AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, SEPTEMBER 27, 2022, 2:00 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.

2. Selection of Temporary Chairperson for Special Meeting on September 27, 2022.

B. Approval of the Agenda.

1. Approval of the agenda for the September 27, 2022, meeting of the Redevelopment Authority.

C. Regular Business.

1. Consideration with possible action on a grant agreement related to job creation for a project in the Railyard District.

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

2. Consideration with possible action on awarding a contract for the Legends District Sidewalk construction contract to the low responsive, responsible bidder, Vinton Construction, in the amount of $941,751.19.

3. Consideration with possible action on a request to enter into a lease for a building at 724 Day Street to be funded through TID 21.

4. Consideration with possible action regarding contracting with Desman Associates to complete the 2022 Downtown Parking Study at an estimated cost of $36,270 using TID 13 funds.

D. Informational.

1. Director's report and project updates.

2. Next Regular Meeting: October 11, 2022 at 1:30 PM

E. 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
September 27, 2022	Neil Stechschulte, Director

AGENDA ITEM # C.1

Consideration with possible action on a grant agreement related to job creation for a project in the Railyard District.

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

BACKGROUND

Staff recommends adjourning into closed session to discuss the proposal.

RECOMMENDATION

No formal action in open session.

FISCAL IMPACT

ATTACHMENTS

1. Railyard Grant Staff Report
2. Grant Agreement DRAFT

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
September 27, 2022	Neil Stechschulte, Director

AGENDA ITEM # C.2

Consideration with possible action on awarding a contract for the Legends District Sidewalk construction contract to the low responsive, responsible bidder, Vinton Construction, in the amount of $941,751.19.

BACKGROUND

The Department of Public Works wishes to proceed with the sidewalk project for the Legends District, and has solicited bids for the project, and is requesting authorization from the RDA to proceed with the project as a TID 23 project. The project includes sidewalk installation, bump outs for streetscaping areas, and conduit for street lighting.

RECOMMENDATION

Award of LEGENDS DISTRICT SIDEWALK contract to the low responsive, responsible bidder, Vinton Construction, in the amount of $941,751.19. A copy of the bid results is included to support this recommendation.

FISCAL IMPACT

Funds were previously transferred into TID 23 from other TIDs in 2021 to fund most of this project.

ATTACHMENTS

1. Memo_RDA_Legends Sidewalk Award
2. QUESTCDN_Project Bid Results LEGENDS DISTRICT SIDEWALK PHASE 1
3. Legends Sidewalk Location Map

Inter-Office Memo

Date: September 22, 2022

To: Gary Delveaux, Chair – Redevelopment Authority

From: Steve Grenier, Director of Public Works

Re: Award of Contract – LEGENDS DISTRICT SIDEWALK

The City of Green Bay is recommending the award of contract LEGENDS DISTRICT SIDEWALK to the low responsive, responsible bidder, Vinton Construction, in the amount of $941,751.19. A copy of the bid results is included to support this recommendation.

LEGENDS DISTRICT SIDEWALK PHASE 1

Quest Number: 8281158

Closing Date: Tue, 09/13/2022 02:00 PM CDT
Posting Type: Construction Project

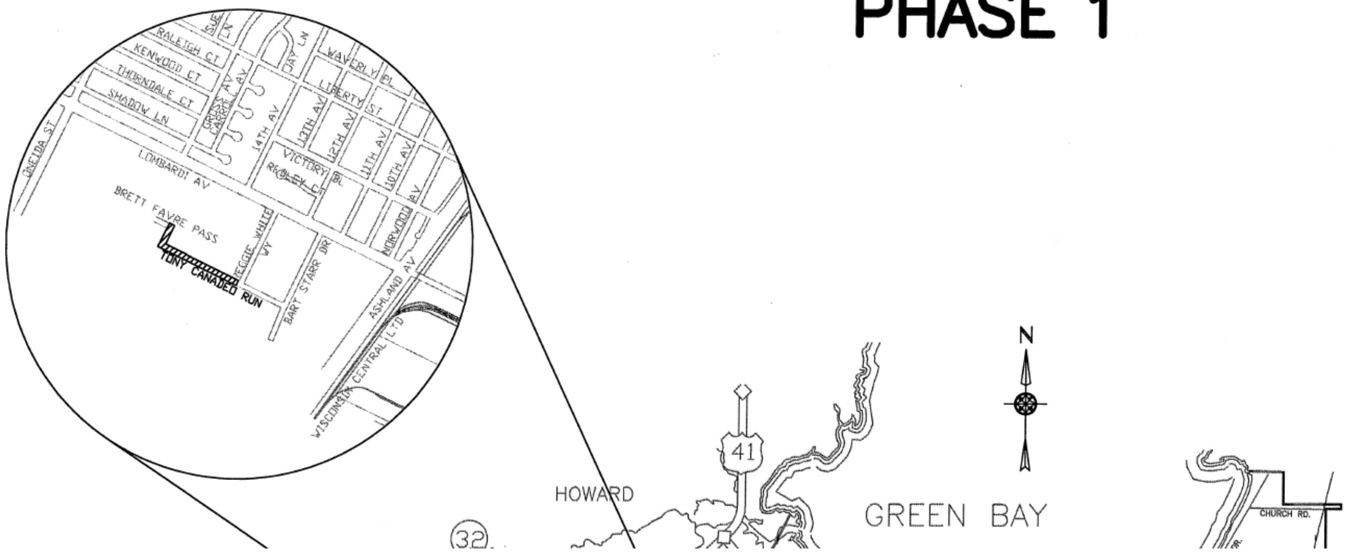
Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Chuck Yang
Email:	chucky.yang@greenbaywi.gov
Phone:	920-448-3371
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	$ 941,751.19		

