AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MARCH 14, 2023, 1:30 PM
City Hall, Room 604 - The Harry Maeir Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the March 14, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the February 2, 2023 and February 14, 2023, meetings of the Redevelopment Authority.

E. Regular Business.

1. Election of Officers - Chair, Vice-Chair, and Secretary.
2. Selection of members to serve on various subcommittees of the Redevelopment Authority.
3. Consideration with possible action on the award of a Fair Housing Services three-year contract to Metropolitan Milwaukee Fair Housing Council with Community Development Block Grant funding.
4. Consideration with possible action to approve and recommend to the Common Council the City of Green Bay's 2023 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

5. Consideration with possible action to terminate and replace a grant agreement with BFAM, LLC for the renovation of 317 Dousman Street.

6. Consideration with possible action on the award of selected playground equipment for Farlin Park.

7. Consideration with possible action on a development agreement with Henry Real Estate Development, LLC, Gorman & Company, the Green Bay Redevelopment Authority, and the City of Green Bay regarding the redevelopment and reuse of the property at 216 South Military Avenue (parcel #6-266-E).

8. Reconsideration with possible action on a no-build easement on RDA-owned property (parcel #12-112) and request to acquire/transfer RDA-owned property (parcel #12-86-1).

   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.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: April 11, 2023 at 1:30 PM

G. Adjournment.

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

Virtual Meeting Instructions

Redevelopment Authority

Zoom Meeting Information

Join Zoom Meeting

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

Meeting ID: 831 8804 4732
Passcode: 084117

One tap mobile

+13017158592,,83188044732# US (Washington DC)
+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732
Passcode: 084117
Find your local number: https://us02web.zoom.us/u/kc4U7kFumh

Public Comments

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

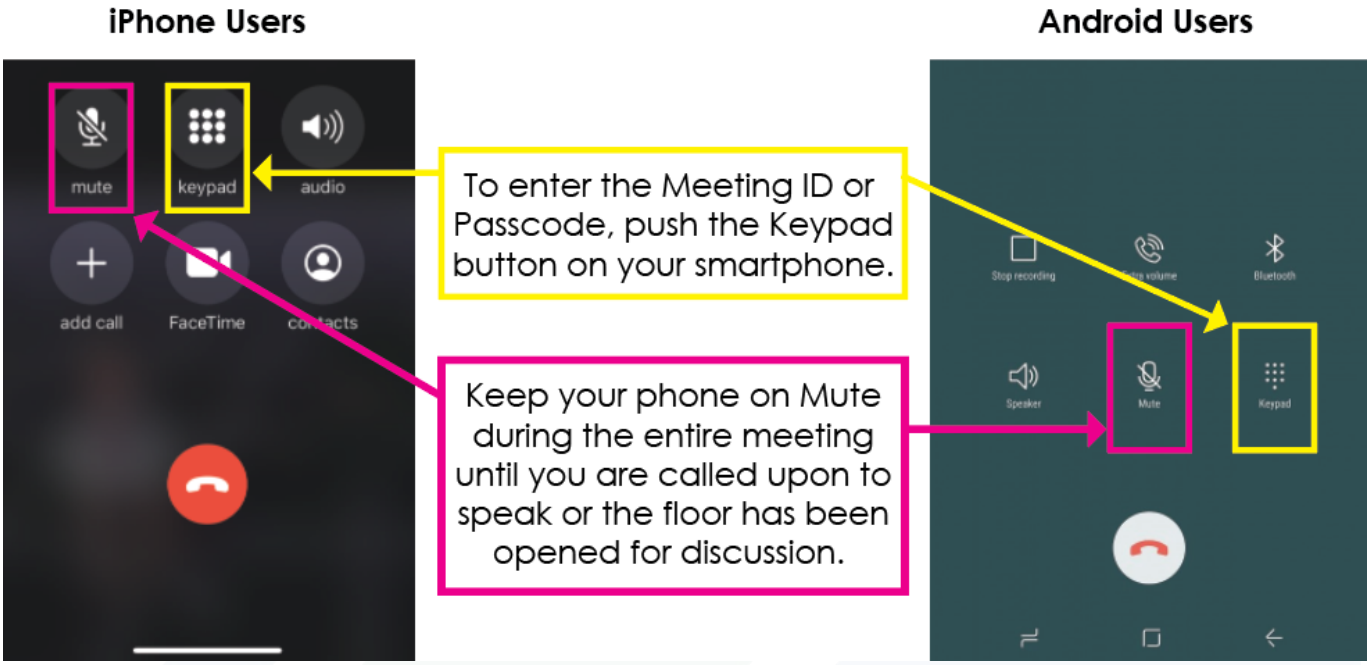
Additional Information

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

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

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
    a. If you're using a smartphone, look at your screen and click the Mute button



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE

March 14, 2023

AGENDA ITEM # E.2

Selection of members to serve on various subcommittees of the Redevelopment Authority.

BACKGROUND

Here is the current list of subcommittees:

Funding Administration Subcommittee
Melanie Parma, Ald. Randy Scannell, Deby Dehn

Real Estate Subcommittee
Melanie Parma, Matt Schueller, Kathy Hinkfuss

Community Development Revolving Loan Fund
Matt Schueller, Kathy Hinkfuss

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.3

Consideration with possible action on the award of a Fair Housing Services three-year contract to Metropolitan Milwaukee Fair Housing Council with Community Development Block Grant funding.

BACKGROUND

The City of Green Bay used a competitive application process to make a portion of its 2022 Community Development Block Grant funds available to non-profit groups who could administer a fair housing services program for the City of Green Bay. A Fair Housing Services Request for Proposals (RFP) was sent out and one application was received, from Metropolitan Milwaukee Fair Housing Council (MMFHC).

We have contracted with them for the last several years and staff have been satisfied with their performance. MMFHC proposes to conduct the following activities in Green Bay through its satellite office, Fair Housing Center of Northeast Wisconsin (FHCNW): Enforcement Services, Training and Technical Assistance, Education and Outreach Services, and Marketing Campaign. Staff met with the MMFHC and shared the recommendations made by the Equal Rights Commission. They have agreed to work within their scope of services to partner with Green Bay non-profits on a more localized approach to services and outreach.

RECOMMENDATION

To award a Fair Housing Services three-year contract to Metropolitan Milwaukee Fair Housing Council with Community Development Block Grant funding.

FISCAL IMPACT

ATTACHMENTS

1. Proposal from MMFHC

CITY OF GREEN BAY, WISCONSIN
Redevelopment Authority of the City of Green Bay

REQUEST FOR PROPOSAL # 2022-61

Administration Fair Housing Services Program

Request for Proposal (RFP) Schedule of Events CC: 94660, 95013, 91863, 95249	
November 15, 2022	RFP issued to Vendors
December 8, 2022	Questions from Vendors due (written only)
December 15, 2022	Addendum issued (if required)
January 5, 2023	DUE DATE FOR RFP (by **2:00PM** CST, opened in room 101)
January 26, 2023	Projected award notification date, pending Authority approval on January 24, 2022
Method and deadline of submittal	SEALED envelope only, by mail delivery. **Submit two (2) complete sets of your RFP documents.** Please Label the lower left corner of your sealed submittal envelope: **" SEALED PROPOSAL RFP"** **RDA – Fair Housing Services Program 2022-61**
Submit Proposals to	Thomas J. Walenski, Procurement Manager City of Green Bay, Purchasing Department 100 N. Jefferson St., Room 101, Green Bay, WI 54301-5026
E-mail, Phone, Fax Info	Purchasing Department E-mail: purchasingag@greenbaywi.gov Phone: 920-448-3048 Fax: 920-448-3050

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and non responsive. All times listed are in Central Time, unless otherwise noted.

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INFORMATION AND INSTRUCTIONS

General Information
The City of Green Bay (City) is requesting your consideration to participate in our Request for Proposal (RFP). This section lists basic information and instructions. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions which responses should be made. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

Background
The City of Green Bay receives Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds annually from the U.S. Department of Housing and Urban Development (HUD) to fund activities that benefit low and moderate-income (LMI) residents of Green Bay.

Redevelopment Authority (RDA) has made a portion of the City of Green Bay's Community Development Block Grant (CDBG) funds, which are administered by the RDA, available to a non-profit group who will administer a fair housing services program for residents of the City of Green Bay. The program should provide the following fair housing services, enforcement, education, outreach, training and technical assistance. The program needs to serve at least 51% of the people who are low and moderate-income, defined as their household income is equal to or less than 80% of the median income for the Green Bay area.

The RDA reserves the right to select, negotiate and subsequently award, the proposed service which best meets our required needs, quality levels, and budget constraints. The award may be in part or whole. To learn more about the Redevelopment Authority of the City of Green Bay, please visit our website at http://www.greenbaywi.gov

Contact with the City of Green Bay
This Request for Proposal (RFP) is issued by the City of Green Bay (City) Purchasing Division, which is the sole point of contact for the City during the selection process. During participation in this proposal, Vendors must arrange all contacts with the City through the individual listed. Contact with the City must be for the sole purpose of clarifying issues related directly to this proposal. Contacts not arranged through the individual listed are deemed to be unacceptable. The Purchasing Staff responsible for managing the procurement process is Thomas Walenski.

Submit RFP's to:	Thomas J. Walenski- Purchasing Department
Address	100 North Jefferson Street, Room 101, Green Bay, WI 54301-5026
Phone	920-448-3048 FAX: 920-448-3050
Email	PurchasingAg@greenbaywi.gov

Schedule of Events
Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. Proposals must be received in the above office by the specified time stated. Late submissions will be considered unresponsive and will not be evaluated. In the event the City finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing addenda to this RFP.

Definitions
The following definitions are used throughout the Request for Proposal (RFP).
- City means City of Green Bay
- RDA means Redevelopment Authority of the City of Green Bay
- Proposer/Vendor means a firm submitting a proposal in response to this RFP.
- Contractor means proposer awarded the contract.

Reasonable Accommodations
The City will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division contact listed in this proposal. City Hall is available through either of the two entrances on the Jefferson Street (west) side of the building.

Sealed Proposal Submission
This is a sealed proposal and only the names of proposers will be read at the public opening. Documentation must be received at the office of the Purchasing Department on or before the due date noted above between the hours of 8am and 4:30pm, Monday – Friday. Proposals shall be in your envelope clearly marked with the Vendor's name and return address and indicate **"SEALED PROPOSAL RFP #2022-61".** Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.

Questions
Vendors are asked to examine this request for proposal (RFP) upon receipt. All questions or clarifications should only be directed in writing via fax or e-mail to the Purchasing Department, before the designated deadline for written questions. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of City regarding this RFP may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

Addenda
Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their proposal, to determine if addenda were issued. Addenda will be issued on DemandStar to registered vendors who will be notified electronically. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated by the Vendor on the bottom of the Proposal Signature Page.

Non-restrictive specifications and vendor alternates
Specifications are intended to define the level of quality and performance of this purchase and not to restrict competition. Where certain brands or part number are specified, it is for illustration or to establish a standard of quality (unless 'No Substitution' is noted). Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY ITEM NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendor's request for change.

Proposal Opening
Proposals will be publicly opened and only proposers name to be read on the proposal due date in the Purchasing Department Conference Room at 2:00 PM CST January 5, 2023, City Hall, Room 101, 100 N. Jefferson St., Green Bay, WI. The main purpose of the proposal opening is to reveal the names only of the Vendors, and not to serve as a forum for determining the most responsive, responsible Vendor.

Proposal Evaluation Process
After the closing date, the City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the RDA's requirements. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination. One or more responsive and responsible vendor proposals may be selected and further negotiations and/or interviews/oral presentations may occur. Once the successful Vendor has been selected, an award notice will be issued.

Award Notice
After an award is made, a proposal tabulation summary will be available through DemandStar. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based only on lowest price.

Appeals Process
Protest of this award or recommendation of award shall be made in writing and received in the purchasing office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are posted on the DemandStar service. A written protest must contain a specific legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved, and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the Procurement Manager.

