



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, APRIL 12, 2022, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the April 12, 2022, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the March 8, 2022 and March 24, 2022, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action on a request to transfer a planning option agreement between the Redevelopment Authority of the City of Green Bay and On Broadway Inc. to General Capital Acquisitions, LLC on parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.
2. Consideration with possible action on a conceptual site plan for Toonen Properties project, University Heights at Baird Creek.
3. Consideration with possible action on RDA approving the release of the Non-Disturbance and Attornment Agreement regarding the transfer of ownership at River's Edge Apartments.
4. Consideration with possible action on request from Hyatt Regency to rebuild the employee locker rooms within the KI Convention Center.

5. Consideration with possible action on request from NeighborWorks Green Bay to approve subordination of RDA held liens as part of a larger refinancing proposal.
6. Consideration with possible action on a request by NeighborWorks Green Bay to change the program guidelines for the HOME Downpayment Closing Cost Assistance Program.
7. Consideration with possible action on a Commercial Facade Building Materials Grant request from Handy Equipment Rentals for enhancements to 308 N Military Avenue (Parcel 6-97-D).
8. Consideration with possible action on a Commercial Facade Building Materials Grant request from Cole Ductan for enhancements to 126 S Broadway (Parcel 3-1300).
9. Consideration with possible action on the intent to award Community Development Block Grant: Homelessness Activities RFP #2022-02 to House of Hope Green Bay, Inc. a grant for the sum of \$58,000.00.
10. Consideration with possible action on HOME funding request in the amount of \$23,500.00 from Greater Green Bay Habitat for Humanity to build a home at 321 Lau Street.
11. Consideration with possible action to approve a six-month planning option to Journey to Adult Success (JAS) for the development of housing for foster and at-risk young adults at 100 S and 110 S Baird Street and 1368 E Walnut Street.
12. Consideration with possible action on a substantial amendment to the 2021 Annual Action Plan reallocating \$90,000.00 to fund the purchase of new playground equipment for Seymour Park.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: May 10, 2022 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

Passcode: 084117

One tap mobile

+13017158592,,83188044732# US (Washington DC)

+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+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

Passcode: 084117

Find your local number: <https://us02web.zoom.us/j/kc4U7kFumh>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

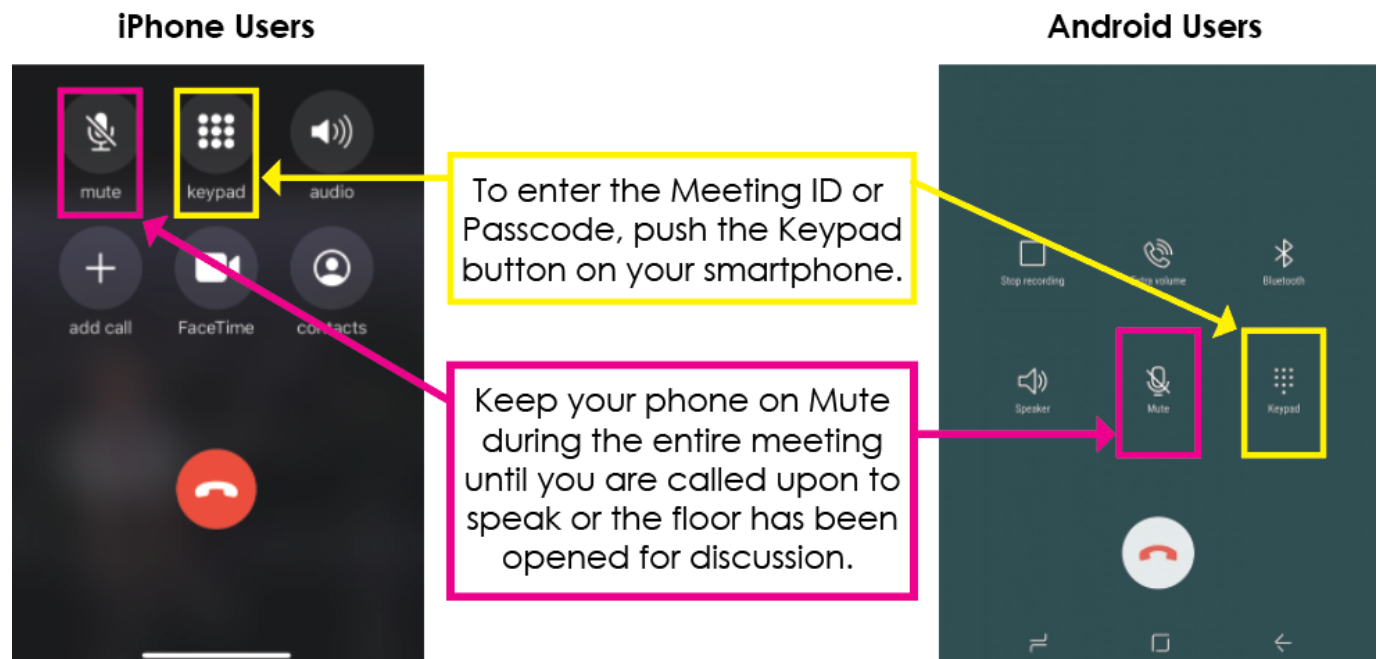
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a “waiting room.”
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the “raise your hand” tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the “raise your hand” tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to “open the floor for interested parties to speak.” Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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 #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





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

MEETING DATE

April 12, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action on a request to transfer a planning option agreement between the Redevelopment Authority of the City of Green Bay and On Broadway Inc. to General Capital Acquisitions, LLC on parcels 4-91, 4-91A, 4-79, 4-77,4-78, 4-161, and 4-160.

BACKGROUND

General Capital Group is the developer that is seeking to potentially redevelop the previously identified RDA owned parcels into a multi-family residential project with onsite parking. The original planning option was awarded to On Broadway by the RDA at its January 27, 2022 meeting. The planning option agreement requires that the RDA approve any request to transfer the planning option to another entity besides On Broadway, Inc. No other terms of the original planning option are changing at this time. Both General Capital and On Broadway, Inc. are supportive of this transfer request.

RECOMMENDATION

Approval of the request of On Broadway, Inc. to transfer their planning option on parcels 4-91, 4-91A, 4-79, 4-77,4-78, 4-161, and 4-160 to General Capital Acquisitions, LLC, and direct the City Attorney to prepare the appropriate documents to facilitate the transfer of the planning option.

FISCAL IMPACT

No immediate fiscal impact. The transfer to General Capital will allow the developer to proceed with its planning and due diligence on their proposed project. The fiscal impact of the project will be brought forward as part of a request for approval of a formal development agreement.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 12, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.2

Consideration with possible action on a conceptual site plan for Toonen Properties project, University Heights at Baird Creek.

BACKGROUND

The current development agreement with Toonen Properties requires that a conceptual site plan be submitted to the RDA for approval. Planning staff's preliminary comments have focused largely on the internal pedestrian connections and connections to the trail system. Additional comments and changes may be forthcoming when a full plan review occurs with affected departments.

RECOMMENDATION

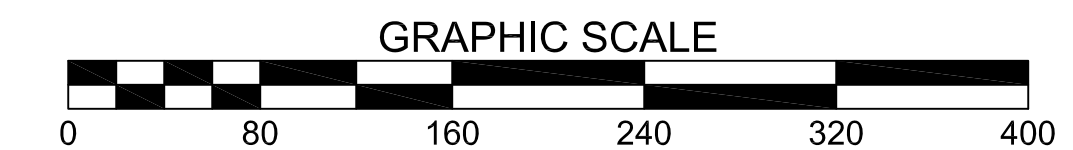
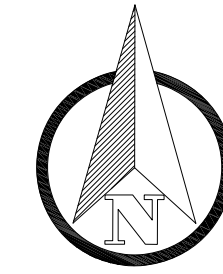
Approval of the concept plan as presented subject to the future submittal of full formal site plans to the City for review and consideration.

FISCAL IMPACT**ATTACHMENTS**

- I. University Heights at Baird Creek Site Layout Plan

UNIVERSITY HEIGHTS AT BAIRD CREEK

City of Green Bay, Brown County, Wisconsin



- LEGEND**
- Sidewalk (Concrete)
 - Sidewalk (Striping)
 - Asphalt Paving
 - Concrete
 - Concrete Curb & Gutter

UNIT CALCULATIONS

7 - 17 UNITS (LARGE) = 119 UNITS
2 - 14 UNITS (LARGE) = 28 UNITS
6 - 10 UNITS (LARGE) = 60 UNITS
TOTAL : 207 UNITS

ROTHE STREET

UNIVERSITY AVENUE

BAIRD CREEK PARKWAY

STORMWATER
MANAGEMENT

STORMWATER
MANAGEMENT

EXISTING
POND

EXISTING
POND

Existing Woods - Steep Slopes

Existing Woods - Steep Slopes

DESIGNED BY
DJM

DATA FILE

DATE
02-23-22

Number	Date	Comments
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

UNIVERSITY HEIGHTS AT BAIRD CREEK
SITE LAYOUT PLAN
File: R-11514Eng 022322.dwg

PROJECT NO.
R-11514

SHEET NO.

C

DRAWING NO.

S-



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 12, 2022

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.3

Consideration with possible action on RDA approving the release of the Non-Disturbance and Attornment Agreement regarding the transfer of ownership at River's Edge Apartments.

BACKGROUND

The RDA entered into a development agreement with the Munz Corp. to develop 82 apartments on behalf of West Shore-85 Limited Partnership (Westshore) in the early 80's. TID 2 was created in 1983 to support this development. The Green Bay Housing Authority also issued revenue bonds as part of this project as well. The RDA retained ownership of the land under this development and entered into a 50-year lease agreement with Westshore to repay \$1,040,000.00 of TID funds provided for this project. The owner has made two payments per year since January of 1987. There are 14 years left out of the 50-year lease term and the balance owing is \$352,000.00. The lease has two 10-year options to renew.

Westshore currently has only one member, the Richard V. Munz 2000 Family Trust (the "Trust"), which owns 100% of the LLC interests of Westshore. It is the intention of the Trust to sell 100% of the LLC interests of Westshore to Logan Rankin. Mr. Rankin will then be the sole member of Westshore. After closing, Westshore will continue to be the lessee under the land lease with the RDA. Westshore will not be party to any merger or consolidation and it will not be assigning its interest as lessee under the land lease. The RDA does not need to approve this transfer of ownership. The GBHA bonds are being redeemed on May 5, 2022. The Land Use Restriction Agreement in favor of the GBHA will need to be terminated in connection with the redemption of the bonds. The RDA will need to execute a release of the Non-Disturbance and Attornment Agreement as well.

City Attorney Bungart reviewed these documents and she is recommending the RDA approve a release of the Non-Disturbance and Attornment Agreement contingent upon the execution and recording of a full satisfaction and release of the Leasehold Mortgage recorded as Document No. 2789604 in the Office of the Register of Deeds of Brown County, Wisconsin on June 16, 2017.

The new owner of Westshore, and hence the new property manager, Logan Rankin, asked for the opportunity to meet the RDA and share what his plans are for the Rivers Edge Apartments in the future as well.

RECOMMENDATION

To approve the release of the Non-Disturbance and Attornment Agreement contingent upon the execution and recording of a full satisfaction and release of the Leasehold Mortgage recorded as Document No. 2789604 in the Office of the Register of Deeds of Brown County, Wisconsin on June 16, 2017.

FISCAL IMPACT

ATTACHMENTS

1. 4885-4323-5867.I Non-Disturbance and Attornment Agreement #2789606
2. 4874-1824-4635.I Satisfaction of Leasehold Mortgage doc no. 2789604 - Capitol Bank (West Shore of Green Bay LLC)



8 0 3 8 7 6 3 7
Tx:40256238

2789606

**CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
06/16/2017 10:34 AM
REC FEE: 30.00
EXEMPT #
PAGES: 5**

**NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

Return to:
Cynthia G. Fletcher
Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, WI 53202-3819

EVANS TITLE

DUP-5

Parcel Number: 4-180

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made this 8th day of June, 2017, by and between CAPITOL BANK, a Wisconsin banking corporation ("Mortgagee"), and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN ("Lessor").

WITNESSETH:

WHEREAS, Mortgagee has agreed to provide credit to West Shore of Green Bay, LLC ("Lessee") to be evidenced by a Credit Agreement and secured by a Mortgage (the "Mortgage") and various other documents and agreements in connection with the issuance of the \$1,320,000 Housing Authority of the City of Green Bay, Wisconsin Variable Rate Demand Housing Revenue Refunding Bonds, Series 2017 (River's Edge Apartments Project).

WHEREAS, the Mortgage encumbers the real property described in Exhibit A attached hereto (the "Property").

WHEREAS, Lessor leases the Property to Lessee under and pursuant to the terms and conditions of a Lease Agreement effective as of December 1, 1985 by and between Lessor and Lessee (the "Lease").

WHEREAS, Lessor and Mortgagee desire hereby to establish certain rights, safeguards and obligations with respect to their respective interests in the Property by means of the following agreement.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. (a) Mortgagee, for itself and its successors and assigns (including the purchaser at any foreclosure sale) hereby agrees that if it shall by foreclosure of the Mortgage or otherwise succeed to the Lessee's interest under the Lease, it shall, as long as Lessor is not in default under the Lease, recognize the validity of the Lease and not alter, disturb or interfere with Lessor's interest in the Property during the term of the Lease; and (b) Lessor, for itself and its successors and assigns, hereby agrees upon any such succession to the Property by Mortgagee, or its successors or assigns, to attorn to and recognize Mortgagee as the Lessee under the Lease, immediately upon the Mortgagee's notification to the Lessor of the commencement of foreclosure proceedings.

2. Lessor agrees to give prompt written notice to Mortgagee of any default of Lessee in the obligations of Lessee under the Lease, if such default is of such nature as to cause the Lessor to claim a right to terminate the Lease or increase rent due thereunder. It is further agreed that such notice will be given to any successor in interest in the Mortgage, provided that prior to and such default of Lessee, such successor in interest shall have given written notice to the Lessor of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed. Mortgagee, its successors and assigns, shall have the same right as the Lessee to cure any defaults of the Lessee under the terms of the Lease.

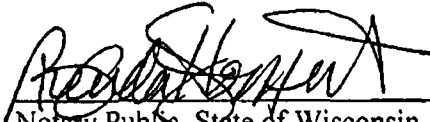
MORTGAGEE:

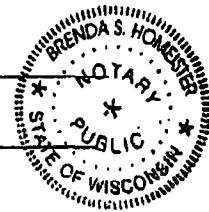
CAPITOL BANK

By: 
Derek Moehring, Senior Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

On this 2nd day of June, 2017, before me, a notary public, in and for said County, personally appeared Derek Moehring, Senior Vice President of Capitol Bank, to me known to be the person described in and who executed the within instrument and acknowledged the same to be the free act and deed of Capitol Bank.


Notary Public, State of Wisconsin
My Commission: 9/25/20



This instrument was drafted by and should be returned to:

Cynthia G. Fletcher
Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, WI 53202-3819

[Signature Page of Non-Disturbance and Attornment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance and
Attornment Agreement to be executed and delivered as of the date first above written.

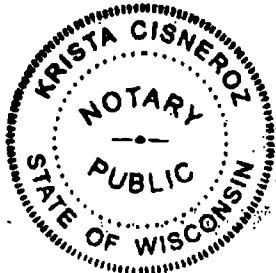
LESSOR:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY, WISCONSIN

By: *Harry Maier*
Name: Harry Maier
Title: Chair ROA

STATE OF WISCONSIN)
) ss
COUNTY OF Brown)

On this 18 day of May, 2017, before me, a notary public, in and for said
County, personally appeared Harry Maier, the Chairman of Redevelopment
Authority of the City of Green Bay, Wisconsin, to me known to be the person described in and
who executed the within instrument and acknowledged the same to be the free act and deed of
said Authority.



