AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, NOVEMBER 9, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Brighid Riordan.
   Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the November 9, 2021, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the October 12, 2021 and October 19, 2021, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action on a change order for professional services from Stantec Consulting Services related to the Shipyard redevelopment project in the amount of $285,000 on a time and materials basis.

2. Consideration with possible action to approve contract "Parks 3-21 Leicht Park Fenders and Mooring" to Michels Foundation for $743,507.

3. Consideration with possible action on a request from Habitat for Humanity to provide HOME funding for site improvements for a new home build at 1696 Deckner Avenue.

4. Consideration with possible action to award a planning option for the redevelopment of 158 N. Maple Avenue (tax parcel 4-95).

5. Consideration with possible action to approve an amendment to extend the development agreement with Giveadaam Ventures for the property located at 320 S. Webster Avenue (tax parcel 4-750) from July 17, 2021 to May 31, 2022.

6. Consideration with possible action to approve a substantial amendment to the 2021 Annual Action Plan to add $96,540.42 in closed out Neighborhood Stabilization Program (NSP) income funds.

7. Consideration with possible action to award the 2021 Fair Housing Services contract to Metropolitan Milwaukee Fair Housing Council in the amount of $20,000.00.

8. Consideration with possible action on the acceptance of the transfer of ownership of 901 Main Street (tax parcel 9-48), and the assignment of the rights, title, interests and obligations of the development agreement dated December 12, 2018 from GB REAL ESTATE INVESTMENTS, LLC to GB 901 MAIN, LLC.

9. Consideration with possible action on a likely planning option request on one or more RDA or City-owned properties in TID 5.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose 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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

F. Informational.

1. Update on Housing Study.

2. Financial report and check register.

3. Director's report and project updates.

4. Next Meeting: Special Meeting to be scheduled between November 16th & November 23rd (subject to a quorum)

   Next Regular Meeting: December 14, 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)

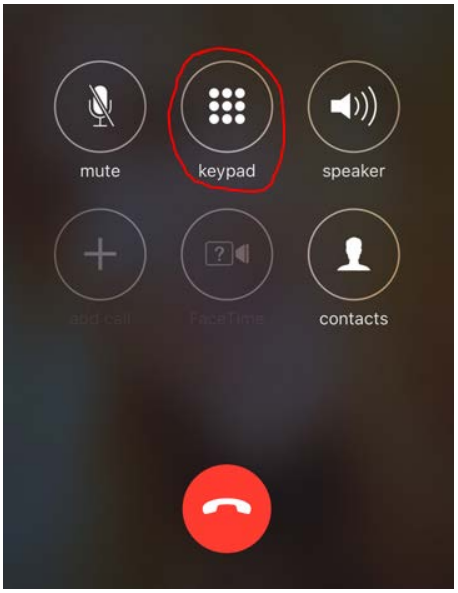
Meeting ID: 831 8804 4732
Password: 084117
Find your local number: https://us02web.zoom.us/u/ktw1Wmza0

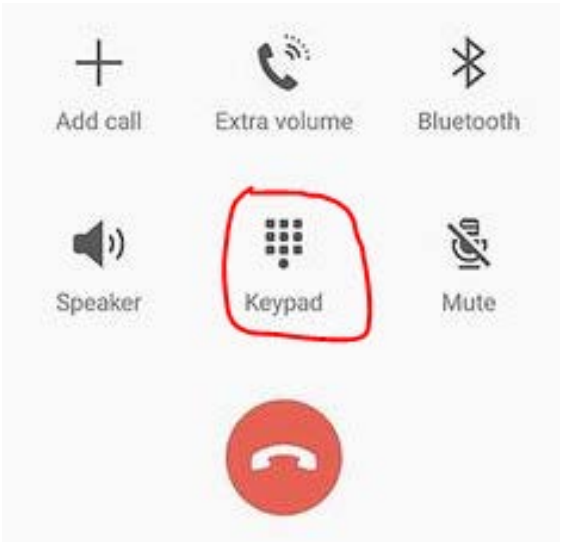
Additional Information

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.

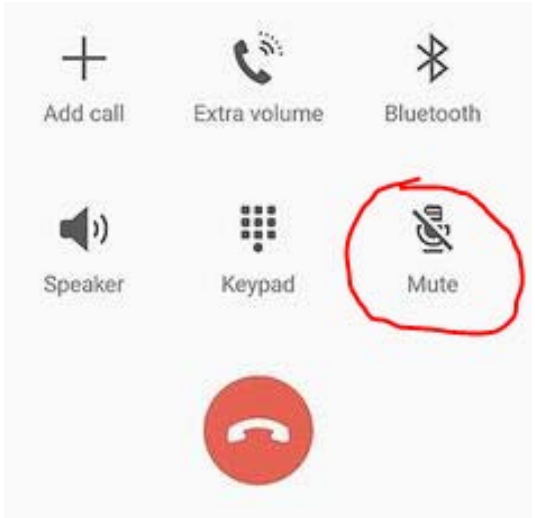
Calling into the Zoom meeting using a smartphone

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action on a change order for professional services from Stantec Consulting Services related to the Shipyard redevelopment project in the amount of $285,000 on a time and materials basis.

BACKGROUND

Staff has reviewed the requested change order with the consultant. The requested changes are directly related to necessary redesign of the site in conjunction with the proposed Merge Urban Development site plan, additional coordination meetings with City staff on fire department access and other waterfront design changes including coordination with Ace Marine and the fishing pier, and preparation of construction and bidding documents related to Phase I improvements.

Design work related to the previous project (i.e. Breakthrough) was no longer applicable with the change to the project once Merge came forward. After discussions with the previous Director, the consultant reallocated the project budget and proceeded with revised design efforts in order to keep Phase I on schedule. It is staff's opinion that the design costs incurred that were related to the previous development concept are sunk costs, and are unlikely to be recovered. The amount of the proposed change order costs are consistent with the described changes to the scope of work and the changed end user of the project.