CITY OF GREEN BAY

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

LEGENDS DISTRICT SIDEWALK PHASE 1



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
September 27, 2022	Neil Stechschulte, Director

AGENDA ITEM # C.3

Consideration with possible action on a request to enter into a lease for a building at 724 Day Street to be funded through TID 21.

BACKGROUND

A condition of the Developer's Agreement between the City of Green Bay and Green Bay Packaging, Inc. for the construction of the new Green Bay Packaging mill in TID 21 called for the City to transfer ownership of Parcel 20-689, 2200 Block of North Quincy Street, to Green Bay Packaging. This parcel was formerly used by the City of Green Bay for storage and was formerly the location of the Green Bay Police Department Evidence Storage Facility.

The City temporarily relocated the Evidence Storage Facility to 420 S. Broadway, the former Badger Sheet Metal site. A developer intends to acquire and redevelop this site, so the City needs to move the facilities at 420 S. Broadway to another location. (Staff anticipates that a development agreement with Impact Seven for the redevelopment of this site should be coming forward to the RDA and Council in October.)

As the need for a facility is a direct impact of the primary project in TID 21, the cost associated with the Evidence Storage Building becomes a TID-eligible expense. The City has the opportunity to enter into a long-term lease for a building at 724 Day Street that can house the Evidence Storage Facility. A copy of the draft lease is included as supporting documentation. The basic terms of the lease are $4.20 per square foot, triple net, for 34,600 square feet of storage space, with a 2 percent annual escalator in base rent. This puts the annual financial exposure to the City at approximately $170,000 in the first year. In speaking with DCED staff, a comparably-equipped facility at 24,000 square feet is renting for over $300,000 in rent.

City staff recommends entering into a 20-year lease with the McDonald Companies in accordance with the terms and conditions outlined in the draft lease agreement, subject to final review and approval of the Law Department.

RECOMMENDATION

Approval of entering into a 20-year lease with the McDonald Companies for use of 724 Day Street in accordance with the terms and conditions, subject to execution of a development agreement for 420 S. Broadway and final review and approval of the City Attorney.

FISCAL IMPACT

TID 21 will be the primary funding source for the lease expense.

ATTACHMENTS

1. Memo_RDA_Lease_724 Day
2. Draft NNN Lease - 724 Day Street

Inter-Office Memo

Date: September 22, 2022

To: Gary Delveaux, Chair – Redevelopment Authority

From: Steve Grenier, Director of Public Works

Re: Lease of 724 Day Street

A condition of the Developer's Agreement between the City of Green Bay and Green Bay Packaging, Inc. for the construction of the new Green Bay Packaging mill in TID 21 called for the City to transfer ownership of Parcel 20-689, 2200 Block of North Quincy Street, to Green Bay Packaging. This parcel was formerly used by the City of Green Bay for storage and was formerly the location of the Green Bay Police Department Evidence Storage Facility.

The City temporarily relocated the Evidence Storage Facility to 420 S. Broadway, the former Badger Sheet Metal site. A developer intends to acquire and redevelop this site, so the City needs to move the facilities at 420 S. Broadway to another location.

As the need for a facility is a direct impact of the primary project in TID 21, the cost associated with the Evidence Storage Building becomes a TID-eligible expense. The City has the opportunity to enter into a long-term lease for a building at 724 Day Street that can house the Evidence Storage Facility. A copy of the draft lease is included as supporting documentation. The basic terms of the lease are $4.20 per square foot, triple net, for 34,600 square feet of storage space, with a 2 percent annual escalator in base rent. This puts the annual financial exposure to the City at approximately $170,000 in the first year. In speaking with DCED staff, a comparably-equipped facility at 24,000 square feet is renting for over $300,000 in rent.

City staff recommends entering into a 20 year lease with the McDonald Companies in accordance with the terms and conditions outlined in the draft lease agreement, subject to final review and approval of the Law Department.

WAREHOUSE LEASE

THIS WAREHOUSE LEASE (the "Lease"), is made and entered into effective as of the [25] day of [August], [2022], by and between ALL DAY PROPERTIES, LLC., a Wisconsin Limited Liability Company (the "Landlord"); and City of Green Bay, a Wisconsin Municipal Corporation__("Tenant").

RECITALS

A. Landlord is the fee owner of certain real property located at _724 Day Street_, Green Bay, Wisconsin 54302 (the "Property"), together with the Building (as defined below) and the other improvements thereon.

B. Tenant desires to lease from Landlord approximately 34,600 square feet of interior rentable space, located within the Building and a detached storage facility located outside of the building as more specifically shown on the Building Site Plan (as defined below) attached to this Lease (collectively, the "Premises").