Krista Cisneros
Notary Public, State of Wisconsin
My Commission: June 5, 2020

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Green Bay, County of Brown, State of Wisconsin, and is described as follows:

Parcel I:

Leasehold estate created by indenture of lease entered into by and between The Redevelopment Authority of the City of Green Bay, Wisconsin acting with the approval of the City of Green Bay, Wisconsin, a municipal corporation, as lessor, and The Munz Corporation, a Wisconsin corporation, as redeveloper on behalf of West Shore-85 Limited Partnership, as lessee dated December 19, 1985 and a Memorandum of Lease which was recorded December 26, 1985 in Jacket 9706 Records, Image 18, as Document No. 1067565, said Lease was assigned and assumed by West Shore of Green Bay, LLC in an Assignment and Assumption of Lease Agreement dated January 3, 2000 by an instrument recorded March 2, 2000, as Document No. 1742081, demising premises situated in said County and State described as follows:

Lot One (1), Volume 16 Certified Survey Maps, Page 311, Map No. 3148, said map being part of Lots 1, 2, 3, 4, 5, 6, 7, 8 and A, according to the Original Survey of Fort Howard; vacated Lots 1, 2 and 3 and the 3-foot strip lying South of and adjacent to Lot 1, all in Block A, Desnoyers Addition; vacated Lots 1, 2 and lands lying between Lots 2 and 3, Dousman's Addition; part of Private Claim No. 1 West side of Fox River; and vacated Water Street right-of-way lying North of Walnut Street, all in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Property Address: 100 West Walnut Street
Green Bay, WI 54301

APN/Tax Key No.: 4-180

Parcel II:

Ingress and Egress easement for walkway created by instrument, dated June 16, 1986 and recorded on June 16, 1986 in Jacket 10407 Records, Image 28, as Document No. 1084199.

Property Address: West Walnut Street
Green Bay, WI 54301

APN/Tax Parcel No. 4-181

Return to:

Deborah A. Hall
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

Tax Key No.: (See Exhibit A)

**SATISFACTION OF
LEASEHOLD
MORTGAGE,
SECURITY
AGREEMENT AND
ASSIGNMENT OF
LEASES AND RENTS**

[Above space reserved for recording information]

The undersigned certifies that it is the present holder of a Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents executed by West Shore of Green Bay, LLC, a Wisconsin limited liability company, to Capitol Bank, recorded in the office of the Register of Deeds of Brown County, Wisconsin on June 16, 2017, as Document No. 2789604 (the "Leasehold Mortgage"), and has a right to satisfy the same, and hereby satisfies the above described Leasehold Mortgage. The real estate which is subject to the Leasehold Mortgage is described on the attached **Exhibit A** ("Property").

[Signature Page Follows]

This Satisfaction is dated as of the 5th day of May, 2022.

CAPITOL BANK

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____, the _____ of Capitol Bank, who is personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in their duly authorized capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

(Print or type name of Notary) _____
Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

Drafted by:
Lynda Templen
Husch Blackwell LLP

EXHIBIT A

Legal Description

Real property in the City of Green Bay, County of Brown, State of Wisconsin, and is described as follows:

Parcel I:

Leasehold estate created by indenture of lease entered into by and between The Redevelopment Authority of the City of Green Bay, Wisconsin acting with the approval of the City of Green Bay, Wisconsin, a municipal corporation, as lessor, and The Munz Corporation, a Wisconsin corporation, as redeveloper on behalf of West Shore-85 Limited Partnership, as lessee dated December 19, 1985 and a Memorandum of Lease which was recorded December 26, 1985 in Jacket 9706 Records, Image 18, as Document No. 1067565, said Lease was assigned and assumed by West Shore of Green Bay, LLC in an Assignment and Assumption of Lease Agreement dated January 3, 2000 by an instrument recorded March 2, 2000, as Document No. 1742081, demising premises situated in said County and State described as follows:

Lot One (1), Volume 16 Certified Survey Maps, Page 311, Map No. 3148, said map being part of Lots 1, 2, 3, 4, 5, 6, 7, 8 and A, according to the Original Survey of Fort Howard; vacated Lots 1, 2 and 3 and the 3-foot strip lying South of and adjacent to Lot 1, all in Block A, Desnoyers Addition; vacated Lots 1, 2 and lands lying between Lots 2 and 3, Dousman's Addition; part of Private Claim No. I West side of Fox River; and vacated Water Street right-of-way lying North of Walnut Street, all in the City of Green Bay, West side of Fox River, Brown- County, Wisconsin.

Property Address: 100 West Walnut Street, Green Bay, WI 54301
APN/Tax Key No.: 4-180

Parcel II:

Ingress and Egress easement for walkway created by instrument, dated June 16, 1986 and recorded on June 16, 1986 in Jacket 10407 Records, Image 28, as Document No. 1084199.

Property Address: West Walnut Street, Green Bay, WI 54301
APN/Tax Key No.: 4-181



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

MEETING DATE

April 12, 2022

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.4

Consideration with possible action on request from Hyatt Regency to rebuild the employee locker rooms within the KI Convention Center.

BACKGROUND

The Hyatt Regency has made a formal request for approval from the RDA and City Council to replace the current locker rooms for employees located in the KICC. The Hyatt Regency would like to upgrade the current locker area, which will also provide more space for employees to change their clothes before their shifts. The current area is dated and small. The Hyatt has included an architectural drawing for review. The upgrade to the space is approximately \$70,000.00 and all work will be paid for by the Hyatt.

Public Works staff are reviewing the plans to make sure the project will not be a detriment to the KICC.

Staff is recommending approval of the Hyatt Regency Locker Room Upgrade Project contingent on Public Works engineering approval.

RECOMMENDATION

To approve the Locker Room Upgrade Project at the KICC funded by the Hyatt Regency contingent on Public Works engineering approval.

FISCAL IMPACT**ATTACHMENTS**

- I. KI Locker Room Plans AGI



ARCHITECTS GROUP LIMITED
1825 South Webster Avenue Suite 202
Green Bay, Wisconsin 54301
www.aglgb.com
920-432-1232

COMPACTOR
ROOM

D124

COAT
ROOM

MAINTENANCE

D128

LOADING
DOCK

D123

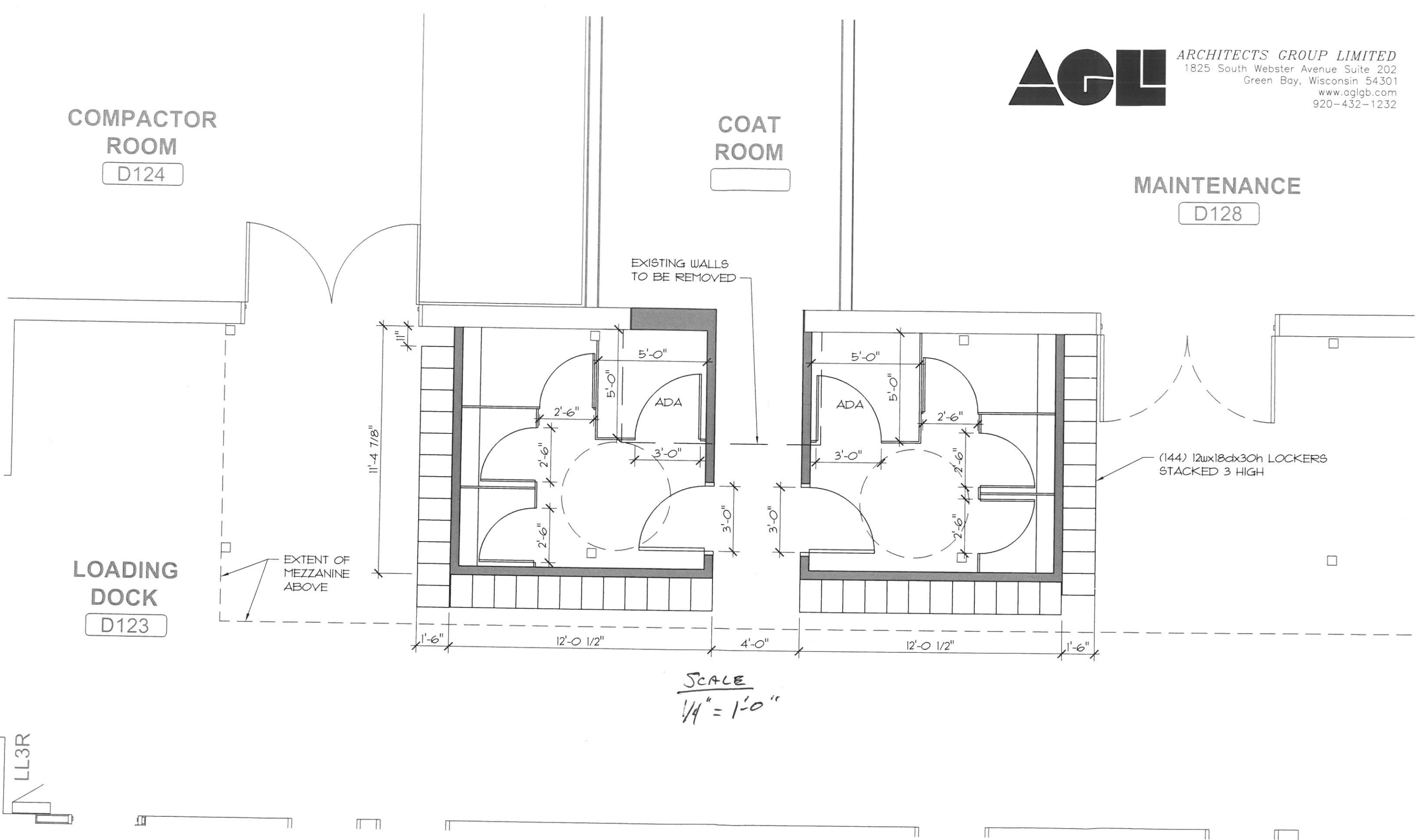
EXISTING WALLS
TO BE REMOVED

(144) 12wx18dx30h LOCKERS
STACKED 3 HIGH

SCALE
1/4" = 1'-0"

2/15/2022 10:07:43 AM

LL3R





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 12, 2022

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.5

Consideration with possible action on request from NeighborWorks Green Bay to approve subordination of RDA held liens as part of a larger refinancing proposal.

BACKGROUND

NeighborWorks Green Bay is undertaking a refinancing project on 28 of their properties, which will reduce debt service payments and staff time in the administration of these loans. Our subordination policy states we will not subordinate our interests in investment properties. NeighborWorks has asked to make this request for variance from this policy to the RDA. The RDA has considered a variance to this policy in the past for homeowners under our Home Improvement Loan Program.

NeighborWorks will be placing 28 properties under an umbrella mortgage of approximately 8.5 million dollars. There are 12 properties that have an RDA mortgage against the property for rehabilitation projects that were completed over the years and are part of this refinance. Under this proposal, once the refinance takes place, 6 of the 12 properties will have existing debt paid off, which will place the RDA in first position. They are not part of the blanket mortgage. With three of the properties, the RDA is already in first position, so nothing will change and they are also not part of the blanket mortgage. The remaining three properties, 1261 E Walnut Street, 145-151 N Ashland Avenue, and Admiral Court Apartments have RDA liens against them and will become part of the blanket mortgage. As part of the refinance, NeighborWorks is proposing to place an additional \$427,924.00 ahead of what we currently have against the property at 145-151 N Ashland Avenue. Therefore, with six properties, the RDA moves into a better, first position; three properties remain in first position; and three properties fall under the blanket mortgage of 8.5 million.

With regards to the properties taking on that additional risk, NeighborWorks worked with their lender to set up a separate subordination agreement with the RDA for each one of these properties, which will limit the risk to the RDA for the individual amounts owed on each one of the three properties. They will not exceed \$470,000.00 for 1261 E. Walnut Street, \$648,000.00 for 145-151 N Ashland Avenue, and \$2,000,000.00 for the Admiral Court Apartments, compared to the other properties in their refinance portfolio, which will not have a "not to exceed" amount of record.

Although it is not policy for the RDA to subordinate our position on investment properties, due to the partnership we have with NeighborWorks in providing resources for low-income homeowners and renters, staff is recommending approval of the subordination contingent on review of documents by the Law Department, and NeighborWorks agreeing to a Payment In Lieu of Tax agreement on 145-151 N Ashland Avenue.

RECOMMENDATION

To approve the subordination contingent on review and approval of documents by the Law Department, and

NeighborWorks agreeing to a Payment In Lieu of Tax agreement on 145-151 N Ashland Avenue.

FISCAL IMPACT

ATTACHMENTS

- I. RDA - NeighborWorks Green Bay Refinance Project - 04-06-2022

Redevelopment Authority of the City of Green Bay
100 N. Jefferson Street, Room 608
Green Bay, WI 54301

April 6, 2022

Re: NeighborWorks Green Bay Refinance Project

Dear Members of the Redevelopment Authority of the City of Green Bay and Staff,

After years of managing the debt on our rental portfolio as a collection of individual loans tied to stand-alone properties or small clusters of grouped properties, NeighborWorks Green Bay has taken advantage of historically low interest rates to assemble a portfolio-wide debt restructuring that reduce debt service payments and will save about one-half day monthly from our Finance staff by reducing 28 separate mortgage loans down to one.

This aggregation of debt makes business and mission sense for NeighborWorks Green Bay, but it needs support from the Redevelopment Authority of the City of Green Bay ("RDA") to be possible. The RDA has provided subordinate loans to some of our properties and this letter is requesting a subordination of those loans to refinanced bank debt. Because the new loan brings 28 separate loans into one, the overall amount ahead of Authority loans looks like an increase. To address this, our lender, the Bank of Luxemburg, has agreed to prepare intercreditor agreements that will limit total exposure of the RDA to an amount less than the total original loan amounts.

The RDA holds notes from NeighborWorks Green Bay for \$596,620.76. After the refinance, three of these properties would be behind a total of \$3,118,000, a reduction of \$280,413.06 from the original balances. After the refi, a total of nine properties owned by NeighborWorks Green Bay would have no primary debt ahead of that provided by the Authority.

In this debt restructuring, we are asking that one property, the 18 units at Westbridge (145-151 N. Ashland) be permitted an individual increase in first mortgage debt. Placing more of the conventional debt obligation ahead of the RDA loan at this location allows us to move subordinate public debt into first position at multiple properties and improve the public financing position in our mission-driven low-income housing portfolio overall. Please refer to the attached chart showing original and current balances of debt, valuation information, and the proposed changes in debt ahead of your loans.

Thank you for your consideration and your continuing partnership!



Noel S. Halvorsen,
President & CEO

NeighborWorks Green Bay
Green Bay Public Authority Subordinate Debt Analysis
As of 1/31/2022

Purpose: To examine the amount of NWGB outstanding debt held by the RDA compared to what the Authority would be behind if NWGB were to complete a refinance with the Bank of Luxemburg.

Property	RDA Loans	Appraised Value for Properties Proposed to Have Bank Debt After Refi	Current Bank Debt at Property	NWGB Debt ahead of City Financing - Original Balance	NWGB Debt ahead of City Financing after Refinance	Additional (Reduced) NWGB Debt ahead of City Financing after Refi
225 N Maple	73,000.00		84,811.23	93,546.45	-	(93,546.45)
1033 - 1035 Cherry	36,500.00		73,704.82	140,500.00	-	(140,500.00)
1257 E Walnut	127,000.00		129,711.27	143,071.03	-	(143,071.03)
1261 E Walnut	54,750.00	730,000.00	473,506.15	478,174.00	470,000.00	(8,174.00)
1274-1276 Crooks	36,500.00		68,151.66	140,500.00	-	(140,500.00)
1263 - 1265 Stuart	36,500.00		82,316.79	90,795.08	-	(90,795.08)
145-151 N Ashland	57,432.66	1,040,000.00	223,542.19	135,000.00	648,000.00	513,000.00
Admiral Court	89,339.71	2,700,000.00	1,993,027.55	2,080,586.00	2,000,000.00	(80,586.00)
1037 Dousman	20,000.00		-	55,777.00	-	(55,777.00)
1447 Kurtz Ave	10,848.39		49,529.49	40,463.50	-	(40,463.50)
221 N. Roosevelt	18,250.00		-	-	-	-
700-702 Phoebe	36,500.00		-	-	-	-
Total RDA	<u>596,620.76</u>	<u>4,470,000.00</u>	<u>3,178,301.15</u>	<u>3,398,413.06</u>	<u>3,118,000.00</u>	<u>(280,413.06)</u>

These properties represent a portion of the overall refinancing which is \$8.5 million



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

MEETING DATE

April 12, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action on a request by NeighborWorks Green Bay to change the program guidelines for the HOME Downpayment Closing Cost Assistance Program.

