AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JULY 12, 2022, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. Roll Call.

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

B. Approval of the Agenda.

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

C. Approval of Minutes.

1. Approval of the minutes from the June 14, 2022, meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on a request by Extension Brown County to use parcels 21-3381 and 21-3380 located on Imperial Lane for the purpose of Community Gardens.

2. Consideration with possible action to grant a lease to On Broadway, Inc. for the property located at 325 N. Broadway (parcels 5-586 and 5-587) for the purpose of a Dog Exercise Park.

3. Consideration with possible action on a request for a City resolution authorizing the submittal of a Community Development Investment (CDI) Grant application through Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 317 Dousman Street (Parcel 4-65).

4. Consideration with possible action on a communication from Amanda Patterson (Cafe Madrid) requesting the RDA consider entering into a lease for use of RDA-owned parcel 12-122.

5. Consideration with possible action on a substantial amendment to the 2019 Annual Action

Plan to reallocate $126,603.64 of residual CDBG-CV CARES funds to the Essential Frontline Employee Relief Program to fund Broadband access to qualified neighborhoods.

6. Consideration with possible action to award contract "CD 22.02 WIFI Fiber Optic Backbone Project" to the lowest qualified bidder.

E. Informational.

1. Financial report.
2. 2021 TID Report.
3. Director's report and project updates.
4. Next Regular Meeting: August 9, 2022 at 1:30 PM

F. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Redevelopment Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Ronda Bitney

AGENDA ITEM # D.1

Consideration with possible action on a request by Extension Brown County to use parcels 21-3381 and 21-3380 located on Imperial Lane for the purpose of Community Gardens.

BACKGROUND

The RDA owns tax parcels 21-3381 and 21-3380, both located on Imperial Lane. These parcels were purchased in 2009 and 2010, respectively, using Neighborhood Enhancement Funds for the purpose of blight removal and subsequent housing development.

Staff received a proposal from Extension Brown County to use the property for Community Gardens until the time a developer has been chosen for these sites. Community Gardens are plots of land used for garden purposes by members of the public who meet the income eligibility requirement of the Extension and any fees taken are utilized solely for the upkeep of the gardens.

Staff recommends approving the right to use the property for Community Gardens commencing April 15, 2022 and ending on the second Sunday in October 2022. This agreement shall automatically renew each year for similar terms as the Initial Term during the year's growing season. The Extension has been made aware of the fact the property may be redeveloped in the near future. Staff has the right to terminate the agreement upon a 60-day written notice. The Extension will be responsible for management and operation during the growing season, including lawn maintenance around and between garden beds.

RECOMMENDATION

To approve the use of parcels 21-3381 and 21-3380 for Extension Brown County for Community Gardens for the growing season beginning April 15th through the second Sunday of October.

FISCAL IMPACT

ATTACHMENTS

1. Community Gardens - Imperial Lane
2. Community Gardens Agreement

Part of Brown County WI

Map printed on 6/29/2022

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

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov

COMMUNITY GARDENS AGREEMENT

(PARCELS 21-3381 AND 21-3380)

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (hereinafter referred to as "RDA") and the EXTENSION BROWN COUNTY (hereinafter referred to as "EXTENSION").

RECITALS

WHEREAS, the RDA currently has jurisdiction over the properties at 2111-21 Imperial Lane and 2123 Imperial Lane in Green Bay, Wisconsin, legally described in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, the right-of-way identified in Exhibit A is vacant and suitable for gardening; and

WHEREAS, the RDA believes it to be beneficial to the public to allow EXTENSION to use the-property for Community Gardens; and

WHEREAS, Community Gardens are plots of land used for garden purposes by members of the public who meet income eligibility requirements of the Extension and any fees taken are utilized solely for the upkeep of the gardens.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The RDA grants EXTENSION the right to use the property identified in Exhibit A, which is attached hereto and incorporated by reference, for Community Gardens on the right-of-way subject to the terms and conditions of this Agreement, commencing on April 15, 2022 and ending on the second Sunday in October, 2022, ("Initial Term") which Agreement shall automatically renew each year for similar terms as the Initial Term during the year's growing season, until terminated by one of the parties pursuant to this Agreement. The growing season shall

commence on April 15th of each year and end on the second Sunday in October of each year.

2. EXTENSION is responsible for the management and operation of said Community Gardens during the growing season including lawn maintenance around and in-between garden beds.

3. EXTENSION shall comply with all zoning requirements. Nothing shall be planted within the front-yard setback that would be expected upon maturity to exceed three (3) feet in height or elevation.

4. EXTENSION shall keep the property free of garbage, debris, or any product or by-product offensive to the neighbors during the growing season.

5. Any fencing of the property must first be approved by the RDA as to the type and location of said fencing.

6. EXTENSION shall be responsible for contacting Diggers Hotline prior to tilling or the installation of any fence posts, sign posts, etc. in the garden.

7. EXTENSION shall ensure there are no pets in the garden area.

8. EXTENSION shall refrain from the application of weed-killing chemicals.

9. EXTENSION shall remove all items including, but not limited to, stakes, wire, and other debris by the second Sunday in October of each year and subsequently prepare the plot for winter.

10. EXTENSION shall not store any personal items on site.

11. In the event the EXTENSION ceases to maintain the garden, the EXTENSION shall be responsible for the restoration of the site to as close as reasonably possible to its original turf conditions.

12. EXTENSION shall abide by and ensure the gardeners abide by all City of Green Bay parking rules and regulations, and park only in approved areas.

13. **INDEMNIFICATION**. EXTENSION 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, reasonable attorneys' fees, costs and expenses 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 EXTENSION or of anyone acting under its direction or control or on its behalf. The obligation to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, shall be applicable only as it relates to this Agreement and the property involved, and shall not apply when liability results from, is caused by any act, omission, fault or the negligence of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In the event that EXTENSION employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be EXTENSION'S responsibility to require and confirm that each sub-contractor 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.