Both staff and Stantec are focusing on keeping the Phase I improvements on schedule in conjunction with the anticipated schedule of the Merge Urban Development project. Stantec has stated that this change order should allow for the completion of Phase I improvements.

Staff continues to pursue several grant funding opportunities, and continues to work with Stantec to identify additional savings on the project.

Staff also notes that the original design budget for this project was defined in an agreement between the RDA and the City of Green Bay, and that this agreement may need to be updated to reflect the currently projected costs.

Representatives from Stantec will be available to answer any questions regarding the requested change order.

RECOMMENDATION

Staff is recommending approval of the proposed change order from Stantec in the amount of $285,000 subject to final authorization by the City Council.

FISCAL IMPACT

The additional design costs should be absorbed by TID 22. Staff is actively pursuing other funding resources to help offset the additional costs, but getting the private improvements completed on schedule will be key to ensuring that adequate tax increment is created in TID 22.

ATTACHMENTS

1. CO 007_GBShipyard_CDs and Bidding

Stantec

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #	Change Order No. 07 Reference: The Shipyard Tasks Order, executed 10/4/2021	Date	11/04/2021
"STANTEC"	STANTEC CONSULTING SERVICES INC. STANTEC Project # 193804565 12075 Corporate Parkway Suite 200 Mequon, WI 53092-2649 Ph: (262) 643-9150 Fx: email: sarah.mcdonald@stantec.com		
CLIENT	THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY Client Project # The Shipyard City of Green Bay Department of Community and Economic Development 100 N. Jefferson Street, Room 608 Green Bay, Wisconsin 54301-5026 Ph: (920) 448-3395 Fx: (920) 448-3426 email: neil.stechschulte@greenbaywi.gov		

Project Name and Location: The Shipyard Project, Green Bay, WI

In accordance with the original Professional Services Agreement dated 1 October 2012 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Additional Scope and Fees Associated:

1. City team meetings and coordination meetings with Baird
2. Private development coordination
    a. Redesign associated with Merge/Slingshot/Bolton-Menk Design coordination meetings for transition from private to public space
        i. Fire access discussions and redesign of entire north side waterfront adjacent to the Merge Development
        ii. Redesign of transition areas of promenade on north side of cove
        iii. Redesign of Arndt Street for Merge Development
    b. Ace/Ashton Marine coordination and re-design of fishing pier layout and location.
3. Phase 1 Construction Documentation and Bidding Assistance
    a. Construction documentation and bidding required to complete Phase 1 improvements
4. Additional Value-Added Services not included in the table below: 3D Model for Design Explorations estimated fee $10,720. If client wishes to authorize this service, please initial, and add it will be added to the fee below.

Total fees this Change Order			$ 285,000.00	(T&M)	
Original agreement amount			$ 799,200.00		
Change Order Number	1		$ 12,300.00		
Change Order Number	2		$ 9,800.00		
Change Order Number	3		$ 58,000.00		
Change Order Number	4		$ 21,000.00		
Change Order Number	5		$ 15,000.00		
Change Order Number	6		$ 20,500.00		
Total Agreement			**$ 1,220,800.00**		

Effect on Schedule: The overall schedule is not anticipated to be affected by this work.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.		**THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY**	
	Mike Bach, PE, Senior Associate Print Name and Title		Neil Stechschulte, Development Director Print Name and Title
Signature		Signature	
Date Signed:		Date Signed:	

Type text here

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.2

Consideration with possible action to approve contract "Parks 3-21 Leicht Park Fenders and Mooring" to Michels Foundation for $743,507.

BACKGROUND

The work on this contract will consist of demolition of timber rub rail, cleats, and bollards; modifications to existing railings; construction of concrete pile cap; installation of 30 ton and 50 ton bollards; restoration; and supply and installation of fenders. The work on this contract will take place at Leicht Memorial Park and City Deck, located at 128 Dousman Street and 301 North Washington Street, respectively, in Green Bay, Wisconsin.

Essentially, we are improving the wall along the Fox River at Leicht Park to accommodate large cruise ship docking. There are currently 4 dates scheduled for cruise ship docking in Summer 2022. Additionally, we are making minor modifications to the railings by the gangways on City Deck so that the docks can be installed when we are experiencing high water levels. They were not installed last year due to high water levels.

TID 5 funds will be used to fund this project.

RECOMMENDATION

To approve contract "Parks 3-21 Leicht Park Fenders and Mooring" to Michels Foundation for $743,507.

FISCAL IMPACT

ATTACHMENTS

1. QUESTCDN_ Project Bid Results - PARKS 3-21 LEICHT PARK FENDERS AND MOORING
2. RDA Recommendation to Award Memo - PARKS 3-21 LEICHT PARK FENDERS AND MOORING - Initialed

Print Results

Project Bid Results

PARKS 3-21 LEICHT PARK FENDERS AND MOORING (Quest project #8044498)

Owner:	Green Bay WI, City of 100 N Jefferson Street Room 300 Green Bay , WI 54301 ph: 920-448-3100 fax: 920-448-3102 contact: Steven Grenier, P.E. e-mail: steven.grenier@greenbaywi.gov
Soliciting agent:	Green Bay WI, City of
Contact:	Trista Hobbs
Phone:	920-448-3114
E-mail:	trista.hobbs@greenbaywi.gov
Bid Date:	10/26/2021 02:00 PM CDT
Award Date:	
Comments:	
Award Status:	Pending
Bid Result/Award Information:	(no information presently available)
Letting Bid Tabulation:	view

Company/Contact	Phone/E-mail	Amount	Awarded
Michels Foundations, Division of Michels Corp Paul Wiedmeyer	262-814-3018 pwiedmey@michels.us	$743,507.00	
Norcon Corporation Tiare M. Penrose	7153595808 norcon@norconcorp.com	$1,342,806.00	

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

TmH

INTER-OFFICE
MEMO

TO: Gary Delveaux, Chairman, Redevelopment Authority of the City of Green Bay

CC: Neil Stechschulte – Community and Economic Development
Cheryl Renier-Wigg – Planning
Steve Grenier – DPW

FROM: Trista Hobbs, Assistant City Engineer

SUBJECT: Contract "PARKS 3-21 LEICHT PARK FENDERS AND MOORING"

DATE: October 27, 2021

Bids were received on Tuesday, October 26, 2021 at 2:00 p.m. for the contract referenced above. Staff has reviewed the bids received and determined that all bids are responsive and complete. At this time, Department of Public Works recommends awarding the contract as follows:

Recommend award of this contract to Michels Foundation, Division of Michels Corp. as received in the amount of $743,507.

