter activities that prevent and respond to the spread of infectious disease coronavirus 2019 (COVID19). The proposed activities must meet the National Objective as required by CDBG regulation:

- Benefit low-and moderate income persons

Qualifying for CDBG Funds: In order to qualify for CDBG funds, a project or program must meet national objective of the CDBG program (listed above). The project or program must be listed as an “eligible” activity in the CDBG statute found at 24 CFR 570.

Eligible Applicants: Applicants must be a unit of government or a non-profit 501(C) (3) charitable organization and have an active DUNS #. (Why does an organization need a DUNS number to respond to the RFP? A DUNS number is required by the federal government, and CDBG funds are provided to the City by the U.S. Department of Housing and Urban Development (HUD). Only responses with a unique DUNS number will be accepted.)

Ineligible CDBG Activities: The general rule is that any activity not specifically identified as eligible is considered ineligible. Listed below are specific activities, which are ineligible:

- New housing construction.
- Building used predominantly for the general conduct of government (except for removal of architectural barriers) and other general government expenses.
- Political activities.
- Purchase of furnishings, motor vehicles and equipment.
- Operating and maintenance expenses, including repair of public facilities and improvements.

- Income payments.
- Improvement to buildings used for religious activities.

Activities Must Serve an Eligible Population: Low- and Moderate- Income Guidelines, at least 51% of the funded activity participants must meet low or moderate-income guidelines as determined by HUD for the Green Bay standard metropolitan statistical area (MSA), or,

The activity must benefit a clientele who are generally presumed to be persons of principally low and moderate incomes. The following groups are presumed by HUD to meet this criterion: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, migrant farm workers, persons with developmental or mental disabilities, persons living with HIV/AIDS, and persons with mental or emotional disturbances; or, Information on family size and income must be provided that shows that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

The activity must have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

The activity must be of such a nature, and be in such a location, that it may be concluded that the activity's clientele will primarily be low and moderate-income persons. An "area benefit" survey, as outlined in the CDBG program, may be required by the applicant.

Services must be made available to individuals regardless of:

- Criminal background, unless they are listed on the sex offender registry and are residing at a shelter within close proximity to a school or childcare facility.
- Sobriety, unless the individual demonstrates they are not able to provide proper self-care.

The City of Green Bay is looking for the following types of homelessness activities:

- Improve the number and quality of emergency shelters for homeless individuals and families;
- Help operate these shelters;
- Provide essential services to shelter residents;

The Activity must address a homeless shelter operations and/or homeless shelter capacity related issue that is related to the COVID-19 Pandemic.

- Proposals shall provide a clear and concise description of the activity and how the activity prevents, prepares for and/or responds to issues created by the COVID-19 Pandemic.
- Proposals shall address any public health and safety measures that are needed to comply with Executive Order 20-12
- Proposals shall include a budget and a timeline for the activity.
- Proposals shall include any leveraged funding from other sources in the budget.
- Proposals shall include your reporting format. With submittal of your invoice, Organization shall submit documentation which shall have details of date of service, detailed description of service, who performed the service, where the service was performed, Clientele this service benefited and any other information deemed necessary by the RDA department, City of Green Bay, for the record keeping of these funds to the Federal Government.

2.2 Quality of Services

Proposals should provide an estimate for the number for individuals or households that will benefit from the proposed activity.

2.3 Scoring Criteria

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 City'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 City's applications will be considered in the final analysis, but this will not be used as the sole consideration in the selection of the "best" solution. Ultimately, the City will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for the City, as determined pursuant to the evaluation criteria as set forth herein. The City reserves the right to award in part or whole. The proposals will be scored by a committee. They will select the award 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

Proposals will be scored using the following criteria:

Description	Points
Alignment with RFP Purpose – Provide a clear and concise description of the activity in your Proposal that you are offering and how the activity prevents, prepares for and /or responds to issues created by the COVID-19 Pandemic.	30
Organization Capacity - Previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities, organizational chart and number of employees.	25
Impact in the Community -List the service/activity (s) you are quoting herein, how many individuals and families this service will impact. List any other information you feel is relevant to your organizations impact in the Community.	20
Budget - Cost of unsecured additional funds needed besides the \$275,000 or money seeking, Grant Money given herein to complete this Activity/ Service. (If the \$275,000 or money seeking is sufficient to cover the entire activity you are offering herein this proposal you would enter zero (0) on the pricing page). Proposal cost will be scored on the basis of that which provides the best overall value to the City/Clients.	15
Staff Qualifications – List of employees with titles and resumes attached.	10
TOTAL	100