RDA shall indemnify, defend, and save harmless EXTENSION its elected and appointed officials, officers, employees, agents, guests, representatives and volunteers, and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorneys' fees, costs and expenses 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 RDA or of anyone acting under its direction or control or on its behalf, and for any loss, damage, personal injury or expense actually or allegedly caused in total or in part by existing conditions of the property and/or when the property is not being used as a Community Garden i.e. non-growing season.

These indemnity provisions shall survive the termination or expiration of this Agreement.

14. **TERMINATION.** Either party may terminate this agreement for any reason or no reason upon sixty (60) days written notice to the other party.

15. **VENUE AND APPLICABLE LAW.** Any lawsuits related to or arising under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and EXTENSION and RDA shall submit to the jurisdiction of the circuit court for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

16. **NOTICES.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or by a recognized delivery service with proof of service, and addressed to the appropriate party as follows:

CITY:
Ronda Bitney
100 N. Jefferson
Green Bay, WI 54301
(920) 448-3354
Ronda.Bitney@greenbaywi.gov

EXTENSION:
Judy Knudsen
1150 Bellevue
Green Bay, WI 54301
(920) 391-4651
knudsen_ja@co.brown.wi.us

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

17. **AMENDMENTS.** This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Agreement.

18. **SEVERABILITY.** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

19. **CONSTRUCTION.** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

20. **AUTHORITY.** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.

UNIVERSITY OF WISCONSIN EXTENSION OFFICE

Approved as to form: x_____
Judith A. Knudsen
Brown County – UW Extension

Date:_____
STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2022 the above named Judith A. Knudsen to me known to be the person who executed the forgoing instrument and acknowledge the same.

x_____
_____
(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires:_____

BROWN COUNTY

_____ _____
Troy Streckenbach, County Executive Patrick W. Moynihan, Jr. – County Clerk

_____ _____
Dated Dated

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2022 the above named Troy J. Streckenbach – County Executive and Patrick W. Moynihan, Jr. – County Clerk to me known to be the person who executed the forgoing instrument and acknowledge the same.

x_____
_____
(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires:_____

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Gary Delveaux – Chairperson	Neil Stechschulte- Secretary
Dated	Dated

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2022 the above named Gary Delveaux – Chairperson and Neil Stechschulte - Secretary to me known to be the person who executed the forgoing instrument and acknowledge the same.

x_____

(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires:_____

Exhibit A

Parcel #21-3381 2111-21 Imperial Lane

0.425 AC M/L Imperial Estates Lot 35

Parcel #21-3380 2123 Imperial Lane

18,948 SQ FT Lot 1 OF 16 CSM 151 BNG PRT of Lots 33 & 34 Imperial Estates

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Ronda Bitney

AGENDA ITEM # D.2

Consideration with possible action to grant a lease to On Broadway, Inc. for the property located at 325 N. Broadway (parcels 5-586 and 5-587) for the purpose of a Dog Exercise Park.

BACKGROUND

The properties located at 321 & 325 N. Broadway (parcels 5-586 and 5-587) are owned by the RDA and they were purchased in 1998 for the purpose of redevelopment. In the past, On Broadway Inc. has leased the site as a pop-up Pocket Park.

Recently, On Broadway, Inc. presented staff with a proposal to create a Dog Exercise Park for public use. On Broadway, Inc. would install a fence barrier, accessories to accommodate this type of park, and keep the site from excess debris. On Broadway, Inc. is requesting a long-term, on-going lease until the time a developer has come forward with interest in the site, at no additional cost to them. The lease amount is $1.00 per year.

Staff recommends that this lease be approved upon the following conditions: The park is under the same guidelines as the code of ordinance for Whitney Park's Dog Exercise area and the term of the lease is for one year, then reviewed on a year to year basis based on developer interest. In addition, either party may terminate the agreement upon a 90-day written notice for any reason. On Broadway, Inc. is to be responsible for all costs associated with maintaining the site, including waste removal, mowing and snow removal.

RECOMMENDATION

To approve a one (1) year lease to On Broadway, Inc. for the purpose of a pop-up Dog Exercise Park based on the same conditions as the code of ordinance for Whitney Park.

FISCAL IMPACT

ATTACHMENTS

1. OnBroadway-propertylease
2. Dog Exercise Area
3. Pocket Park

PROPERTY LEASE AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INC.
FOR
325 N. BROADWAY

THIS PROPERTY LEASE AGREEMENT (the "Agreement"), entered into this 24th day of May 2022, between the Redevelopment Authority of the City of Green Bay, ("Lessor") and On Broadway Inc. ("Lessee"), collectively referred to as the Parties, is to evidence the following agreements and understandings:

WHEREAS, Lessor owns real property located at 325 N. Broadway, Green Bay, Wisconsin, Parcels 5-586 and 5-587, ("Property"); and

WHEREAS, Lessee wishes to lease and utilize the Property as a Dog Exercise Park for the purpose of promoting outdoor activity and community gathering; and

WHEREAS, Lessor acknowledges that use of the Property as proposed by Lessee would be a benefit to the surrounding community to create a safe, active and inviting public space; and

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

I. **Term and Termination.** This Agreement shall commence on July 12th, 2022 ('Effective Date") and shall terminate on July 12th, 2023 ("Initial Term"). Upon the expiration of the initial term, the Lessee shall have an option to renew for additional one (1) year term(s) upon written mutual agreement of the Parties (each shall be generically referred to herein as "Additional Term(s)") (the Initial Term and Additional Term(s) shall be jointly referred to as "Term"). Either Party may terminate this Agreement for any reason upon a thirty (30) day written notice to the other Party.

II. **Maintenance and Utilities**. Lessee shall be responsible for any and all repairs and maintenance to the Property including but not limited to lawn maintenance and snow removal. The Lessee covenants and agrees that it will, throughout the term of this Agreement, or any renewals or extensions thereof, be responsible for the payment of all utilities applicable to the operation of the Property by the Lessee, and the Lessee shall be responsible for the maintenance of all improvements on the Property.