Termination of Contract
The City or RDA may terminate the resulting contract at any time by a notice in writing from the City Procurement Manager to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

Right of Rejection and Clarification
The RDA reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the RDA.

Right to award all or a portion
The RDA reserves the right to award all or a portion of this request to one or more Vendors on a location basis. Vendor to indicate any additional discount allowed for award of entire order.

Financial Commitments
All financial commitments by the RDA are subject to the availability of funds approved by the Redevelopment Authority of the City of Green Bay.

Incurring Costs
The RDA is not liable for any cost incurred by proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations, or any other costs a vendor would incur in responding to the RFP.

Right to Cancel
The resulting contract may be canceled with just cause by either party, with submission of a 90-day written notice to the other party.

Fixed Price Period
All prices, costs, and conditions in the proposal shall remain firm and valid for acceptance for 90 days after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

Statutory Information
Any purchase agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin.

All project participants, consultants, engineers, and vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.

Public Records Requirement
It shall be understood any proposal and any/all referencing information submitted in response to this RFP shall become the property of the City/RDA and will not be returned. The City/RDA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a Public Authority, the RDA is subject to making records available for disclosure.

Nondiscrimination
In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Assignment or subcontract
Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

Independent Contractor Status
The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Non-compliance
Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State, Federal Government specifically HUD, for non-compliance with any requirements, including equal opportunity and/or affirmative action.

Patent Infringement
The seller shall indemnify and hold harmless the City and RDA and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

Rights to Submitted Material
It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts, and proposal or referencing information submitted in response to this RFP shall become the property of the City/RDA, and will not be returned. The City/RDA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City/RDA is subject to making records available for disclosure.

1. PREPARING AND SUBMITTING A PROPOSAL

General Instructions
The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired.

Proprietary Information
All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated **on the attached** "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s) and Wisconsin Open Records Law.

Proposal Response Organization and Format
Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Each individual attachment should be separated by tabs or otherwise clearly marked. Two (2) complete hard-copy sets of documents. The signature page attachment lists all the documents and page numbers that are required by each vendor.

Number of Proposal Options & Complete Information
Proposers may submit more than one proposal if they choose. Each proposal submitted must conform fully to the requirements for proposal submission. Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the proposal opening. Failure to enclose all necessary attachments by the time the proposals are opened may disqualify the Vendor from being awarded the contract. If more than one proposal is submitted, proposer shall number proposals (ie. Proposal 1, Proposal 2, etc.)

Oral Presentations
Selected vendors may be required to make oral presentations to supplement their proposals, if requested by the RDA. The RDA will make every reasonable attempt to schedule each presentation at a time which is agreeable to the proposer.

Failure of a proposer to conduct a presentation to the RDA on the date scheduled may result in rejection of the vendor's proposal.

2. PROPOSAL SELECTION AND AWARD PROCESS

Preliminary Evaluation

The proposals will first be reviewed to determine if the requirements are met, and if additional mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event all vendors do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references or request oral presentations. The RDA's intention is to procure the most functionally complete and cost-effective application which will provide the flexibility to meet our current and future needs. The total price of the proposed solution for the RDA's applications will be considered in the final analysis, but may not be used as the primary consideration in the selection of the "best" solution. Ultimately, the RDA will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for the RDA, as evaluated pursuant to the evaluation criteria as set forth herein. The RDA reserves the right to award in part or whole. The proposals will be scored by a committee. They will select a vendor based on the following criteria. A Vendor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination based on several criteria.

SCORING CRITERIA & POINTS

Description	Points
Organizational Capabilities	35
Staff Qualifications	25
Marketing	10
References and M/W/DBE Plan Participation	10
Fee Proposal/Cost	20
TOTAL	100

Right to Reject Proposals and Negotiate Contract Terms

The RDA reserves the right to reject any and all proposals. The RDA reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the RDA may negotiate a contract with the next highest scoring proposer.

3. INSURANCE/INDEMNIFICATION REQUIREMENTS

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay, its officers, board members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **PROFESSIONAL LIABILITY (Errors and Omissions)**
   - A. Minimum Limits
     - (a) $1,000,000 each claim/$3,000,000 annual aggregate
     - (b) Any deductible not to exceed $25,000 each claim
   - B. Must continue coverage for 3 years after final payment for service/job

2. **GENERAL LIABILITY COVERAGE**
   - A. Commercial General Liability
     - (a) $1,000,000 general aggregate
     - (b) $1,000,000 products - completed operations aggregate

(c) $1,000,000 personal injury and advertising injury
(d) $1,000,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

(a) Premises and Operations Liability
(b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
(c) Personal Injury
(d) Explosion, collapse and underground coverage
(e) Products/Completed Operations
(f) Independent Contractors

3. **BUSINESS AUTOMOBILE COVERAGE**

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

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

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
$100,000 Each Accident
$500,000 Disease Policy Limit
$100,000 Disease - Each Employee

5. **ADDITIONAL PROVISIONS**

* **Additional Insured** – On the General Liability Coverage, City of Green Bay, Redevelopment Authority of the City of Green Bay and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* **Indemnification** - (VENDOR) hereby agrees to indemnify, defend and hold harmless the Redevelopment Authority of the City of Green Bay, 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 (VENDOR) or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

(VENDOR) shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that (VENDOR) employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be (VENDOR) responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, 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.

* **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

4. VENDOR QUALIFICATIONS

The following are minimums of standards a responsible Vendor should meet:

1) Five years of experience administering a HUD Home Improvement Loan program.
2) Five years' experience working with federal, state or other local programs that are administered by other government agencies, non-profit organizations or conventional financial institutions.
3) Experience and success in obtaining grants and other financing for renovation of existing low-income housing.
4) Strong knowledge of community lending programs.
5) Three years' experience working with HUD programs.
6) Be able to comply with the requirements of the Green Bay Redevelopment Authority program, and HUD regulations for CDBG and HOME funding.
7) Favorable references from businesses or clients with projects of similar scope and indicate the Vendor has the ability to carry out the services specified.
8) Have a satisfactory record of integrity and business ethics.
9) Have the ability to meet the HUD Lead based paint, and environmental review requirements.
10) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.
11) Vendor must not be listed on the HUD Suspended and Debarred list located at https://sam.gov/SAM/. Any proposer found to be listed on this shall have their proposal rejected.

VENDOR'S PERFORMANCE CAPABILITY: Prospective Vendor's performance capability will be evaluated. This may include:

1) An evaluation of data on hand
2) An evaluation of the data from other agencies, including references
3) An optional on-site inspection of facilities
4) Any combination of above

5. SCOPE OF SERVICES RFP

Scope of Proposal

Redevelopment Authority (RDA) has made a portion of the City of Green Bay's Community Development Block Grant (CDBG) funds, which are administered by the RDA, available to a non-profit group who will administer a fair housing services program for residents of the City of Green Bay. The program should provide the following fair housing services, enforcement, education, outreach, training, and technical assistance. The program needs to serve at least 51% of the people who are low and moderate- income, defined as their household income is equal to or less than 80% of the median income for the Green Bay area. The City of Green Bay would like to offer this Service for a three (3) year term with an annual review of the program done annually to determine continuance. Service is subject to funding availability. Currently the City of Green Bay has secured three (3) years of funding. The accounting estimate for annual available funding is currently set at $20,000.00 twenty thousand dollars per year.

6. Proposal Format

Respondents must submit the following information for the submission to be considered complete. Please label each section so it is clearly identifiable.

See attached narrative for items 1 – 5.

1. Letter of Interest

A brief statement summarizing the Respondent's organization, it's understanding of the Home Improvement Loan Program, and describe relevant experience and qualifications.

2. Organizational Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. Projects with Government agencies are preferred.

3. Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be program manager(s) etc. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Detail the number of hours for each key staff member by service component that you estimate will be needed to fulfill the contract requirements. Include any staff certifications relevant to tasks they will perform.

4. Marketing

Describe your philosophy, approach, and preferred methods for marketing this program to the population most in need of this loan program.

5. Business References and RDA Forms

a. Business references: Provide three references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference

See attached.

b. Section 3 Participation: Provide detailed narrative on how the Respondent will assist the RDA to comply with HUD's Section 3 Requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses.

See attached narrative.

c. Minority and Women Business Participation: Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals.

See attached narrative.

ATTACHMENT A – REFERENCES #2022-61

Vendor Name: Metropolitan Milwaukee Fair Housing Council

Provide a minimum of THREE (3) customers as references. These references must be current customers utilizing services similar to those requested. Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

1. Company Name:	**U.S. Department of Housing and Urban Development, FHIP Program**
Address:	77 W. Jackson Blvd., Suite 2101 Chicago, IL 60604
Telephone:	1-312-913-8219
Contact Person:	Karla Harper
Product(s) and/or Service(s) Used:	Fair Housing Services
How long have you been working with this company?	30 years

2. Company Name:	**State of Wisconsin Department of Administration**
Address:	P.O. Box 7970 Madison, WI 53707-7970
Telephone:	1-608-261-7013
Contact Person:	Dana Wallace
Product(s) and/or Service(s) Used:	Fair Housing Services
How long have you been working with this company?	With various State of Wisconsin agencies since 1982 (40 years)

3. Company Name:	**City of Madison CDBG Program**
Address:	P.O. Box 2627 Madison, WI 53703
Telephone:	608-266-6520
Contact Person:	Matt Frater
Product(s) and/or Service(s) Used:	Fair Housing Services
How long have you been working with this company?	With various City of Madison departments since 1998 (24 years)

ATTACHMENT B – CONFIDENTIAL, TRADE SECRET & PROPRIETARY # 2022-61

DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION FORM:

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

Not applicable.

*NOTE: Proposers are cautioned that the **ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

n/a

Signature (Authorized Representative) Telephone Number E-mail

n/a

Name (Please Print) Company Name

n/a

Title Date

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.

ATTACHMENT C – PROPOSAL PRICING PAGE #2022-61
Administration of Fair Housing Services Program

VENDOR NAME: Metropolitan Milwaukee Fair Housing Council, Inc. (MMFHC)

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Your proposed price is to include all labor, materials & equipment necessary to satisfactorily complete the above listed project(s). Payment to vendor will be upon satisfactorily completion of work. **By signing this proposal, vendor agrees to all City of Green Bay Specifications, terms & conditions contained herein.** The City reserves the right to award all or a portion of this request to one or more Vendors on a line item (per project) basis.

Please fill in the table below for your estimated costs for the project based on the information provided. Please include any costs that will be charged to the City for the project including but not limited to staff hours, travel costs, reimbursable expenses, etc. Total estimated cost shall be the basis for scoring. Please include additional sheets if necessary. **Please provide a breakdown of how fees will be charged to the City (ex. upfront costs vs. costs rolled into total project costs)**

Cost Description/Staff Title	Hourly Rate	Estimated Hours/Quantity	Extended Cost
Program Services Coordinator II	22.28	82	1,827
Program Manager – Outreach and Education	28.85	16	462
Program Director – Program Services	45.24	148	6,696
President and CEO	63.20	11	695
Sr. Program Administrator	33.67	11	370
Payroll Benefits and Taxes			1,054
Supplies			139
Travel			61
Postage			49
Printing and Copying			5
Advertising			4,485
Indirect (rent, admin, audit, prog. Insurance, etc.)			4,157
		Total Estimated Cost	20,000

ATTACHMENT D – PROPOSAL SIGNATURE PAGE

RFP #2022-61– Administration of Fair Housing Services Program

VENDOR'S SIGNATURE & INFORMATION:	
Vendor Full Legal Name:	Metropolitan Milwaukee Fair Housing Council, Inc.
Complete Address, City, ST, Zip:	759 N. Milwaukee Street, Suite 500, Milwaukee, WI 53202
Bidders Contact Name & Title (Type or Print):	William R. Tisdale, President and CEO
Authorized Signature:	
Phone # & Fax#:	414-278-1240
Contact's E-mail Address:	wrtisdale@fairhousingwisconsin.com
Date:	Dec. 20, 2022
Taxpayer I.D. Number:	39-1286685
Indicate YES or NO if your company accepts payment by credit card. *The City does not pay service fees when paying by credit card*:	NO

ADDENDA - It is Vendor's responsibility to check for issuance of any addenda. The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: ____1____ Date: __12/20/22___ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Documents to be submitted with this Proposal (2 copies)

1.	☒	Attachment A – References Page	Page 10
2.	☒	Attachment B – Confidential/Proprietary Info	Page 11
3.	☒	Attachment C – Pricing Page	Page 12
4.	☒	Attachment D – Signature Page	Page 13

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

Addendum #1 to RFB 2022-61

Administration Fair Housing Services Program

The City of Green Bay would like to change the language on Page 8 and 10 pertaining to a misstatement on HUD Home Improvement Loan Program. That should be removed and Housing Service Program should be inserted in those two spots referenced below.