2.4 Vendor Requirements

Vendor's Responsibility refers to the Vendor's potential ability to perform successfully under the terms of the proposed contract. The following are minimums of standards a responsible Vendor should meet:

- 1) For a minimum of FIVE (5) years, has been in operation with personnel and resources adequate to assure compliance with the requirements stated in this proposal;
- 2) Have knowledge and experience of the requirements associated in complying with Community Development Block Grant COVID 19
- 3) Be able to provide evidence of a minimum of THREE (3) successful Grant projects completed by the vendor, similar to the size and scope of this project
- 4) Be able to comply with the requirements of the City's work, taking into consideration all existing business commitments;
- 5) Favorable references from firms with projects of similar scope and indication the Vendor has the ability to carry out the services specified:
 - Completed contracts in accordance with the Contract Documents
 - Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions were granted by the owner
 - Fulfilled requirements of the Contract Documents
 - Is not presently on an ineligible list maintained by the Wisconsin Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements or for projects involving federal funds, not presently included on the "List of Parties Excluded From Federal Procurement and Non-Procurement Contracts" identifying federally debarred contractors
- 6) Have a satisfactory record of integrity and business ethics;
- 7) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.

Proposer shall be in the business of homelessness prevention and outreach for the past five (5) years.

Proposer shall supply references of 2 firms to which similar service have been provided during the past 6 years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form E to list references.

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) Any combination of above

2.5 Insurance Requirements

If needed, awarded contractor must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+, and signed by an authorized agent.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

- a. Form A- Signature Affidavit

- b. Form B- Receipt of Forms and Submittal Checklist
- c. Form C- Vendor Profile Information
- d. Form D- Designation of Confidential and Proprietary Information
- e. Form E- Cost Proposal
- f. Form F- References

4 PROPOSAL CONTENT & FORMAT

Vendors are required to submit the following items in the format requested as a complete proposal. All sections and attachments must be divided by numbered tab pages, as indicated below.

Tab 1- Alignment with RFP Purpose

1. Provide a clear and concise description of the activity in your Proposal that you are offering and how the activity prevents, prepares for and/or responds to issues created by the COVID – 19 Pandemic.

Tab 2 –Introductory Letter/Company Overview/ Organizational Capacity

2. Provide a brief cover letter identifying the vendor by name and address and include a brief statement regarding the vendor's eligibility (See 2.4 Vendor Requirements) to submit a proposal for the required services. Describe your understanding of the City and the work to be performed.
3. Provide a separate overview and history of your firm. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in this RFP. The City may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-h):
 - a. List the company's complete legal name, full address, headquarters location.
 - b. List the contact person for this RFP, name, title, e-mail, and phone.
 - c. State how long the company has been in business.
 - d. Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered.
 - e. State the number of employees of the company.
 - f. Indicate the capability of your firm to hold harmless, indemnify and defend the City for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors;

describe the liability insurance coverage carried by your firm.

g. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations.

h. Financial Statements: Three years balance sheets and income statements shall be provided *upon request*.

Provide previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities.

Tab 3 – Impact on the Community

Provide a detailed description of the approach and methodology to be used to deliver the “Scope of Services” as outlined in the Types Of Homeless Activities:

1. An implementation plan that describes in detail the methods, including controls, by which your organization manages projects of the type sought in this RFP.
2. List the service/activity (s) you are offering herein this proposal, which will benefit from this/these service/activity (s), how many individuals and families this service/activity (s) will impact and any other information you feel is relevant to your organizations impact in the Community.
3. Provide a detailed description of efforts your firm will undertake to achieve client satisfaction and to fulfill the requirements contained in the “Scope of Services” section.
4. Tell us what you do that differentiates your firm from your competitors that will benefit the City. List any value added services that are included in your base fee structure.

Tab 4 – Staff Qualifications

The information requested in this section should describe the qualifications of the organization and key staff. Information shall include the following:

1. A comprehensive summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein. Provide a list of key accounts receiving services as those required in this RFP.
2. Identify all persons who will be assigned to work on the City of Green Bay's account and who will be performing the service/activity(s) required under this contract. Describe their level/title, qualifications, certifications, and experience, including number of years working on Grant projects, and a list of key clients for whom they have performed this service/activity (s).
3. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they may begin work.



Form A: Signature Affidavit

RFP #: 3294

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #:3294

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Designation of Confidential and Proprietary Information		
Form E: Cost Proposal		N/A
Form F: References		N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFP #: 3294

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



Form D: Designation of Confidential and Proprietary Information

RFP #: 3294

This form must be returned with your response.

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.



Form E: Cost Proposal

RFP #: 3294

This form must be returned with your response.