III. **Property Leased to Lessee.** The Lessor hereby grants to Lessee an exclusive lease of the Property for the purpose of operating a pocket park for the purpose of promoting outdoor activity and community gathering. The Lease Premises are outlined and identified in Exhibit A. The Property consists of real property Parcels 5-586 and 5-587. During the Term of the Lease, the Lessee is required to maintain the Property in the same condition, reasonable wear and tear excluded, as the Property is in at the date of the commencement of this Agreement, at the Lessee's cost. Failure to adequately maintain the Property will

be a material breach of this Agreement and may lead to Lessor's termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

IV. **Rent.** Lessee shall pay rent to Lessor in exchange for exclusive use of the Property. The rental rate shall be $1 per term. Payment is due upon execution of the Agreement. Upon expiration of the Agreement, if the Parties wish to renew for additional terms the Lessor reserves the right of increasing the rental amount at a percentage rate for such additional terms. Rent is due the first (1st) day of January for any additional terms.

V. **Subletting and Assignment**. Lessee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the Lessor. This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Property or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

VI. **Improvements**. Lessee may make improvements to the Property during the term of this Agreement. Any such improvements shall be at the sole expense of the Lessee unless otherwise agreed to by the Lessor. The Lessor shall retain ownership of any improvements physically attached to the Property. The Lessee shall be responsible for the maintenance of any and all such improvements to the Property.

VII. **Indemnification.** Lessee hereby agrees to indemnify, defend and hold harmless the Lessor and 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 Lessee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Lessor and or 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 Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

a. Lessee shall reimburse the Lessor and or 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 Lessee employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Lessee's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Lessor and 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.

VIII. **Insurance**. Lessee agrees that it shall provide to the City of Green Bay and to the Lessor, at its own costs and expense, a Certificate of Insurance with a company or companies authorized to do business in the State of Wisconsin with coverage and minimum policy limits as follows:

a. General Liability - $1,000,000.00 per occurrence, $2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.

b. Business Automobile Coverage

i. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.

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

c. Workers Compensation and Employers Liability

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

i. $100,000 Each Accident
ii. $500,000 Disease Policy Limit
iii. $100,000 Disease – Each Employee

e. Waiver of Workers Compensation Subrogation – The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waiver all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

f. The City of Green Bay and the Redevelopment Authority of the City of Green Bay, its officials, employees, and agents shall be named as "Additional Insureds" on the General Liability Policies. This coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary,

contributing or excess. This contract shall include an endorsement stating the following:

i. Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

ii. Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

IX. **Default and Termination.** In the event the Lessee shall default in any of the amounts due to the Lessor as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained or any such default shall continue un-remedied for a period of 30 days after written notice thereof to Lessee, or (a) Lessee shall make an assignment of its property for the benefit of creditors, or (b) Lessee shall petition a court to be adjudged a bankrupt, or (c) if a petition in bankruptcy shall be filed in any court against Lessee for more than 30 days, or (d) if Lessee shall be judicially determined to be insolvent, or (e) Lessee shall be adjudged a bankrupt, or (f) if a receiver or other officer shall be appointed to take charge of the whole or any part of Lessee's property or to wind up or liquidate its affairs, or (g) if Lessee shall seek a reorganization under any of the terms of the National Bankruptcy Act, as amended, or under any other insolvency law, or (h) Lessee shall admit in writing its inability to pay its debts as they become due, or (i) if any final period of 30 days from the date on which it becomes final, or (j) if Lessee shall abandon the Property, the Lessor may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Lessee, including expressly the specific enforcement hereof, forthwith have the cumulative rights to immediately terminate this Agreement and all rights of the Lessee hereunder. Further, in the event of lapse of insurance policies or coverage and protection as required by this Agreement, the Lessor may, with a 15-day notice to the Lessee, declare this Agreement terminated. Lessee shall have no access rights to or use of the Property unless all insurance policies required by this Agreement are in full force and effect.

a. In the event of termination of this Agreement for default, Lessee may make no claim for compensation for improvements and the Lessor shall retain title and ownership of said Property, together with all buildings and improvements thereon, without any payment whatsoever to Lessee. No improvements, buildings or fixtures shall be removed from the Property during the term of this lease or any renewal period of this lease without the written consent of the Lessor, except any equipment or trade fixtures of Lessee which Lessee lawfully removes prior to the termination of this lease.

X. **Disclosure and Acknowledgement.** With full and complete knowledge, Lessee accepts the Property, and any improvements made thereto during the course of this Agreement, in an "as is" condition.

XI. **Non-Discrimination.** During the performance of this Agreement, the Lessee shall not discriminate against any patron or employee or applicant for employment on the basis of race, religion, disability, sex, sexual orientation, national origin, color, creed, marital status, age or public assistance status.

XII. **No Partnership.** The Parties hereto agree that they are acting as independent contractors and that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating a partnership, joint venture of any such mutual relationship between the Parties. Each Party shall be responsible for its own separate debts and obligations.

XIII. **Governing Law**. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

XIV. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement.

XV. **Notices**. Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed to be current:

a. If to Lessor: Neil Stechschulte, Director
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

b. If to Lessee: On Broadway, Inc.
340 N Broadway, Ste 165
Green Bay, WI 54303

XVI. **Severability**. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

XVII. **Waiver**. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

XVIII. **Execution of Agreement.** This Agreement may be signed in counterparts, and when each Party hereto has delivered one such counterpart or copy thereof, each counterpart of copy shall be deemed an original and, when taken together with the other signed counterparts or copies, shall constitute one integrated contract, which shall be binding upon and effective as to all Parties hereto. Facsimile and email signatures of the Parties hereto shall have the same effect as original signatures.