4. **Page 8 - VENDOR QUALIFICATIONS**
   Five years of experience administering a HUD Home Improvement Loan program – Out in Red
   Insert: Five years of experience administering a similar Housing Services Program

5. **Page 10 - Proposal Format**
   Section 1. Letter of Interest

   A brief statement summarizing the Respondent's organization, it's understanding of the Home Improvement Loan Program, - Out in Red

   Insert: A brief statement summarizing the Respondent's organization, it's understanding of a similar Housing Services Program

Bidder Acknowledgement of Addendum #1 – Please Sign and include with Proposal

METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	William R. Ziebell	12/22/2022
Vendor Name	**Signature**	**Date**

End of Addendum

RFB 2022-61
Administration Fair Housing Services Program

Submitted by the Metropolitan Milwaukee Fair Housing Council

1. Letter of Interest

The Metropolitan Milwaukee Fair Housing Council (MMFHC) is hereby proposing to conduct comprehensive fair housing services for residents and organizations within the City of Green Bay.

Founded in 1977, MMFHC's mission is to promote fair housing throughout the State of Wisconsin by combating illegal housing discrimination and by creating and maintaining racially and economically integrated housing patterns. MMFHC has operated a Dane County satellite office, the Fair Housing Center of Greater Madison (FHCGM) since 1998, and a northeast Wisconsin satellite office, the Fair Housing Center of Northeast Wisconsin (FHCNW) since 2002.

MMFHC has operated a full-service fair housing program, including enforcement as well as outreach and education, for over 45 years. MMFHC has handled over 8,920 complaints alleging illegal housing discrimination and conducted over 12,200 tests in the rental, sales, insurance and lending markets. MMFHC has also assisted over 600 complainants in filing lawsuits; roughly 99% (all but 8) brought to successful resolution for the complainant. Subsequently, plaintiffs in enforcement actions recovered over $8.2 million in damages. Additionally, some MMFHC clients were able to legally secure the housing denied them. MMFHC has also been involved in unusually complex cases, including 17 lawsuits brought since 1990 that were based on MMFHC systemic investigations. MMFHC conducts fair housing presentations and trainings for the housing industry on an ongoing basis; in the last 5 years, MMFHC has provided over 560 fair housing presentations to 5,500 individuals at social service agencies, community organizations, religious congregations, early childhood education programs, institutions of higher education, neighborhood groups and other audiences, as appropriate. During the same time period, MMFHC has conducted nearly 90 fair housing trainings to roughly 1,900 members of the housing industry throughout Wisconsin. These presentations and trainings may be tailored to the needs of each audience, but always include comprehensive information on protected classes defined in fair housing laws and how victims of unlawful discrimination may file complaints with MMFHC, the U.S. Department of Housing and Urban Development, and other appropriate agencies.

MMFHC proposes to conduct the following activities in Green Bay through its satellite office, FHCNW:

A) Enforcement Services – MMFHC will make its client counseling and investigative services available to persons who believe that they have experienced illegal discrimination. MMFHC staff will advise such persons on the provisions of fair housing law and available sources of remedy. As appropriate, MMFHC staff will conduct investigations utilizing testing and make referrals to attorneys and/or administrative agencies.
B) Training and Technical Assistance – MMFHC will make available, on a case-by-case basis, reasonable technical assistance on at least 8 occasions to the City of Green Bay and its residents, including housing providers and social service agencies that conduct business in the City of Green Bay. Technical assistance will include, but not be limited to, clarification on fair housing laws, information on legal and/or administrative interpretation of the laws, information on the nature and extent of housing discrimination, demographic data and compliance issues. Further, MMFHC will conduct one fair housing training seminar for owners and managers of rental property, and will market this seminar to providers of affordable housing, including those who accept rent assistance vouchers. In addition, MMFHC will provide 25 instances of information and referral services for clients who have non-fair housing inquiries. Such inquiries include questions on rent abatement, breaking a lease, repair-related concerns and housing subsidies.
C) Education and Outreach Services – MMFHC will conduct a minimum of one fair housing presentation to housing consumer groups, social service agencies, community-based organizations, civic, neighborhood or religious groups or other organizations, as appropriate. MMFHC will ensure that written fair housing educational materials in English, Spanish and Hmong are distributed throughout Green Bay and that these materials are kept current and in supply. MMFHC will distribute fair housing education and outreach materials to a minimum of 8 Green Bay locations on a minimum of 15 occasions.
D) Marketing Campaign – MMFHC proposes to continue a bus advertising campaign it began as part of last year's contract with Green Bay. This campaign is designed to counter the under-reporting of fair housing complaints. MMFHC will place advertisements on buses, advising viewers of their fair housing rights and where they can seek help if they've faced unlawful housing discrimination. Some advertisements will be general; others may focus specifically on the fair housing rights of persons with disabilities or families with children. Advertisements will be printed in English, Spanish and Hmong. Because the Education and Outreach Services described above are essential but, by their nature, reach a limited number of people, a marketing campaign is a valuable way to inform thousands of people about fair housing rights.

The proposed activities have two broad outcomes:

i) MMFHC's direct-service fair housing enforcement services will provide victims of illegal housing discrimination with increased access to legal remedies. Services provided to victims will include counseling on their fair housing rights and access to enforcement services, including fair housing testing, which is the most effective evidence-gathering method in fair housing enforcement. The quality of MMFHC's

enforcement services ensures credible and objective evidence, thus maximizing the successful resolution of complaints.
ii) Green Bay residents who receive fair housing educational, technical assistance, and information and referral services, and who view the bus marketing campaign, will have increased knowledge of fair housing rights and increased ability to seek appropriate resources for fair housing and non-fair housing related issues, resulting in increased referrals and complaints. Information provided to members of the rental housing industry will ensure that property owners and managers are prepared to do business in compliance with fair housing law. In addition, persons with non-fair housing inquiries will receive information regarding fair housing issues and referred to other community resources.

In sum, the number of individuals informed about fair housing issues will increase and the number of incidents of illegal housing discrimination will diminish as a result of MMFHC efforts. Moreover, the MMFHC activities proposed here will help Green Bay meet its mandate as a recipient of CDBG funding to affirmatively further fair housing choice through dismantling impediments to fair housing.

2. Organizational Capabilities

MMFHC contracts with many government agencies to conduct projects similar to those proposed for the City of Green Bay. For example, MMFHC conducted a Fair Housing Initiatives Program (FHIP) Outreach and Education Initiative grant from the U.S. Department of Housing and Urban Development from June 1, 2020 through August 31, 2021. As part of this grant, MMFHC conducted 25 fair housing presentations to social service agencies, community organizations, civic and neighborhood groups, and others, as appropriate; distributed over 5,000 fair housing brochures, flyers and other informational materials; and coordinated a bus advertising campaign. Grant activities were conducted throughout Wisconsin. In particular, the grant activities reached persons with limited English proficiency, persons vulnerable to hate-motivated incidents, and persons in rural and underserved areas. Grant activities resulted in thousands of Wisconsin residents having improved knowledge of their fair housing rights and being empowered to seek legal remedies after experiencing unlawful discrimination.

Similarly, MMFHC contracts every year with the City of Madison CDBG program to conduct fair housing services. From January 1 through December 31, 2021, MMFHC conducted complaint intake, case management, and investigative services as part of its City of Madison contract. MMFHC also conducted 7 fair housing presentations to social service agencies, community organizations, civic and neighborhood groups, and others, as appropriate, and conducted 2 training seminars for owners and managers of rental housing in Madison. MMFHC also provided technical assistance on 14 occasions, provided 71 instances of referral of non-fair housing inquiries, and distributed a total of 3,818 fair housing informational materials. These services resulted in Madison residents being better informed of fair housing rights and responsibilities, and housing discrimination complainants received more information and direct assistance when pursuing administrative and legal claims. Because of the information provided by

MMFHC, complainants are able to garner more relief in the future because they are better informed about their options. Complaint intake and referral provided under this grant informed complainants of the multiple filing options available, assisting them in making informed decisions regarding filing options leading to more comprehensive resolution of complaints.

Finally, MMFHC completed the first year of a multi-year contract with Fair Housing Initiatives Program (FHIP) Private Enforcement Initiative from the U.S. Department of Housing and Urban Development from April 1, 2021 through March 31, 2022. This contract permitted MMFHC to conduct activities across Wisconsin. As part of this contract, MMFHC conducted systemic and complaint-based investigations as well as complaint intake and case management services. MMFHC also maintained partnerships and relationship with 75 other organizations; developed new written informational materials; and recruited volunteers during this grant. The results of grant activities are similar to those described above; Wisconsin residents were better informed of fair housing rights and responsibilities, and housing discrimination complainants were able to achieve remedies.

The pandemic posed many challenges to the successful completion of grant activities, particularly in 2020 and 2021, but MMFHC staff were able to pivot quickly to providing services online and at a distance.

3. Staff Qualifications

Several MMFHC staff will be assigned to project activities and are represented in the chart on Attachment C. These include:

a) **Sarah Jenkins**, Program Manager of the MMFHC Outreach and Education Program, will serve as project manager for this grant. Prior to employment with MMFHC, she served as the Director of Public Policy and Community Engagement for the Fair Housing Center in Toledo, Ohio, from 2015 to 2022. In that role, Sarah played a lead role in advocacy efforts to advance equitable housing policies. She also managed the organization's outreach activities by conducting fair housing presentations for community groups and housing professionals, handling media relations, maintaining the organization's website and social media, and developing community partnerships. Ms. Jenkins began work at MMFHC in November 2022. She will conduct both administrative and outreach activities under this grant, and will spend approximately 16 hours on grant activities.

b) **Taylor Raether**, Program Services Coordinator II, will conduct education and outreach activities as part of this project, and may conduct testing activities, contributing an estimated 82 hours. Ms. Raether has been employed by MMFHC since 2019 and has provided over 125 fair housing presentations to a diverse range of organizations, including social service agencies, community-based organizations, neighborhood and civic groups, and faith-based organizations, among others. In addition, Ms. Raether maintains relationships with over 75

partner organizations across Wisconsin, ensuring that fair housing information is disseminated widely and effectively, and participates in interagency meetings and local housing coalitions.

c) **Erika Sanders,** Director of Program Services, will contribute 148 hours to project activities. Ms. Sanders will conduct some outreach and education activities and will supervise some project staff. She has been employed by MMFHC since 1998 and has conducted over 370 fair housing presentations to housing consumers, social service agencies, community and faith-based organizations and the general public, reaching over 8,100 individuals. She also provides fair housing technical assistance and training to owners and managers of rental housing.

d) **Deanna Richardson**, Senior Program Administrator in the MMFHC Enforcement Program, has been employed by MMFHC for 20 years. She will conduct testing activities and some supervision as part of this grant, contributing an estimated 11 hours. During her tenure with MMFHC, Ms. Richardson has coordinated over 2,260 tests in the rental, sales and insurance markets, personally performed over 800 tests and conducted over 75 tester training sessions.

e) **William R. Tisdale**, President and CEO, will contribute 11 hours of administrative and supervisory time to this project. He has been employed by MMFHC since 1978 and was the founding President of the National Fair Housing Alliance (NFHA). He has provided training on the enforcement of fair housing laws to public enforcement agencies, including the staffs of 4 HUD Regions and several FHAP agencies. Mr. Tisdale has also served as a consultant on 2 national testing projects with the U.S. Department of Housing and Urban Develoipment and The Urban Institute - the 1989 Housing Discrimination Study (HDS) and the 1999 National Homeownership Testing Project (HTP). Mr. Tisdale's expertise is further exemplified by appointments to state and national advisory boards including the Federal Home Loan Bank of Chicago, US Congresswoman Gwen Moore's Advisory Committee on Housing and the US Commission on Civil Rights – Wisconsin Advisory Committee.