Item No.	\$ _____ DESCRIPTION OF ACTIVITY AND FUNDS SEEKING	Budget - List the <u>funds seeking</u> from this RFP for the project/activity. As stated previously, the grants available are a range of up to \$275,000. The City will score each project/activity you are requesting funds for, so be detailed. We would like to see a budget (no specific format – Excel, QuickBooks whatever you use), with line item detail. Make sure to give a detailed description of your project/activity along with all the information requested in the RFP for each activity. Proposal cost will be scored on the basis of that which provides the best overall value to the City. The amount of the award will be determined by the Evaluation Committee appointed by the City.
	\$ _____ List here UNSECURED additional funds needed above what you are seeking from this RFP	UNSECURED additional funds needed above what you are seeking from this RFP.

Questions:

1. What is the lead time after notice to proceed? _____.

COMPANY NAME



Form F: References

RFP #:3294

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



Appendix A City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

1. General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

3. Bid Selection. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
- 8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
- 9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
- 10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

- 11. Cancellation/Termination.
 - a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
 - b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
 - c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
 - d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.
- 12. Specifications.
 - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
 - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
- 13. Regulatory Compliance.
 - a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
 - b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.
- 14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.
16. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.
17. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.
18. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
 - a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
 - b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.
 - c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
 - d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
 - e. Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.
19. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.
20. Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 47920.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
21. Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
22. Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. Contractor hereby agrees 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, 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 contractor 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.
 - A. Contractor 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.
 - B. In the event that contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's 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.

C. This indemnity provision shall survive the termination or expiration of this Agreement.

24. Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

A. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- B. Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

25. Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

26. Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

27. Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

28. Insurance Requirements. There is no insurance requirements the the distribution of the Federal Funds.

29. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.

30. Warranty of Materials and Workmanship.

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other

guarantees in this Contract.

31. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.
32. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.
33. Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

34. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
35. Software & Technology Purchases.
 - a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
36. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.
37. Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.
38. Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

39. Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
40. Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.
41. Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

City of Green Bay

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be insert date. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

13. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Procurement Manager, Purchasing Department

100 North Jefferson St. Room 101

Green Bay, WI 54301

FOR THE CONTRACTOR:

15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

22. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELCATION/TERMINATION.**

- A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees 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, 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 Contractor 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. Contractor 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 Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's 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. This indemnity provision shall survive the termination or expiration of this Agreement.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Green Bay, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Green Bay, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Purchasing Department, Room 101
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. **CONFIDENTIAL INFORMATION**

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. **OPEN RECORDS**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at Green Bay, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF GREEN BAY, WISCONSIN
a municipal corporation:**

By: _____
Eric Genrich, Mayor

Date: _____

Approved:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____



CITY OF GREEN BAY REQUEST FOR PROPOSAL



RFP #: 3295

Title: Community Development Block Grant –COVID 19 (CDBG-CV) Rent/Mortgage Assistance

City Agency: City of Green Bay Redevelopment Authority

Due Date: 1/13/2021 2:00 PM CT
Opening will be done virtually see Opening of Proposals,
page 4.

CC: 952-00,961-00,962-00,948-00,918-00

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay Redevelopment Authority ("City") is soliciting Proposals from qualified vendors for Community Development Block Grant COVID 19 (CDBG-CV) Rent/Mortgage Assistance that prevent, prepare for and respond to issues created by the COVID-19 Pandemic.

Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due date and time indicated below. The City will reject all late Proposals:

RFP Issue Date:	December 18, 2020
Questions Due Date:	January 5, 2021
Addendum Posted Date:	January 6, 2021 by 4:30 pm CT
Due Date:	January 13, 2021 by 2:00 PM CT
Evaluation Team Meeting:	January 15, 2021

Sealed RFP Opening - Only the names of Proposers will be read at the opening.

1.3 Format

The City will not consider illegible Proposals.

Elaborate Proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

Please include One (1) original and three (3) copies of your proposal. Please also include an electronic version of your proposal on USB flash drive or CD.

Complete and return Forms A through F with your Proposal submittal to City of Green Bay Purchasing Department by 1/13/2021, by 2:00 PM CT.