C. Landlord and Tenant desire to set forth the terms and conditions pursuant to which Tenant shall lease from Landlord, and Landlord shall lease to Tenant, the Premises.

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

1. BASIC TERMS. The following terms shall have the meaning set forth in this Section 1 unless specifically modified by other provisions of this Lease:

(a) Building: The building located on the Property, is industrial, warehouse and office space, as approximately depicted on the site plan attached hereto as **Exhibit A** (the "Site Plan").

(b) Adjacent Areas: The areas set forth on the Site Plan not regularly and customarily leased for Tenant's exclusive use, including but not limited to, all parking areas, driveways, sidewalks, landscaped areas, and all other areas reasonably necessary for Tenant's use of the Premises in the Building as a warehouse, as the same are shown on the Site Plan.

(c) Initial Term: _20 years____________, commencing on the Commencement Date and terminating on the Termination Date

(d) Term: The Initial Term and any Renewal Term(s) (as defined in Section 3, below).

(e) Commencement Date: On or about September 12th, 2022

(f) Termination Date: _August 31, 2042 subject to extension as provided in Section 3, below.

(g) Annual Base Rent: $4.95 psf NNN

(h) Permitted Use: General warehousing operations, including without limitation storage of products and related purposes incidental thereto.

(i) Site Plan: The site plan attached hereto as **Exhibit A**.

2. DEMISE. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, to have and to hold for the Term, pursuant to the terms and subject to the conditions of this Lease.

3. TERM & DELIVERY OF SPACE. The Initial Term of this Lease shall commence on the Commencement Date and shall end on the Termination Date.

On or about September 12, 2022, 17,800 square feet of the 22,800 square foot warehouse/office and detached storage facility shall be available for Tenant. January 1, 2023 or sooner, the remaining 5,000 square feet shall be available for tenant, with a total usage of 22,800 square feet.

4. RENT.

(a) Base Rent. Tenant agrees to pay to Landlord at the address set forth in Section 31, below, or such other place designated by Landlord, without prior demand or notice and without deduction or set-off, the Base Rent and the Additional Rent (as defined below) in accordance with the provisions set forth in this Section 4. The term "Rent" shall mean the Base Rent and the Additional Rent, unless the context specifically or clearly implies that only the Base Rent is referenced. The term "Additional Rent" shall mean all sums payable by Tenant under this Lease other than Base Rent. Rent shall be payable in advance on the first day of each month during the Term. In the event the Term commences on other than the first day of a calendar month, the Rent for such partial month shall be prorated based upon the actual number of days of the Term during such month. Upon execution of this Lease, Tenant shall pay to Landlord the Rent for the first full month of the Term. The Base Rent payable hereunder is intended to be a NNN rent and Tenant shall be responsible for and shall pay as and when due all real estate taxes, personal property insurance, maintenance, and operating costs of the Property.

(b) Additional Rent. Tenant shall pay to Landlord, as additional rent, all sums of money required to be paid by Tenant under this Lease, including Operating Costs attributable to the Term.

(i) For purposes hereof, the term "Operating Costs" means all costs and expenses paid or incurred with respect to the ownership, repair, replacement, restoration, maintenance, and operation of the Common Areas, including, but not limited to, (i) insurance premiums for the policies of insurance carried by Landlord pursuant to Section 16, below, (ii) the cost of managing, operating, maintaining, repairing, cleaning, lighting, securing, and policing the Common Areas (iii) power sweeping of the parking lot, repair and replacement of parking lot lights, repaving, general parking area repairs, car stops, landscaping, rubbish removal, rubbish receptacles, snow and ice removal, (iv) shared signs and shared sign repairs and maintenance, (v) pest control, and (vi) other general maintenance and repairs of the Common Areas.

a. Payment of Operating Costs. On or before the Commencement Date and during December of each year (or as soon after as is practicable), Landlord shall give Tenant written notice of its reasonable estimate of Operating Costs payable under this Section 4 for the following year. On or before the first day of each month thereafter, Tenant shall pay to Landlord, as additional rent, of such estimated amount; provided, that if such notice is not given in December, Tenant may continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is actually given.

b. If at any time it appears that Landlord's estimate of Operating Costs for the then-current year will vary by more than five percent (5%), Landlord may revise its estimate and thereafter Tenant shall make monthly payments based on the revised estimate.

c. Within ninety (90) days of the end of each calendar year during the Term, Landlord shall deliver to Tenant a written statement setting forth in reasonable detail the total amount of Operating Costs for the preceding year. If Tenant's Operating Costs for such year exceeds that estimated additional rent paid by the Tenant pursuant to this Section 6(b), Tenant shall pay the amount of such excess to Landlord within thirty (30) days of receipt of Landlord's written statement. If such statement shows an amount due from Tenant that is less than the payments made by Tenant, the amount of the overpayment shall be credited by Landlord to the next occurring Operating Cost payment(s) payable by Tenant.

d. Tenant shall have the right to examine Landlord's books and records relating to Operating Costs during normal business hours within sixty (60) days of Landlord's furnishing any statement of actual Operating Costs to Tenant. Unless Tenant takes written exception to any item within ninety (90) days following the furnishing of a statement of actual Operating Costs to Tenant, such statement shall be considered final and accepted by Tenant. For years in which the Term commences and terminates, Tenant shall pay only that portion of the amount otherwise payable under this Section 4(a) which the number of days during the Term bears to the number of days during the year in question.