In addition, MMFHC will supplement the work of the staff named above (and listed in Attachment C) with contributions from other MMFHC staff, including staff members who conduct intake of housing discrimination complaints, provide technical assistance, assist in making referrals for non-fair housing inquiries, and more.

4. Marketing

All participants in the housing market are affected by fair housing issues, and therefore MMFHC will market project activities and services to consumers and providers of housing throughout Green Bay, as well as social service agencies or other organizations that serve Green Bay. While attempting to reach a cross-section of housing market participants, MMFHC will make efforts to provide fair housing information, and information about MMFHC services, to underserved populations including, but not limited to, persons of color, households with children, persons with disabilities and households with low to moderate incomes. MMFHC has over 45 years of experience conducting this type of marketing of its services, and expands the reach

of its activities through a network of informal relationships with community-based, faith-based and neighborhood organizations, as well as the assistance of volunteers. In addition, MMFHC markets its services on Instagram, Twitter, and Facebook. Finally, MMFHC will spend a portion of the project budget on bus advertising in Green Bay. The advertisements will have bold graphics and large, clear, legible text. They are brightly colored and include photographs of people of diverse races, ethnicities and ages. The text on the ads will be simple and straightforward: it urges readers to fight back against housing discrimination by filing a complaint if they felt they've experienced a violation of their rights, and the ads included MMFHC contact information. This advertising ensures that Green Bay residents have access to fair housing information and services, and an expanded ability to pursue their fair housing rights.

5. Business References and RDA Forms

a. Business references: Provide three references from related service providers or agency personnel. Include a brief description of Respondent's business relationship with the reference

See attached.

b. Section 3 Participation: Provide detailed narrative on how the Respondent will assist the RDA to comply with HUD's Section 3 Requirements for hiring Section 3 residents and/or local disadvantaged individuals and businesses.

MMFHC does not intend to hire any personnel as part of this project.

c. Minority and Women Business Participation: Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals.

At this time, MMFHC does not plan any activities that may require outside contractors or subcontractors. However, MMFHC will solicit at least three (3) estimates or bids prior to the purchase of supplies, equipment and services exceeding the micro purchase threshold of $3000.00. These bids/estimates will be reviewed on a competitive basis prior to MMFHC entering into any kind of contract with any vendor. The President will make the final decision on the procurement of all supplies, equipment, and services. Efforts will be made to utilize minority-owned and woman-owned businesses as sources of supplies, equipment and services. MMFHC will regularly review relevant available lists of certified MBEs and WBEs and identify MBEs and WBEs from which to solicit bids/quotes. This ensures that MBEs and WBEs are solicited whenever they are potential sources for purchase of supplies, equipment and services.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve and recommend to the Common Council the City of Green Bay's 2023 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

BACKGROUND

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

These programs provide funds for municipalities and other units of government around the country to develop viable urban communities. This is accomplished by providing affordable, decent housing, a suitable living environment and expanding economic opportunities principally for low and moderate income persons. Each local unit of government develops its own programs and funding priorities through a five-year Consolidated Plan required by the U.S. Department of Housing and Urban Development (HUD).

Public input was received through public hearings and the objectives and outcomes identified in this plan are the results of needs identified by the public, local organizations, and government departments.

The 2023 Annual Action Plan is attached and identifies how the CDBG and HOME Entitlement Allocations will be spent on activities that support the Five-Year (2020-2024) Consolidated Plan goals.

RECOMMENDATION

Approve and recommend to the Common Council the City of Green Bay's 2023 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

FISCAL IMPACT

ATTACHMENTS

1. 2023 RDA Funding Draft

2023 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Public Service Programs			
Fair Housing Services	$30,000.00	$0.00	$30,000.00
Community Gardens	$17,000.00	$0.00	$17,000.00
Community Pubic Service Activities	$139,400.00	$0.00	$139,400.00
Subtotal for Public Service (Max $186,400)	***$186,400.00***	***$0.00***	***$186,400.00***
Home Improvement Loan Program (includes emergency rehabilition)	$100,000.00	$50,000.00	$150,000.00
Infrastructure and Park Improvements in CDBG Eligible Areas	$139,400.00	$0.00	$139,400.00
Beautification/Art Projects in CDBG Eligible Areas	$25,000.00	$0.00	$25,000.00
Economic Development Revolving Loan	$230,468.00	$200,000.00	$430,468.00
*** CDBG Administration**	$232,500.00	$0.00	$232,500.00
TOTALS	**$913,768.00**	**$250,000.00**	**$1,163,768.00**

2023 CDBG Allocation - $913,768.00

2023 Estimated Program Income $250,000 ($200,000.00 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI ($329,066.00)

*** CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income**

2023 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Single Family Rehabilitation Loans	$150,000.00	$0.00	$150,000.00
Housing Development Advancement Projects	$282,245.00	$225,000.00	$507,245.00
Community Housing Development Organizations (CHDO) Set Aside (Min $86,500.00)	$86,500.00	$0.00	$86,500.00
*HOME Administration	$57,600.00	$25,000.00	$82,600.00
TOTALS	**$576,345.00**	**$250,000.00**	**$826,345.00**

2023 HOME Allocation $576,345.00

2023 Estimated Program Income $250,000.00

* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% ($) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Matt Buchanan, Staff

AGENDA ITEM # E.5

Consideration with possible action to terminate and replace a grant agreement with BFAM, LLC for the renovation of 317 Dousman Street.

BACKGROUND

At the June 14, 2022 RDA meeting, the RDA approved a grant agreement with BFAM, LLC to award $240,000 of Tax Increment District Affordable Housing (TIDAH) funds toward the development of six affordable rental units at 317 Dousman Street. This funding assistance was contingent upon the City receiving a $250,000 Community Development Investment (CDI) Grant through Wisconsin Economic Development Corporation (WEDC) to further support the renovation of 317 Dousman Street. In December 2022, WEDC awarded the CDI grant to the City through a formal contract, obligating the City to ensure the renovation of 317 Dousman Street is completed as proposed by BFAM, LLC. The City's Law Department recommends the parties terminate the previous TIDAH grant agreement between RDA and BFAM, LLC and proceed with a new agreement that contemplates that change in scope due to the award of CDI funds.

RECOMMENDATION

To terminate and replace the Grant Agreement with BFAM, LLC for the renovation of 317 Dousman Street

FISCAL IMPACT

The new grant agreement formalizes the process for the City to provide up to $250,000 in WEDC CDI funds to BFAM, LLC. The contract between the City and WEDC restricts those funds to the renovation project at 317 Dousman Street.

ATTACHMENTS

1. 317 Dousman TIDAH CDI Grant Agreement-BFAM 20230308
2. Exhibit A - Proposal for 317 Dousman Street
3. Exhibit B - CDI Contract - City and WEDC
4. 317 Dousman Map
5. Original TIDAH Grant Agreement BFAM LLC

GRANT AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA")
THE CITY OF GREEN BAY ("City")
AND BFAM, LLC ("RECIPIENT")
FOR
317 DOUSMAN STREET

THIS AGREEMENT is made this 14th day of March, 2023 by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), the City of Green Bay, a Wisconsin municipal corporation, ("City"), and BFAM, LLC (hereinafter called "RECIPIENT"), collectively referred to as the Parties.

WHEREAS, 317 DOUSMAN STREET (hereinafter called the "Project Site"), includes a commercial building that is either owned or occupied by the RECIPIENT; and

WHEREAS, the RECIPIENT and RDA previously entered into a Grant Agreement dated June 14, 2022 ("Grant Agreement") related to the Project Site wherein Recipient desired to improve the building façade, restore the building to full occupancy with commercial tenants, Six (6) affordable residential units and assume the responsibilities outlined in the Grant Agreement; and

WHEREAS, the Grant Agreement provided for Tax Incremental District – Affordable Housing ("TIDAH") assistance for qualified expenditures for improvements at the Project Site; and

WHEREAS, the Grant Agreement specifies that TIDAH assistance shall be contingent upon the City receiving a Community Development Investment (CDI) Grant from Wisconsin Economic Development Corporation (WEDC), also to be used for qualified expenditures for improvements at the Project Site; and

WHEREAS, subsequent to the Grant Agreement, the WEDC awarded the City a $250,000.00 CDI Grant; and

WHEREAS, the Parties now desire to terminate the Grant Agreement and to enter into this Agreement to contemplate the changes in scope relating to the CDI grant to add the City as a party to the contract;

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

I. TERMINATION. The Parties hereby by agree to terminate the Grant Agreement dated June 14, 2022.

II. PROJECT SCOPE. The Project includes interior and exterior building renovations to accommodate two (2) new commercial and Six (6) affordable residential units, as proposed in the attached proposal marked Exhibit "A" (hereinafter the "Project").

III. TIDAH GRANT AWARD.

A. The RDA shall provide RECIPIENT with a TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) grant award of up to $240,000 or $40,000 per Unit upon the RECIPIENT'S fulfillment of obligations and compliance with all policies and procedures identified in this Agreement.

B. The RDA shall award subgrant funds to the RECIPIENT in the form of reimbursement of Qualified Expenditures as referenced below under Section IV. Reimbursements will only be issued after the submission of proof of payment and compliance with all applicable local, state, and federal policies, procedures, or laws.

C. RDA will distribute said funds to RECIPIENT upon receipt of a drawdown request and necessary documentation for Qualified Expenditures. All drawdown requests for TIDAH funds must be received by 3:00 p.m. in the form required by the RDA by the 9th and/or the 24th of each month in order to guarantee timely payment.

D. The RECIPIENT may submit reimbursement requests in installments prior to Project Completion. TIDAH funds issued prior to Project Completion shall not exceed 50% of the eligible expenses paid by the RECIPIENT and shall not exceed 75% of the total grant award, or $180,000. Remaining costs shall be reimbursed only upon Project Completion and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable local, state, and federal policies, procedures, or laws.

E. The RDA shall withhold payment of the final 25% of the grant award, or $60,000 until the Project is deemed complete by the City Building Inspector.

IV. COMMUNITY DEVELOPMENT INVESTMENT GRANT.

A. The Wisconsin Economic Development Corporation (WEDC) has awarded the City of Green Bay a Community Development Investment (CDI) grant in the amount of $250,000.00 to support the renovation of 317 Dousman Street. The executed CDI contract between WEDC and the City is attached hereto as Exhibit B and made a part hereof.

B. The City shall issue CDI funds to the RECIPIENT upon the Development Director's confirmation that the RECIPIENT'S actions enable the City's fulfillment of obligations and compliance with all policies and procedures identified in the CDI contract (Exhibit B).

C. The City shall issue CDI funds to the RECIPIENT in the form of reimbursement of Qualified Expenditures as referenced below under Section IV. Reimbursements will only be issued after the submission of proof of payment and compliance with all applicable local, state, and federal policies, procedures, or laws.

D. The City will distribute CDI funds to RECIPIENT upon receipt of a drawdown request and necessary documentation for Qualified Expenditures. All drawdown requests for CDI funds must be received by 3:00 p.m. in the form required by the RDA by the 9th and/or the 24th of each month in order to guarantee timely payment.

E. The RECIPIENT may submit reimbursement requests in installments prior to Project Completion. CDI funds issued prior to Project Completion shall not exceed 50% of the eligible expenses paid by the RECIPIENT and shall not exceed 75% of the total CDI grant award, or $187,500. Remaining costs shall be reimbursed only upon Project Completion and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable local, state, and federal policies, procedures, or laws.