BACKGROUND

NeighborWorks Green Bay administers the HOME funded Downpayment Closing Cost (DPCC) Program for the City of Green Bay. The program provides DPCC loans to eligible City of Green Bay homebuyers. The current program guidelines allow NeighborWorks to award loans in the range between \$1,500.00 and \$7,000.00 based on the need at the time of home purchase.

NeighborWorks is requesting the RDA approve a change to the DPCC guidelines, which will increase the current loan range from between \$1,500.00 and \$7,000.00 to loans between \$7,000.00 and \$15,000.00 based on the need at the time of home purchase.

RECOMMENDATION

Approve request by NeighborWorks Green Bay to change the program guidelines for the HOME Downpayment Closing Cost Assistance Program.

FISCAL IMPACT

ATTACHMENTS

- I. RDA Request for Loan Amount Change - 4-5-22

April 5, 2022

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

Hello Neighbors,

In 2019, NeighborWorks Green Bay “NWGB” executed a HOME Down Payment Closing Cost “DPCC” grant agreement with the Green Bay Redevelopment Authority “RDA” to provide DPCC loans to eligible home buyers. Currently, NWGB awards HOME DPCC loans between \$1,500 and \$7,000 to eligible homeowners based on need at the time of home purchase and we have \$53,500 left to lend.

This letter is a request to the Green Bay RDA to change our current range for loan amount under the HOME DPCC program from between \$1,500 and \$7,000 to \$7,000 and \$15,000. Ultimately, we feel this change will help alleviate the two key challenges we are facing in deploying these funds and make the funds more accessible to home buyers that need them to facilitate a home purchase.

- **Challenge #1 – Range doesn’t match buyers needs:** Due to rising home prices the need for many buyers with an AMI of 80% or less is greater than our current range. Also, NWGB has our own DPCC program for prospective homebuyers that lends \$7,000 and is less restrictive from a compliance standpoint. As a result, this lower income group of buyers that need the funds most is currently often receiving a lower loan amount with more restrictions than other buyers we assist.
- **Challenge #2 –A range is challenging for the primary lender:** A range is required by HUD regulations but is challenging for lenders to administer compared to a program that lends a flat loan amount. Lenders are required to send buyers a loan estimate within 3 days after receiving a loan application and need to know the HOME DPCC loan amount to produce the document. This requires extra back and forth with the buyer, our team, and the primary lender. As a result, many lenders suggest other DPCC programs to the buyer or do not accept buyers with HOME DPCC loans even when we suggest HOME DPCC funds be used.

We believe raising the HOME DPCC limits will alleviate both problems as the lowest income buyers will now be eligible for more assistance and the incentive for the buyer and the lender to use HOME DPCC funding will be greater. Thank you for your consideration and we appreciate your help in making our assistance as accessible and simple as possible.

With Gratitude,



Alex Mueller

NeighborWorks Green Bay
Chief Financial Officer and Director of the Homeownership Center



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

MEETING DATE

April 12, 2022

PREPARED BY

Erin Rovinski, Staff

AGENDA ITEM # E.7

Consideration with possible action on a Commercial Facade Building Materials Grant request from Handy Equipment Rentals for enhancements to 308 N Military Avenue (Parcel 6-97-D).

BACKGROUND

Handy Equipment Rentals LLC submitted a Commercial Facade Building Materials Grant application for improvements to their building at the intersection of N Military Avenue and Dousman Street. This is a very visible building with two street-facing facades. They are proposing to replace siding, windows, overhead and entry doors, and lighting.

The design review committee reviewed and scored the application, and recommends awarding the total grant-eligible project cost of \$39,152.19. The federally required environmental review has been completed.

RECOMMENDATION

Approval of \$39,152.19 Commercial Facade Building Materials Grant to Handy Equipment Rentals LLC.

FISCAL IMPACT

If awarded, a \$39,152.19 grant would leave a balance of \$36,368.93 in unobligated program funds. If both Commercial Facade Building Materials Grant requests on today's agenda are awarded, the balance would be \$28,258.93.

ATTACHMENTS

- I. 308 N Military Facade Application



Grant Application Commercial Façade Building Materials

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax

A. Applicant Information				
Building Owner: Handy Equipment Rentals LLC				
Contact Name: Tyler Jauquet		[REDACTED] [REDACTED]		
[REDACTED] [REDACTED]				
[REDACTED] [REDACTED]		[REDACTED] [REDACTED]		
Businesses Impacted: Handy Equipment Rentals LLC				

B. Building Information				
Building Name: Handy Equipment Rentals				
Address: 308 N Military Avenue, Green Bay, WI 54303				
No. of Stories: 1			No. of Primary (street facing) Facades: 2	
Space Allocation:	Retail % 100	Office %	Residential %	Other %

C. Proposed Project	
Describe proposed project in detail. This narrative should correspond with the building materials proposed in Section E.	
The goal of the project is to repair and modernize the building's façade by doing the following:	
1) Replace the failing faux brick and vinyl siding with new siding. Cedar siding in a nickel gap profile.	
2) Replace the 6x6 storefront windows and possibly overhead and entry doors.	
3) Replace all door and window trim with cedar or treated lumber, painted black.	
4) Paint mansard black and possibly paint entry and overhead doors.	
5) Replace the soffit lighting to brighten and modernize.	
Project Start Date: 4/1/2022	Project End Date: 9/30/2022
Explain why Commercial Façade Building Materials Grant Funds are needed to complete the project. Would improvements be made without the assistance or to a lesser degree?	
In it's current condition, the building offers little curb appeal and appears generally neglected. The planned improvements will replace and update the currently failing facade and contemporize the building.	
The funds allow us to upgrade from a cheaper siding option, such as rib steel. Additionally, we may be able to replace all doors and windows with more energy efficient options vs just replacing those that are cracked and broken.	

D. Funding Procedures

Grant funds will be provided in the form of reimbursement. Reimbursements will only be issued after the applicant or their contractor submits paid receipts of eligible building material costs. Applicants are eligible to receive 50% reimbursement of approved costs prior to the completion of construction or material installation. The remaining 50% of costs shall be reimbursed only upon completion of construction/installation and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the recipient is unable to verify compliance with all applicable policies, procedures, or laws. The City of Green Bay requires proof of payment before reimbursement. Project must begin within three (3) months of approval date and must be completed nine (9) months after the project begins.

E. Summary of Proposed Grant-Eligible Building Materials and Costs

Proposed Material	Brand or Series	Cost Estimate (attach suppliers' estimates)
Cedar Siding and Trim	Real Cedar - Grade Select Tight Knot	\$8,517.00
LED Soffit Lighting	Lithonia Lighting LED Strip Lights	\$3,879.88
6x6 Windows (Three Total)	Kawneer or Similar	\$5,780.61
Fasteners	Various as needed	\$649.57
Paint	Sherwin Williams	\$725.65
Overhead Doors	EZ Therm R-16.3 Doors	\$13,630.48
Entry Doors	Aluminum Hollow Metal, 24"x30" Glass	\$5,969.00
Total:		\$39,152.19

F. Summary of Proposed Non-Eligible Project Costs

Proposed Cost Description	Cost Estimate
Demolition	\$2,865.14
Insulation Material and Install	\$1,429.81
Cedar Siding and Trim Install	\$7,470.66
LED Lighting Install	\$3,370.75
6x6 Window Install	\$1,862.11
Overhead Door Install	\$1,931.16
Painting	\$6,261.64
Entry Doors Install	\$950.00
Total:	\$26,141.2

G. Façade Design

Attach a building elevation plan or rendering prepared by an architect, contractor, or designer.

H. Signature

The applicant and property owner must sign and date below.



2.14.2022

Applicant's Signature

Date

Property Owner's Signature (if not the applicant)

Date

JAMES J.
CALMES
◆ AND SONS, INC. ◆

February 9, 2022

Handy Equipment Rentals, LLC
Attention: Tyler Jauquet
308 N. Military Ave.
Green Bay, WI 54303

Re: Proposal for exterior finishes rework

	L\$	M\$	total
Demolition	\$ 2,865.14	\$ -	\$ 2,865.14
Fasteners	\$ -	\$ 649.57	\$ 649.57
Insulation	\$ 629.68	\$ 800.13	\$ 1,429.81
2X4 and cedar siding and trim	\$ 7,470.66	\$ 8,517.00	\$ 15,987.66
Electrical LED lighting	\$ 3,370.75	\$ 3,879.88	\$ 7,250.63
(3) 6x6 windows	\$ 1,862.11	\$ 5,780.61	\$ 7,642.71
(3) 10x10, (1) 12x12 OHD	\$ 1,931.16	\$ 8,480.72	\$ 10,411.88
Cost ADD to provide full vision on the 10x10 OHD's	\$ -	\$ 3,686.76	\$ 3,686.76
Cot to add full vision in the 12x12 OHD	\$ -	\$ 1,463.00	\$ 1,463.00
Paint	\$ 6,261.64	\$ 725.65	<u>\$ 6,987.29</u>
			\$ 58,374.45

Todd Wendt,
Project Manager

Proposal

Replying to subject inquiry, we are pleased to quote as follows; and unless otherwise agreed in writing, the conditions constitute a part of the quotation.

HANDY EQUIPMENT RENTALS
GREEN BAY, WI.

01/20/22
RE: DOOR REPLACEMENT

ATTN: TYLER JAUQUET 920-510-9272
EMAIL: HANDYEQRENTS.COM

TERMS: 50% DEPOSIT REQUIRED, BALANCE DUE AT TIME OF COMPLETION

WE PROPOSE TO **FURNISH & INSTALL** THE FOLLOWING:

- 2 – 3071 18 GAUGE HOLLOW METAL DOOR w/24"x 30" TEMPERED INSULATED GLASS – PRIMED ONLY
- 2 – MORTISED CONTINUOUS GEAR HINGES – ALUMINUM FINISH
- 2 – ND LEVER LOCK, ENTRY FUNCTION – 626 FINISH
- 2 – LATCHGUARD – US32D FINISH
- 2 – 8"x 34" KICK PLATE – US32D FINISH
- 2 – OVERHEAD DOOR CLOSERS – ALUMINUM FINISH
- 2 – SET OF WEATHERSTRIP & LONG SWEEPS
- ** RE-USE EXISTING THRESHOLDS **

SUM OF \$5,969.00 FOR MATERIAL, TAX INCLUDED / \$950.00 FOR LABOR

NOTES:

1. HOLLOW METAL PRODUCTS TO BE PRIMED ONLY – FINAL PAINTING BY OTHERS
2. KEYING INFORMATION, IF NEEDED, PROVIDED BY OWNER
3. QUOTE IS BASED ON RE-USING EXISTING STRUCTURAL TRANSOM FRAMES
4. QUOTE DOES NOT INCLUDE ANY WORK ON THE TRANSOMS OF EXISTING FRAMES

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR NEEDS.

TRI CITY GLASS & DOOR

Anton Wingstedt

ANTON WINGSTEDT - PROJECT MANAGER

CC: STEVE WOOD – COMMERCIAL SALES ASSOCIATE

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for project.

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the above signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Date of Acceptance: _____

Signature: _____



Façade Elevation and Inspiration

308 N Military Avenue
Green Bay, WI 54303



Existing Condition





Rendering From SW Corner





Rendering From Military Avenue





Rendering From Dousman Street





Photo: Yoshiharu Matsumura
Architect: Tadashi Suga

Siding Inspiration

Look At Time Of Install





Photo: Bates Masi Architects
Architect: Paul Masi – Bates Masi Architects

Siding Inspiration

Look After Weathered



Trim & Contrast Inspiration

Black Framed Windows And Black Trim in Slim Profile Against Natural Wood





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 12, 2022

PREPARED BY

Erin Rovinski, Staff

AGENDA ITEM # E.8

Consideration with possible action on a Commercial Facade Building Materials Grant request from Cole Ductan for enhancements to 126 S Broadway (Parcel 3-1300).

BACKGROUND

Cole Ductan, owner of Bay Area Burger Co., submitted a Commercial Facade Building Materials Grant Application for improvements to the first story of 126 S. Broadway. A new restaurant, Bay Area Burger, will soon be opening on the first floor. The project is to replace the awning, hang a new sign, and paint the trim.

The design review committee reviewed and scored the application, and recommends awarding the applicant \$8,110.00. The federally required environmental review has been completed.

RECOMMENDATION

Approval of \$8,110.00 Commercial Facade Building Materials Grant to Cole Ductan.

FISCAL IMPACT

If awarded, an \$8,110.00 grant would leave a balance of \$67,411.12. If both Commercial Facade Building Materials Grant requests on today's agenda are awarded, the balance would be \$28,258.93.

ATTACHMENTS

- I. 126 S Broadway Facade Application



Grant Application Commercial Façade Building Materials

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax

A. Applicant Information				
Building Owner: cole ductan				
Contact Name: cole ductan		[REDACTED] [REDACTED]		
[REDACTED] [REDACTED]				
[REDACTED] [REDACTED]		[REDACTED] [REDACTED]		
[REDACTED] [REDACTED] [REDACTED]				

B. Building Information				
Building Name: Bay Area Burger Co				
Address: 126 s broadway suite 1				
No. of Stories: 2			No. of Primary (street facing) Facades: 1	
Space Allocation:	Retail % 50	Office %	Residential % 50	Other %

C. Proposed Project	
Describe proposed project in detail. This narrative should correspond with the building materials proposed in Section E.	
LED logo hanging sign added to front, new awning installed, window outlining painted black, business information decals on door and under windows.	
Project Start Date: asap	Project End Date: 2 weeks from start date
Explain why Commercial Façade Building Materials Grant Funds are needed to complete the project. Would improvements be made without the assistance or to a lesser degree?	
i am doing a complete build out of the building to turn into green bays newest restaurant/bar. the process has been very expensive to do so but im willing to put in the time and money to make the look and feel of this new addition to green bays downtown one of a kind and something that will get the entire town talking! it is going to be something very unique to add to all the improvements being made in this district currently.	
The improvements will be done to the best of my capabilities without the funding.	

D. Funding Procedures

Grant funds will be provided in the form of reimbursement. Reimbursements will only be issued after the applicant or their contractor submits paid receipts of eligible building material costs. Applicants are eligible to receive 50% reimbursement of approved costs prior to the completion of construction or material installation. The remaining 50% of costs shall be reimbursed only upon completion of construction/installation and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the recipient is unable to verify compliance with all applicable policies, procedures, or laws. The City of Green Bay requires proof of payment before reimbursement. Project must begin within three (3) months of approval date and must be completed nine (9) months after the project begins.

E. Summary of Proposed Grant-Eligible Building Materials and Costs

Proposed Material	Brand or Series	Cost Estimate (attach suppliers' estimates)
		\$4,860
		\$3,000
Total:		\$8,110

F. Summary of Proposed Non-Eligible Project Costs

Proposed Cost Description	Cost Estimate
Total:	

G. Façade Design

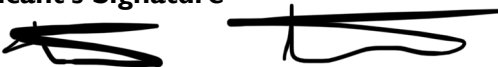
Attach a building elevation plan or rendering prepared by an architect, contractor, or designer.

H. Signature

The applicant and property owner must sign and date below.

Cole Ductan

Applicant's Signature



Property Owner's Signature (if not the applicant)

03/21/2022

Date

Date



Creative Sign Company Inc.

505 Lawrence Dr
DePere, WI 54115
Phone: 920.336.8900
creativesigncompany.com

Proposal

CLIENT: Bay Area Burger Co.