(c) Late Charge. Tenant acknowledges that late payment of Rent involves additional costs to Landlord for collection and bookkeeping, and, in some instances could result in Landlord's mortgagee imposing a late charge on Landlord past due rent shall bear interest at the rate of Wall Street Journal Prime plus five percent (5%) per annum commencing on the sixth (6^{th}) day after the due date for Rent. The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of Rent.

(d) Renewal Term Base Rent. At the commencement of the Renewal Term, the Base Rent will increase to equal the Base at two percent (2%).

5. CONDITION OF PREMISES. Tenant hereby accepts the Premises in its "AS-IS, WHERE IS, WITH ALL FAULTS" condition, and Landlord shall have no obligation whatsoever otherwise to alter, improve, decorate, or otherwise prepare the Premises, or any portion thereof, for Tenant's occupancy. Tenant acknowledges that neither Landlord nor any representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use, the uses to which the Premises may be put, or any other matter or thing affecting or relating to the Premises. Tenant represents and warrants that Tenant inspected the Premises. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises, and that the Premises are in satisfactory condition for Tenant's use pursuant to the terms of this Lease.

6. USE. The Premises shall be used only for the Permitted Use or for any other legal purposes Landlord approves in writing, and for no other purposes. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Property. Tenant shall obtain all licenses, permits, approvals, authorizations, exemptions, certificates, and registrations and make all applicable filings required of Tenant under all applicable Laws (as defined below) required by Tenant to operate at the Premises. Tenant shall not do or permit anything to be done on or about the Property or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Property or any of its contents or that will invalidate any such insurance. To the extent that Tenant's use or occupancy of the Premises shall cause an increase in the insurance premiums payable by Landlord to insure the Property hereunder, the amount of such increase may be charged to Tenant as Additional Rent from and after the date such increase is imposed on Landlord.

7. COMPLIANCE WITH LAWS. Tenant shall, at its sole cost and expense, promptly comply with (a) all federal, state, and local laws, statutes, ordinances, and governmental rules, regulations, or requirements now or hereafter in effect ("Laws"), and (b) the requirements of any insurance company insuring the Property, the local Board of Fire Underwriters, or any similar body now or hereafter constituted, in each case relating to or affecting the condition, use, or occupancy of the Premises.

8. ENVIRONMENTAL REQUIREMENTS. Tenant shall comply with all applicable environmental Laws which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances, and other environmental matters as the same shall be in existence during the Term. All the foregoing Laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates, and registrations (hereinafter collectively referred to as

“Permits”) and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste, or material or any similar substance which is or may become regulated under any applicable federal, state, or local law (hereinafter collectively referred to as “Hazardous Substances”) to be brought upon, kept, or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant’s business; provided that Tenant shall handle, store, use, and dispose of any such Hazardous Substance in full compliance with all applicable Laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises.

9. ADJACENT AREAS. Tenant and its employees, customers and invitees shall have the non-exclusive right to use, in common with Landlord (or entities related to Landlord) and their respective employees, customers, and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the Adjacent Areas.

10. PARKING. Tenant shall have the non-exclusive right to use parking spaces located within the Adjacent Areas, at no additional cost or expense. Landlord reserves the right to regulate parking within the Adjacent Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.

11. MAINTENANCE AND REPAIRS.

(a) Landlord’s Obligations. Except for those obligations identified as Tenant’s obligations in Section 11(b), below, Landlord shall, at its sole cost and expense, keep and maintain the Premises and Adjacent Areas in good, safe, and working order and condition, including without limitation: (i) all exterior walls, load-bearing walls (interior or exterior), roof, roofing systems, and the foundation of the Building and (ii) parking areas, walkways, drives, and all exterior areas in the Adjacent Areas. To the extent that repairs and maintenance are required because of Tenant’s acts or negligence, or that of its agents, employees, customers, or invitees, or the particular nature of Tenant’s use of the Premises, such repairs and replacements shall be Tenant’s responsibility, and Landlord may undertake such repairs and maintenance at Tenant’s sole cost and expense.

(b) Tenant’s Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises and every part thereof, in a clean, safe, sanitary, and tenantable condition in accordance with all applicable Laws and insurance requirements. Tenant shall be responsible for repairing any damage to the Property caused by Tenant installing or moving of its trade fixtures, furniture, equipment, and personal property. Tenant shall maintain the Building’s interior, including all heating, ventilating, air conditioning, electrical, plumbing, and mechanical systems in the Building.

12. UTILITIES. Tenant shall pay when due all utilities consumed in the Premises, including, but not limited to water, sanitary sewer, electricity, gas, telephone, and internet. Tenant shall be responsible for obtaining all utility services it desires to operate its business on the

Premises. Tenant will not be relieved of performing any of its obligations under this Lease, if any utility services is discontinued, and Landlord shall not be liable for any discontinuation in or failure of any utility service, and no such failure or discontinuation shall be deemed a constructive eviction.

13. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements ("Alteration") in, on, or to the Property, or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the Landlord's prior written consent, which may be withheld in Landlord's sole discretion. If Landlord consents to any Alteration, then the same must be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with all Laws relating thereto. Tenant shall not place any sign on the Building's exterior or on or in any Adjacent Areas without the Landlord's prior written consent.

14. LIENS. Tenant shall not suffer or permit any liens under any construction lien law and arising from or in connection with Tenant's improvements to or alterations of the Premises or Building to be filed or recorded against the Property, or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded against the Property, upon reasonable notice, Tenant shall immediately cause such lien to be discharged of record. Tenant shall indemnify and save Landlord harmless from and against all costs, liabilities, suits, penalties, claims, and demands, including reasonable legal fees, resulting from any such liens or encumbrances filed against Landlord or any portion of the Property.

15. RIGHT OF ENTRY. Landlord and its agents shall have the right to enter the Premises on twenty-four (24) hours written notice (except in the case of bona fide emergency) to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Property, and to alter, improve, or repair the Building or any portion thereof. The Landlord shall have the right to enter the Premises in the event of emergency as determined by Landlord to take necessary action to protect its property or the property of others.

16. INSURANCE.

(a) Landlord's Insurance. During the Term of this Lease, Landlord shall, obtain and continuously maintain in full force and effect a policy of property insurance covering the Property, the Building and other improvements located on the Property against fire, vandalism, malicious mischief, and such other hazards contained in a Special Risk or All Risk Form, in an amount equal to one hundred percent (100%) of the replacement value of the improvements constructed on the Property.

(b) Tenant's Insurance. Tenant shall, at its sole cost and expense, obtain and continuously maintain in full force and effect at all times during the Term of this Lease (a) commercial general liability insurance (including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease) covering injury to or death of persons and damage to property in an amount not less than Two Million Dollars ($2,000,000) single limit (or such higher amounts as Landlord shall from time to time determine); (b) property insurance covering all trade fixtures, furnishings, equipment, and personal property located on or within the Premises and all of Tenant's leasehold improvements to the Premises against fire, vandalism, malicious mischief, and such other hazards contained in a Special Risk or All Risk Form, insuring in an amount equal to one hundred percent (100%) of the replacement cost value thereof; (c) business interruption insurance in an amount sufficient to pay all Rent due hereunder for one (1) year; (d) worker's compensation insurance and employer's liability insurance with no less than the minimum limits required by applicable Law; (e) commercial automobile liability insurance covering all owned, non-owned, and hired or borrowed vehicles of Tenant used in connection with the operation of its business from the Premises, with limits of not less than Two Million Dollars ($2,000,000) per occurrence; and (f) such other insurance as may be required from time to time by Landlord or Landlord's mortgagee, if any.

(c) Additional Provisions. All of such policies shall be written by an insurance company or companies satisfactory to Landlord and which are rated a IX or better by A.M. Best. The Landlord and Landlord's mortgagee shall be included as an "additional insured" and "loss payee", as their interests may appear, on all policies required to be maintained by Tenant hereunder. Tenant shall promptly deliver to Landlord certificates of insurance and evidence of property insurance for all policies required to be maintained by Tenant hereunder and shall promptly provide a new certificate to Landlord within thirty (30) days of a material modification or cancellation of any existing coverage. Each policy required to be maintained by Tenant hereunder shall contain an agreement by the insurer that such policy shall not be canceled or surrendered without at least thirty (30) days' prior written notice to the Landlord. Each policy of insurance required to be maintained by Tenant hereunder shall provide for a severability of interests, such that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds. Each policy of insurance required by this Section 16: (i) shall provide for a severability of interests, such that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds, and (ii) shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease or agreeing not to acquire any rights of recovery which the insured has expressly waived before loss.

17. WAIVER OF SUBROGATION. Notwithstanding any provision of this Lease to the contrary, if either party hereto suffers a loss or damages, and such loss or damages would typically be covered under any policy of insurance that such party actually maintains or is required to maintain pursuant to this Lease, then such party hereby releases the other party to and from any and all liability for each such loss or damage (notwithstanding that such loss, damage or liability may arise out of the negligent act or omission of the other party, its agents, officers or employees), and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof; provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law. If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss. Each of the parties hereto agrees that if the provision waiving subrogation in any of

such policies of insurance requires that notice of such waiver be served upon the insurer, such notice shall be promptly served by the party obtaining such insurance.

18. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant, for any injury or damage to any person or property in or about the Property, or any part thereof or any equipment thereof arising out of flooding of the Property; damages caused by repairs, sprinkler devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of Landlord or of other tenants or occupants or employees in, on, or about the Property; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Property belonging to Tenant or its agents, customers, employees, or invitees shall be there at Tenant's risk or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against Landlord's right, title, and interest in the Property, and out of rents or other income from such Property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

19. INDEMNIFICATION.

(a) Indemnification of Landlord. Tenant shall indemnify, protect, defend, and hold harmless Landlord and the Landlord's trustees, shareholders, partners, members, directors, officers, managers, brokers, employees, agents, contractors, customers, invitees, representatives, successors, and assigns from and against any and all claims, costs, liens, judgments, penalties, reasonable attorneys' and consultant's fees, expenses, and liabilities relating to or arising from or out of: (a) Tenant's occupancy of the Premises, (b) the Tenant's business operations on the Property, (c) Tenant's willful, reckless, or negligent act or omission or that of its officers, employees, agents, contractors, licensees, subtenants, customers, invitees, or representatives in, on, or about the Property, and (d) Tenant's breach or default in performing any covenant or agreement to be performed pursuant to the Lease's terms; provided, however, that Tenant's obligations under this Section shall not apply to injury or damage resulting from Landlord's negligence or willful act. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant, upon written notice from Landlord, shall defend the same at Tenant's expense, and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified.