F. The City shall withhold payment of the final 25% of the grant award, or $62,500 until the Project is deemed complete by the City's Chief Building Official or their designee and the City's Community and Economic Development Director r, or their designee, has confirmed the City's obligations to WEDC have been met per the CDI Contract (Exhibit B).

V. QUALIFIED EXPENDITURES.

A. TIDAH grant funds shall only be used to reimburse the RECIPIENT for the following Qualified Expenditures:

1. Purchase of building materials and hiring of labor required to complete the specific property improvements described in Exhibit "A".
2. Any other activity specifically approved by the RDA.

B. CDI grant funds shall only be used to reimburse the RECIPIENT for the following Qualified Expenditures:

1. Costs expressly identified in Sections 3(b)(i), 3(b)(ii), and 3(b)(iii) of the CDI contract (Exhibit B).

VI. RECIPIENT OBLIGATIONS.

A. PROPOSAL CONFORMANCE. RECIPIENT shall complete the Project in conformance with the proposal submitted in conjunction with this Agreement (Exhibit "A").

B. COST SHARE. RECIPIENT is responsible for all costs required to complete the Project as proposed in Exhibit "A" which exceed the grant award for qualified expenditures as defined in Section II. RECIPIENT is responsible for contributing no less than $609,034.00 in private funds, per Section 3(b) of the CDI contract (Exhibit B).

C. PERMITS. RECIPIENT is responsible for obtaining all necessary permits and shall conduct the façade improvements in conformance with all state and local building codes, rules and regulations.

D. NON-DELINQUENCY. RECIPIENT shall not be delinquent on any current City charges, taxes, or assessments, or have defaulted on any previous City assistance.

E. RECORDS AND REPORTS. RECIPIENT will maintain and have available upon request of the City and RDA the following records in a format acceptable to the City and RDA:

1. Records which document receipt, utilization, and disbursement of funds pertinent to the assisted activity.
2. Be accessible for at least one on-site monitoring as needed to ensure contract compliance, verify performance goals, and confirm performance acceptability.
3. Records and information the City requires to comply with Section 5 and Section 6 of the CDI contract (Exhibit B)
4. The DEVELOPER shall maintain all applicable records for this Project with TIDAH Program regulations. In addition, the DEVELOPER shall make available copies of all records as may be requested by the RDA. The DEVELOPER shall furnish the RDA with such information and periodic reports as the RDA may request including, but not

limited to: all invoices, timesheets, canceled checks and other documentation supporting expenditures charged to this Agreement, project progress reports, final project reports, as well as reports detailing the number, type and income of households assisted via this project.

F. RETENTION. RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the final draw of subgrant funds.

G. PROJECT COMPLETION. RECIPIENT agrees to complete the Project in accordance with RDA and CITY approved plans no later than December 31, 2023 (hereinafter "Completion Date"). The Project shall be deemed completed upon the final approval of the City's Chief Building Official or their designee. In the event RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

VII. CONFLICT OF INTEREST. No person who is an employee, agent, consultant, officer, elected official or appointed official of the City of Green Bay who exercises any function or responsibility in the review or approval of this undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof. Further, no employee, officer or agent of the RECIPIENT shall participate in the selection, or in the award, or administration of, a contract or other matter relating to the receipt of federal funds if a conflict of interest, real or apparent, would be involved.

VIII. INDEMNIFICATION. For the purpose of use of TIDAH funds disbursed to RECIPIENT pursuant to this Agreement, RECIPIENT hereby agrees to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of RECIPIENT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

RECIPIENT shall reimburse the RDA, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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

its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

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

IX. TERMINATION AND REMEDIES.

A. It is the intent of the Project to eliminate blight, generate increased tax base, and encourage business development. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

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

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

X. MISCELLANEOUS PROVISIONS.

A. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

B. The RDA and RECIPIENT shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such

rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

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

D. ASSIGNMENT. RECIPIENT may not assign this Agreement or sell to a third party without the prior consent of the RDA.

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

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

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

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

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

TO RECIPIENT:	Garritt Bader, Manager BFAM, LLC 300 N Van Buren St. Green Bay, WI 54301
TO RDA:	Neil Stechschulte, Secretary

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

TO CITY: City of Green Bay
Clerk's Office
100 N. Jefferson St.
Green Bay, WI 54301

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

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

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

_____
Gary J. Delveaux, Chairman

_____
Neil Stechschulte, Secretary

ACKNOWLEDGMENT

State of Wisconsin

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

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

THE CITY OF GREEN BAY

By:_____
Eric Genrich, Mayor

By:_____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this _____ day of _____ _____ , the above named Eric Genrich, Mayor and Celestine Jeffreys Clerk for The City of Green Bay

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

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

RECIPIENT: BFAM, LLC

Garritt Bader

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this day of , the above named Garritt Bader, BFAM, LLC

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

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

EXHIBIT A
See attached proposal for 317 Dousman Street

EXHIBIT B
CDI Contract

Community & Economic Development Department
100 North Jefferson Street • Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3400
Fax 920.448.3426

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) PROGRAM APPLICATION FORM

Name/Company: GB Real Esate Investments, LLC	
Contact Person: Garritt R. Bader	
Current Address: 300 N. Van Buren Street	
Telephone Number: (Home) (813) 500-0296	**(Work)**
Email: gb@gb-re.com	

Type of Application: (mark all that apply)

Acquisition: ✔	**New Construction:**	**Rehabilitation:** ✔

Type of Applicant: (mark all that apply)

Non-Profit:	**For-Profit:** ✔	**Project Developer:** ✔	**Project Owner:** ✔

Project Location: 317 Dousman Street, Green Bay, WI 54303
RDA/CITY owned parcel? YES or NO: No
Does applicant have formal control over the site? YES or NO: Yes
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE: Not currently in a TID

Project Cost:

Total Cost of Project: $2,200,000	**Total # Units in Project:** 6
TIDAH Funds Requested: $240,000 ($40,000/unit)	**Rental Project or Homebuyer:** Upper-Floor Rental

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:

This is a proposed renovation of the "Bangkok Garden" building at the SEC of Broadway & Dousman Streets. Over the past thirty years, the building has deteriorated due to minimal maintenance by the current owners, and a "mothbolling" of the second floor that renders it currently uninhabitable. This project will restore the building to full occupancy by gutting the first and second floors; shoring up the roof support system; installing new HVAC, plumbing and electrical services; and signing leases with new commercial tenants for the first floor and creating six residential units on the second floor. There are no current residential units on the property, and immediately-nearby residential has also been created from renovated older buildings as well.

b. Explain the need, intended use, and justification for TIDAH funds:

This building is a very stately old building in the Broadway district that we should want to see preserved. But like many older buildings that haven't been maintained for decades, it's in danger of being demolished if we don't work to preserve it--and this work isn't cheap. Fully gutting this building, installing a new roof support under-structure, new windows, and tuckpointing, is far more costly than renovating a newer building. The nice thing about it, however, is being able to bring the second floor back to occupancy at rental rates that will meet TIDAH requirements. As a result, we can provide the upper-floor residential that adds character to our downtown neighborhoods, and quality new housing that's affordable for a wider range of the population.

c. Describe the population intended to be served by this project and TIDAH funds:

This project is aimed to meet the 80% threshold as required by TIDAH funds. Potential residents include service industry professionals
from nearby businesses; those who rely or choose to patronize public transportation; and/or those who want to be downtown but
can't afford upscale, luxury-designed apartments.

d. Describe any other formal City housing goals or other community objectives from approved City plans or policies that are addressed by this project that would make this application for TIDAH funds even more competitive:

The primary benefit of this project is bringing our second story back to life. We have too many buildings in downtown right now
with vacant second stories due to the cost of renovating them for residential use. This would help push this initiative ahead,
hopefully to other nearby buildings soon.

e. Households/Persons Benefited:

Total # of households: Six	Total # of persons: 6-10

Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI									
31 to 80% AMI		5	1						
81% + AMI									
TOTAL		5	1						

Project Costs & Use of TIDAH funds:

a. New Construction or Rehabilitation

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units	2,200,000	240,000	10.9%	
New construction of residential units				
Other: (Detailed explanation must be attached)	Please see attached			
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land	450,000			
Buildings	1,544,585	240,000	15.5%	
Other Expenses:	118,000			
(Detailed explanation must be attached)				

c. Site/Off-site Improvements

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Clearance/demolition				
Drainage improvements				
Installation/renovation of sanitary sewers				
Remediation				
Transportation improvements (on-site)				
Transportation improvements (off-site)				
Other: (Detailed explanation must be attached)	Please see attached			
Other: (Detailed explanation must be attached)				

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS	$2,200,000	240,000	10.9%	
Percentage of TIDAH Financing Project	10.9%			
Total number of units	Six			
Total number of TIDAH units	Six			
Other: (Detailed explanation must be attached)	Please see attached budget, rent roll and proforma			

Sources of Funds: Grants, Loans or Other Investors

a. Please attach commitment letters

b. Grant sources (complete as applicable)

Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date
WEDC / CDI Grant	$250,000	June 1, 2022	?	?
Investor Equity	$355,000	N/A	N/A	N/A

c. Provide a list of previous affordable housing projects and project references.

**Any award of TIDAH Funds is subject to an executed agreement that shall include clawbacks or other penalties for failure to perform on the approved project.

Applicant's Certification:

The applicant certifies that all the information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Green Bay's Tax Increment District Affordable Housing Program.

Signature 5-1-22

Signature Date

Signature Date

Please initial the following:

GB	The applicant acknowledges that the City may enlist third party professional consulting services to assist in the evaluation of this request for funding, for which 100% of costs may be passed on to the applicant at the City's sole discretion.
GB	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)
Date received: _____
Option awarded: _____
Payment received: _____

Equal Housing Opportunity

VISION
ARCHITECTURE, LLC
P.O. Box 224
Neenah, WI 54956
920-904-4300
www.vision-architecture.net

Proposed Renovation For:

240 N. Broadway

Green Bay, Wisconsin

Issue Date: 10/3/2022

Revisions:

A2.0

COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT

BETWEEN

THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF GREEN BAY

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Green Bay ("Recipient"). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Community Development Investment Grant Program ("CDI Funds");

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars ($250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) "CDI Funds" means the grant monies the Recipient is eligible to receive from WEDC's Community Development Investment grant program in accordance with this Agreement.

(d) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(e) "Eligible Project Costs" means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) "Ineligible Costs" means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage (unless required by federal, state or local law including applicable building and/or fire code(s) and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) "Leverage" means all funding provided for the Project other than CDI Funds, including Matching Funds.

(h) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Seven Hundred Fifty Thousand Dollars ($750,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) "Program Guidelines" means the WEDC approved rules and eligibility requirements for the Community Development Investment grant program in force as of the Effective Date.

(j) "Project" means the Recipient assisting in the renovation of the Bangkok Garden building, in accordance with the Application and the terms of this Agreement.

(k) "Project End Date" means December 31, 2023, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI Funds and Matching Funds.

(l) "Project Location" means the site or sites at which the Project will take place, specifically 317 Dousman Street, Green Bay, Wisconsin.

(m) "Project Start Date" means October 20, 2022, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(n) "Recipient" means City of Green Bay.

(o) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars ($250,000) in CDI Funds.

3. Recipient's Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement.

(b) CDI Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	**Eligible Project Costs**	**CDI Funds**	**Public Funds**	**Private Funds**	
0190	Demolition/Site Clearance	$0	$0	$193,832	$193,832
0385	Renovation	$250,000	$240,000	$415,202	$905,202
TOTAL		**$250,000**	**$240,000**	**$609,034**	**$1,099,034**

(i) Eligible Project Costs to be applied to CDI Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(ii) Eligible Project Costs to be applied to Matching Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(iii) Eligible Project Costs to be applied to Matching Funds for demolition/site clearance include specifically demolition to prepare for renovations and site clearance.

(c) CDI Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Seven Hundred Fifty Thousand Dollars ($750,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final reimbursement.