LOCATION:

Proposal #: 20928

Proposal Date: 02/21/2022

Page 1 of 2

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	AWN-1 Option A: Remove & dispose of existing awning. Produce and install new non illuminated awning. #D19692 Page 1.		1	\$5,384.50 /EA
2	AWN-1 Option B: Remove & dispose of existing awning. Produce and install new slotted awning. #D19692 Page 1.2 Remove and Dispose of Existing: \$300.00 Awning: \$4,860.00 Installation: \$850.00		1	\$6,010.00 /EA
3	FLG-1 Produce and install new LED illuminated flag-mount sign mounted with 3" pipes and fittings. #D19692 Page 2. 5 year pars & 2 year labor warranty. Cabinet: \$3000 Install: \$360.00		1	\$3,360.00 /EA
4	VYL-1 Produce and install white cut vinyl graphics to door window. Remove & dispose of existing awning. #D19692 Page 3.		1	\$110.00 /EA
5	BUS-1 Produce and supply (250) double-sided business cards. Free with sign purchase.		1	\$0.00 /EA

505 LAWRENCE DR. DE PERE, WI 54115
920.338.8900 CREATIVESIGNCOMPANY.COM

CLIENT: BAY AREA BURGER CO.
LOCATION: 125 S. BROADWAY GREEN BAY, WI
DRAWN BY: TIMOTHY P
SALESPERSON: KELSY H
DATE: 02/18/22
DESIGN #: D19692
PAGE: 1.2

REVISION LOG:	INTL	DATE	DESCRIPTION
TP	02/23/2022	ADD OPTION	

AWNING

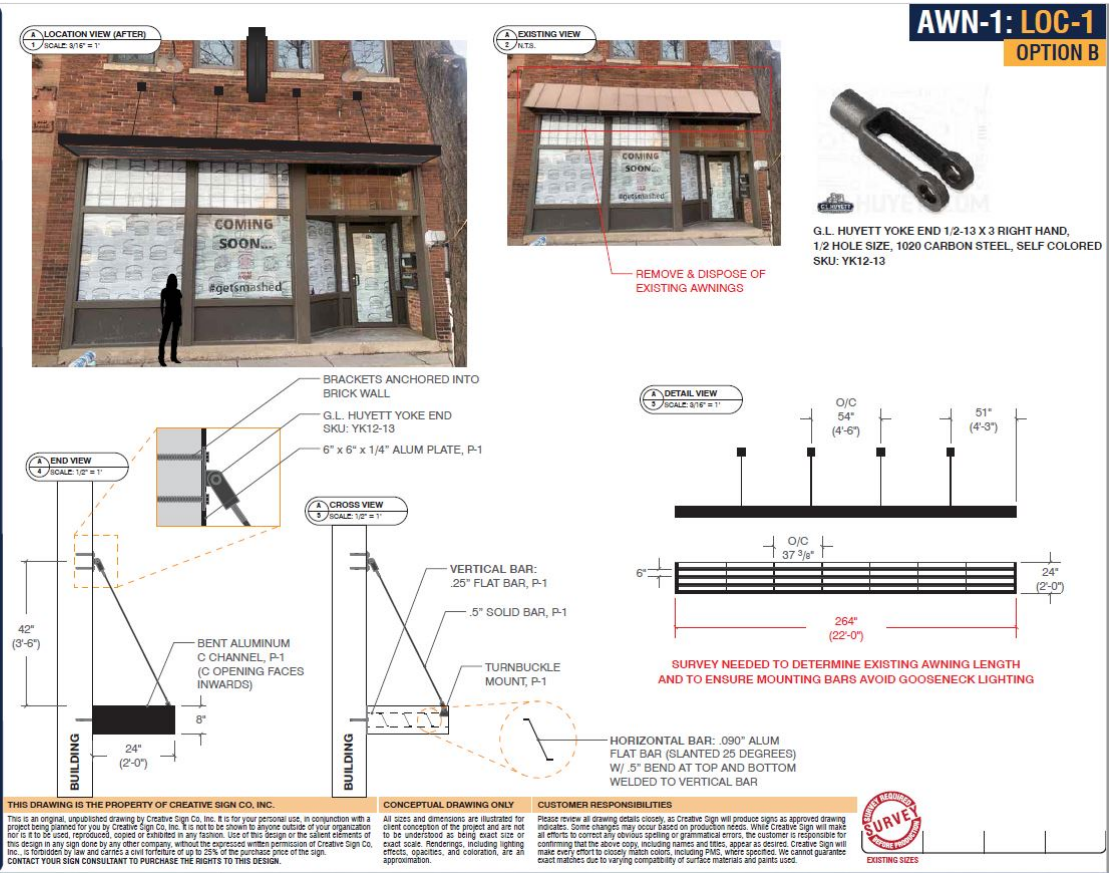
QUANTITY: 1
LIGHTING: NON-ILLUMINATED
FRAME: BENT ALUM C CHANNEL (8"H X 2"D)
VERTICAL BAR: .25" FLAT BAR
HORIZONTAL BAR: .090" FLAT BAR (SLANTED)
STYLE: SLOTTED
PROJECTION: 24"
MOUNTING: FLUSH TO BUILDING AS SHOWN
INSTRUCTION: PRODUCE AND INSTALL AS SHOWN.

COLORS:

■ P-1 BLACK

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

SIGNATURE DATE



505 LAWRENCE DR. DE PERE, WI 54115
920.338.8900 CREATIVESIGNCOMPANY.COM

CLIENT: BAY AREA BURGER CO.
LOCATION: 125 S. BROADWAY GREEN BAY, WI
DRAWN BY: TIMOTHY P
SALESPERSON: KELSY H
DATE: 02/18/22
DESIGN #: D19692
PAGE: 2

REVISION LOG:	INTL	DATE	DESCRIPTION
---	00/00/0000	DESCRIPTION	

FLAGMOUNT SIGN

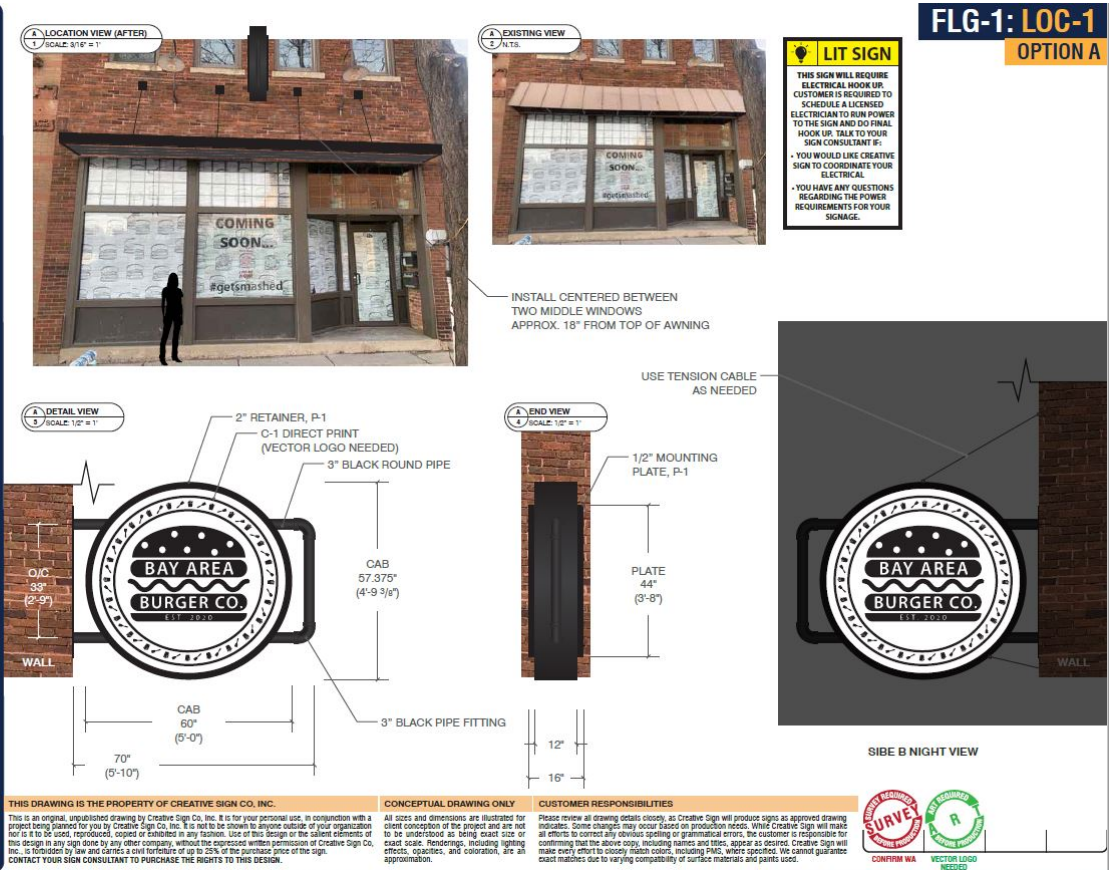
QUANTITY: 1
SIDES: D/F
LIGHTING: LED (WHITE)
CABINET: FABRICATED ALUM (12")
RETAINER: 2"
FACES: LEXAN
FRAME: 3" PIPES & PIPE FITTINGS
GRAPHICS: DIRECT PRINT, 1ST SURFACE W/ MATTE LAM
MOUNTING: FLAGMOUNT TO WALL W/ 1/2" PLATE (USE TENSION CABLE TOP AND BOTTOM AS NEEDED)
INSTRUCTION: PRODUCE & INSTALL

COLORS:

■ C-1/P-1 BLACK
□ C-2 WHITE

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

SIGNATURE DATE



AWN-1: LOC-1 OPTION B

FLG-1: LOC-1 OPTION A

LIT SIGN

THIS SIGN WILL REQUIRE ELECTRICAL HOOK UP. CUSTOMER IS REQUIRED TO SCHEDULE A LICENSED ELECTRICIAN TO RUN POWER TO THE SIGN AND DO FINAL HOOK UP. TALK TO YOUR SIGN CONSULTANT IF:

- YOU WOULD LIKE CREATIVE SIGN TO COORDINATE YOUR ELECTRICAL
- YOU HAVE ANY QUESTIONS REGARDING THE POWER REQUIREMENTS FOR YOUR SIGNAGE.



Landlord/tenant Consent Form

This agreement is between the property owner Jessy Geurts - Urban Concepts, LLC and the tenant Cole Ductan - Bay Area Burger Co. for the building at 126 S Broadway, Green Bay, WI 54301

The agreement shall allow for changes and improvements the tenant intends to make to the facade of the building.

The landlord is in no way obligated or financially responsible for any renovations and improvements that the tenant intends to execute and complete.

I, Jessy Geurts, the property owner of the
(Property Owner)

property located at 126 S Broadway St, Green Bay, WI, 54301, do hereby
(Address)

grant Cole Ductan permission to make the changes mentioned in the
(Tenant)

Facade Grant Application (see sketch) at the property listed above.

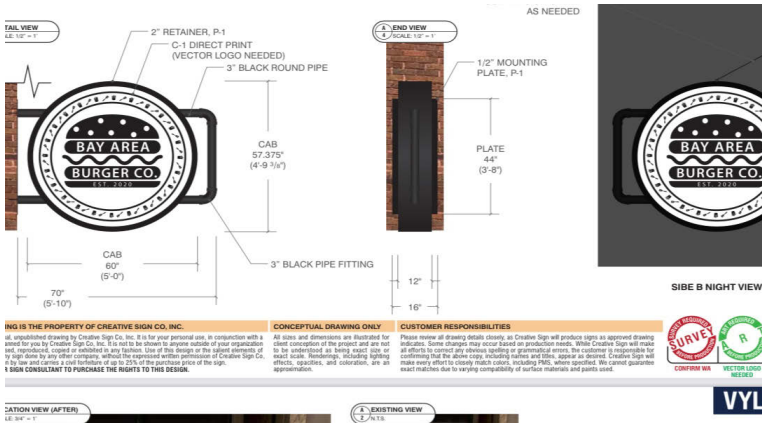


Signature

Print Name

3) 23) 22

Phone Number





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

MEETING DATE

April 12, 2022

PREPARED BY

Will Peters

AGENDA ITEM # E.9

Consideration with possible action on the intent to award Community Development Block Grant: Homelessness Activities RFP #2022-02 to House of Hope Green Bay, Inc. a grant for the sum of \$58,000.00.

BACKGROUND

The City's Purchasing Department, along with the City of Green Bay's Community and Economic Development Department, conducted a RFP (Request for Proposal) from qualified organizations to provide activities/services for homelessness in the Green Bay area according to RFP #2022-02 in compliance with state, local, and federal regulations. We received three proposals. Staff assembled a review committee comprised of three City staff and one member of the Redevelopment Authority (RDA) to review and score the proposals. Of the three proposals, House of Hope Green Bay, Inc. scored the highest. Staff is recommending the RDA award \$58,000.00 to the highest scoring proposal, House of Hope Green Bay, Inc.

RECOMMENDATION

Staff recommends awarding \$58,000.00 of Community Development Block Grant funds to House of Hope Green Bay, Inc.

FISCAL IMPACT

ATTACHMENTS

1. #2022-02 Intent to Award Notice
2. RFP #2022-02 Homelessness-Blank



March 18, 2022

RE: Notice of Intent to Award Community Development Homelessness Activities Block Grant – RFP #2022-02

The City's Purchasing Department along with City of Green Bay's Redevelopment Authority conducted a RFP (Request for Proposal) from qualified Organizations to provide activities/services for Homelessness in the Green Bay area according to RFP #2022-02 in compliance with state, local, and federal regulations. We received three Proposals. As a result of the RFP, we are requesting approval to make the following award:

- Recommendation to award House of Hope Green Bay, Inc. a grant for the sum of \$58,000.

This recommendation will be brought for approval before the Redevelopment Authority meeting on Tuesday April 12 at 1:30 pm. This meeting is open to the public via Zoom or in person. If you plan to attend, please confirm the Zoom information, date, time and room prior to the meeting by visiting our website, www.greenbaywi.gov. For your reference, a copy of the proposal summary is attached.

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

CITY OF GREEN BAY
Diane Kruse, Buyer CPM, C.P.I.M.

Attachment

March 18, 2022

TO: Redevelopment Authority

FR: Diane Kruse, Buyer

RE: **Community Development Block Grant – Homelessness Activities – RFP #2022-02 Award Recommendation Report**

Cc: Assistant Director, Cheryl Renier-Wigg

RFP Scope /Objectives	The City of Green Bay and Redevelopment Authority requested proposals from qualified Organizations to provide activities/services for Homelessness for individuals residing in the City of Green Bay. The primary goal of this RFP was to find an Organization to provide the following types of homelessness activity/services: • Engage homeless individuals and families living on the street. • Improve the number and quality of emergency shelters for homeless Individuals and families • Provide essential services to shelter residents • Prevent families and individuals from becoming homeless.
Timelines:	January 24, 2022 – Issued formal RFP February 23, 2022 – Due date for responses. Organizations that responded: House of hope Green Bay, Inc. Legal Action Newcap March 3, 2022 – Evaluation Team reviewed and evaluated Organization’s responses March 11, 2022 –Award Recommendation Posted on demandstar. April 12, 2022 – Request to Award Recommendation presented to Redevelopment Authority.
Proposal Evaluation	This RFP was advertised/posted on bid website vendornet, demandstar.com where it was broadcast to numerous potential Organizations; along with this it was emailed to City of Green Bay Organizations that were qualified to submit a Proposal. We received three proposals and reviewed and evaluated all submitted proposals. The Evaluation team consisting of three evaluators where we did Consensus Scoring for each Organization.
Scoring:	Refer to attached RFP Scoring Sheet
Recommendation	The evaluation committee recommends the Grant funds to be awarded to House of Hope Green Bay, Inc. for \$58,000.

City of Green Bay
Homelessness RFP #2022-02
CONSENSUS SCORING
TEAM EVALUATION MEETING: March 3, 2022

CDBG - Homelessness
RFP #2022-02
ISSUED: 1/24/2022 DUE: 2/23/2022
CC: 95200
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score House of Hope Green Bay, Inc.	-----> Legal Action of Wisconsin	-----> Newcap
20	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.	15	15	15
15	Organization Capacity- Previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herewith in, services your Organization provides, number and location of facilities, organizational chart and number of employees.	15	15	15
40	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.	35	32	30
15	Budget - Cost of additional funds needed above the Grant Money given herewith in to complete this Activity/ Service.	15	15	15
10	Staff Qualifications – List of employees with titles and resumes attached.	10	10	10
100	TOTAL ALL CATAGORIES	90.00	87.00	85.00

RECOMMENDATION: Award \$58,000 to House of Hope Green Bay, Inc. the Organization that scored the highest points per their Proposal submittal.