If you have any questions, please feel free to contact me.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action on a request from Habitat for Humanity to provide HOME funding for site improvements for a new home build at 1696 Deckner Avenue.

BACKGROUND

Habitat started the construction of a house on Deckner Avenue. After the basement had been dug and a house framed with a roof installed, it was determined that the building was not being constructed at the proper place on the site. As a result, Habitat was ordered to move the basement and the house on the site. Habitat is requesting HOME funds in the amount of $23,326 to cover costs related to the move of this house and basement on the site.

Staff has reviewed the application and recommends the award of $23,326 to assist with the gap in funding to correct the placement of the house. When complete, the house will be sold for owner occupancy.

RECOMMENDATION

To approve HOME funding of $23,326 to Habitat for Humanity for site improvements at 1696 Deckner Avenue.

FISCAL IMPACT

ATTACHMENTS

1. Habitat Build - Deckner Avenue Map

1692 & 1696 Deckner Ave.
Habitat Build

This map is provided by the City of Green Bay for reference and display purposes only.
The City makes no claims regarding the accuracy or completeness of the image or data presented.

1 in = 40 ft

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to award a planning option for the redevelopment of 158 N. Maple Avenue (tax parcel 4-95).

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. The RDA has issued planning options in the past for single house redevelopment and a potential artist in residence. Both did not pan out. The RFP has remained open. Recently, staff have received two requests for planning options.

The first proposal is a partnership project with UWGB through the UWGB Center for Civic Engagement and the City of Green Bay. Staff have been working with the University on the concept of rehabilitating the house to provide housing for low-income students who are participating in the Civic Scholars Program. This program has civic-minded students focus on initiatives related to community engagement. The students in this program would be able to reside in the property at reduced rent and in turn would be engaged in neighborhood and community projects. This project will require the RDA to provide the majority of funding, with UWGB potentially assisting with fundraising. The RDA would retain property ownership and would manage the property after rehab completion.

Deal and Developments LLC has submitted a request for a development agreement to rehabilitate 158 N. Maple Avenue into a multi-family home of three units. The request includes deeding the property at zero cost and awarding grant funding in an amount up to $70,000 to support the project.

Staff weighed the pros and cons of each proposal. The UWGB/City partnership would be a more costly project for the RDA compared to the proposal Deal and Developments LLC submitted. Realizing this, staff believes a partnership project with UWGB that will rehabilitate the house as well as provide a source of community volunteerism and civic engagement is the better option for the neighborhood and the City. Staff is asking the RDA to allow three months to work with UWGB to set up a timeline and budget and to report back to the RDA in February with a more defined plan.

RECOMMENDATION

To approve for staff to proceed on a partnership project with UWGB to rehab 158 N. Maple Avenue and report back to the RDA in three months with an update.

FISCAL IMPACT

ATTACHMENTS

1. 158 N Maple Proposal Request-Deals and Development
2. Letter to Green Bay_CCE_10.13.2021 (1)
3. 158 N. Maple Pictures
4. 158 N. Maple parcel map

Ken Wilson

Deals, Development, & Partnership Capital Corp
120 Doty St. #672 Kaukauna, WI 54130

920.784.7796
kwilson@ddpcap.com

Project Description

I'm proposing turning this single-family home into a multifamily as a 3-level triplex. Due to the location and characteristics of the neighborhood, I believe this will serve the community better than it being a $240,000 home. I'm also asking the City of Green Bay to award this property and request no purchase amount. I believe my budget is close and accurate, but awarding property of this distress level to any developer would help to ensure we have all the necessary funds to complete it.

First Floor – 3 Bed 2 Bath

1. Open Kitchen/Dining Room Plan, Removal of any non-load bearing walls surrounding the kitchen
2. Additional Bathroom
3. Laminate Vinyl Plank
4. Carpet for all Bedrooms
5. Build wall between this unit and the front stairway access to the upper units
6. Refurbish the big wood columns in living room
7. Quartz Countertops in kitchen and bath
8. Insulation in ceiling for sound barrier
9. Removal of side porch by parking area and close off entrance
10. WIFI Thermostat
11. Light Dimmers, Ceiling Fans, & Mid-Range Fixtures, Doorbell
12. Garbage Disposal

Second Floor – 3 Bed 2 Bath

1. Open Kitchen/Dining Room Plan
2. Additional Bathroom
3. Laminate Vinyl Plank

4. Carpet for Bedrooms
5. Wall off Unit from hallway and add entrance door
6. Laminate Viny Plank Flooring
7. Carpet for Bedrooms
8. Garbage Disposal
9. Quartz Countertops in kitchen and bath
10. Insulation in ceiling for sound barrier
11. Refurbish/Rebuild Balcony
12. Light Dimmers, Ceiling Fans, & Mid-Range Fixtures, Doorbell
13. WIFI Thermostat
14. Shared Furnace w/Separate Line for Temp Control

Third Floor – 2 Bed 1 Bath

1. Relocate bathroom
2. Frame the big kitchen window into a smaller size for cabinet and sink installation.
3. Laminate Vinyl Plank Flooring
4. Carpet for Bedrooms
5. Close up windows in 1 bedroom for one regular sized room window
6. WIFI Thermostat
7. Light Dimmers, Ceiling Fans, & Mid-Range Fixtures, Doorbell
8. Recess Lighting
9. Shared Furnace w/Separate Line for Temp Control

Basement

1. Build out 1 separate medium/large sized storage space for each unit with washer/dryer hook up
2. New electric panel for building (code compliant)
3. Basement lighting
4. New stair build (missing stairs leading to parking side)

Exterior

1. New Vinyl siding
2. New Roof
3. Front Porch Refurbish/Rebuild
4. $2,500 Landscape budget
5. Front Balcony Refurbish/Rebuild

CAPACITY

I plan to have this project completed in 6 months from the start date as follows:

1. Demo (4-5 Weeks)
2. Framing & Utility Rough Ins (4-5 Weeks)
3. Drywall, Trim, & Paint (3-4 Weeks)
4. Porch & Balcony (1-2 Weeks)
5. Fixtures, Appliances, & Doors (2-3 Weeks)

*4 3/4 Month Timeline with using the max times referred to above.