SIGNATURES TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

_____
Neil Stechschulte, Executive Director and Secretary

_____
Gary J. Delveaux, Chairman

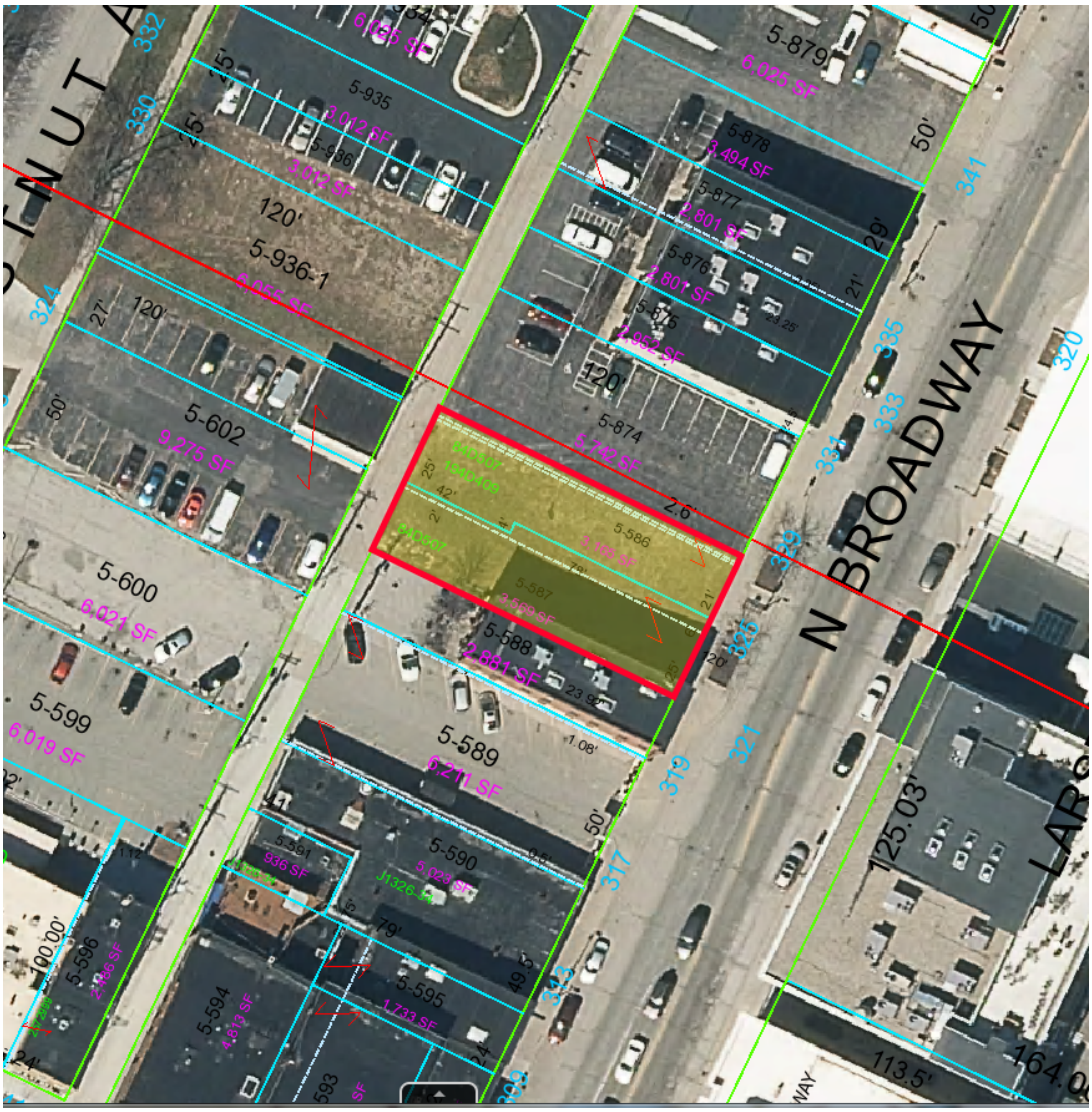
On Broadway, Inc:

_____
Brian Johnson, Executive Director

THIS INSTRUMENT WAS DRAFTED BY
Ronda Bitney
Redevelopment Authority of the City of Green Bay

EXHIBIT A

Redevelopment Authority Property



Dog Exercise Area.

Dogs are permitted in the Dog Exercise Area located at Whitney Park subject to the following rules:

All dogs must be licensed and vaccinated pursuant to Wis. Stats. § 95.21(2), as amended from time to time.

A dog owner or handler must be at least 16 years of age and must be in the fenced area at all times and shall not leave their dog unattended or out of sight. The dog must be under the voice control of the owner or handler at all times.

A dog owner is legally responsible for their dog and any injuries caused by the dog.

No more than two dogs are permitted in the Dog Exercise Area per owner or handler.

Dog waste must be collected and disposed of immediately.

Dogs must be restrained by a leash no longer than seven feet when entering and leaving the off-leash area.

The owner or handler must have in their possession a leash for each dog at all times.

Dogs must be free of communicable illness and parasites.

No aggressive dogs, dogs in heat, or puppies under the age of five months are allowed.

The owner or handler may not use a choke, pinch, or spike collar for their dogs.