(e) WEDC's participation in the Project is acknowledged in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

(i) Vendor name and contact information;
(ii) Description of the item(s) purchased;
(iii) Cost of purchase;
(iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
(v) Project Location.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all CDI Funds no later than February 29, 2024.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	**Goal***
Taxable Property Value	$1,430,000
Capital Investment	$1,549,034
Leverage – Total	$1,412,034

*****These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
October 20, 2022- December 31, 2023	Performance Report	March 1, 2024

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in the Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in−kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in−kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole

discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2024.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly

authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorneys' fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ 12/22/2022
Melissa L. Hughes, Date
Secretary and CEO

CITY OF GREEN BAY

By: _____ 12/21/22
Eric Genrich, Date
Mayor

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301
Attn: Joanne Bungert
Email: joanne.bungert@greenbaywi.gov

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development
Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY23-53386
Email: legal@wedc.org

EXHIBIT A
REQUEST FOR WEDC PAYMENT

Award Number: CDI FY23-53386		Rep:	Recipient: City of Green Bay
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Community Development Investment			Award Type: Grant
Funding Period Covered by this Request From: To			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0190	Demo/Site Clearance					
0385	Renovation					
TOTAL:						

- o Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement
Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
  - o Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above $750,000 or CDI Funds above $250,000.
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI Funds no later than February 29, 2024. _____

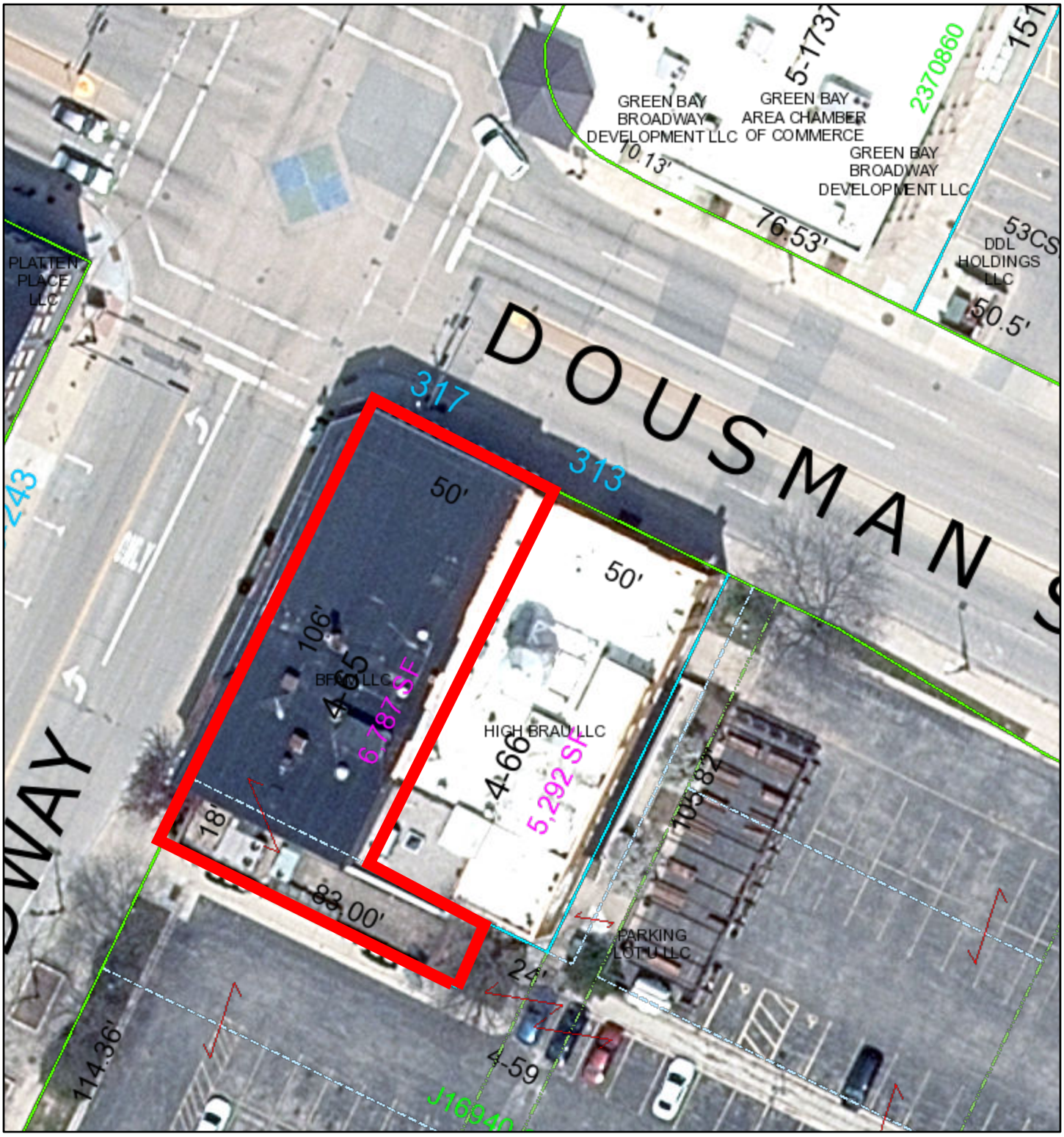
I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

_____ _____
Authorized Recipient Signature **Date**

_____	_____
WEDC Division VP or Designee	Date
_____	_____
WEDC Servicing	Date
_____	_____
WEDC Controller or Finance Department	Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to: disbursements@wedc.org. The hard copy may be required to be sent upon request.

317 Dousman St



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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 |

GRANT AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA")
AND BFAM, LLC ("RECIPIENT")
FOR
317 DOUSMAN STREET

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and BFAM, LLC (hereinafter called "RECIPIENT") on June 14, 2022;

WHEREAS, 317 DOUSMAN STREET (hereinafter called the "Project Site"), includes a commercial building that is either owned or occupied by the RECIPIENT; and

WHEREAS, the RECIPIENT desires to improve the building façade, restore the building to full occupancy with commercial tenants, Six (6) affordable residential units and assume the responsibilities outlined in this grant agreement;

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

I. PROJECT SCOPE. The Project includes interior and exterior building renovations to accommodate two (2) new commercial and Six (6) affordable residential units, as proposed in the attached proposal marked Exhibit "A" (hereinafter the "Project").

II. TIDAH GRANT AWARD.

A. The RDA shall provide RECIPIENT with a TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) grant award of up to $240,000 or $40,000 per Unit upon the RECIPIENT'S fulfillment of obligations and compliance with all policies and procedures identified in this Agreement.

B. The RDA shall award subgrant funds to the RECIPIENT in the form of reimbursement of Qualified Expenditures as referenced below under Section III. Reimbursements will only be issued after the submission of proof of payment and compliance with all applicable local, state, and federal policies, procedures, or laws.

C. RDA will distribute said funds to RECIPIENT upon receipt of a drawdown request and necessary documentation for Qualified Expenditures. All drawdown requests for TIDAH funds must be received by 3:00 p.m. in the form required by the RDA by the 9th and/or the 24th of each month in order to guarantee timely payment.

D. The RECIPIENT may submit reimbursement requests in installments prior to Project Completion. TIDAH funds issued prior to Project Completion shall not exceed 50% of the eligible expenses paid by the RECIPIENT and shall not exceed 75% of the total grant award, or $180,000. Remaining costs shall be reimbursed only upon Project Completion and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable local, state, and federal policies, procedures, or laws.

E. The RDA shall withhold payment of the final 25% of the grant award, or $60,000 until the Project is deemed complete by the City Building Inspector.

III. COMMUNITY DEVELOPMENT INVESTMENT GRANT CONTINGENCY. RDA's award of TIDAH grant funds to the RECIPIENT is contingent upon the City of Green Bay successfully securing a Community Development Investment (CDI) Grant from Wisconsin Economic Development Corporation (WEDC) in the amount of $250,000 for the redevelopment of 317 Dousman Street, as proposed by the RECIPIENT in Exhibit "A". Should the City of Green Bay fail to secure the CDI grant, this agreement between the RDA and the RECIPIENT shall be considered null and void.

IV. QUALIFIED EXPENDITURES. Grant funds shall only be used to reimburse the RECIPIENT for the following Qualified Expenditures:

A. Purchase of building materials and hiring of labor required to complete the specific property improvements described in Exhibit "A".

B. Any other activity specifically approved by the RDA.

V. RECIPIENT OBLIGATIONS.

A. PROPOSAL CONFORMANCE. RECIPIENT shall complete the Project in conformance with the proposal submitted in conjunction with this Agreement (Exhibit "A").

B. COST SHARE. RECIPIENT is responsible for all costs required to complete the Project as proposed in Exhibit "A" which exceed the grant award for qualified expenditures as defined in Section II.

C. PERMITS. RECIPIENT is responsible for obtaining all necessary permits and shall conduct the façade improvements in conformance with all state and local building codes, rules and regulations.

D. NON-DELINQUENCY. RECIPIENT shall not be delinquent on any current City charges, taxes, or assessments, or have defaulted on any previous City assistance.

E. RECORDS AND REPORTS. RECIPIENT will maintain and have available upon request of the RDA the following records in a format acceptable to the RDA:

1. Records which document receipt, utilization, and disbursement of funds pertinent to the assisted activity.
2. Be accessible for at least one on-site monitoring as needed to ensure contract compliance, verify performance goals, and confirm performance acceptability.

F. RETENTION. RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the final draw of subgrant funds.

G. PROJECT COMPLETION. RECIPIENT agrees to complete the Project in accordance with RDA and CITY approved plans no later than ONE YEAR FOLLOWING CDI GRANT APPROVAL (hereinafter "Completion Date"). The Project shall be deemed completed upon the final approval of the City's Building Inspector. In the event RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

VI. CONFLICT OF INTEREST. No person who is an employee, agent, consultant, officer, elected official or appointed official of the City of Green Bay who exercises any function or responsibility in the review or approval of this undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof. Further, no employee, officer or agent of the RECIPIENT shall participate in the selection, or in the award, or administration of, a contract or other matter relating to the receipt of federal funds if a conflict of interest, real or apparent, would be involved.

VII. INDEMNIFICATION. For the purpose of use of TIDAH funds disbursed to RECIPIENT pursuant to this Agreement, RECIPIENT hereby agrees to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of RECIPIENT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

RECIPIENT shall reimburse the RDA, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that RECIPIENT employs other persons, firms, corporations or entities as part of the work covered by this Agreement, it shall be RECIPIENT'S responsibility to require and confirm that each third party enters into an Indemnity Agreement in favor of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

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

VIII. TERMINATION AND REMEDIES.

A. It is the intent of the Project to eliminate blight, generate increased tax base, and encourage business development. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

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

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

IX. MISCELLANEOUS PROVISIONS.

A. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

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

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

D. ASSIGNMENT. RECIPIENT may not assign this Agreement or sell to a third party without the prior consent of the RDA.

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

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

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

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

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

TO RECIPIENT: Garritt Bader, Manager
BFAM, LLC
300 N Van Buren St.
Green Bay, WI 54301

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

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

given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

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

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

Gary J. Delveaux, Chairman

Neil Stechschulte, Secretary

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this _____ day of _____ _____ , the above named Gary J. Delveaux, Chairman; Neil Stechschulte, Secretary Redevelopment Authority of the City of Green Bay

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

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

RECIPIENT: BFAM, LLC

Garritt Bader

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this day of , the above named Garritt Bader, BFAM, LLC

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

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

THIS INSTRUMENT WAS DRAFTED BY

Ronda Bitney
Redevelopment Authority of the City of Green Bay

EXHIBIT A
See attached proposal for 317 Dousman Street

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action on the award of selected playground equipment for Farlin Park.

BACKGROUND

The Parks, Recreation and Forestry Department is working with a consultant and the Farlin Park neighborhood to create and implement a new master plan for Farlin Park. Part of this proposed redevelopment within the park includes installing a new playground and splashpad. The existing playground was installed in 1994 and is currently in need of replacement and the existing splash pad was installed in 2000. These amenities are planned to be relocated as part of the redevelopment. The $173,500 of Community Development Block Grant funding that has been designated for Farlin Park will fund the purchase of the playground and splashpad equipment and associated materials.