EXPENSES

ESTIMATED FULL REHAB COST $250,630
ESTIMATED AFTER REPIAR VALUE $240K - $250K

(COST BREAK DOWN ATTACHED IN A SEPARATE FILE HOLD SOME PAGES SIDE BY SIDE)

EXPERIENCE

Ken Wilson is the Owner of Deals & Development and is currently a licensed, bonded, and insured General Contractor and a licensed realtor with EXP Realty.

218 S Roosevelt was the first project done by the company in Green Bay in 2020; the project was a total gut rehab purchased for $19,000 from the seller. The total cost of the rehab was about $80,000. Upon completion, the property sold for $129,800.

Another project recently completed by the company was 203 Whitney St, Kaukauna, WI, a 3-unit triplex and purchased for $115,000, and the total cost of the rehab was about $70,000. This property is owned by Ken and recently appraised for $230,000.

Contractors for this project

1. Professional Property Clean Out LLC
2. AMA Heating and Cooling
3. Schmitt Electric
4. Balza Property Maintenance
5. Agramon Painting
6. Sinclair Plumbing
7. Micoliczyk Roofing and Siding
8. Jahnke Building

This proposal is contingent on receiving grant funds to cover 60%-80% of the gap in financing.

Thank You!

158 N Maple St (Budget)

Plumbing	$	35,000
HVAC	$	40,000
DEMO	$	20,000
LANDSCAPING	$	2,500
ELECTRIC	$	25,000
FLOORING	$	30,000
DRYWALL/PAINT	$	13,500
FRAMING WINDOWS	$	2,000
INTERIOR DOORS	$	7,500
PORCH REBUILD	$	8,000
ROOFING	$	15,000
SIDING	$	13,000
CABINETS	$	9,000
Jahnke Building Misc. Work		
Exterior Door Installation	$	4,500
Interior Door Installation	$	6,030
Interior Framing [800sqft, 100 (2x4)]	$	2,800
Kitchen Cabinet Labor	$	10,000
Bathroom Labor	$	1,800
Bathroom Material Budget	$	5,000
JAHNKE BUILDING TOTAL	$	30,130
TOTAL	$	250,630
FINANCING GAP BEFORE PRIVATE MONEY	$	101,130
PRIVATE MONEY MAX LOAN PRINCIPAL	$	16,000.00
PRIVATE MONEY INTEREST		6%
INTEREST OWED AFTER 6 MONTHS	$	5,760.00
PRIVATE MONEY TOTAL COST	$	21,760.00

FINANCING GAP AFTER PRIVATE MONEY	$	85,130.00
GRANT SPECULATION		$50,000
FINANCING GAP AFTER GRANTS	$	35,130.00

RENT PROJECTIONS

1ST FLOOR (3B/2BA)
2ND FLOOR (3B/2BA)
3RD FLOOR (2B/1BA)
TOTAL

PROJECTED VALUE
PROJECTED MORTGAGE (80%LTV, 3.75%)
PROJECTED EQUITY
PROPERTY MANAGEMENT
SAVINGS FUND
Monthly Taxes
INSURANCE
NET RENTAL INCOME

HARD MONEY LOAN PRINCIPAL
LOAN POINTS
INTEREST OWED AFTER 6 MONTHS
LOAN TOTAL COST

PROJECTED CASHOUT (FROM EQUITY)
PRIVATE MONEY PAYBACK

CASHOUT LEFT
TOTAL OUT OF POCKET UPFRONT
TOTAL OUT OF POCKET COST AFTER COMPLETION AND REFI

GROSS RENT (TENANT PAYS UTILITIES)	
$	1,250.00
$	1,200.00
$	950.00
$	3,400.00
$	240,000.00
	$890
$	48,000.00
$	340.00
$	170.00
$	408.00
$	83.00
$	1,509.00
$	149,500.00
$	4,485.00
$	8,970.00
$	162,955.00
$	29,045.00
$	21,760.00
$	7,285.00
$	35,130.00
$	27,845.00

GOOD FAITH FUNDING, LLC

Proof of Funds

Kendrick Wilson
In Regards To: 158 N Maple St, Green Bay, WI

10/6/2021

To Whom It May Concern:

Kendrick Wilson has the availability of private funds for the purpose of real estate investing and is a valued client. The client has approved lines of credit in place and or available funds in the amount of $149,500.

The Borrower has access to these funds and has access and proof of funds for the amount declared above. These funds are available for wire transfer as instructed or directed for disbursement by the client.

In the event that you would like to verify these funds please address your calls to the contact information provided below and we will do all we can to assist you for the benefit of our client.

Sincerely,

Anthony R. Broullire

Anthony R. Broullire
Good Faith Funding, LLC
PO BOX 395
De Pere, WI 54115
920-609-4734
tony@goodfaithfund.com
www.goodfaithfund.com

MICHAEL ALEXANDER
Chancellor

October 13, 2021

Gary Delveaux
Chair, Redevelopment Authority of City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Chair Delveaux –

The University of Wisconsin-Green Bay, through the UW-Green Bay Center for Civic Engagement, is in partnership with the City of Green Bay on initiatives related to community engagement, civic minded students and high-impact practices. Although early in what will be a long-standing partnership, the University is proud of the work accomplished thus far.