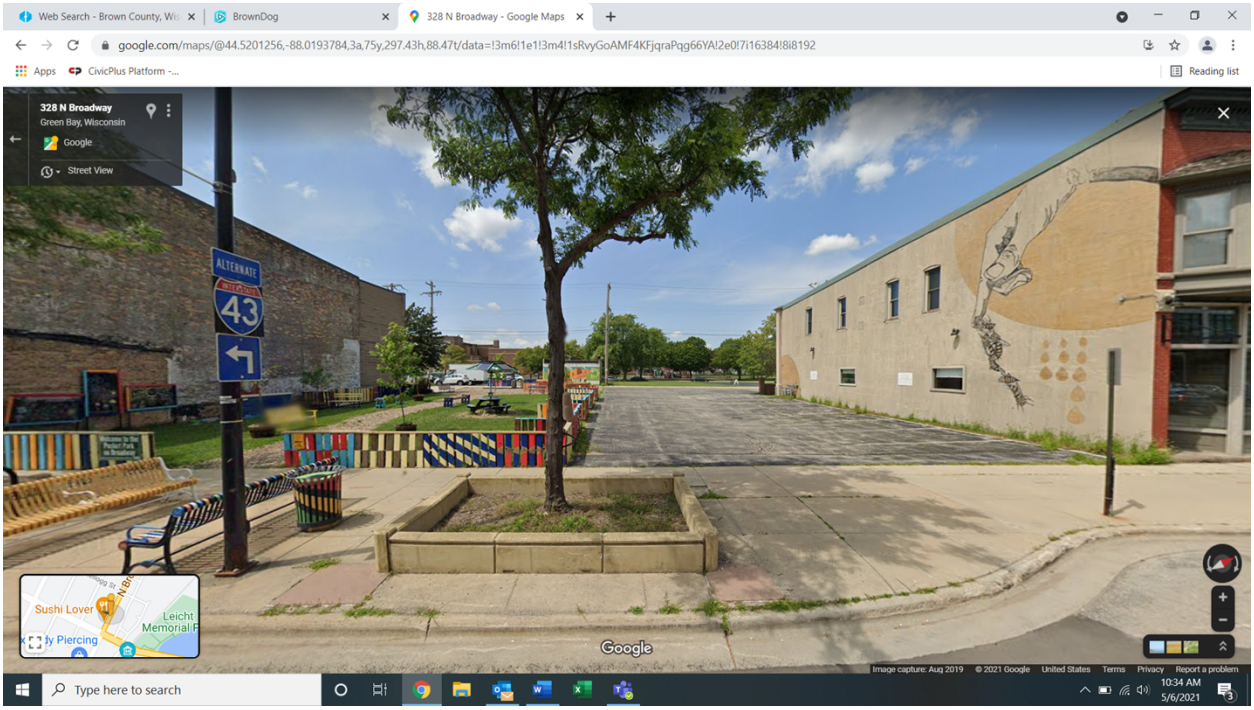
No food (human or dog) is allowed.

Children under the age of 13 years must be supervised by an adult.

Any dog deemed dangerous pursuant to Section 6-13 is not permitted.

Professional trainers or any other person are not allowed to use the Dog Exercise Area for profit or gain without approval from the City of Green Bay.

Any violation of the Dog Exercise Area rules or policies by the City of Green Bay will result in the removal from the Dog Exercise Area and suspension of park privileges and/or forfeitures subject to Section 1-6.


Web Search - Brown County, Wis
BrownDog
328 N Broadway - Google Maps
google.com/maps/@44.5201256,-88.0193784,3a,75y,297.43h,88.47t/data=!3m6!1e1!3m4!1sRvyGoAMF4KFjqraPqg66YA!2e0!7i16384!8i8192
Apps
CivicPlus Platform -...
Reading list
328 N Broadway
Green Bay, Wisconsin
Google
Street View
ALTERNATE
43
Sushi Lover
Leicht Memorial F
Google
Image capture: Aug 2019
© 2021 Google
United States
Terms
Privacy
Report a problem
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5/6/2021

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Matt Buchanan, Staff

AGENDA ITEM # D.3

Consideration with possible action on a request for a City resolution authorizing the submittal of a Community Development Investment (CDI) Grant application through Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 317 Dousman Street (Parcel 4-65).

BACKGROUND

At the June 14, 2022 RDA meeting, the RDA approved the use of $240,000 of TIDAH funds toward the development of six affordable rental units at 317 Dousman Street, contingent on receiving a Community Development Investment (CDI) Grant through Wisconsin Economic Development Corporation (WEDC). The private developer, BFAM, LLC, also intends to renovate ground floor commercial space for new tenants. The total cost to renovate the property is estimated at $1,550,000. The developer is requesting the City to apply for a $250,000 CDI grant so that it may serve as a pass-through agency to support the project.

The CDI program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners. To receive CDI funds for a project, the municipality is required to submit an application to WEDC and provide a signed resolution from the governing body authorizing the submittal of the application.

RECOMMENDATION

Approve and recommend Common Council approve a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application to Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65), subject to final review by the City Attorney.

FISCAL IMPACT

Approval of the request does not obligate the City or RDA to provide any additional funds. CDI Grant recipients are required to provide a minimum 1:1 matching investment in project costs. The developer intends to match funds through private equity (22.5%), developer debt (55%) and previously awarded TIDAH funds (10%). If the project moves forward as planned, the improvements are expected to significantly increase the assessed value of the property.

ATTACHMENTS

1. CDI Authorization Resolution 20220706
2. 317 Dousman Map

RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT INVESTMENT GRANT APPLICATION FOR 317 DOUSMAN STREET

August 2, 2022

WHEREAS, the Community Development Investment (CDI) grant program provides incentives for shovel-ready projects with an emphasis on downtown community development; that lead to measurable benefits in job opportunities, increased property values and leveraged investments by local and private partners; and

WHEREAS, BFAM, LLC proposes to rehabilitate an 11,679 square foot building at 317 Dousman Street, which will allow for the creation of six new affordable housing units and improved ground floor commercial space; and

WHEREAS, BFAM, LLC has requested the City to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, a resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Community Development Investment (CDI) grant application; and

WHEREAS, should a CDI grant be awarded and accepted, the City, with the assistance of the Developer (BFAM, LLC) will maintain and submit semi-annual fiscal and narrative reports until completion of the project that document performance metrics; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City requests funds available from the Wisconsin Economic Development Corporation (WEDC) through the CDI grant program and will comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit a CDI application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

BE IT FURTHER RESOLVED that The City of Green Bay shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted _____