(b) Indemnification of Tenant. Landlord shall indemnify, protect, defend, and hold harmless Tenant and its successors and assigns from and against any and all claims, costs, liens, judgments, penalties, reasonable attorneys' and consultant's fees, expenses, and liabilities relating to or arising from or out of: (a) Landlord's willful, reckless, or negligent act or omission or that of its officers, employees, agents, contractors, or representatives in, on, or about the Property, and (b) Landlord's breach or default in performing any covenant or agreement to be performed pursuant to the Lease's terms;

provided, however, that Landlord's obligations under this Section shall not apply to injury or damage resulting from Tenant's negligence or willful act. If any action or proceeding is brought against Tenant by reason of any of the foregoing matters, Landlord, upon written notice from Tenant, shall defend the same at Landlord's expense, and Tenant shall cooperate with Landlord in such defense. Tenant need not have first paid any such claim in order to be so indemnified.

c) Reservation of Rights. Notwithstanding any other portions of this Lease, nothing contained herein is intended to waive or estop the Tenant or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Tenant or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater that the limits of liability of municipal claims established under Wisconsin law.

20. CASUALTY. Should damage occur to the Property during the Term, Landlord may, in accordance with all applicable Laws, elect to restore the Property to substantially the same condition it was in before the damage. If Landlord does not opt to restore the Property, this Lease shall terminate upon thirty (30) days written notice given by Landlord to Tenant. If Landlord does restore the Property, Rent shall abate to the extent the Property is untenantable during the restoration period. The provisions of this Section are subject to the rights of the Landlord's mortgagees, if any, to retain or apply insurance proceeds in accordance with its loan documents.

21. CONDEMNATION. If all or substantially all of the Property is sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Rent payable hereunder shall be apportioned accordingly. Upon any taking of less than a substantial part of the Property, this Lease shall continue in force as to the part of the Premises not taken, and the rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and alterations) to restore the remainder of the Premises to the approximate condition in which it existed at the time of such taking. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Property, shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. If this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired Term hereof. The provisions of this Section 21 are subject to the rights of Landlord's mortgagees, if any.

22. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, pledge, mortgage, or otherwise transfer or encumber this Lease, or sublet any part or all the Premises without

Landlord's prior written consent. Upon Landlord's consent, however, Tenant shall always, and under all circumstances, remain liable to Landlord for the payment of Rent due and to become due and the performance of all other Tenant obligations under this Lease for the Term hereof.

23. DEFAULT. Landlord (asserting a default pursuant to this Section 23), respectively, may, upon written notice to Tenant (asserted to be in breach, default, or other nonperformance under this Lease), declare Tenant to be in default of the Lease and Landlord may seek to re-enter and recover possession of the Premises if Tenant commits any of the following: (i) Tenant fails to pay the Rent within five (5) calendar days of when due hereunder; (ii) Tenant fails to perform any of the other covenants or conditions herein contained, and such default continues for thirty (30) days after Landlord gives Tenant written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period and provided the subject party commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion); (iii) Tenant causes this Lease to pass to any party of than Tenant, without Landlord's consent, either by Tenant's act, by operation of law, or otherwise; (iv) Tenant abandons the Premises; (v) Tenant becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors; or (vi) Tenant fails to discharge a receiver or trustee within thirty (30) days of such receiver or trustee's appointment if a receiver or trustee is appointed to act on Tenant's behalf (individually and collectively a "Default Event"). If a Default Event occurs, Landlord shall be entitled to recover from Tenant, all other costs, liabilities, expenses, and other damages sustained because of Tenant's breach, including, but not limited to, the costs, expenses, and legal fees incurred in enforcing this Lease's terms and provisions. As an alternative, at Landlord's election, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations. Landlord may, but shall not be obligated to, cure Tenant's default that Tenant fails to cure within the applicable grace period and whenever Landlord so elects, all reasonable costs and expenses Landlord pays to cure such default, including, without limitation, reasonable legal fees, shall be payable to Landlord as Additional Rent, which will be due on demand.

24. TERMINATION. Tenant may terminate the Lease at any time for any reason upon ninety (90) day written notice to Landlord.

25. COSTS. Tenant shall pay all costs, including the reasonable cost of legal fees, which Landlord may incur or pay to enforce Tenant's covenants and agreements in this Lease.

26. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair, consistent with the condition in which Tenant received the Premises on the Commencement Date and subject to Tenant's duty to make repairs as provided herein and normal wear and tear. All of Tenant's alterations and decorations to the Premises shall remain and become Landlord's property, unless Landlord requires Tenant, at Tenant's expense, to remove any or all alterations and decorations and repair the damage caused by such removal. Upon Landlord's request, Tenant shall remove all of Tenant's furniture, equipment, and unattached movable personal property, no later than the termination date, and Tenant shall repair all damage caused by such removal. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall

indemnify Landlord against all loss or liability resulting from Tenant's delay in surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes, and vaults, if any, in the Premises.

27. HOLDOVER. If Tenant remains in possession of the Premises after this Lease expires, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, subject to all of the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy, provided that Tenant shall pay to Landlord an amount equal to two hundred percent (200%) of the Base Rent in effect immediately preceding the holdover period, together with all other Additional Rent due under this Lease. Such month-to-month tenancy may be terminated at the end of any calendar month by either Landlord or Tenant giving the other at least twenty-eight (28) days prior written notice. The foregoing provisions shall not affect or impair, and shall be in addition to, Landlord's rights to pursue all remedies for Tenant's default resulting from such holdover available under this Lease, at law or in equity.

28. TRANSFER BY LANDLORD. If Landlord sells or conveys the Property, the same shall release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the Landlord's successor-in-interest in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

29. SUBORDINATION. This Lease is and shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on or against the Property, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments, and supplements to any mortgage, without the necessity of the execution and delivery of any further instruments by Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver to Landlord, within ten (10) days of Landlord's written request (the "SNDA Notice Period"), such further instruments evidencing such subordination of this Lease to the lien of any such mortgages as may be required by Landlord; provided that the holder of any such mortgage has agreed not to terminate or disturb Tenant's right to use and occupy the Premises and Adjacent Areas pursuant to the terms of this Lease and if Tenant is not in default under this Lease. Tenant's failure to execute and deliver such instrument within the SNDA Notice Period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest herein. Notwithstanding anything to the contrary contained in this Section 29, if, at any time, the holder of any mortgage elects to have this Lease constitute a prior and superior lien to its mortgage, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage, whether this Lease is dated before or subsequent to the date of such mortgage.

30. ESTOPPEL CERTIFICATES. Tenant agrees that at any time and from time to time upon not less than twenty (20) days of Landlord's prior request, Tenant shall execute, acknowledge, and deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same);

(ii) the dates to which the rent and other charges have been paid; and (iii) that, so far as the Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same); and (iv) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

31. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given and received: (i) on the date of delivery when delivered by hand or when transmitted by confirmed simultaneous email; (ii) on the following business day when sent by receipted overnight courier; or (iii) three business days after deposit in the United States Mail when mailed by registered or certified mail, return receipt requested, first class postage prepaid, as follows:

If to Landlord to:	*All Day Properties, LLC* *Attn: Real Estate Division* *1032 Bay Beach Road* *Green Bay, WI 54302* *Tel.: 920-593-1621* *920-465-3230* *Email: Rebecca.larsen@cmmcdonald.com*
With a required copy to:	*Godfrey & Kahn, S.C.* *Attn: Timothy J. McCoy* *200 S. Washington Street, Suite 100* *Green Bay, WI 54301* *Tel.: (920) 432-9300* *Fax: (920) 436-7988* *Email: tmccoy@gklaw.com*
If to Tenant to:	*City of Green Bay* *City Clerk* *100 N. Jefferson St.* *Green Bay, WI 54911* *Email:*

Any party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner above provided for giving notice.

32. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in

this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

33. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns. No third party, other than such successors and assigns, shall be entitled to enforce any or all the terms of this Lease or shall have rights hereunder whatsoever.

34. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

35. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, regulations, orders or decrees, riots, insurrection, war, acts of god, epidemics, pandemics, inclement weather, or other reason beyond a party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

36. CORPORATE AUTHORITY. Each individual executing this Lease on behalf of a party represents and warrants that he or she is duly authorized and has all power necessary to execute and deliver this Lease on behalf of such party, and that this Lease is binding upon such party in accordance with its terms.

37. WAIVER. A waiver by Landlord of a breach or default under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

[Signature page(s) follows.]

IN WITNESS WHEREOF, the parties have executed this Warehouse Lease as of the date first written above.

"LANDLORD":

ALL DAY PROPERTIES, LLC

By: ______________________________________
Name: Robert Weyers
Title: Managing Member

"TENANT":