The University of Wisconsin-Green Bay is interested in beginning the process of furthering this partnership with opportunities to allow students engaged with the Center for Civic Engagement to live and learn in Downtown Green Bay. It is our understanding that the RDA has purchased a property that they wish to redevelop and potentially make available to UW-Green Bay students engaged in community-based learning.

The University is committed to continuing conversations with the City of Green Bay to find the best opportunity for the City, the community, the University and our students. Specifically, UW-Green Bay is prepared to enter into formal Memoranda in furtherance of the development of the property through the use of University resources through the CCE.

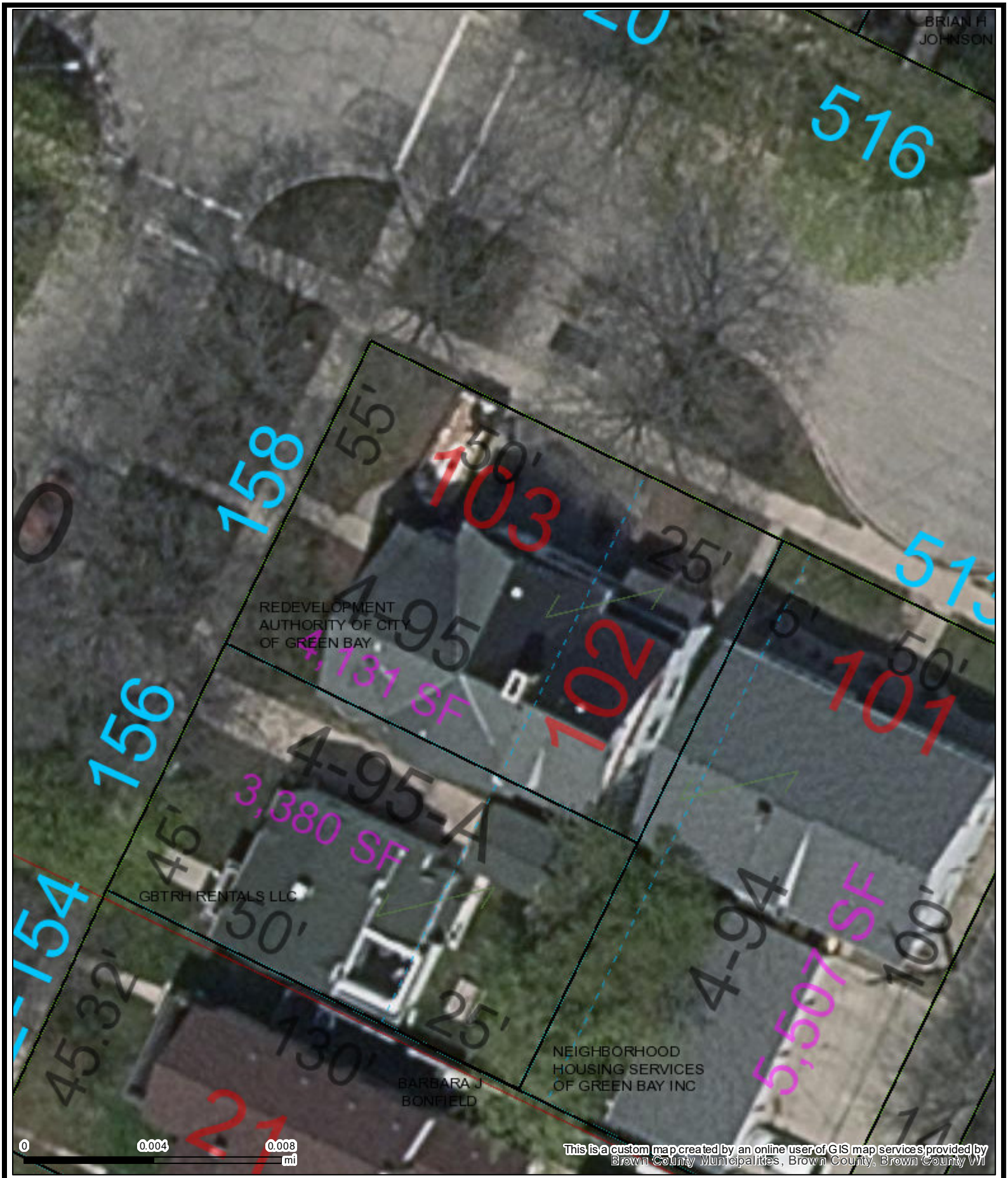
Thank you for your work in continuing to advocate for the University of Wisconsin-Green Bay. We are committed to furthering this relationship through new opportunities.

Sincerely,

Michael Alexander
Chancellor
University of Wisconsin-Green Bay

Cc: Eric Genrich, Mayor, City of Green Bay
Dr. David Coury, Director, Center for Civic Engagement

2420 NICOLET DRIVE • GREEN BAY, WISCONSIN 54311-7001 • 920-465-2207 • FAX 920-465-2192 • ALEXANDM@UWGB.EDU



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 11/4/2021

1:240
1 inch = 20 feet*
1 inch = 0.00379 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key
- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

"hooks" indicate parcel ownership crosses a line

SC-190-2	Parcel ID Number
2880257	Document Number
0.814 AC	Area of parcel
279.8'	Line Distance
3547	Address

A complete key (legend) is available at:
https://tinyurl.com/BrownDogKey

(920) 448-6480
maps.gis.co.brown.wi.us

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve an amendment to extend the development agreement with Giveadaam Ventures for the property located at 320 S. Webster Avenue (tax parcel 4-750) from July 17, 2021 to May 31, 2022.

BACKGROUND

The Redevelopment Authority entered into a one (1) year development agreement with Giveadaam Ventures, LLC on July 17, 2020 for the property located at 320 S. Webster Avenue, tax parcel 14-750. Due to unforeseen obstacles with an appraisal, material supplies, limited subcontractor availability, and foundation issues, the project has been stalled and was unable to meet its deadline of July 17, 2021.