1.4 Labeling

All Proposals must be clearly labeled:	Proposer's Name and Address
	RFP #: 3295
	Title: CDBG-CV Rent/Mortgage Assistance
	Due: January 13, 2021 2:00 PM CT

All email correspondence must include RFP #3295 in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to:	City of Green Bay Purchasing Department
	100 North Jefferson St. Room 101
	Green Bay, WI 54301

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.9 City of Green Bay Contact Information

The City of Green Bay
Purchasing Department
administers the procurement
function:

Diane Kruse, CPM; C.P.I.M. Buyer
Purchasing Department
100 North Jefferson St. Room 101
Green Bay, WI 54301
PH: (920) 448-3051
FAX: (920) 448-3050
purchasingag@greenbaywi.gov

Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing***, to the Purchasing Department Buyer listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to proposal terms, conditions, specifications and dates stated within the proposal package. However, the City of Green Bay reserves the right to disqualify any and all Proposals submitted which include exceptions, if deemed not in the City’s best interests.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Proposal Distribution Networks

The City of Green Bay posts all Request for Proposals, addenda, tabulations, awards and related announcements on three distribution networks – City of Green Bay, VendorNet and DemandStar. The aforementioned documents are available from these websites. It is the Proposers responsibility to regularly monitor the proposal distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies proposal network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar: National proposal network – Free subscription is available to access Proposals from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

- 1) Register at: www.demandstar.com/registration
- 2) Choose your Free Agency (Type “WAPP” in the search box).
- 3) Check out with your FREE AGENCY registration by clicking “Skip for now” on the page where it gives you options to add additional Counties and States.

Home Page: www.demandstar.com

City of Green Bay: City of Green Bay proposal network. Homepage: greenbaywi.gov; click in Search Button enter Open Solicitations.

1.13 Opening of Proposals

PROPOSAL OPENING: Proposals will be opened on the proposal due date, see first page of document. The time for sealed bid openings is **2:00 pm** for Proposals issued from the Purchasing Department. Only the names of the Proposers will be announced. **Due to Social Distancing, all openings will be done virtually.**

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

Join Zoom Meeting on Wednesday, January 13, 2021 at 2pm CT.

Topic: Calvin Winters' Personal Meeting Room

To join the Zoom meeting, click on the link below or dial by your locations.

<https://zoom.us/j/7528060116?pwd=dm5vZXFzVRBcHlGY1E4Ymc5UT09>

Meeting ID: 752 806 0116
Password: 4KLQVK

Dial by your location

+1 929 205 6099 US (New York)
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US

Find your local number: <https://zoom.us/j/7528060116>

1.14 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.15 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all Proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Proposer responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.16 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this service and not to restrict competition. 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. 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.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information 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.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Contract Quantities

The estimated annual quantities identified within this RFP are for proposal purposes only and are based on historical data. The City does not guarantee to purchase any specific quantity or dollar amount. Proposals that state the City must guarantee a specific quantity or dollar amount may be disqualified.

1.21 Service Reports/Documentation

The successful Proposer shall furnish to requesting department a Service report summarizing details such as the date service was completed, shall include detailed description of service that was completed, clientele serviced (if applicable), dollar amount of service its total quantities and in total. The City reserves the right to request detailed service reports at any time and request additional information per Federal Regulation and other details needed for audit of the usage of awarded funds.

1.22 Proposal Evaluation

The City's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all Proposers do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

1.23 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. As interviews/presentations may not be conducted, it is in the Proposers best interest to submit a complete, concise and comprehensive Proposal. The submitted Proposal may be the only information the Evaluation team may review for scoring and award.

Proposals will be scored using the following criteria:

Description	Points
Alignment with RFP	30
Organization Capacity	25
Impact in the Community	20
Budget	15
Staff Qualifications	10
TOTAL	100

1.24 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer after the original evaluation process is complete. Alternatively, the highest Proposer or Proposers may be requested to submit best and final offers. If the City requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring Proposer following that process. However, a Proposer should not expect that the City will request a best and final offer. 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 solely on lowest price.

1.25 Partial/Split Award

Unless otherwise noted, it will be assumed that Proposers will accept an award for all or part of the funds. It is the City's intention and reserves the right to split the award to one or more than one organization. Furthermore amount of the award will be determined by the Evaluation Committee appointed by the City. The grants available are a range of up to \$275,000. No organization is guaranteed a specific dollar amount. When submitting your proposals, you can use these funds for one (1) project/activity or submit for more than one (1) project/activity. If you are looking for funds for more than one project/activity list each, address each in your submittal and on the pricing page (Form E). Supply a detailed description of each project/activity and submit a budget with detailed line items for each project/activity you are requesting funds for. The City will score each project/activity you are requesting funds for, so be detailed.

1.26 Negotiate Contract Terms

The City 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 City may negotiate a contract with the next highest scoring Proposer.