CITY OF GREEN BAY REQUEST FOR PROPOSAL



RFP #: 2022-02

Title: Community Development Block Grant Homelessness
Activities

City Agency: City of Green Bay Redevelopment Authority

Due Date: February 23, 2022, 2:00 PM CT

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

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REQUIRED CONTENT BESIDES ABOVE FORMS: **PROPOSAL CONTEXT PER TABS 1-4.**

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 Homelessness Activities.

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:	1/24/2022
Questions Due Date:	2/7/2022
Addendum Posted Date:	2/8/2022
Due Date:	2/23/2022
Evaluation Team Meeting:	2/28/2022

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. Must include an electronic version of your proposal on USB flash drive or CD unless you are submitting electronically on demandstar.

Complete and return Forms A through F including your proposal Tabs 1-4, with your Proposal submittal to City of Green Bay Purchasing Department by 2/23/2022, by 2:00 PM CT.

1.4 Labeling

All Proposals must be clearly labeled:

Proposer's Name and Address RFP #: 2022-02
Title: CDBG Homelessness Activities
Due:

Delivery of electronic copy to:

via eBidding platform on DemandStar (see section 1.12)
or on a commonly used media with the hard copies. Emailed or faxed bids will not be considered.

All email correspondence must include RFP #2022-02 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
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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 two distribution networks – 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
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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.
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- 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
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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.

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	20
Organization Capacity	15
Impact in the Community	40
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 or 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 Award

Unless otherwise noted, it will be assumed that Proposers will accept an award for all or part of the dollar amount.

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- Additional Cost of Funds Needed (above the \$58,000)

Purchasing will score the cost proposals by prorating with the lowest additional cost of funds needed if any (above the \$58,000 given per this RFP). The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest 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 \$58,000 is sufficient to complete the activity, then you would enter zero (\$0) dollars in Additional Cost of Funds needed to complete this activity.

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

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 the 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

The City of Green Bay is an Entitlement Community that receives Community Development Block Grant (CDBG) funding annually. The primary objective of these funds is to develop viable urban community, by providing decent affordable housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.

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 \$58,000.00 of these CDBG funds to assist with activities that will prevent, support homeless needs in the City of Green Bay. Funds may be used for a range of eligible activities that prevent or support homeless needs. 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 and 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 homelessness activities:

- Engage homeless individuals and families living on the street;
- Improve the quality of emergency shelters for homeless individuals and families;
- Provide essential services to shelter residents;
- Prevent families and individuals from becoming homeless.

The Activity must address a community homelessness need.

- Proposals shall provide a clear and concise description of the activity.
- 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. It is the City’s intention to award this Proposal to one vendor. 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.	20
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.	15
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.	40
Budget - Cost of additional funds needed besides the \$58,000 Grant Money given herein to complete this Activity/ Service. (If the \$58,000 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
- 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.

2.6 Indemnification Requirements

For the purpose of use of CDBG funds disbursed to SUBRECIPIENT pursuant to this Agreement, SUBRECIPIENT hereby agrees to indemnify, defend and hold harmless the RDA, 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 SUBRECIPIENT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the RDA, 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 RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

SUBRECIPIENT shall reimburse the RDA, 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 SUBRECIPIENT employs other persons, firms, corporations or entities as part of the work covered by this Agreement, it shall be SUBRECIPIENT'S responsibility to require and confirm that each third party enters into an Indemnity Agreement in favor of the RDA, 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.

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

PROPOSAL CONTENT PER TABS 1-4 LISTED

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 address the homeless need in Green Bay.
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 <i>upon request</i>. 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 #: 2022-02

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 #:2022-02

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
PROPOSAL CONTEXT PER TABS 1-4		N/A
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFP #: 2022-02

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 #: 2022-02

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 #: 2022-02

This form must be returned with your response.

Item No.	DESCRIPTION OF ACTIVITY	Budget - Cost of additional funds needed besides the \$58,000 Grant Money given herewith in to complete this Activity/ Service. (If the \$58,000 is sufficient to cover the entire activity enter zero (0) in the cell below.). Proposal cost will be scored on the basis of that which provides the best overall value to the City.

Questions:

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

2. Question 2

Yes_____ No_____

3. Question 3

Yes_____ No_____

4. Question 4

Yes_____ No_____

If yes, please explain:

COMPANY NAME _____



Form F: References

RFP #:2022-02

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 those 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. Refer to insurance requirements herewith in.
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

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: i:\deptdata\finance\purchase\quote summaries\2022\2022-02 homelessness rfp\rfp #2022-02 homelessness.docx



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

MEETING DATE

April 12, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.10

Consideration with possible action on HOME funding request in the amount of \$23,500.00 from Greater Green Bay Habitat for Humanity to build a home at 321 Lau Street.

BACKGROUND

Greater Green Bay Habitat for Humanity has submitted a HOME funding application requesting gap funding in the amount of \$23,500.00 to construct a four (4) bedroom, two (2) bathroom affordable, single family home at 321 Lau Street.

This lot is located in the City of Green Bay in a neighborhood that has predominately 2 or 1-1/2 story homes. It is difficult for Habitat to construct these higher-level homes due to the liability of volunteers working on ladders at higher levels. Because of this, Habitat subcontracts out the construction of the roof. The roof, as well as the overall increase in construction costs and other expenses associated with this project, creates extra costs for the project and creates a gap in financing. Habitat sells homes to LMI individuals and families at affordable prices, which helps the City meet its need to provide this housing as described in our Housing Study.

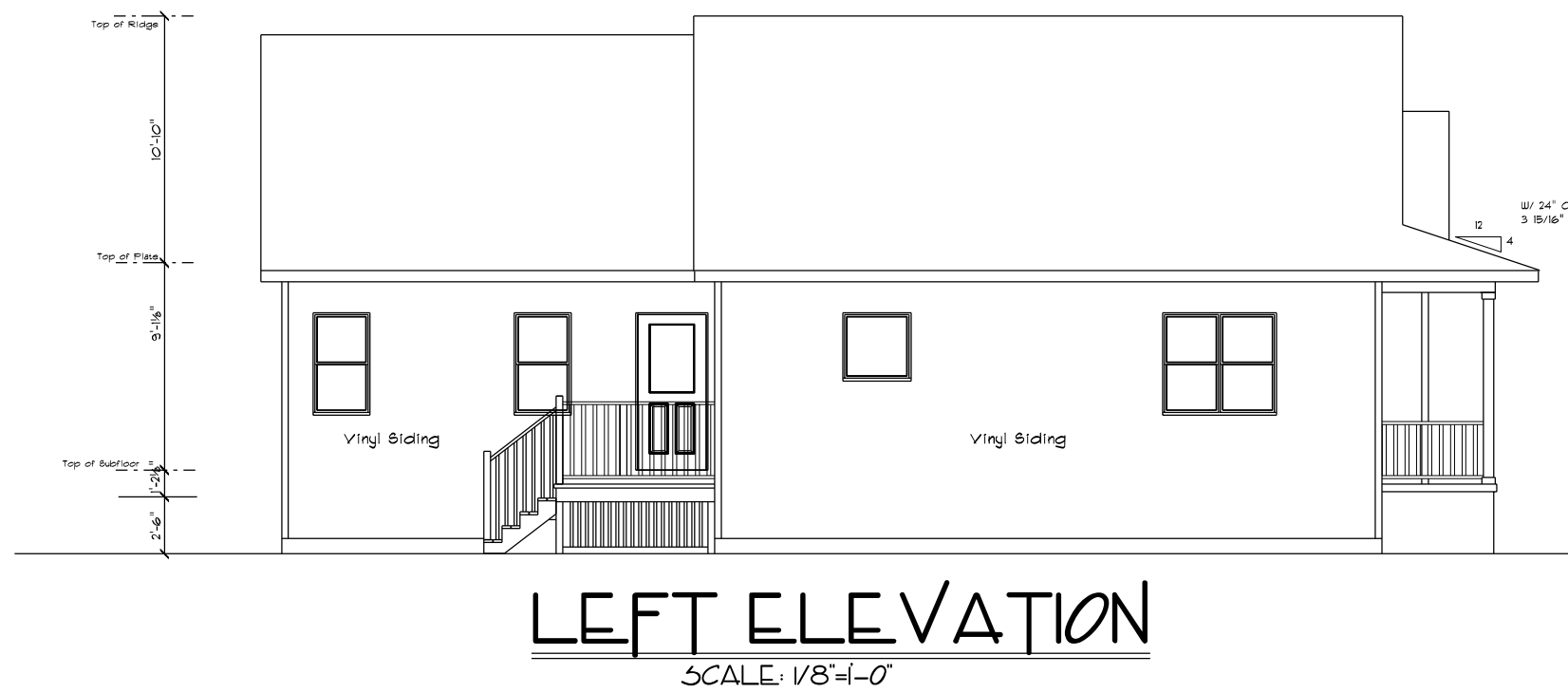
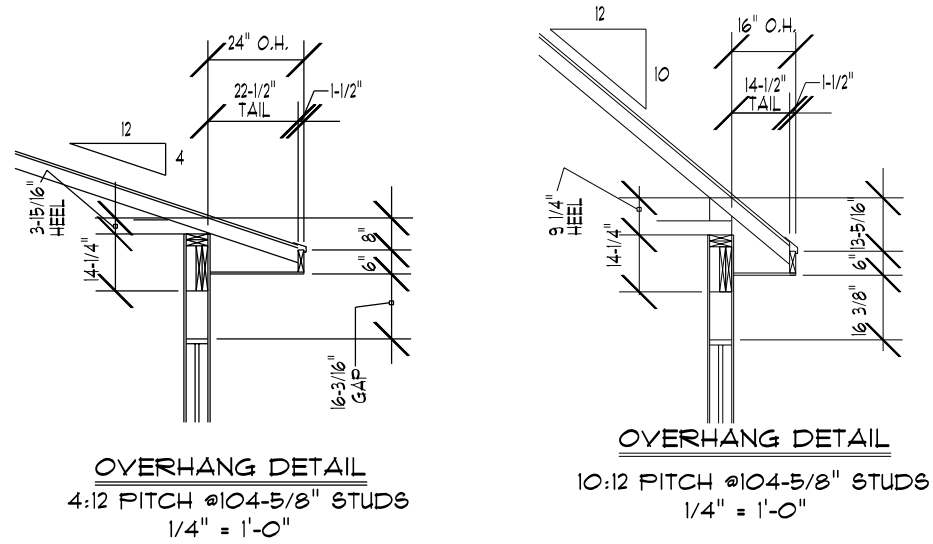
Staff has reviewed the application and recommends the award of \$23,500.00 in gap funding to support this build and make the home affordable.

RECOMMENDATION

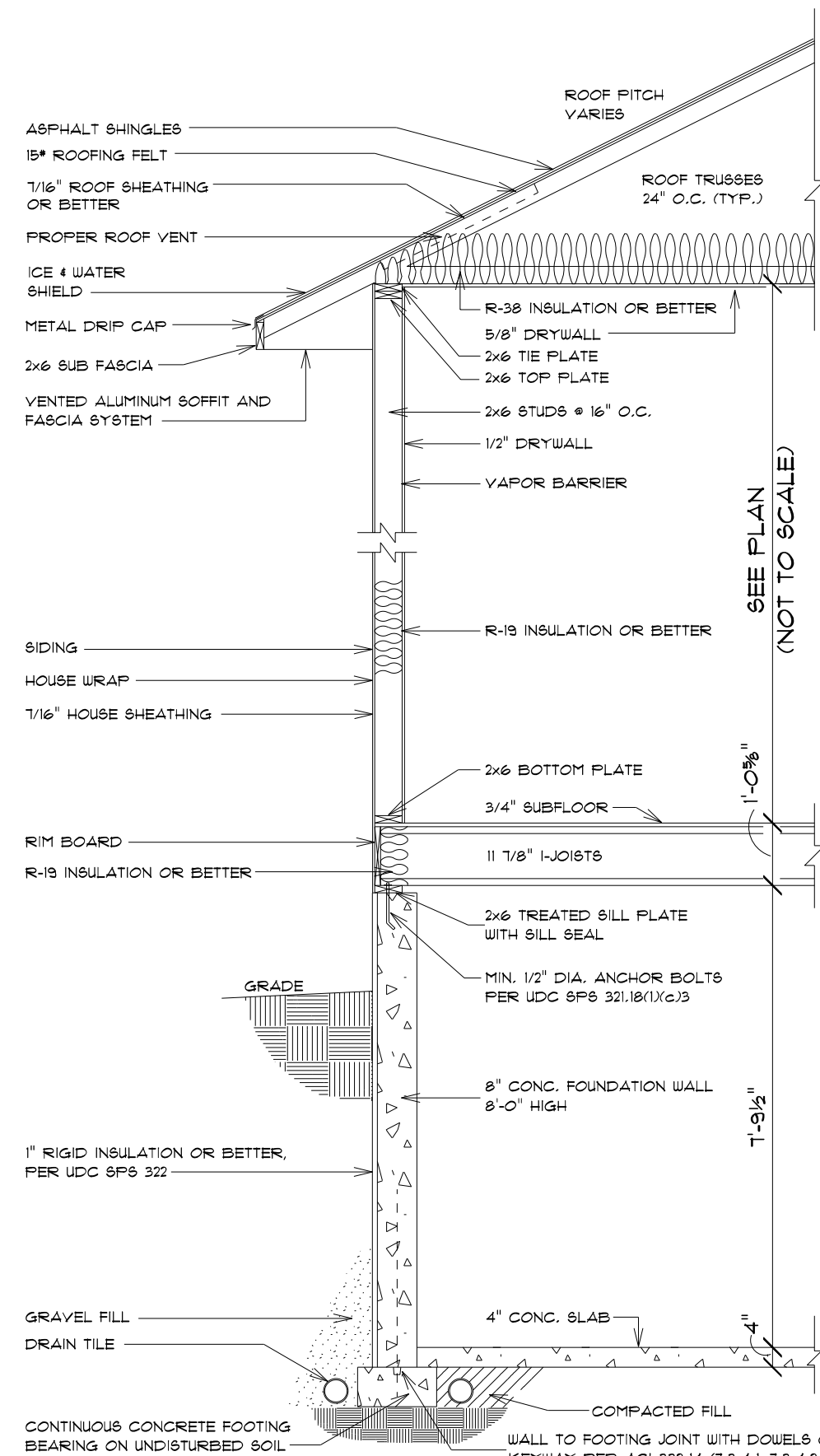
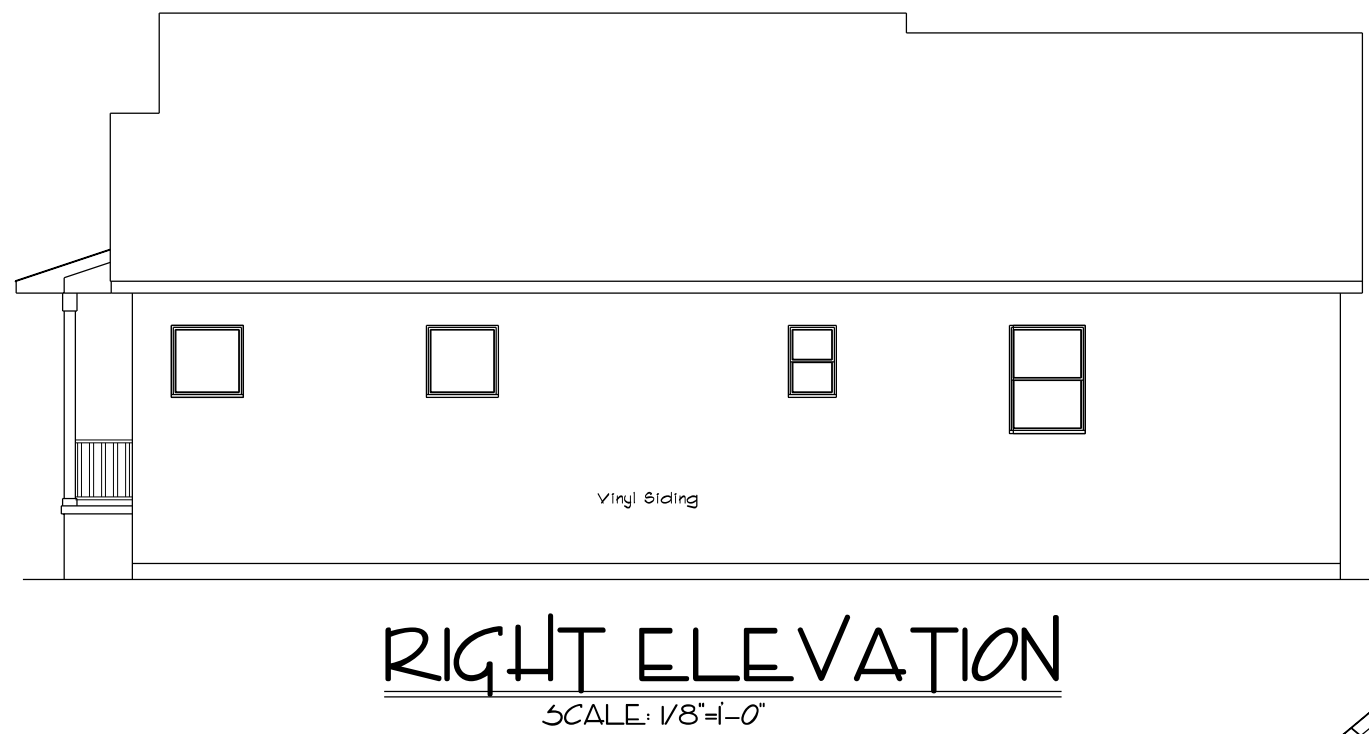
Approve the HOME funding request in the amount of \$23,500.00 from Greater Green Bay Habitat for Humanity to build a home at 321 Lau Street.