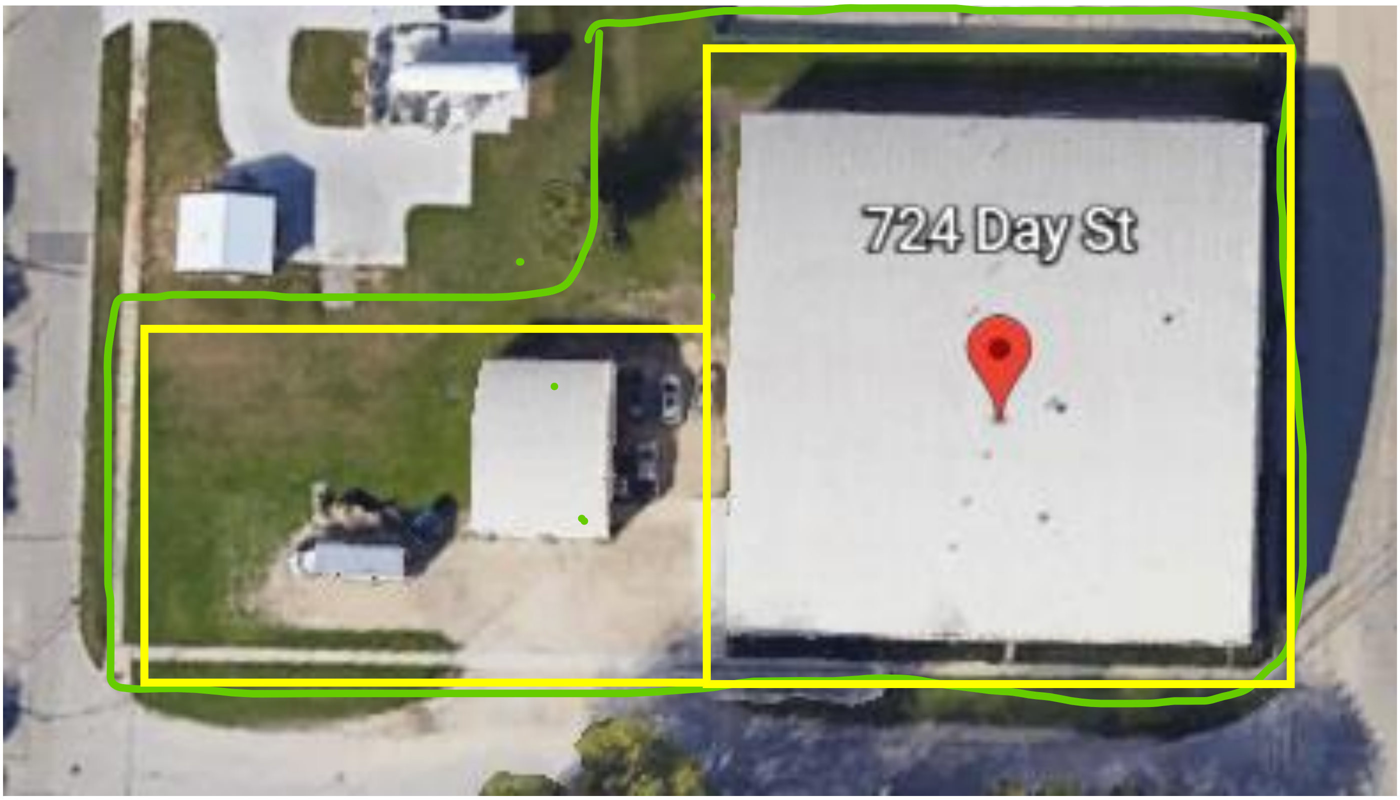
____

By: ______________________________________
Name: _______________
Title: ______________________________________

<u>EXHIBITS REQUIRED TO BE ATTACHED:</u>
EXHIBIT A: Site Plan

EXHIBIT A

Site Plan



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
September 27, 2022	Neil Stechschulte, Director

AGENDA ITEM # C.4

Consideration with possible action regarding contracting with Desman Associates to complete the 2022 Downtown Parking Study at an estimated cost of $36,270 using TID 13 funds.

BACKGROUND

The City of Green Bay last updated our Downtown Parking Study in 2013. This study identifies current parking conditions, evaluates the availability of surface lots, on-street metered parking, ramp parking, parking rates, projects future supply and demand, and makes recommendations on how the City should meet those future needs to continue a prosperous and vibrant downtown. The City needs to update the study to reflect changes to our downtown since 2013.

As our ramps, several surface lots, and a large amount of our metered parking lie within the boundaries of TID 13, we recommend that the cost to complete the study comes from TID 13, as was the case in 2013.

Department of Public Works staff provided a Request for Proposals to consultant firms earlier in 2022, receiving 2 proposals back.

RECOMMENDATION

Approval of a contract with Desman Associates to complete the 2022 Downtown Parking Study at an estimated cost of $36,270, subject to the final approval of the Director of Public Works and the City Attorney, and forwarding to Council for their consideration.

FISCAL IMPACT

The project will be a TID 13 expense.

ATTACHMENTS

1. Memo_RDA_2013 Parking Study

Inter-Office Memo

Date: September 22, 2022

To: Gary Delveaux, Chair – Redevelopment Authority

From: Steve Grenier, Director of Public Works

Re: Downtown Parking Study

The City of Green Bay last updated our Downtown Parking Study in 2013. This study identifies current parking conditions, evaluates the availability of surfaces lots, on-street metered parking, ramp parking, parking rates, projects future supply and demand, and makes recommendations on how the City should meet those future needs to continue a prosperous and vibrant downtown. The City needs to update the study to reflect changes to our downtown since 2013.

Department of Public Works staff provided a Request for Proposals to consultant firms earlier in 2022, receiving 2 proposals back. After a careful evaluation of the proposals, staff is recommending contracting with Desman Associates to complete the 2022 Downtown Parking Study, at an estimated cost of $36,270. As our ramps, several surface lots, and a large amount of our metered parking lie within the boundaries of TID 13, we are recommending that the cost to complete the study come from TID 13, as was the case in 2013.