1.27 Budget- Unsecured Additional Cost of Funds Needed (above the \$191,729)

Purchasing will score the cost proposals by prorating with the lowest unsecured additional cost of funds needed if any (above the \$191,729 given per this RFP or your requested amount). The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest unsecured additional cost of funds needed proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score. If the \$191,729 or your requested amount is sufficient to complete the activity, then you would enter zero (\$0) dollars in Unsecured Additional Cost of Funds needed to complete this activity.

$$\frac{\text{Lowest Cost of Unsecured Additional Funds Needed Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Other Cost of Additional Funds Needed Proposed Cost

Cost Proposals shall be in a separate sealed envelope and submitted within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the Proposer.

1.28 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is ES 047920.

1.29 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with Calvin Winters, Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.30 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 SCOPE OF SERVICES

2.1 Background

In response to combating the effects of COVID-19, the U.S. Department of Housing and Urban Development (HUD) allocated special Community Development Block Grant (CDBG) funds for Entitlement Entities. The City of Green Bay will receive \$566,729 in Community Development Block Grant (CDBG-CV) Entitlement funds to be used to prevent, prepare and respond to COVID-19. This allocation was authorized in the Coronavirus Aid, Relief, and Economic Security (CARES) Act by President Trump on March 27, 2020 in response to the growing effects of this historic public health crisis. The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. **These funds shall be used for Organizational facilities servicing homeless and or low income residents, residing in the City of Green Bay only.**

The City of Green Bay has allocated a portion \$191,729 of these CARES funds for Rental/Mortgage Assistance Programs that address COVID-19 related community needs. The CDBG-CV funds allocated under the CARES Act may be used to assist with rent or mortgage that prevent and respond to the spread of infectious disease coronavirus 2019 (COVID19). The proposed activities must meet the National Objective as required by CDBG regulation:

- Benefit low-and moderate income persons

Qualifying for CDBG Funds: In order to qualify for CDBG funds, a project or program must meet national objective of the CDBG program (listed above). The project or program must be listed as an “eligible” activity in the CDBG statute found at 24 CFR 570.

Eligible Applicants: Applicants must be a unit of government or a non-profit 501(C) (3) charitable organization and have an active DUNS #. (Why does an organization need a DUNS number to respond to the RFP? A DUNS number is required by the federal government, and CDBG funds are provided to the City by the U.S. Department of Housing and Urban Development (HUD). Only responses with a unique DUNS number will be accepted.)

Ineligible CDBG Activities: The general rule is that any activity not specifically identified as eligible is considered ineligible. Listed below are specific activities, which are ineligible:

- New housing construction.
- Building used predominantly for the general conduct of government (except for removal of architectural barriers) and other general government expenses.
- Political activities.
- Purchase of furnishings, motor vehicles and equipment.
- Operating and maintenance expenses, including repair of public facilities and improvements.
- Income payments.

- Improvement to buildings used for religious activities.

Activities Must Serve an Eligible Population: Low- and Moderate- Income Guidelines, at least 51% of the funded activity participants must meet low or moderate-income guidelines as determined by HUD for the Green Bay standard metropolitan statistical area (MSA), or,

The activity must benefit a clientele who are generally presumed to be persons of principally low and moderate incomes. The following groups are presumed by HUD to meet this criterion: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, migrant farm workers, persons with developmental or mental disabilities, persons living with HIV/AIDS, and persons with mental or emotional disturbances; or, Information on family size and income must be provided that shows that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

The activity must have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

The activity must be of such a nature, and be in such a location, that it may be concluded that the activity's clientele will primarily be low and moderate-income persons. An "area benefit" survey, as outlined in the CDBG program, may be required by the applicant.

The City of Green Bay is looking for the following types of activities:

- Rent Assistance
- Mortgage Assistance

The Activity must address an issue that is related to the COVID-19 Pandemic.

- Proposals shall provide a clear and concise description of the activity and how the activity prevents, prepares for and/or responds to issues created by the COVID-19 Pandemic.
- Proposals shall address any public health and safety measures that are needed to comply with Executive Order 20-12
- Proposals shall include a budget and a timeline for the activity.
- Proposals shall include any leveraged funding from other sources in the budget.
- Proposals shall include your reporting format. With submittal of your invoice, Organization shall submit documentation which shall have details of date of service, detailed description of service, who performed the service, where the service was performed, Clientele this service benefited and any other information deemed necessary by the RDA department, City of Green Bay, for the record keeping of these funds to the Federal Government.

2.2 Quality of Services

Proposals should provide an estimate for the number for individuals or households that will benefit from the proposed activity.

2.3 Scoring Criteria

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 City'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 City's applications will be considered in the final analysis, but this will not be used as the sole consideration in the selection of the "best" solution. Ultimately, the City will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for the City, as determined pursuant to the evaluation criteria as set forth herein. The City reserves the right to award in part or whole.