FISCAL IMPACT**ATTACHMENTS**

1. Lau Blueprint
2. Copy of 321 Lau Budget



SQUARE FOOTAGE:
FIRST FLOOR: 1148
FINISHED BASEMENT: 648
COVERED PORCH: 53



CUSTOM DESIGNED FOR:			
GREATER GREEN BAY - HABITAT FOR HUMANITY			
JOB NAME: 1403 Elm St.		REVISIONS:	
DATE: 9-3-2020		5-14-2021	
DRAWN BY: MARY JO KITTELL		20-418-R	
PLAN #:		(BASED OFF OF	
		PLAN #1373-R)	

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

OFFICE:
11930 LARSEN ROAD
GREEN BAY, WI 54303
PHONE (920)456-5080
FAX (920)454-9510

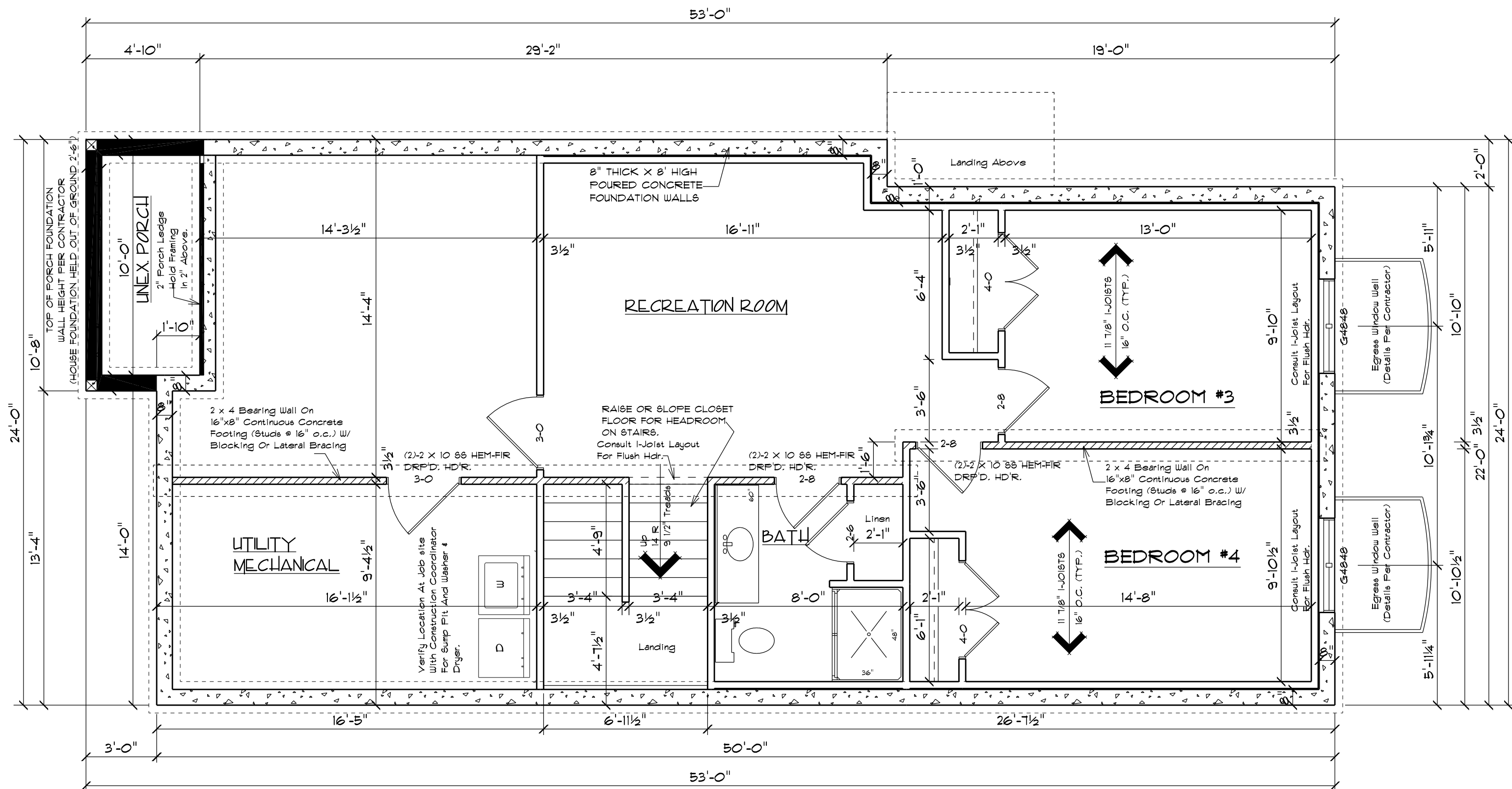
COMPONENTS:
115 MORRIS TERRACE
GREEN BAY, WI 54303
PHONE (920)456-5054
FAX (920)456-9215

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54301-0001

Wisconsin
BUILDING SUPPLY

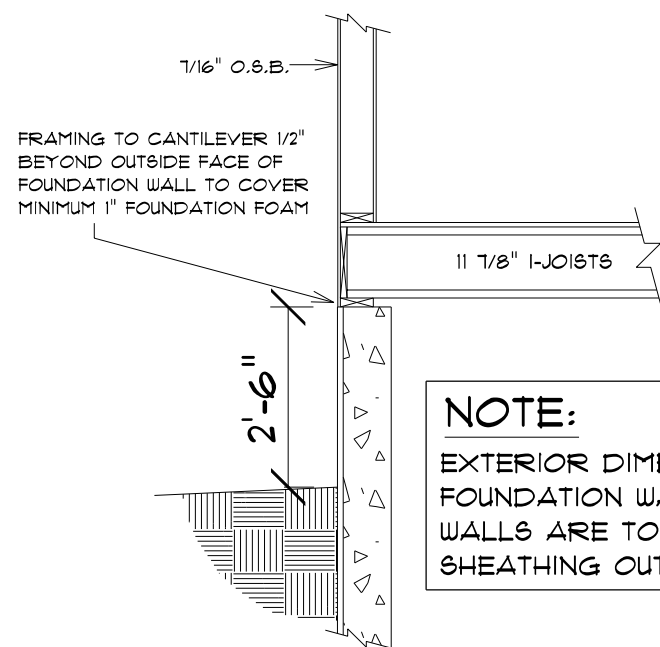
COPYRIGHT NOTE:
Original Concept Design By City Of Green Bay
Dept. Of Community And Economic Development Which
Approved Unlimited Modifications And Reproduction
Of Design Applied To City Of Green Bay Lots.





FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
8'-0" FOUNDATION WALL HGT.



BOX SILL DETAIL
SCALE: 3/8" = 1'-0"

NOTE:

EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION WALLS. EXTERIOR FRAMED HOUSE WALLS ARE TO BE HELD OUT 1/2" TO FLUSH WALL SHEATHING OUT WITH 1" FOUNDATION FOAM

SQUARE FOOTAGE:

FIRST FLOOR: 1148
FINISHED BASEMENT: 648
COVERED PORCH: 53

PLAN SPECIFICATIONS:

• THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8" X 8'-0" POURED CONCRETE
PORCH FOUNDATION:
8" POURED CONCRETE, REMAIN BELOW FROST LINE
HOUSE EXTERIOR:
FIRST FLOOR: 2 X 6 X 9'-1 1/8", STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 X 4 X 9'-1 1/8", STUDS @ 16" O.C.
- TALL WALLS ARE EXTERIOR WALLS WITH STUDS
- TALLER THAN 10'-0" AND NEED TO BE DESIGNED
BY ENGINEERED WOOD PRODUCTS SUPPLIER
- TAPERED WALLS ARE TO BE FRAMED TO
UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:

BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 9/16" - 13 TREADS @ 9 1/2"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
11 1/8" I-JOISTS @ 16" O.C.
STD. LOADING (PER SQ. FT.):
40* LL, 10* DL
ADDITIONAL LOADING (PER SQ. FT.):
10* TCCL FOR TILE FLOOR
25* TCCL FOR GRANITE
DEFLECTION: LLL/480 DL/1240
DURATION OF LOAD: 1.00*
- FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS
TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH
HEADERS & BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30* TCCL, 10* TCCL, 10* BCCL
DEFLECTION: LLL/240 DL/180
DURATION OF LOAD: 1.15*
- FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO
VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND
THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT
ANCHORING REQUIREMENTS

HEADERS:

- STD. HEADERS: (2) 2X12 HEM-FIR SELECT STRUCTURAL
- TOP OF WINDOW R.O.S.: 6'-10 1/8"
- FIRST FLOOR @ 6'-10 1/8" ABOVE SUBFLOOR
- MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL
OPENINGS 6'-0" AND LARGER

WINDOWS:

- ALLIANCE, VINYL, SINGLE HUNG
- MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT
R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY
THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:

FOUNDATION BY THE GENERAL CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES WATER HEATER
SUMP PIT & PUMP FURNACE
- BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS
IF NOT NOTED ON THE FOUNDATION PLAN
- POURED CONCRETE FOOTINGS TO BEAR ON
UNDISTURBED SOIL BELOW THE FROST LINE
- STEEL COLUMNS TO SUPPORT 12,000*
- INTERIOR BEARING WALLS TO SIT ON CONTINUOUS
CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING
OR LATERAL BRACING
- ASSUMED SOIL CAPACITY IS 3,000 PSI, FTG SIZES
MUST BE ADJUSTED FOR VARYING SITE DETERMINED
SOIL CONDITIONS
- CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE
TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW
STANDARDS PER SP6 320.24, THE MOST RESTRICTIVE
STANDARDS OF SP6 312.15 - SP6 321.18-B, ACI 318-14,
AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT,
IF NEEDED, MUST BE FOLLOWED.
MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY
DEVIATION FROM THE THICKNESS SHOWN ON THE PLAN IS
THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR
AND/OR THE GENERAL CONTRACTOR
- ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST
BE PRESSURE TREATED LUMBER AS PER W/ SP6 321.10
- DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN
FOUNDATION WALLS AND LOCATION OF WINDOW WALLS TO
BE DETERMINED ON SITE BY GENERAL CONTRACTOR
- FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT
LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S)
AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE
FOUNDATION WALLS BELOW
- PLAN IS DRAWN ACCORDINGLY FOR 2 3/4" CASING
- ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
- BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
- FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE
AND GARAGE (SEE CODE FOR DETAILS)
- ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT
CABINET DESIGNER/ PROVIDER FOR EXACT SIZES
AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

COPYRIGHT NOTE:

Original Concept Design By City Of Green Bay
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IMPORTANT NOTE:

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PHONE (920)456-5054
FAX (920)456-1215

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54301-0001
Wisconsin
BUILDING SUPPLY

CUSTOM DESIGNED FOR:
GREATER GREEN BAY - HABITAT FOR HUMANITY

JOB NAME: 1403 Elm St.	REV(S)ING: 5-14-2021
DATE: 9-3-2020	
DRAWN BY: MARY JO KITTELL	
PLAN #:	20-418-R
(BASED OFF OF PLAN #1173-R)	

Greater Green Bay Habitat for Humanity

Job Cost Detail

321 Harvey Street, Green Bay

4 bedroom, 2 bath home

Service / Supplies	Cost
Labor and setting trusses and sheating for the roof	\$ 5,000.00
Roofing materials (steep pitch)	\$ 1,000.00
Additional roofing labor (steep pitch)	\$ 3,500.00
Finished rec room materials cost (cannot in good faith, finish the basement bedroom and bathrooms without finishing the rec room, based on the floor plan.	\$ 6,000.00
Contractor fees	\$ 3,500.00
Additional concrete based on layout needs for garage	\$ 2,000.00
Additional mechanical and plumbing materials / labor based on the layout of the home	\$ 2,500.00
Total funding requested	\$ 23,500.00



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

MEETING DATE

April 12, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.11

Consideration with possible action to approve a six-month planning option to Journey to Adult Success (JAS) for the development of housing for foster and at-risk young adults at 100 S and 110 S Baird Street and 1368 E Walnut Street.

BACKGROUND

The vacant land located at 100 S and 110 S Baird Street, along with 1368 E Walnut Street, was purchased in November 2012 using CDBG funds for the development of low/medium density housing. Staff recently received a proposal from Journey to Adult Success (JAS) for a six-month planning option.

This proposal is for the development of three townhomes with two units having two bedrooms, two baths each, and the third unit having five bedrooms, two baths. JAS is offering \$500.00 for all three lots with construction to begin late fall of 2022.

JAS has been working with and housing foster and at-risk young adults since 2015. While building a community of support around them, they also provide housing and programming to encourage independence and success. This development (JAS 2) would have special programming to help facilitate their further transition to full independence.

JAS would like a six-month option so that they may pursue a capital campaign to fund this development. These parcels were purchased with CDBG funding, so there may be CDBG restrictions placed on this development in the future.

Staff is recommending the approval of a six-month planning option.

RECOMMENDATION

To approve a six-month planning option to JAS for the development of a triplex for housing foster and at-risk young adults at 100 S and 110 S Baird Street and 1368 E Walnut Street.

FISCAL IMPACT

ATTACHMENTS

1. Baird and Walnut - JAS House proposal
2. Map-JAS House



Journey to Adult
Success

PO Box 11301

Green Bay, WI 54307

w: journeytoadultsuccess.org

e: ewhite@journeytoadultsuccess.com

p: 920.609.5071

Board of Directors

Rachel Cloud
Barb Hoffman
Cody Mares
Laurie Murphy
Thomas Verbrick

March 28, 2022

Mr. Will Peters and Ms. Ronda Bitney
Neighborhood Development and Real Estate
Community and Economic Development
City of Green Bay

Dear Will and Ronda,

We hope this letter of proposal finds you well. We at JAS have been busy preparing for a much needed expansion. JAS, Journey to Adult Success, has been working with and housing foster and at-risk young adults since 2015. While building a community of support around them, we provide housing and programming to encourage independence and success. The residents are required to pay a subsidized and stable rent.

As new residents come and join The JAS House, we have found that in some instances the current and established residents are ready for housing that is a little less structured. In other words, they are ready for a place they can try to apply their newly learned and practiced skills. We call this JAS 2 where we would have special programming to help facilitate their further transition to full independence. This expansion would allow us to serve 10-12 more youth with housing options.