The developer has provided a new tentative timeline for sewer and water lines, foundation backfill and framing to be completed by the end of November 2021. This would then follow with the completion of both exterior and interior finishes.

Staff has reviewed the timeline for work already completed and work scheduled for November. Staff is recommending an extension of the development agreement with the developer completing construction and obtaining an occupancy permit no later than May 31, 2022.

RECOMMENDATION

To approve the extension of the development agreement with Giveadaam Ventures to complete work at 320 N. Webster Avenue by May 31, 2022.

FISCAL IMPACT

ATTACHMENTS

1. DISPO 20-10 - Development Agreement
2. Amendment to Development Agreement

DEVELOPMENT AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA")
AND GIVEADAAM VENTURES, LLC ("DEVELOPER")
FOR
320-322 SOUTH WEBSTER AVENUE

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Giveadaam Ventures, LLC (hereinafter called "DEVELOPER") on July 15, 2020;

WHEREAS, 320-322 South Webster Avenue and legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of blight removal and inducing private enterprise to construct housing, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER desires to complete construction of a multi-family dwelling to lease to tenants located on the RDA Site and assume the responsibilities outlined in this development agreement;

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

I. PROJECT SCOPE. The Project includes construction of a multi-family dwelling on the RDA Site as proposed in the attached proposal marked Exhibit "B" (hereinafter the "Project").

II. PROPERTY TRANSFER. The RDA shall transfer the site to the DEVELOPER no later than July 15, 2020.

III. DEVELOPER OBLIGATIONS.

A. DEVELOPER is responsible for obtaining all necessary permits and shall construct the structure in conformance with all state and local building codes, rules and regulations.

B. The Project shall be designed in such a manner that it is similar to the predominant housing style in the neighborhood and shall conform to the proposal as submitted in conjunction with this Agreement.

C. During project implementation, DEVELOPER shall advise RDA staff as to the progress of the construction and allow staff on site to review the progress of the Project.

IV. PROJECT COMMENCEMENT. DEVELOPER shall commence construction of the Project by July 16, 2020 (hereinafter "Commencement Date").

V. PROJECT COMPLETION. DEVELOPER agrees to complete the construction of the Project in accordance with RDA approved plans no later than July 16, 2021 (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of an Occupancy Permit by the City of Green Bay. In the event DEVELOPER fails to complete construction by the Completion Date, the DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

VI. TERMINATION AND REMEDIES.

A. It is the intent of the Project to generate tax base, eliminate blight within neighborhoods, encourage housing opportunities and enhance the neighborhood. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the DEVELOPER fails to complete the construction of the Project by the Completion Date, the RDA may at its sole discretion take one, a combination, or all of the following actions as liquidated damages:

1. The RDA may charge liquidated damages in the amount of $100 per day for each day beyond the completion date until such time that certificate of occupancy is granted.

2. The DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

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

C. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the RDA. Accordingly, the RDA may, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA may seek damages as authorized.

VII. MISCELLANEOUS PROVISIONS.

A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to

perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the RDA $10,000 as damages for their action.

F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any

reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to purchase the premises as is and where is.

J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Marissa Michalkiewicz, Priniple
Giveadaam Ventures, LLC
217 Jacobs Street
Green Bay, WI 54302

TO RDA: Kevin Vonck, Secretary
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

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

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

_____
Gary J. Delveaux, Chairman

_____
Kevin J. Vonck, Secretary

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this ____ day of _____ _____, the above named Gary J. Delveaux, Chairman; Kevin J. Vonck, Secretary Redevelopment Authority of the City of Green Bay to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: _____ ,20 ____ .)

Developer: Giveadaam Ventures, LLC

_____
Marissa Michalkiewicz, Principle

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this ____ day of _____, the above named Marissa Michalkiewicz, Principle, Giveadaam Ventures, LLC to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: _____ ,20 ____ .)

THIS INSTRUMENT WAS DRAFTED BY

Ken Rovinski

Redevelopment Authority of the City of Green Bay

EXHIBIT A
Legal Description of the RDA Site

Parcel Number: 14-750

Legal Description:

Lot Four (4), Block Fifty-six (56),Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

EXHIBIT B
See attached proposal for 320-222 South Webster Avenue

AMENDMENT TO

DEVELOPMENT AGREEMENT

FOR

320 S WEBSTER AVENUE

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Giveadaam Ventures, LLC (hereinafter called "Developer") on November 9, 2021.

WHEREAS, the parties entered into a Development Agreement ("Original Agreement") dated July 15, 2020; and

WHEREAS, DEVELOPER has requested a 10 (Ten) month extension for the Original Agreement and the parties now wish to amend that Original Agreement.

NOW, THEREFORE, the Original Agreement is hereby amended as follows:

1. Part V of the Original Agreement regarding the PROJECT COMPLETION, is amended to May 31, 2022 from July 15, 2021.

2. All other terms and conditions of the Original Agreement shall remain in effect as stated in the agreement.

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

_____
Gary J. Delveaux, Chairman

_____
Neil Stechschulte, Secretary

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this ____ day of _____ _____, the above named Gary J. Delveaux, Chairman and Neil Stechschulte, Secretary Redevelopment Authority of the City of Green Bay to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: _____ ,20 ____ .)

Developer: Giveadaam Ventures, LLC

_____
Marissa Michalkiewicz, Principle

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this ____ day of _____, the above named Marissa Michalkiewicz, Principle, Giveadaam Ventures, LLC to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: _____ ,20 ____ .)

This instrument was drafted by:

Ronda Bitney, Redevelopment Authority of the City of Green Bay

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Stephanie Schmutzer, Staff

AGENDA ITEM # E.6

Consideration with possible action to approve a substantial amendment to the 2021 Annual Action Plan to add $96,540.42 in closed out Neighborhood Stabilization Program (NSP) income funds.

BACKGROUND

The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes and assisting households whose annual incomes are up to 120 percent of area median income.