Staff and the Parks Department support awarding Parks RFP# 2023-07 Playground Equipment Farlin Park to Lee Recreation for their Option 2 proposal for playground equipment for Farlin Park for $90,000.

RECOMMENDATION

Award selected playground equipment for Farlin Park.

FISCAL IMPACT

ATTACHMENTS

1. RFP# 2023-07 Playground Equipment Farlin Park
2. OPTION 2 142-164915-1

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

Phone 920.448.3365
Fax 920.448.3393

03/07/23

To: Krista Cisneroz

From: Kaurie Mihm, PLA

Re: RFP# 2023-07 Playground Equipment Farlin Park

CC: Dan Ditscheit, PLA
Cheryl Renier-Wigg

The Parks, Recreation and Forestry Department supports awarding Parks RFP# 2023-07 Playground Equipment Farlin Park to Lee Recreation for their Option 2 proposal for playground equipment for Farlin Park for $90,000.

Kaurie Mihm, PLA

FARLIN PARK - GREEN BAY - OPTION #2

LEE RECREATION, LLC
MADE IN WISCONSIN
FREE DESIGN SERVICES: 800-775-8937

LEE RECREATION
www.LeeRecreation.com • 800-775-8937

Burke®
PLAY THAT MOVES YOU.

PROPOSAL #142-164915-1

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Joel Schleis

Farlin Park Option 1 - Green Bay

100 North Jefferson St Room 101 Green

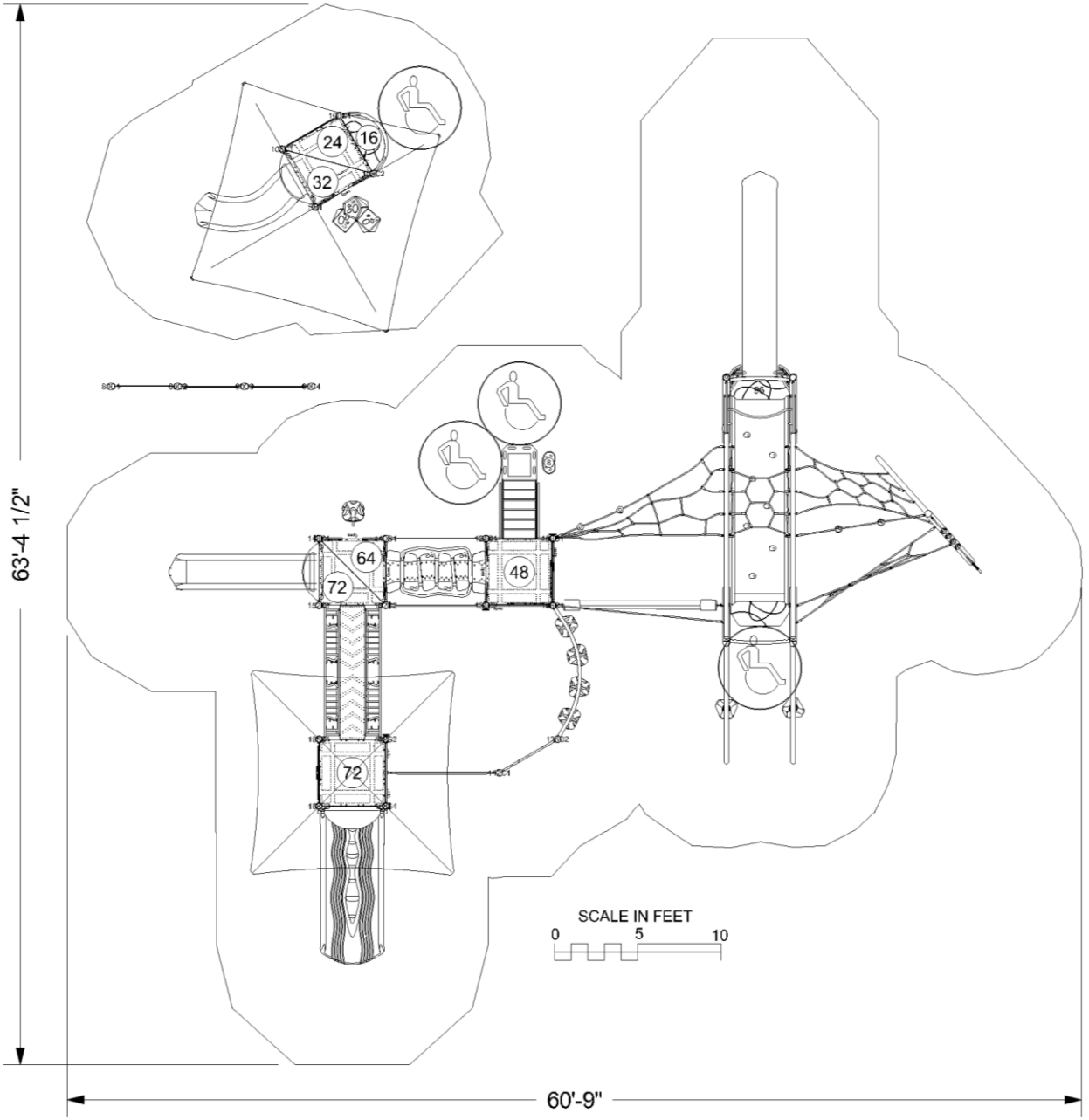
Green Bay, WI 54301

Lee Recreation, LLC

142-164915-1

February 22, 2023

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA

2217 SQ.FT.

PERIMETER

288 FT.

STRUCTURE SIZE

63' 5" x 60' 9"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☒ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001

NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — PUBLIC PLAY EQUIPMENT — IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	27	
NUMBER OF ELEVATED PLAY EVENTS:	12	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 10	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 15	REQ'D: 4
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

Farlin Park
OPTION 2
Design #142-164915-1

32 Active Play Events for an Estimated 169 users
ADA Accessibility Guideline – ADAAG Conformance
Number of Play Events – 27
Number of Elevated Play Events – 12
Number of Elevated Play Events Accessible by Transfer Station – 10--Required – 6
Number of Ground Level Play Events -Provided 15– Required – 4
Number of Types of Ground Level Play Events - Provided 5– Required – 3

PLAY COMPONENTS INCLUDED on the MODULAR PLAYSTRUCTURE -Ages 5-12:

DECKS
2-Square
1-Split Square

BRIDGE
Evolution Arched Catwalk Bridge

CLIMBERS
Approach Climber – 4 Pods
Level X Extreme Center
Level X Extreme Right Wing
Level X Extreme Left Link
Tree Branch Climber-4
Trango Climber
Pursuit Climber
Transfer Station with Lil Novo Bean Step
Shasta Climber
Mesa Climber

SLIDES
Rock 'n Roll Slide @ 72" Deck Ht.
Velo XL Straight Slide @ 96" Deck Ht.
Contour Double Slide @ 72" Deck Ht.

ROOFS
12' x 12' ShadePlay Canopy

PLAY ACTIVITY PANELS
Seek 'n Find Panel
Post Mount Spinners: Dots, Petals, Pinwheel, Radiate, Spokes, Waves
Piston Panel

PLAY COMPONENTS INCLUDED on the MODULAR PLAYSTRUCTURE -Ages 2-5:

DECKS
Split Square
Crescent Platform

CLIMBERS
EKO Tri

SLIDES
Monaco Curved Slide @ 32" Deck Ht.

ROOFS
12' x 12' Shade Play Canopy

PLAY ACTIVITY PANELS
ABC Panel

INDEPENDENT PLAY EVENTS:
Play Panel Activity Wall
Shapes – 2 sided play panel
Signing – 2 sided play panel
Crazy Maze – 2 sided play panel

142-164915-1

February 22, 2023
2023 Pricing

Proposal Prepared for:
Thomas Walenski
Green Bay Park and Recreation
100 North Jefferson St Room 101 Green
Green Bay, WI 54301
Phone:

Project Location:
Farlin Park Option 1 - Green Bay
100 North Jefferson St Room 101 Green
Green Bay, WI 54301

Proposal Prepared by:
Lee Recreation, LLC
260 W Main Street
Cambridge, WI 53523
Phone: 800-775-8937
Fax: 608-423-7655
lana@leerecreation.com

Megan Lee Cunningham
Phone: 608-423-9994
Fax: 608-423-7655
megan@leerecreation.com

Component No.	Description	Qty	Weight	Ext. Weight	Price	Ext. Price
Phase One						
Burke Basics						
560-0067	FS APPROACH CLIMBER, 4 POD	1	71	71	$1,300	$1,300
560-2699	LEVEL X EXTREME CENTER	1	1,556	1,556	$27,410	$27,410
560-2717	LEVEL X EXTREME RIGHT WING	1	298	298	$5,772	$5,772
560-2720	LEVEL X EXTREME LEFT LINK	1	165	165	$4,862	$4,862
580-1364	LIL NOVO BEAN STEP	1	28	28	$302	$302
			List Price: $39,646			
Intensity						
370-0868	TREE BRANCH CLIMBER-4	1	33	33	$739	$739
			List Price: $739			
Nucleus						
072-0500-112C	5" OD X 112" CAPPED POST	1	59	59	$447	$447
072-0500-124C	5" OD X 124" CAPPED POST	2	65	130	$489	$978
072-0500-136C	5" OD X 136" CAPPED POST	2	71	142	$529	$1,058
072-0500-140C	5" OD X 140" CAPPED POST	1	74	74	$541	$541
072-0500-148C	5" OD X 148" CAPPED POST	1	78	78	$568	$568
072-0500-152C	5" OD X 152" CAPPED POST	2	80	160	$582	$1,164
072-0500-156C	5" OD X 156" CAPPED POST	1	82	82	$596	$596
072-0502-188S	5" OD X 188" SWAGED POST	4	99	396	$678	$2,712
270-0120	EVOLUTION UNITARY ENCLOSURE	3	34	102	$653	$1,959
270-0122	EVOLUTION OFFSET ENCLOSURE	2	34	68	$570	$1,140
270-0123	EVOLUTION ARCHED CATWALK BRID...	1	439	439	$4,924	$4,924
270-0130	SQUARE PLATFORM	2	106	212	$1,302	$2,604
270-0292	EVOLUTION CENTER MOUNT ENCLOS...	1	40	40	$653	$653
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	1	108	108	$1,593	$1,593
370-0171	TRANGO CLIMBER, CENTER MOUNT ...	1	33	33	$625	$625
370-0223	PURSUIT CLIMBER 16"-40"	1	127	127	$2,915	$2,915
370-1659	TRANSFER STATION, HANDRAIL 48"	1	210	210	$2,338	$2,338
370-1664	SHASTA CLIMBER, 40"-48"	2	20	40	$493	$986
370-1715	MESA CLIMBER	1	143	143	$2,523	$2,523
470-0664	ROCK'N ROLL SLIDE, 64" - 72" ...	1	111	111	$1,634	$1,634

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2023 Pricing

470-0676	12' X 12' SHADEPLAY CANOPY	1	275	275	$6,226	$6,226
470-0758	VELO XL SLIDE, 88"-96" W/O HO...	1	134	134	$2,270	$2,270
470-0803	CONTOUR SLIDE, 64"-72"	1	232	232	$3,077	$3,077
470-0804	SLIDE HOOD, LOW SIDE WALL	1	32	32	$616	$616
570-2718	SEEK'N'FIND 2-SIDED PLAY PANE...	1	57	57	$1,168	$1,168
570-2721	DOTS POST MOUNTED SPINNER	1	1	1	$49	$49
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	$49	$49
570-2723	PINWHEEL POST MOUNTED SPINNER	1	1	1	$49	$49
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	$49	$49
570-2725	SPOKES POST MOUNTED SPINNER	1	1	1	$49	$49
570-2726	WAVES POST MOUNTED SPINNER	1	1	1	$49	$49
570-2736	PISTON PANEL	1	47	47	$878	$878
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3	$0	$0
660-0103	MAINTENANCE KIT, STRUCTURE	1	7	7	$0	$0
660-0104	INSTALLATION KIT, STRUCTURE	1	5	5	$0	$0