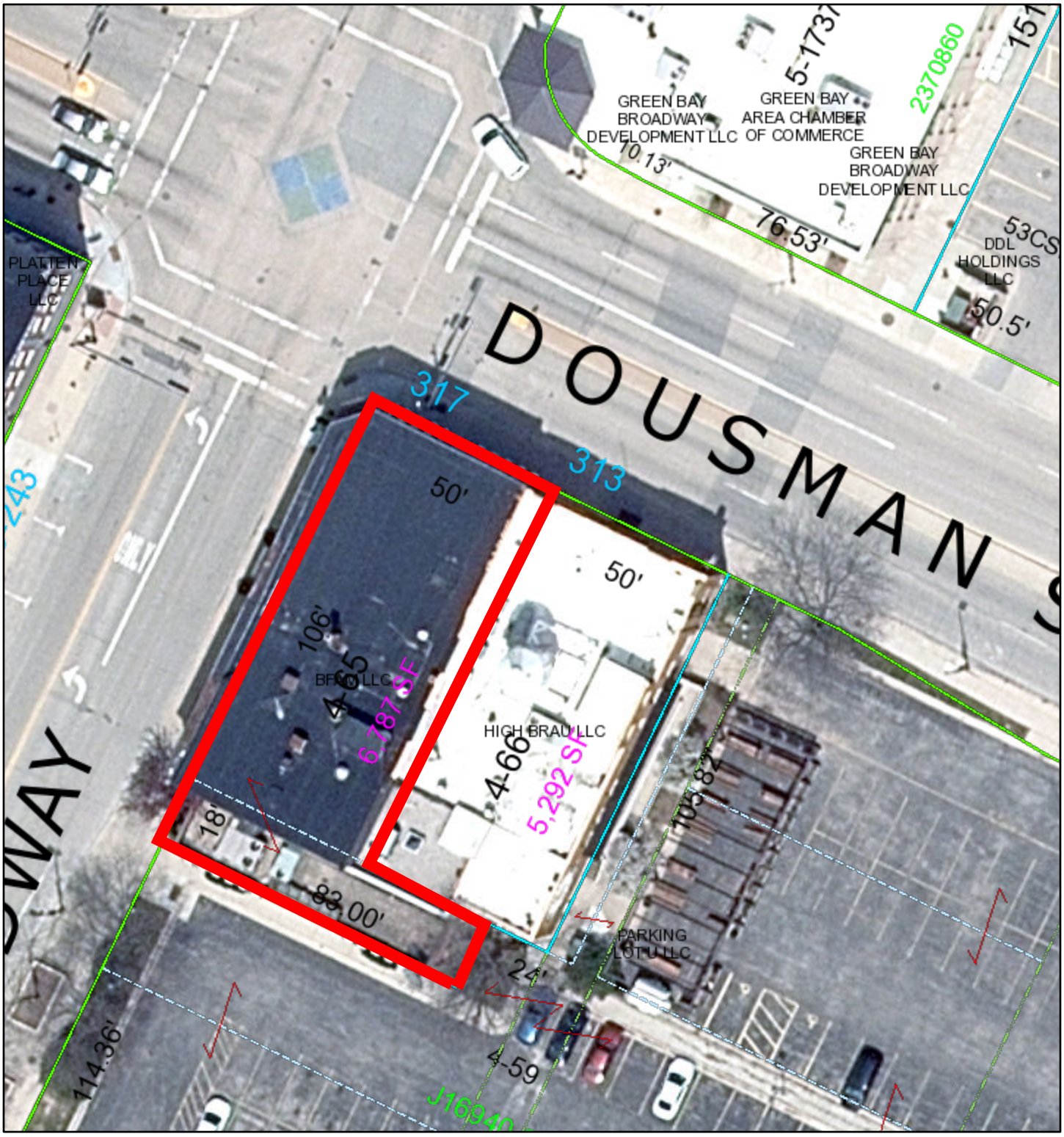
Approved _____

_____
Mayor

_____
Clerk

Attachment – Map

317 Dousman St



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1:600

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

parcels

Parcel Lines

- <all other values>
- Undetermined
- Right of Way line
- Plat boundary
- Block boundary
- Lot boundary
- Parcel line
- Lines between deeds or lots (20pdashed)
- Meander line
- Hydrography
- PLSS line
- Note

Brown County, County of Brown, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA, Mike Hronek

Web AppBuilder for ArcGIS
Esri, FAO, NOAA | Brown County | Brown County WI | USGS | Mike Hronek |

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Neil Stechschulte, Director

AGENDA ITEM # D.4

Consideration with possible action on a communication from Amanda Patterson (Cafe Madrid) requesting the RDA consider entering into a lease for use of RDA-owned parcel 12-122.

BACKGROUND

Staff received a communication from Ald. Brian Johnson to reconsider leasing RDA parcel 12-122 to Amanda Patterson for use of this area as an outdoor patio for Cafe Madrid. Staff has had multiple issues with Ms. Patterson complying with the terms of her previous lease of this space, as well as unauthorized use of adjacent properties. Additional information will be provided upon request at the RDA meeting.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Will Peters

AGENDA ITEM # D.5

Consideration with possible action on a substantial amendment to the 2019 Annual Action Plan to reallocate $126,603.64 of residual CDBG-CV CARES funds to the Essential Frontline Employee Relief Program to fund Broadband access to qualified neighborhoods.

BACKGROUND

In August of 2021, the RDA allocated $253,062.34 of CDBG-CV CARES funding to provide broadband and wireless access in neighborhood parks in the City of Green Bay to assist residents who do not have access to do things like remote work, remote school, and other needs due to the pandemic and social distance requirements.

Since the time of the original estimate, material and labor costs have increased, creating a gap of $158,637.00. Staff proposes to reallocate $126,603.64 of residual CDBG-CV CARES funds to help fill the gap. The remaining gap of $32,033.64 will be filled by the IT Department.