Jurisdictions that receive NSP funds have now been instructed by HUD to close out their programs and roll their remaining balances over into their CDBG programs. The City would like to add these funds to its 2021 Annual Action plan under the following project categories:

Emergency Home Improvement Loan Program: $77,540.42
Administration: $19,000.00

RECOMMENDATION

To approve a substantial amendment to the 2021 Annual Action Plan to add $96,540.42 in closed out Neighborhood Stabilization Program (NSP) Income funds.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Krista Cisneroz, Staff

AGENDA ITEM # E.7

Consideration with possible action to award the 2021 Fair Housing Services contract to Metropolitan Milwaukee Fair Housing Council in the amount of $20,000.00.

BACKGROUND

The City of Green Bay used a competitive application process to make a portion of its CDBG funds available to non-profit groups who could administer a fair housing services program for the City of Green Bay. On September 27, 2021, staff sent out a Fair Housing Services Request for Proposals (RFP) and received one application, from Metropolitan Milwaukee Fair Housing Council (MMFHC).

We have contracted with them for the last several years and staff has been satisfied with their performance. MMFHC proposes to conduct the following activities in Green Bay through its satellite office, Fair Housing Center of Northeast Wisconsin (FHCNW): Enforcement Services, Training and Technical Assistance, Education and Outreach Services, and Marketing Campaign.

RECOMMENDATION

To award the 2021 Fair Housing Services funding in the amount of $20,000.00 to Metropolitan Milwaukee Fair Housing Council.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # E.8

Consideration with possible action on the acceptance of the transfer of ownership of 901 Main Street (tax parcel 9-48), and the assignment of the rights, title, interests and obligations of the development agreement dated December 12, 2018 from GB REAL ESTATE INVESTMENTS, LLC to GB 901 MAIN, LLC.

BACKGROUND

GB Real Estate Investments, LLC desires to assign all of their right, title, interest and obligations in, to and under the Development Agreement to GB 901 Main, LLC except for GB Real Estate Investments, LLC's right to receive the PAYGo Reimbursement Payments.

RECOMMENDATION

Staff recommends acceptance of the transfer of ownership, and requests direction to execute the necessary documents subject to the final review by the City Attorney.

FISCAL IMPACT

No fiscal impact anticipated.

ATTACHMENTS

1. Assignment of Development Agreement
2. Assignment and Assumption Agreement - Development Agmt - 11.1.21

ASSIGNMENT OF DEVELOPMENT AGREEMENT

GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Assignor"), for good and valuable consideration, assigns and conveys to GB 901 MAIN, LLC, a Wisconsin limited liability company ("Assignee"), all of Assignor's rights, title, interests and obligations under the Development Agreement, dated August 22, 2018 attached hereto as **Exhibit A** (the "Development Agreement"), by and between Assignor, the Redevelopment Authority of the City of Green Bay and the City of Green Bay.

This is a complete assignment of Assignor's rights, title, interests and obligations under the above-described Development Agreement. Assignee hereby assumes all such rights, title, interests and obligations and is in agreement therewith and reaffirms any and all representations and warranties set forth in the Development Agreement as if those representations and warranties were originally made by Assignee.

DATED effective the 12th day of December, 2018.

ASSIGNOR:
GB REAL ESTATE INVESTMENTS, LLC

By:_____
Garritt Bader, Member

ASSIGNEE:
GB 901 MAIN, LLC

By:_____
Garritt Bader, Member

Document Number	**ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT**

Recording Area

Name and Return Address:
Attorney Ryan D. Krumrie
Hager, Dewick & Zuengler, S.C.
200 S. Washington Street, Suite 200
Green Bay, WI 54301

9-48
Parcel Identification Numbers (PIN)

THIS DOCUMENT WAS DRAFTED BY:
Attorney Ryan D. Krumrie
Hager, Dewick & Zuengler, S.C.
200 S. Washington Street, Suite 200
Green Bay, WI 54301

ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Agreement")is made this ____ day of _____, 2021 ("Effective Date"), by and between GB 901 MAIN, LLC, a Wisconsin limited liability company ("Assignor"), and [CORNING ENTITY], ("Assignee").

WITNESSETH:

WHEREAS, GB Real Estate Investments, LLC, a Wisconsin limited liability company, and the City of Green Bay ("City") are parties to that certain Development Agreement, dated August 22, 2018, as assigned to Assignor on December 12, 2018, (the "Development Agreement") with respect to the development of that certain real estate located at 901 Main Street, Green Bay, WI (tax parcel no. 9-48) as legally described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Assignor desires to assign all of Assignor's right, title, interest and obligations in, to and under the Development Agreement to Assignee except for Assignor's right to receive the PAYGo Reimbursement Payments (as defined below), and Assignee agrees to accept such assignment and assume the obligations under the Development Agreement under the terms and conditions set forth herein.

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

1. Definitions. Any capitalized term not defined herein shall have the same meaning assigned to that term in the Development Agreement.

2. PAYGo Reimbursement Payments. The PAYGo Reimbursement Payments as set forth in Sections III(B) and (C), also referred to as TIF Incentive Payments ("PAYGo Reimbursement Payments"), shall remain payable to Assignor. Per the acknowledgement and consent of the City and RDA below, the City agrees to disburse the PAYGo Reimbursement Payments to Assignor.

3. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title, interest and obligations in, to and under the Development Agreement, except the right to receive the PAYGo Reimbursement Payments, as of the Effective Date.

4. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Development Agreement and Assignee hereby assumes and agrees to perform each and every term, covenant and obligation on the part of Assignor to be performed under the Development Agreement.

5. Mutual Indemnification. Assignor hereby represents to Assignee that, to the best of the knowledge of Assignor, there are no existing defaults or pending or potential claims of breach with respect to the Development Agreement. Assignor agrees to indemnify, hold harmless, and defend Assignee and its members from and against any and all claims, causes of action, actions, suits, proceedings, damages, liabilities, fines, penalties, awards, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) which may be incurred by or made against Assignee arising out of or relating to the Development Agreement prior to the Effective Date.