In order to meet the growing needs of JAS and its residents, we need to expand. For us, that vision includes the build of a triplex. We have worked with a builder on a site plan (see enclosure) for the lots on the corner of Walnut and Baird in Green Bay. As an organization, we have admired that location for several years. The thought of JAS having a location there is immensely exciting. Our proposal is as follows:

-Build a triplex unit on the corner lots of Baird Street and Walnut Street in Green Bay. Plots 14-232, 232-A, and 234.

-Construction to begin late Fall of 2022 with a completion goal of Summer of 2023. We are offering \$500 for the lots with an ask of the remainder to be donated.

We are requesting a 6 month planning option and will be engaging in a capitol campaign with a target goal of \$1.2 million. We have identified grant options and foundations to submit our plans to. We currently have raised approximately \$150, 000.

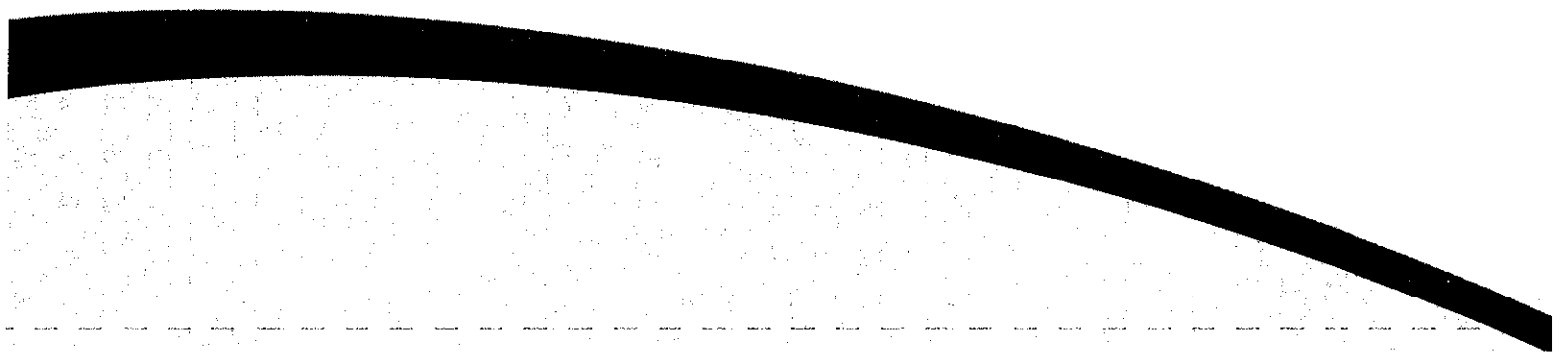
We are so grateful for your time in considering this proposal.

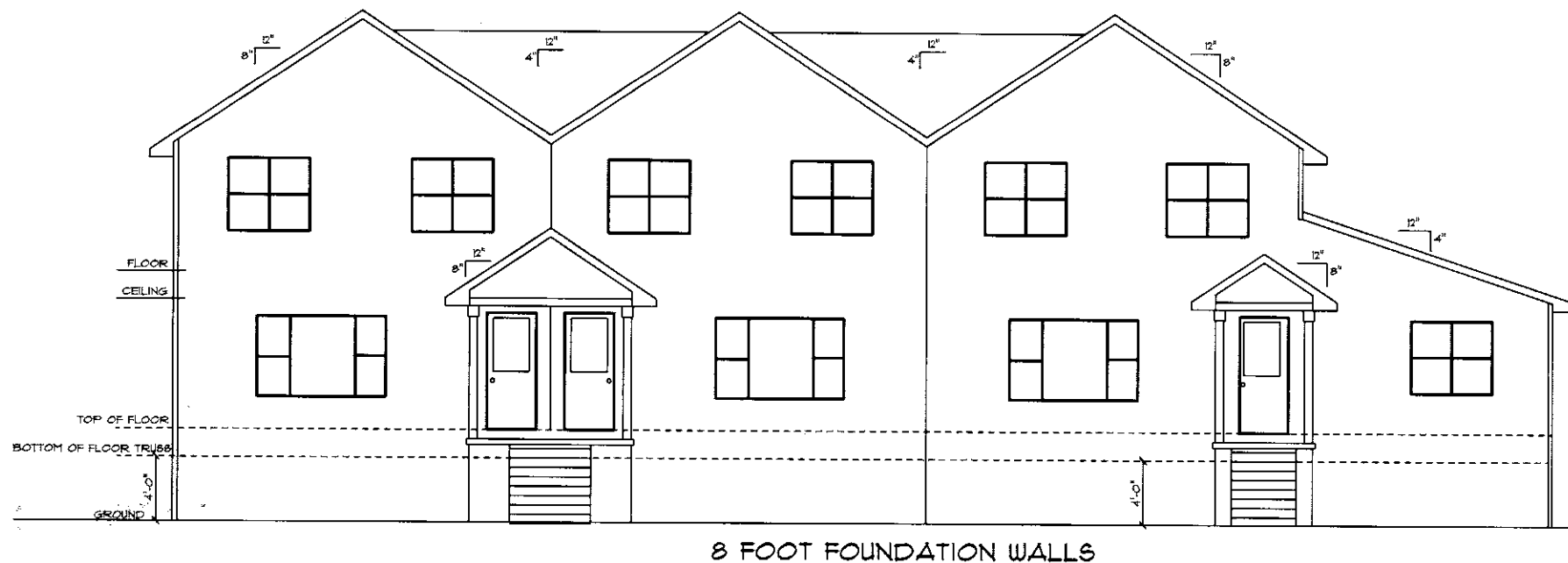
Sincerely,

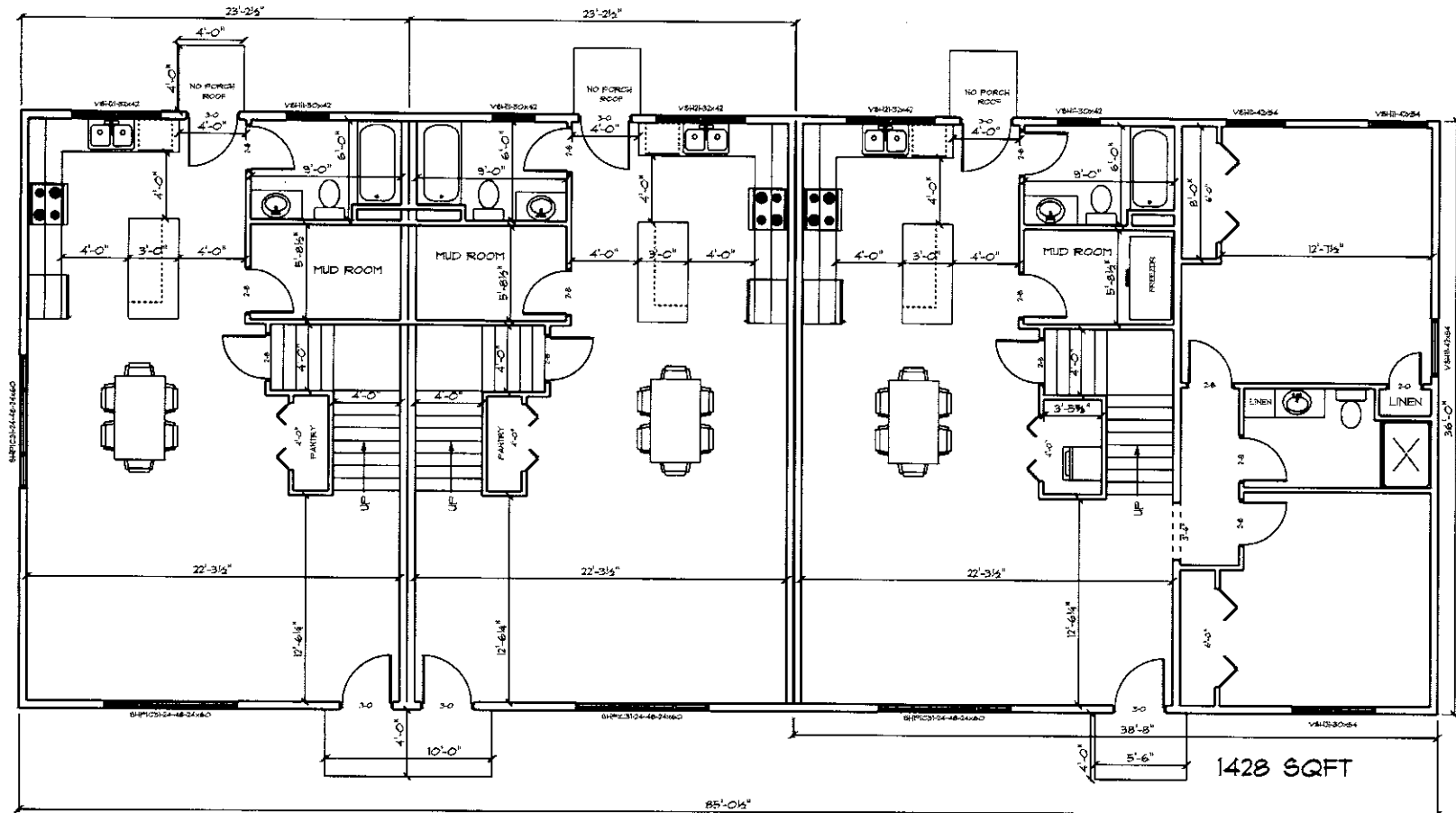
Barbara Hoffman – Board President

Rachel Cloud – Board Member

Eunice White - Director





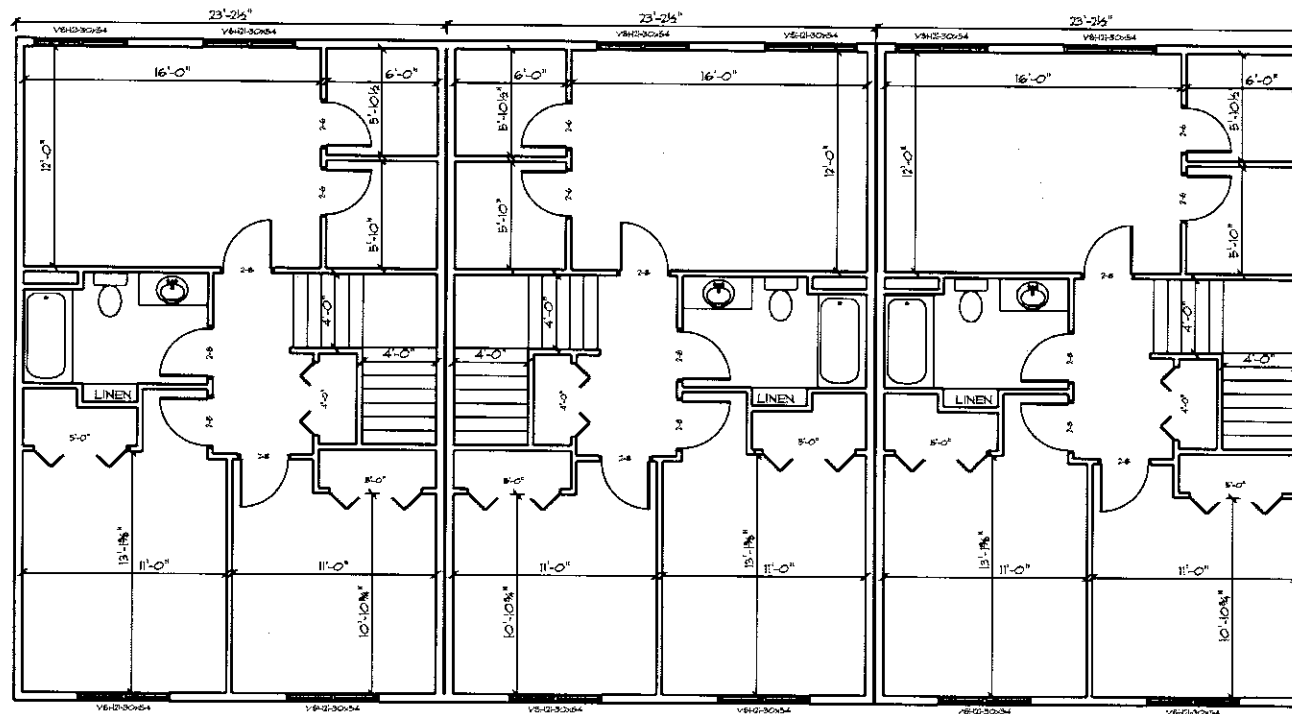


UNIT 1
 836 MAIN LEVEL SQFT
 836 SECOND LEVEL SQFT
 836 BASEMENT SQFT
 8' CEILING HIGHT IN 1ST AND 2ND FLOOR

UNIT 2
 836 MAIN LEVEL SQFT
 836 SECOND LEVEL SQFT
 836 BASEMENT SQFT

8' CEILING HIGHT IN 1ST AND 2ND FLOOR

UNIT 3
 1392 MAIN LEVEL SQFT
 836 SECOND LEVEL SQFT
 1392 BASEMENT SQFT
 8' CEILING HIGHT IN 1ST AND 2ND FLOOR



FLOOR PLAN 1
UP STAIRS

UNIT 1

836 MAIN LEVEL SQFT

836 SECOND LEVEL SQFT

836 BASEMENT SQFT

8' CEILING HEIGHT IN 1ST AND 2ND FLOOR

FLOOR PLAN 1
UP STAIRS

UNIT 2

836 MAIN LEVEL SQFT

836 SECOND LEVEL SQFT

836 BASEMENT SQFT

8' CEILING HEIGHT IN 1ST AND 2ND FLOOR

FLOOR PLAN 1
UP STAIRS

UNIT 3

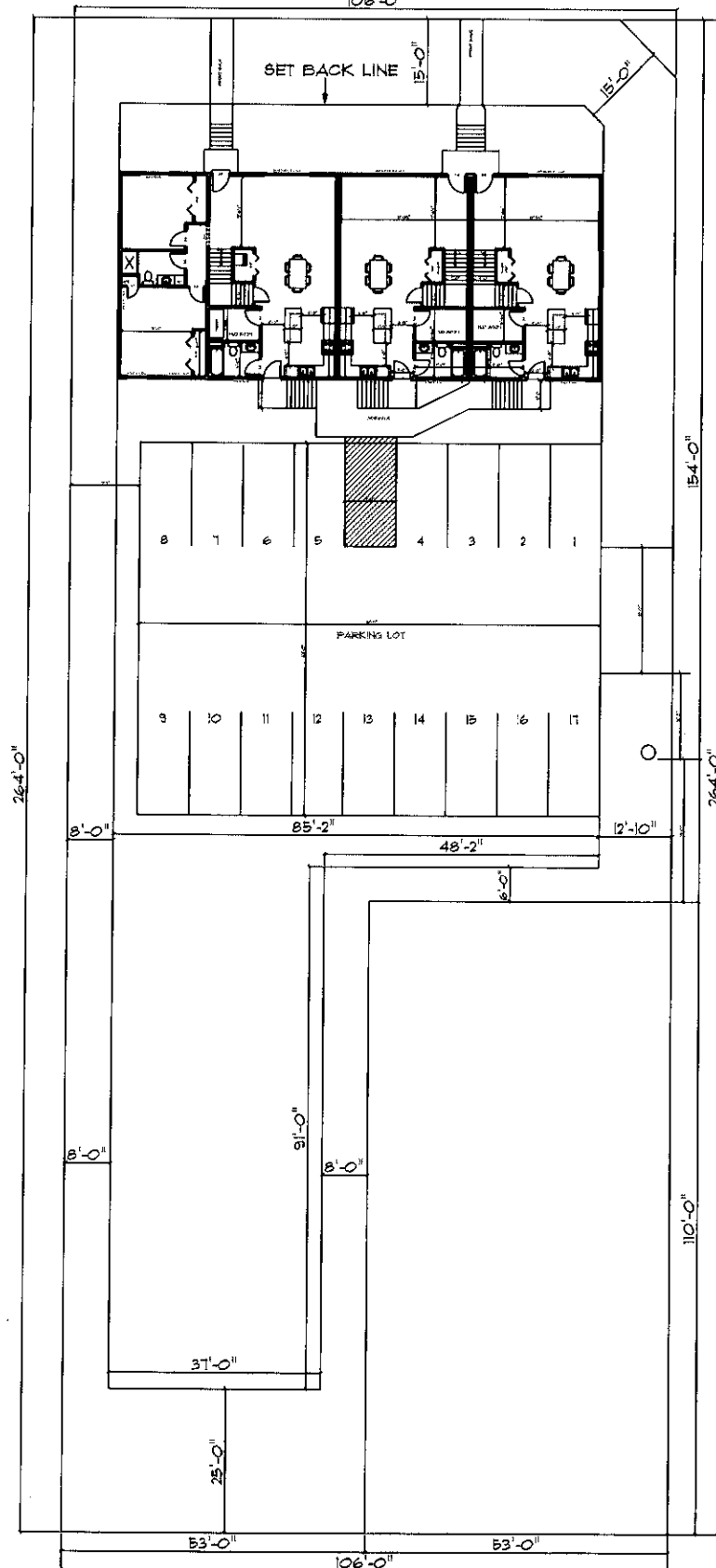
1392 MAIN LEVEL SQFT

836 SECOND LEVEL SQFT

1392 BASEMENT SQFT

8' CEILING HEIGHT IN 1ST AND 2ND FLOOR

106'-0"



STARDUST

Ronda Bitney

From: Eunice White <ewhite@journeytoadultsuccess.com>
Sent: Tuesday, March 29, 2022 2:39 PM
To: Ronda Bitney
Subject: Re: Proposal

Hi Ronda,

It would be a total of 6 bathrooms (2 in each apt.) and 11 bedrooms (2 units have 3 each and 1 unit has 5). We are going to start a capitol campaign if we are awarded the land so it is difficult to say if we will need additional funding. What options would the city have for funding/grants ?