The proposals will be scored by a committee. They will select the award 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

Proposals will be scored using the following criteria:

Description	Points
Alignment with RFP Purpose – Provide a clear and concise description of the activity in your Proposal that you are offering and how the activity prevents, prepares for and /or responds to issues created by the COVID-19 Pandemic.	30
Organization Capacity - Previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities, organizational chart and number of employees.	25
Impact in the Community -List the service/activity (s) you are quoting herein, how many individuals and families this service will impact. List any other information you feel is relevant to your organizations impact in the Community.	20
Budget - Cost of unsecured additional funds needed besides the \$191,729 or funds seeking, Grant Money given herein to complete this Activity/ Service. (If the \$191,729 is sufficient to cover the entire activity you are offering herein this proposal you would enter zero (0) on the pricing page). Proposal cost will be scored on the basis of that which provides the best overall value to the City/Clients.	15
Staff Qualifications – List of employees with titles and resumes attached.	10
TOTAL	100

2.4 Vendor Requirements

Vendor's Responsibility refers to the Vendor's potential ability to perform successfully under the terms of the proposed contract. The following are minimums of standards a responsible Vendor should meet:

- 1) For a minimum of FIVE (5) years, has been in operation with personnel and resources adequate to assure compliance with the requirements stated in this proposal;
- 2) Have knowledge and experience of the requirements associated in complying with Community Development Block Grant COVID 19
- 3) Be able to provide evidence of a minimum of THREE (3) successful Grant projects completed by the vendor, similar to the size and scope of this project
- 4) Be able to comply with the requirements of the City's work, taking into consideration all existing business commitments;
- 5) Favorable references from firms with projects of similar scope and indication the Vendor has the ability to carry out the services specified:
 - Completed contracts in accordance with the Contract Documents
 - Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions were granted by the owner
 - Fulfilled requirements of the Contract Documents
 - Is not presently on an ineligible list maintained by the Wisconsin Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements or for projects involving federal funds, not presently included on the "List of Parties Excluded From Federal Procurement and Non-Procurement Contracts" identifying federally debarred contractors
- 6) Have a satisfactory record of integrity and business ethics;
- 7) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.

Proposer shall be in the business of homelessness prevention and outreach for the past five (5) years.

Proposer shall supply references of 2 firms to which similar service have been provided during the past 6 years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form E to list references.

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) Any combination of above

2.5 Insurance Requirements

If needed, awarded contractor must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+, and signed by an authorized agent.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

- a. Form A- Signature Affidavit
- b. Form B- Receipt of Forms and Submittal Checklist
- c. Form C- Vendor Profile Information
- d. Form D- Designation of Confidential and Proprietary Information
- e. Form E- Cost Proposal

- f. Form F- References

4 PROPOSAL CONTENT & FORMAT

Vendors are required to submit the following items in the format requested as a complete proposal. All sections and attachments must be divided by numbered tab pages, as indicated below.

<i>Tab 1- Alignment with RFP Purpose</i>

- | |
|---|
| 1. Provide a clear and concise description of the activity in your Proposal that you are offering and how the activity prevents, prepares for and/or responds to issues created by the COVID – 19 Pandemic. |
|---|

<i>Tab 2 –Introductory Letter/Company Overview/ Organizational Capacity</i>
--

- | |
|---|
| 2. Provide a brief cover letter identifying the vendor by name and address and include a brief statement regarding the vendor's eligibility (See 2.4 Vendor Requirements) to submit a proposal for the required services. Describe your understanding of the City and the work to be performed. |
|---|

- | |
|--|
| 3. Provide a separate overview and history of your firm. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in this RFP. The City may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-h): <ul style="list-style-type: none">a. List the company's complete legal name, full address, headquarters location.b. List the contact person for this RFP, name, title, e-mail, and phone.c. State how long the company has been in business.d. Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered.e. State the number of employees of the company.f. Indicate the capability of your firm to hold harmless, indemnify and defend the City for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors; describe the liability insurance coverage carried by your firm.g. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations. |
|--|

- h. Financial Statements: Three years balance sheets and income statements shall be provided *upon request*.

Provide previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities.