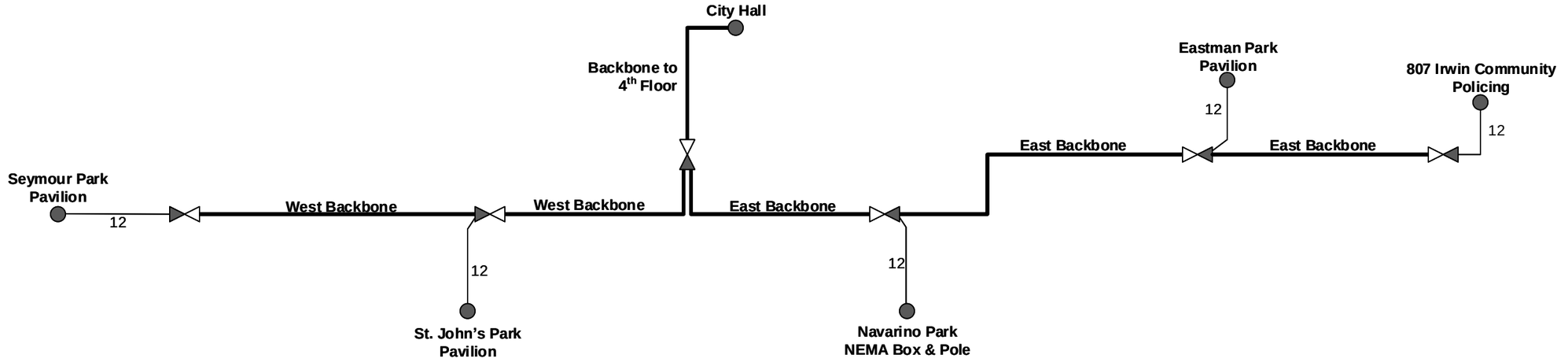
RECOMMENDATION

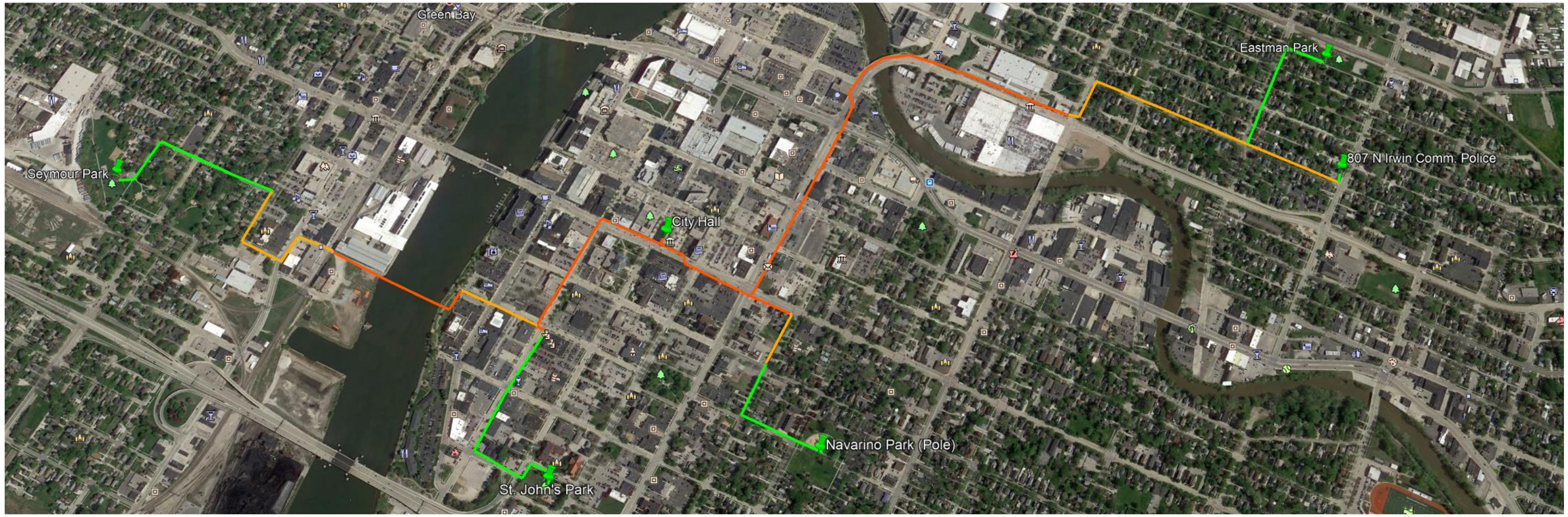
Staff recommends approving the substantial amendment to the 2019 Annual Action Plan to reallocate $126,603.64 of residual CDBG-CV CARES funds to the Essential Frontline Employee Relief Program to fund Broadband access to qualified neighborhoods.

FISCAL IMPACT

ATTACHMENTS

1. HUD Funded Connections Overview Drawing





Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307 www.mcewi.com

Prepared By:
Dan Becker
Fiber Optic Specialist
O: (877) 870-6968 ext. 1002
C: (920) 676-3496
dbecker@mcewi.com

Legend

- New Underground City Duct
- Existing City-Owned Duct with room for new cable
- Existing County-Owned Duct with room for new cable

N

City of Green Bay

HUD Funded Connections

7-07-21

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Will Peters

AGENDA ITEM # D.6

Consideration with possible action to award contract "CD 22.02 WIFI Fiber Optic Backbone Project" to the lowest qualified bidder.

BACKGROUND

In May of 2022, the RDA and the City of Green Bay went out for bid on Contract "CD 22-02 WIFI Fiber Optic Backbone Project" to seek the lowest, qualified bidder to install fiber in qualified Green Bay neighborhood parks. Bidding has since closed and the City received two bids:

Elexco - $371,899.40
Holtger Bros., Inc. - $563,796.00

RECOMMENDATION

Staff recommends awarding contract "CD 22.02 WIFI Fiber Optic Backbone Project" to the lowest qualified bidder, Elexco.