Eunice White
Journey to Adult Success - Director
W: journeytoadultsuccess.org
P : (920) 609-5071
PO Box 11301, Green Bay, WI 54307

On Tue, Mar 29, 2022 at 2:06 PM Ronda Bitney <Ronda.Bitney@greenbaywi.gov> wrote:

Eunice,

A few questions up on review of your proposal. Are you asking for any additional funding or grants? Your offer to purchase is \$500 for 3 parcels correct? Can you define number of bedrooms and baths?

Ronda Bitney

Real Estate Specialist

City of Green Bay

Community and Economic Development Department

920.448.3354

Ronda.bitney@greenbaywi.gov

From: Eunice White <ewhite@journeytoadultsuccess.com>
Sent: Tuesday, March 29, 2022 12:10 PM



Part of Brown County WI

Map printed on 3/30/2022

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

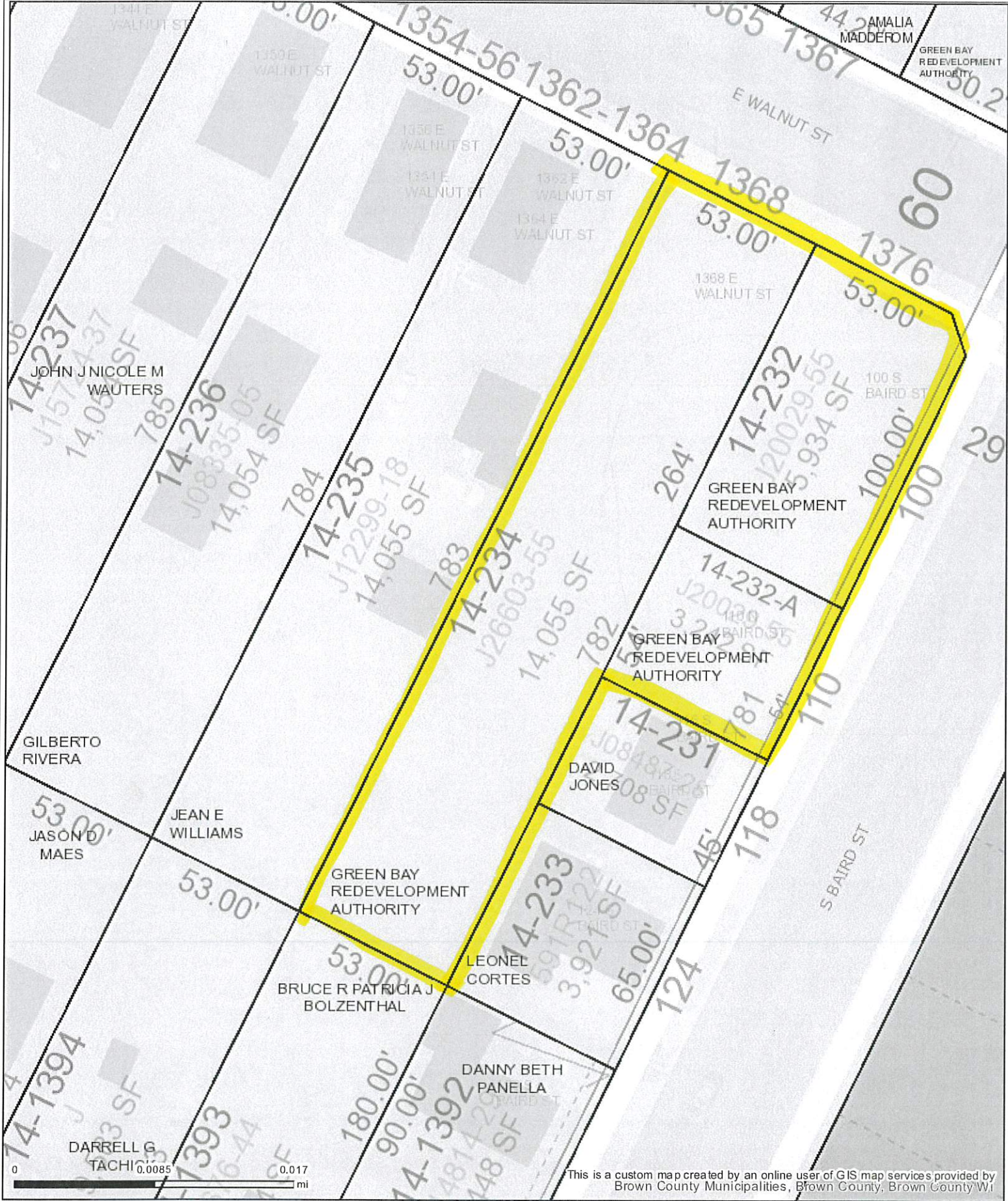
Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



Part of Brown County WI

Map printed on 4/5/2022

1:480
1 inch = 40 feet*
1 inch = 0.00758 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

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

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



(920) 448-6480
www.browncountywi.gov



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

MEETING DATE

April 12, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.12

Consideration with possible action on a substantial amendment to the 2021 Annual Action Plan reallocating \$90,000.00 to fund the purchase of new playground equipment for Seymour Park.

BACKGROUND

In November 2021, the CDBG program received program income in the amount of \$96,540.42 from the closeout of the Neighborhood Stabilization Program. The funds were allocated to the CDBG Emergency Home Improvement Loan program and Administration.

In March, the Park Department requested CDBG funding to pay for new playground equipment for Seymour Park. Staff would like to propose a substantial amendment to the 2021 Annual Action Plan to reallocate the \$90,000.00 from the CDBG Emergency Home Improvement Loan Program and Administration to fund the purchase of playground equipment that will be used in a low income neighborhood park.

RECOMMENDATION

Approve substantial amendment to the 2021 Annual Action Plan reallocating \$90,000.00 to fund the purchase of new playground equipment for Seymour Park.

FISCAL IMPACT

ATTACHMENTS

1. Seymour Park Playground Equipment (002)
2. SEY_Play_Eq



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

3/01/22

To: Krista Cisneroz

From: Kaurie Mihm

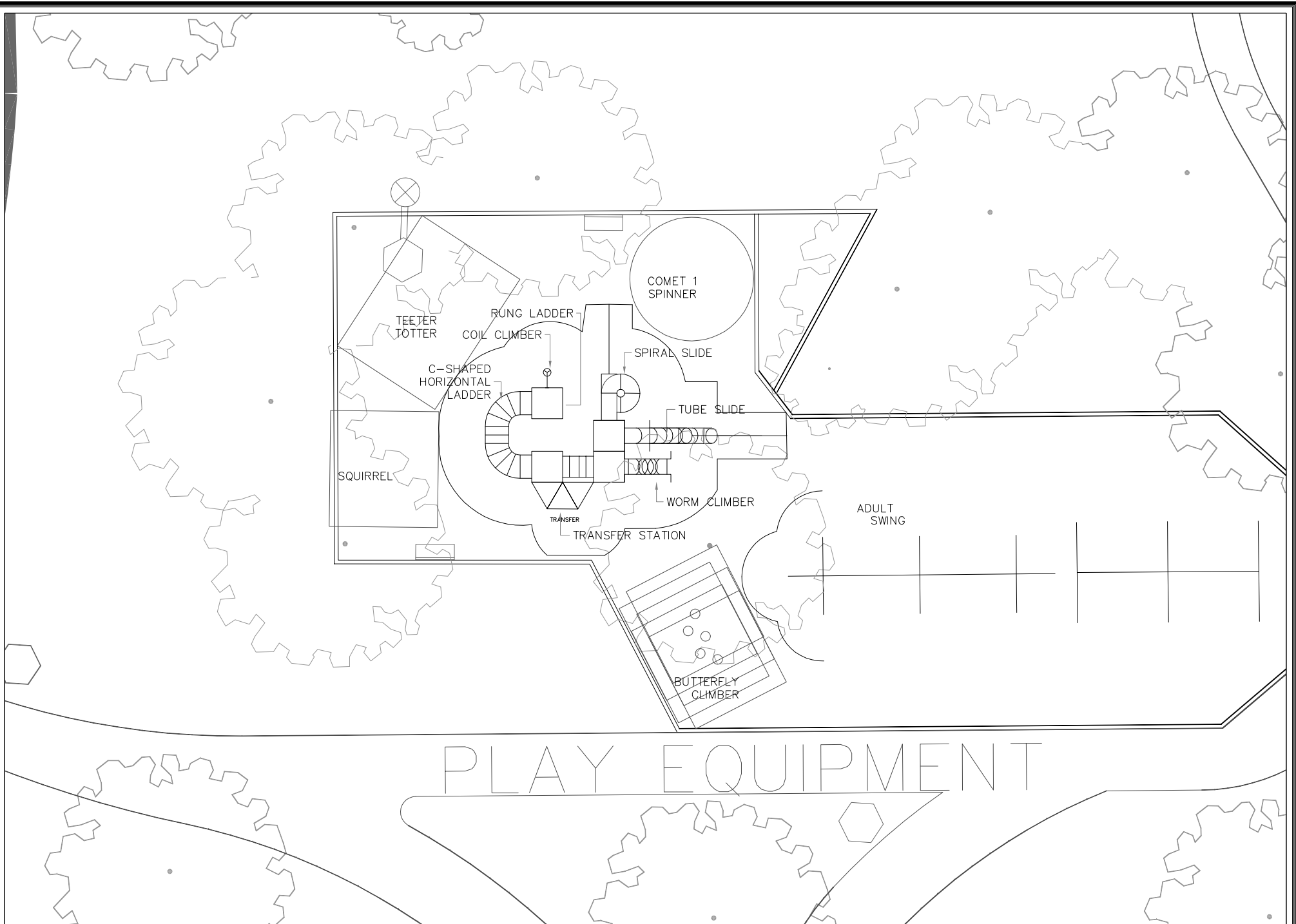
Re: Seymour Park Playground Equipment

Seymour Park is located in a low income neighborhood that is highly visible from Ashland Avenue. There are plans being developed to convert part of the park from turf to wet ponds to deal with neighborhood flooding which will soon bring significant changes to the park. A master plan is being developed as part of the planning for the park and replacing the existing playground equipment on the west side of the park is on the list of desired items to incorporate into the master plan.

The playground located on the west side of Seymour Park is one of the oldest playgrounds in the park system and is in need of replacement. Some of the playground equipment was replaced with new equipment in 2017 when \$6,500 in Community Development Block Grant funding was allocated towards the purchase of a teeter totter, spinner, spring rider and climbers. Because there is a need to replace the remaining older equipment and associated materials including wood chips and edging the City is requesting \$90,000 in Community Development Block Grant funding to fund the new equipment and materials. City staff will remove the old equipment and install the new equipment and materials once funding and materials are acquired.

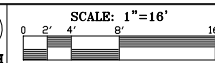
Please consider funding new playground equipment at Seymour Park to enhance the neighborhood park.

Kaurie Mihm



GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

SEYMOUR PARK
WEST PLAYGROUND EXISTING CONDITIONS



DATE DRAWN:
AUGUST 2000
LAST REVISION:
MARCH 2009

PAGE 1 OF 1
SEYPLEQ17

City of Green Bay RDA
Check Register
March 31, 2022

CHECK#	CHECK DATE	VENDOR NAME	AMOUNT
21572	03/01/2022	CHRISTOPHER R. BONCHER	5,000.00
21573	03/01/2022	CITY OF GREEN BAY	24,875.55
21574	03/01/2022	GREEN BAY WATER UTILITY	87.08
21575	03/01/2022	LIONS MOUTH BOOK STORE	5,000.00
21576	03/01/2022	NEWCAP, INC.	14,452.88
21577	03/01/2022	THOMAS KONITZER	5,000.00
21578	03/15/2022	CITY OF GREEN BAY	25,894.91
21579	03/15/2022	LEGAL ACTION OF WISCONSIN, INC.	13,721.02
21580	03/15/2022	NEIGHBOR-WORKS GREEN BAY	9,315.60
21585	03/30/2022	CITY OF GREEN BAY	5.76
21586	03/30/2022	ASR HOSPITALITY & MANAGEMENT LLC	250,000.00
21587	03/30/2022	NEIGHBOR-WORKS GREEN BAY	2,106.25
21588	03/30/2022	NEWCAP, INC.	3,094.66
			<u>\$ 358,553.71</u>

Redevelopment Authority
Financial Report
CDBG
03/31/2022

CDBG Entitlement Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Public Works Improvements	-	14,471.86	-	-	-	14,471.86
Fair Housing	-	29,695.00	-	9,695.00	-	20,000.00
Public Services	-	156,243.67	-	14,214.10	-	142,029.57
CDBG Eligible Areas HILP Program	-	89,973.00	-	20,859.00	-	69,114.00
CDBG Eligible Areas Public Facilities and Infrastructure	-	407,736.98	11,422.74	-	-	419,159.72
CDBG Eligible Areas-Beautificatio/Art	-	87,054.77	-	-	-	87,054.77
Economic Development	-	438,819.12	51,417.07	-	-	490,236.19
ED Façade & Demo Loans	-	134,123.12	-	7,065.08	-	127,058.04
Administration	-	169,086.79	-	54,044.43	-	115,042.36
\$	-	\$ 1,527,204.31	\$ 62,839.81	\$ 105,877.61	\$ -	\$ 1,484,166.51

CARES CDBG-CV Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	16,270.14	-	7,221.72	-	9,048.42
Businesss Improvement Districts	-	29,750.00	-	-	-	29,750.00
Homlessness Assistance Programs	-	70,276.51	-	-	-	70,276.51
Economic Development Business Relief	-	16,500.00	-	10,000.00	-	6,500.00
Essential Frontline Employoyee Relief Program	-	44,391.65	-	-	-	44,391.65
Rental/Mortgage Assistance Program LMI	-	155,518.06	-	67,895.89	-	87,622.17
Urgent Need-Business Relief and Rental.Mortgage	-	50,000.00	-	5,000.00	-	45,000.00
\$	-	\$ 382,706.36	\$ -	\$ 90,117.61	\$ -	\$ 292,588.75

Redevelopment Authority
Financial Report
HOME
03/31/2022

	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	657,323.60	84,532.05	6,265.60	37,638.40	697,951.65
CHDO Projects	-	201,000.00	-	-	-	201,000.00
Downpayment Closing Cost Assistance	-	53,500.00	-	-	-	53,500.00
Housing Development Projects	-	758,943.03	-	-	-	758,943.03
Administration	-	88,234.97	9,392.45	8,259.09		89,368.33
HOME-ARP Admin	-	97,410.80	-	-	-	97,410.80
	\$ -	\$ 1,856,412.40	\$ 93,924.50	\$ 14,524.69	\$ 37,638.40	\$ 1,898,173.81