Tab 3 – Impact on the Community

Provide a detailed description of the approach and methodology to be used to deliver the “Scope of Services” as outlined in the Types Of Homeless Activities:

1. An implementation plan that describes in detail the methods, including controls, by which your organization manages projects of the type sought in this RFP.
2. List the service/activity (s) you are offering herein this proposal, which will benefit from this/these service/activity (s), how many individuals and families this service/activity (s) will impact and any other information you feel is relevant to your organizations impact in the Community.
3. Provide a detailed description of efforts your firm will undertake to achieve client satisfaction and to fulfill the requirements contained in the “Scope of Services” section.
4. Tell us what you do that differentiates your firm from your competitors that will benefit the City. List any value added services that are included in your base fee structure.

Tab 4 – Staff Qualifications

The information requested in this section should describe the qualifications of the organization and key staff. Information shall include the following:

1. A comprehensive summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein. Provide a list of key accounts receiving services as those required in this RFP.
2. Identify all persons who will be assigned to work on the City of Green Bay's account and who will be performing the service/activity(s) required under this contract. Describe their level/title, qualifications, certifications, and experience, including number of years working on Grant projects, and a list of key clients for whom they have performed this service/activity (s).
3. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they may begin work.



Form A: Signature Affidavit

RFP #: 3295

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #:3295

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Designation of Confidential and Proprietary Information		
Form E: Cost Proposal		N/A
Form F: References		N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFP #: 3295

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



Form D: Designation of Confidential and Proprietary Information

RFP #: 3295

This form must be returned with your response.

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.



Form E: Cost Proposal

RFP #: 3295

This form must be returned with your response.

Item No.	\$ _____ DESCRIPTION OF ACTIVITY AND FUNDS SEEKING	Budget - List the <u>funds seeking</u> from this RFP for the project/activity. As stated previously, the grants available are a range of up to \$191,729. The City will score each project/activity you are requesting funds for, so be detailed. We would like to see a budget (no specific format – Excel, QuickBooks whatever you use), with line item detail. Make sure to give a detailed description of your project/activity along with all the information requested in the RFP for each activity. Proposal cost will be scored on the basis of that which provides the best overall value to the City. The amount of the award will be determined by the Evaluation Committee appointed by the City.
	\$ _____ List here UNSECURED additional funds needed above what you are seeking from this RFP.	UNSECURED additional funds needed above what you are seeking from this RFP.

Questions:

1. What is the lead time after notice to proceed? _____.

COMPANY NAME



Form F: References

RFP #:3295

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



Appendix A City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

1. General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

3. Bid Selection. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
- 8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
- 9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
- 10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

- 11. Cancellation/Termination.
 - a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
 - b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
 - c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
 - d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.
- 12. Specifications.
 - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
 - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
- 13. Regulatory Compliance.
 - a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
 - b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.
- 14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.
16. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.
17. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.
18. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
 - a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
 - b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.
 - c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
 - d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
 - e. Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.
19. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.
20. Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 47920.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
21. Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
22. Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. Contractor hereby agrees 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, 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 contractor 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.
 - A. Contractor 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.
 - B. In the event that contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's 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.

C. This indemnity provision shall survive the termination or expiration of this Agreement.

24. Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

A. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- B. Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

25. Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

26. Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

27. Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

28. Insurance Requirements. There is no insurance requirements the the distribution of the Federal Funds.

29. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.

30. Warranty of Materials and Workmanship.

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other

guarantees in this Contract.

31. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.
32. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.
33. Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

34. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
35. Software & Technology Purchases.
 - a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
36. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.
37. Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.
38. Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

39. Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
40. Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.
41. Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

City of Green Bay

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be insert date. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

13. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Procurement Manager, Purchasing Department

100 North Jefferson St. Room 101

Green Bay, WI 54301

FOR THE CONTRACTOR:

15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

22. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELATION/TERMINATION.**

- A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees 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, 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 Contractor 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. Contractor 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 Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's 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. This indemnity provision shall survive the termination or expiration of this Agreement.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Green Bay, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Green Bay, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Purchasing Department, Room 101
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. **CONFIDENTIAL INFORMATION**

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. **OPEN RECORDS**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at Green Bay, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF GREEN BAY, WISCONSIN
a municipal corporation:**

By: _____
Eric Genrich, Mayor

Date: _____

Approved:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.5

Consideration with possible action on a final payment for Northeast Asphalt, Inc. for work done on Contract "CD 19-01 (Part B) Alley Resurfacing."

BACKGROUND

The City of Green Bay used a portion of its 2019 Community Development Block Grant funds to resurface alleys in the City of Green Bay's CDBG eligible neighborhoods. Contract "CD 19-01 (Part B) Alley Resurfacing" was awarded to Northeast Asphalt, Inc. All work has been completed and Northeast Asphalt, Inc. has fulfilled all requirements associated with the contract.

DPW is requesting the RDA approve and issue final payment to Northeast Asphalt, Inc. in the amount of \$8,389.53 to close this contract out.