Assignee agrees to indemnify, hold harmless, and defend Assignor and its members from and against any and all claims, causes of action, actions, suits, proceedings, damages, liabilities, fines, penalties, awards, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) which may be incurred by or made against Assignor arising out of or relating to the Development Agreement following the Effective Date.

6. Miscellaneous. No provision of this Agreement shall be modified, waived, or terminated except by an instrument in writing signed by the party against whom enforcement of such modification, waiver, or termination is to be enforced. The validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Wisconsin. In the event of a dispute concerning this Agreement, the parties agree that venue shall lie in Circuit Court of Brown County, Wisconsin. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement. The individuals executing this Agreement on behalf of the parties have been duly authorized to do so and this Agreement and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement is declared unenforceable by a court of last resort, such declaration shall not affect the validity of any other provision of this Agreement.

7. Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. This Agreement may be executed and transmitted by electronic transmission (including, via email) or facsimile machine and the signature of any party upon this Agreement transmitted by electronic transmission (including, via email) or facsimile machine shall be considered an original signature for all purposes.

(Signature Page Follows)

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

ASSIGNOR:
GB 901 MAIN, LLC

By: _____
Garritt R. Bader, Member

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this ___ day of _____, 2021, the above named Garritt R. Bader, Member of GB 901 Main, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission: _____

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

ASSIGNEE:
[CORNING ENTITY]

By: _____
_____

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this ___ day of _____, 2021, the above named _____, _____ of [CORNING ENTITY], LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission: _____

CONSENT

The Redevelopment Authority of the City of Green Bay, Wisconsin, and the City of Green Bay consent to this Assignment.

REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY,
WISCONSIN

By: _____
Name:_____
Title:_____

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this ___ day of _____, 2021, the above named _____, Redevelopment Authority of the City of Green Bay, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission: _____

CITY OF GREEN BAY, WISCONSIN

By: _____
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this ___ day of _____, 2021, the above named _____ the _____ of the City of Green Bay, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

Legal Description of Property

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # E.9

Consideration with possible action on a likely planning option request on one or more RDA or City-owned properties in TID 5.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose 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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

Staff is seeking direction on negotiating parameters for an anticipated planning option request on one or more RDA or City-owned properties. Staff will provide an overview of the anticipated request in closed session.

RECOMMENDATION

No formal action at this time.

FISCAL IMPACT

ATTACHMENTS

None

Redevelopment Authority
Financial Report
CDBG
10/31/2021

CDBG Entitlement Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	48,166.08	-	17,194.89	-	30,971.19
Public Works Improvements	-	19,729.29	-	5,257.43	-	14,471.86
Public Service	130,437.00	93,876.81	-	59,594.87	66,076.48	98,642.46
Fair Housing	20,000.00	26,820.00	-	17,125.00	-	29,695.00
CDBG Eligible Areas	401,489.00	689,869.22	63,900.28	285,362.00	-	869,896.50
CDBG Eligible Areas-Beautificatio/Art	85,227.00	43,500.00	-	23,586.38	-	105,140.62
Economic Development	75,000.00	368,918.54	156,268.57	236,431.51	-	363,755.60
ED Façade & Demo Loans	75,000.00	93,567.12	-	61,007.76	60,148.56	47,410.80
Administration	196,716.00	185,019.22	-	178,879.22	-	202,856.00
	$ 983,869.00	**$ 1,569,466.28**	**$ 220,168.85**	**$ 884,439.06**	**$ 126,225.04**	**$ 1,762,840.03**

CARES CDBG-CV Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	64,446.00	-	43,987.56	-	20,458.44
Businesss Improvement Districts	-	58,500.00	-	28,750.00	1,000.00	28,750.00
Homlessness Assistance Programs	-	216,000.00	-	129,758.66	86,241.34	-
Economic Development Business Relief	-	206,500.00	-	145,000.00	-	61,500.00
Essential Frontline Employyee Relief Program	-	100,000.00	-	55,057.63	-	44,942.37
Homelessness Assistance Shelters	-	275,000.00	-	275,000.00	-	-
Rental/Mortgage Assistance Program LMI	-	191,729.00	-	32,130.79	-	159,598.21
Uregent Need-business Relief and Rental.Mortgage	-	50,000.00	-	-	-	50,000.00
	$ -	**$ 1,162,175.00**	**$ -**	**$ 709,684.64**	**$ 87,241.34**	**$ 365,249.02**

Redevelopment Authority
Financial Report
HOME
10/31/2021

	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	170,349.28	357,805.42	31,660.20	-	646,494.50
Housing Development Projects	252,793.00	505,875.31	15,274.72	15,000.00	94,000.00	664,943.03
CHDO Projects	81,000.00	185,000.00	-	65,000.00	-	201,000.00
Downpayment Closing Cost Assistance	-	100,000.00	-	40,000.00		60,000.00
Administration	53,754.00	41,117.31	24,311.44	29,230.01	-	89,952.74
HOME-ARP Admin	97,410.80	-	-	-		97,410.80
	$ 634,957.80	**$ 1,002,341.90**	**$ 397,391.58**	**$ 180,890.21**	**$ 94,000.00**	**$ 1,759,801.07**

City of Green Bay RDA
Check Register
8/31/2021

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21481	08/13/2021	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	950.00
21482	08/13/2021	WISCONSIN PUBLIC SERVICE CORPORATION	58.24
21483	08/13/2021	NEIGHBOR-WORKS GREEN BAY	7,697.00
21484	08/13/2021	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	100.00
21485	08/13/2021	REMODEL SHOP	1,348.20
21486	08/26/2021	CITY OF GREEN BAY	1,437.34
21487	08/26/2021	WISCONSIN MEDIA	37.93
21488	08/26/2021	WISCONSIN PUBLIC SERVICE CORPORATION	50.79
21489	08/26/2021	NEIGHBOR-WORKS GREEN BAY	6,500.00
21490	08/26/2021	NEWCAP, INC.	8,785.72
21491	08/26/2021	NEWCAP, INC.	136,900.00
21492	08/26/2021	NEWCAP, INC.	141,900.00
			305,765.22