FISCAL IMPACT

ATTACHMENTS

1. Bid Results - CD 22-02 WIFI FIBERT OPTIC BACKBONE PROJECT (003)

CD 22-02 WIFI FIBER OPTIC BACKBONE PROJECT

Quest Number: 8213461

Closing Date: Tue, 06/07/2022 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Trista Hobbs
Email:	trista.hobbs@greenbaywi.gov
Phone:	920-448-3114
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Elexco	Amanda Bloedorn	920-428-0327	amandab@corphdq.com	$ 371,899.40		
Holtger Bros., Inc.	Rebecca Denman	920-606-4205	rebecca.denman@holtger.com	$ 563,796.00		

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Krista Cisneroz, Staff

AGENDA ITEM # E.1

Financial report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2022

Redevelopment Authority
Financial Report
CDBG
06/30/2022

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	-	12,825.00		16,870.00
Public Services	-	156,243.67	-	29,219.81		127,023.86
CDBG Eligible Areas HILP Program	-	89,973.00	-	49,267.00	-	40,706.00
CDBG Eligible Areas Public Facilieities 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	148,645.69	250,000.00		337,464.81
ED Façade & Demo Loans	-	134,123.12		55,347.20		78,775.92
Administration	-	169,086.79	-	93,266.44		75,820.35
	$ -	**$ 1,527,204.31**	**$ 160,068.43**	**$ 489,925.45**	**$ -**	**$ 1,197,347.29**

CARES CDBG-CV Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	16,270.14	-	12,226.69	-	4,043.45
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 Employyee Relief Program	-	44,391.65	-	-	-	44,391.65
Rental/Mortgage Assistance Program LMI	-	155,518.06	-	75,515.15	-	80,002.91
Urgent Need-Business Relief and Rental.Mortgage	-	50,000.00	-	5,000.00	-	45,000.00
	$ -	**$ 382,706.36**	**$ -**	**$ 102,741.84**	**$ -**	**$ 279,964.52**

Redevelopment Authority
Financial Report
HOME
06/30/2022

	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	657,323.60	152,400.15	33,230.00	62,522.00	713,971.75
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	16,933.35	18,800.91		86,367.41
HOME-ARP Admin	-	97,410.80	-	-	-	97,410.80
	$ -	**$ 1,856,412.40**	**$ 169,333.50**	**$ 52,030.91**	**$ 62,522.00**	**$ 1,911,192.99**

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 12, 2022	Diana Ellenbecker, Finance Director

AGENDA ITEM # E.2

2021 TID Report.

BACKGROUND

The 2021 Annual Report on the City of Green Bay's Tax Incremental Finance Districts has been presented to Joint Review Board and filed with the Department of Revenue.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021 YE TID Report Summary

TID ANNUAL REPORT (PE-300) SUMMARIZED
YEAR ENDED DECEMBER 31, 2021

TIF Dist	TYPE	NAME	Creation date	Mandatory term date	Fund balance as of 1/1/21	Revenues					Expenditures				Fund balance as of 12/31/21	Future project costs	Future revenue	Surplus or deficit
						Tax Increment	Interest	Shared Revenue	Developers guarantees	Other/ Borrowing	Capital & Land	Debt Service & Interest	Developers grants	Other				
4	Blight	Washington Apartments	1/20/1998	1/20/2025	414,209	541,571	620	1,071	-	-	-	200,000	-	13,400	744,071	2,955,050	2,216,521	5,542
5	Blight	Downtown	12/21/1999	12/21/2026	854,415	1,903,817	1,961	177,077	53,114	-	84,184	1,307,264	48,211	92,698	1,458,027	12,777,641	11,321,092	1,478
7	Blight	Lombardi/Ashland	1/15/2002	1/15/2029	1,115,425	780,291	1,225	(3,459)	-	6,082	-	229,462	13,891	1,656,211	-	-	-	-
8	Blight	Berger/Morrow	8/20/2002	8/20/2029	581,793	380,989	697	30,406	-	5,514	-	603,905	-	395,494	-	-	-	-
9	Industrial	University Heights	10/7/2003	10/7/2026	1,317,175	185,011	(11)	249	3,662	-	-	1,167,070	-	339,016	-	-	-	-
10	Blight	Main/Mason	8/17/2004	8/17/2031	899,314	251,991	882	9,499	-	-	-	-	21,507	23,088	1,117,091	4,273,012	3,226,960	71,039
12	Industrial	I43 Industrial Park	9/6/2005	9/6/2025	1,985,227	2,454,267	3,333	442,140	-	-	450,089	290,802	200,000	81,201	3,862,875	10,575,418	6,854,691	142,148
13	Reh/Cons	Downtown	9/6/2005	9/6/2032	(3,024,709)	2,539,445	-	607,374	16,486	9,859	-	1,417,455	591,028	82,935	(1,942,963)	35,319,975	37,551,587	288,649
14	Blight	N Broadway/Larsen Green	9/16/2006	9/16/2033	(2,474,833)	523,604	3,311	4,623	208,376	168,234	1,095	724,469	490,447	53,420	(2,836,116)	13,270,454	16,106,583	13
16	Blight	Military Avenue	5/6/2007	5/6/2034	275,344	447,031	483	82,474	-	-	-	181,155	1,479	15,441	607,257	10,003,935	9,457,807	61,129
18	Reh/Cons	University Avenue	10/6/2015	10/6/2043	(1,199,783)	463,192	-	15,678	-	-	-	1,131	184,948	20,520	(927,512)	27,502,855	28,497,801	67,434
19	Reh/Cons	East Town Mall	9/19/2017	9/19/2044	174,473	211,258	271	-	75,900	-	-	-	105,816	18,704	337,382	8,681,090	8,967,153	623,445
20	Reh/Cons	Whitney Park	9/25/2018	9/25/2045	(36,248)	116,140	52	-	-	-	-	-	34,664	16,917	28,363	6,018,876	6,132,934	142,421
21	Blight	Green Bay Packaging	9/25/2018	9/25/2045	(31,009)	1,556,802	1,092	-	-	-	-	-	-	23,988	1,502,897	52,424,742	51,172,340	250,495
22	Blight	The Shipyard	9/25/2018	9/25/2045	2,597,454	-	2,145	-	500	2,007,200	349,166	77,048	-	48,595	4,132,490	63,687,304	59,952,712	397,898
23	Blight	Legends District	9/17/2019	9/17/2046	(25,554)	13,664	106	-	-	850,000	6,788	28	-	282,963	548,437	11,723,645	11,196,178	20,970
		Totals			**3,422,693**	**12,369,073**	**16,167**	**1,367,132**	**358,038**	**3,046,889**	**891,322**	**6,199,789**	**1,691,991**	**3,164,591**	**8,632,299**	**259,213,997**	**252,654,359**	**2,072,661**