RECOMMENDATION

Approve final payment to Northeast Asphalt, Inc. for work done on Contract "CD 19-01 (Part B) Alley Resurfacing."

FISCAL IMPACT

ATTACHMENTS

None

City of Green Bay RDA
Check Register
12/31/2020

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
21351	12/02/2020	CITY OF GREEN BAY	17,001.66
21352	12/02/2020	CITY OF GREEN BAY	28,950.40
21353	12/02/2020	CITY OF GREEN BAY	29.68
21354	12/02/2020	PETERS CONCRETE CO	205,039.58
21355	12/02/2020	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	600.00
21356	12/02/2020	TRANS UNION, LLC	50.00
21357	12/02/2020	LEAVES INSPIRED TREE NURSERY	5,599.00
21358	12/02/2020	COMMERCIAL RECREATION SPECIALISTS INC	972.00
21359	12/02/2020	PLAYPOWER LT FARMINGTON INC	66,500.00
21360	12/02/2020	PLAYPOWER LT FARMINGTON INC	67,835.50
21361	12/02/2020	BAILEY NURSERIES, INC.	2,087.72
21362	12/02/2020	NEIGHBOR WORKS	3,092.50
21363	12/02/2020	NEWCAP, INC.	617.86
21364	12/14/2020	CITY OF GREEN BAY	20,600.25
21365	12/14/2020	BROWN COUNTY REGISTER OF DEEDS	30.00
21366	12/14/2020	AMERICAN ENGINEERING TESTING INC	250.60
21367	12/14/2020	ANDERSEN BASEMENT REPAIR INC	22,000.00
21368	12/30/2020	CITY OF GREEN BAY	277.12
21369	12/30/2020	WISCONSIN MEDIA	74.87
21370	12/30/2020	NORTHEAST ASPHALT INC	8,389.53
21371	12/30/2020	TRANS UNION, LLC	50.00
21372	12/30/2020	THE REMODEL SHOP	3,990.90
21373	12/30/2020	NEIGHBOR WORKS	642.50
			454,681.67

Redevelopment Authority
Financial Report
CDBG
12/31/2020

CDBG Entitlement Funds	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	156,023.45	-	107,857.37	48,166.08	-
Public Works Improvements	-	130,736.79	-	111,007.50	-	19,729.29
Public Service	128,500.00	99,901.41	-	96,230.06	-	132,171.35
Fair Housing	20,000.00	24,100.00	-	17,280.00	-	26,820.00
CDBG Eligible Areas	436,337.00	252,359.77	88,673.52	271,189.61	39,853.38	466,327.30
CDBG Eligible Areas-Beautificatio/Art	25,000.00	54,394.00	-	38,500.00	-	40,894.00
Economic Development	150,000.00	509,024.44	115,542.41	257,648.31	-	516,918.54
ED Façade & Demo Loans	50,000.00	107,077.50	-	63,510.38	-	93,567.12
Administration	202,450.00	177,746.91	-	194,938.69	-	185,258.22
	\$ 1,012,287.00	\$ 1,511,364.27	\$ 204,215.93	\$ 1,158,161.92	\$ 88,019.46	\$ 1,481,685.82

CARES CDBG-CV Funds	2020 Budget	Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	84,446.00	-	-	11,027.32	-	73,418.68
Businesss Improvement Districts	95,000.00	-	-	-	-	95,000.00
Homlessness Assistance Programs	80,000.00	-	-	-	-	80,000.00
Community Development Revolving Loan	100,000.00	-	-	-	-	100,000.00
Essential Frontline Employee Relief Program	100,000.00	-	-	-	-	100,000.00
Green Bay Conservation Corps.	136,000.00	-	-	-	-	136,000.00
	\$ 595,446.00	\$ -	\$ -	\$ 11,027.32	\$ -	\$ 584,418.68

Redevelopment Authority
Financial Report
CDBG
12/31/2020

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Redevelopment Authority
Financial Report
HOME
12/31/2020

	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	100,000.00	320,160.27	274,770.52	398,389.70	78,915.00	217,626.09
Housing Development Projects	312,206.00	414,917.96	-	207,988.00	15,000.00	504,135.96
CHDO Projects	85,000.00	114,824.72	-	-	-	199,824.72
Downpayment Closing Cost Assistance	-	105,000.00	-	5,000.00	-	100,000.00
Administration	55,111.00	35,711.84	30,410.72	80,116.25	-	41,117.31
	\$ 552,317.00	\$ 990,614.79	\$ 305,181.24	\$ 691,493.95	\$ 93,915.00	\$ 1,062,704.08