List Price: $46,487

Phase One User Capacity:112
Phase One Weight: 5,701 lbs.
Phase One Price: $86,872

Phase Two

Burke Basics

560-2708	EKO TRI	1	72	72	$1,189	$1,189

List Price: $1,189

Nucleus

072-0500-100C	5" OD X 100" CAPPED POST	1	53	53	$407	$407
072-0500-108C	5" OD X 108" CAPPED POST	2	57	114	$434	$868
270-0009	8" CLOSURE PLATE, ELLIPSE	1	8	8	$150	$150
270-0120	EVOLUTION UNITARY ENCLOSURE	1	34	34	$653	$653
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	1	108	108	$1,593	$1,593
470-0075	CRESCENT PLATFORM	1	52	52	$1,116	$1,116
470-0674	SINGLE POST SHADEPLAY 12' X 1...	1	194	194	$5,232	$5,232
470-0802	MONACO SLIDE, 32"-40"	1	71	71	$1,267	$1,267
470-0804	SLIDE HOOD, LOW SIDE WALL	1	32	32	$616	$616
570-0842	ABC 2-SIDED PLAY PANEL	1	44	44	$1,019	$1,019
670-0395	ROOF POST 5" OD X 7 GA X 188 ...	1	159	159	$918	$918

List Price: $13,839

Phase Two User Capacity:12
Phase Two Weight: 941 lbs.
Phase Two Price: $15,028

Phase Three

142-164915-1

February 22, 2023
2023 Pricing

Nucleus

072-0500-80C	5" OD X 80" CAPPED POST	4	42	168	$341	$1,364
570-0839	SHAPES 2-SIDED PLAY PANEL, BE...	1	46	46	$957	$957
570-0847	SIGNING 2-SIDED PLAY PANEL, B...	1	46	46	$893	$893
570-2661	CRAZY MAZE 2-SIDED PLAY PANEL...	1	46	46	$1,010	$1,010

List Price: $4,224

Phase Three User Capacity:	6
Phase Three Weight:	306 lbs.
Phase Three Price:	$4,224

Total User Capacity:	130
Total Weight:	6,947 lbs.
With Packaging (+18%):	8,198 lbs.
Total Price:	$106,124

NOTE: IT IS THE DEALER'S RESPONSIBILITY TO REVIEW ALL PROPOSALS FOR ACCURACY UPON RECEIPT.

142-164915-1

February 22, 2023
2023 Pricing

Selected Color List

Color Group	Color
Phase 1	
Accessory	Tan
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Rotomolded	Lime
Post	Brown
Platform	Brown
Kore Konnect	Brown
Canopy	Lime
Phase 2	
Accessory	Tan
Rotomolded	Lime
Platform	Brown
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
1 Color Extruded/Flat	Lime
Kore Konnect	Brown
Canopy	Lime
Post	Brown
Phase 3	
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Kore Konnect	Brown
Post	Brown

The colors listed may not reflect color options chosen for any high-quality, rendered 3Ds.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Neil Stechschulte, Director

AGENDA ITEM # E.7

Consideration with possible action on a development agreement with Henry Real Estate Development, LLC, Gorman & Company, the Green Bay Redevelopment Authority, and the City of Green Bay regarding the redevelopment and reuse of the property at 216 South Military Avenue (parcel #6-266-E).

BACKGROUND

Background

The owner of the principal parcel is Henry Real Estate Development, LLC, an affiliate of H.J. Martin. This parcel includes the former Shopko building. There is currently a planned unit development zoning that, in conjunction with a development agreement, allows the owner to temporarily utilize this building for limited light industrial uses (warehousing, service, and training uses). These limited light industrial uses are not permitted in commercial zoning districts. In exchange for allowing some redevelopment to occur on the Military Avenue side of the property with commercial, mixed-use, or residential uses, as well as providing a concept plan for the redevelopment of the entire site, the limited industrial uses that are only temporarily permitted would become permanent. The current agreement allows these limited light industrial uses to occur for three years, with the potential for two one-year extensions. Upon construction of a qualified development on the Military Avenue frontage and the provision of a concept plan for the site, these limited light industrial uses could be evaluated for more permanent zoning through an update to the planned unit development, which has been recommended for approval by the Plan Commission. Physical improvements to the existing Shopko building beyond basic maintenance are prohibited.

Gorman and Company has been working with Henry Real Estate Development, LLC and the City of Green Bay to locate a 48-unit multi-family project on the property at the corner of Leo and Military. The project has been awarded WHEDA tax credits. An updated planned unit development zoning for this project is currently being evaluated and has been recommended for approval by the Plan Commission.

New Development Agreement

The purpose of this development agreement is to formalize the obligations of the current property owner, the developer, and the City with regards to the redevelopment and reuse of the property at 216 South Military Avenue. It also serves to document the approval of the Gorman and Company project by Henry Real Estate Development, LLC and vice-versa.

RECOMMENDATION

To approve the development agreement subject to final review by the City Attorney and forward it to Council for their consideration.

FISCAL IMPACT

The Gorman project is anticipated to create up to $3 million in new property tax valuation. A combination of TIF assistance, HOME funds, and a loan through ARPA funds is being considered by the City.

ATTACHMENTS

1. 031023 HJ Martin Site Redevelopment DA Update Draft

DEVELOPMENT AGREEMENT 23-__

REDEVELOPMENT OF FORMER SHOPKO SITE AT 216 S. MILITARY AVE.

This Development Agreement is made this _____ day of _____, 2023,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

Henry Real Estate Development, LLC~~Martin Neufeld LLC~~, an affiliate of H.J. Martin & Son, Inc., a Wisconsin corporation (MARTIN), and Gorman and Company, a Wisconsin corporation ("GORMAN").

RECITALS

A. It is the intent of the City to facilitate and encourage the long-term redevelopment of ~~this Property~~ property located at 216 S Military Avenue / Parcel 6-266-E (Property) by allowing the owners to reuse the existing buildings on the Property until such time that redevelopment of this site becomes feasible, and to divide off a portion(s) of the property for commercial or multi-family development ~~on~~along the Military Avenue frontage to screen the existing building.

B. It is the City's intent to permit the development of approved commercial, mixed-use and residential buildings on or near the street frontage of large format commercial lots and permit limited light industrial uses where appropriate and in a fashion that does not negatively impact adjacent uses in an effort to maintain the value of such properties and eventually facilitate their redevelopment to higher and better uses.

C. Both GORMAN and MARTIN are in full agreement with and in support of the uses and projects being proposed by one another at the project site.

~~A.~~D. GORMAN and MARTIN have~~s~~ proposed redeveloping and reusing a portion of certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assessed Value
6-266-E	216 S. Military Ave.	8.362	$3,571,400

1. The GORMAN portion of the property is described as: Commencing at the Southeast Corner of Lot 1 of Certified Survey Map No. 1366, being part of Private Claim Number 1 and the vacant strip of land, West Side of Fox River, City of Green Bay, Brown County, Wisconsin; thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said west right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning. Part of current Tax Parcel 6-266-E (1.11 acres).

2. The MARTIN portion of the property is described as: : Lot 1 of Certified Survey Map No. 1366, being part of Private Claim No. 1 and the vacant strip of land, West Side of Fox River,

in the City of Green Bay, Brown County Wisconsin except Commencing at the Southeast Corner of said Lot 1 of Certified Survey Map No. 1366, thence N26°10'17"E, 276.60 feet along the West right of way of South Military Avenue to the point of beginning; thence N26°10'17"E, 246.18 feet along said west right of way; thence 18.91 feet along the arc of a 12.00 foot radius curve to the left whose chord bears N18°57'46"E from said West right of way of South Military Avenue to the South right of way of Leo Street; thence N64°05'49"E, 174.77 feet along said South right of way of Leo Street; thence S26°10'17"W, 258.24 feet; thence S64°05'49"W, 186.83 feet to the point of beginning. Part of current Tax Parcel 6-266-E (7.25 Acres)

3. GORMAN and MARTIN shall create a land division formally creating these separate parcels, and submit this land division for review and approval by the City of Green Bay.

~~B.~~E. The parcel and land areas listed above shall be referred to as the "Property." The Property comprises approximately eight and three hundred sixty-two thousandths (8.362) acres of land. A map of the Property is herein attached as EXHIBIT A; the legal description of the Property is as follows:

Lot 1 of 5 Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document number 802454, Being Part of Private Claim 1 West and Being Part of Vacant Strip in the City of Green Bay, West of the Fox River, Brown County, Wisconsin.

F. GORMAN intends to complete a 48-unit, four-story multi-family residential development on their portion of the Property. Uses on the GORMAN portion of the Property shall be governed by a Planned Unit Development ("PUD") overlay zoning designation subject to the review and approval by the Plan Commission and the City Council. The proposed PUD is attached as EXHIBIT ___. ~~Developer~~

~~C.~~G. Subject to the completion of the GORMAN project, MARTIN intends to ~~complete a Project to temporarily~~ reuse ~~and redevelop~~ existing buildings on their portion of the Property, which includes the following:

1) ~~A future addition of a n~~New commercial, residential and/or mixed-use building or buildings to be determined in the future, and/or the reuse of the existing structure for commercial or mixed-uses, subject to approval of a concept plan, future rezoning and possible land division, all as determined to be necessary by the City.

~~1)~~

2) ~~An immediate~~The current temporary reuse of the existing retail building for H.J. Martin & Son, Inc.'s ("H.J. Martin") warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or their direct affiliate is governed by a .Planned Unit Development ("PUD") overlay zoning designation subject to the review and approval by the Plan Commission and the City Council. ~~—~~It is the intention of MARTIN to make these uses semi-permanent through an amendment to the existing PUD that shall be based in the City's C-3 zoning district, with specific limited Light Industrial uses being permitted. The proposed PUD is attached as EXHIBIT ___.

a. ~~The temporary use shall be governed by a Planned Unit Development ("PUD") overlay zoning designation subject to the review and approval by the Plan Commission and the City Council.~~

~~b.~~a. ~~The requested PUD shall address the storage of t~~The following materials ~~to~~may be stored in the existing building, including but not limited to:

i. Flooring Materials (Hardwood, Ceramic Tile, Vinyl, Carpet, Carpet Pad)
ii. Flooring Sundries (Adhesive, Caulk, Grout, Metals)
iii. Tools & Equipment (Power tools, Hand tools)
iv. Acoustical Ceiling Tile & Grid
v. Shower Doors & Mirrors
vi. Wheelchairs
vii. Oxygen Tanks
viii. Other Medical Equipment

b. Other permitted uses within the PUD shall include:

i. Uses as allowed under the Community Center Commercial (C3) district.
ii. Limited production and processing
iii. Contractor yard (Must be fully enclosed within building)
iv. Dry cleaning establishment, commercial laundry
v. Research and development facility
vi. Material recovery facility (minor)*
vii. Ground transportation service *
viii. Package delivery service *
ix. Public safety/service facility
x. Telecommunication tower, wireless communication facility *
xi. General office
xii. Government office
xiii. Bank or other financial institution
xiv. Clinic, health care facility
xv. Artist's studio
xvi. Dwelling in conjunction with business *
xvii. Live work unit *
xviii. Warehousing
xix. Educational/training facility
xx. *Conditional use subject to approval by Common Council

c. Training facility to include, but not be limited to, fixture installation, case work mockups, shower mockups, stair mockups and classrooms with chairs.

~~c.~~

d. The permanent future use of the structure with the proposed temporary use will ~~be determined in a future rezoning and/or land division of the Property~~will only be considered by the CITY in the context of an approved and constructed project on the GORMAN portion of the Property.

~~d.~~e. The amended PUD for the MARTIN portion of the project shall only be moved forward for approval in the event of a an approved and constructed project on the GORMAN portion of the Property. Without the GORMAN project (or

other similar approved project by the City), the current PUD shall apply and the approval of light industrial uses shall remain temporary for a period of three years of the original agreement and PUD.

~~The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.~~

~~D.~~H. ~~Developer~~ MARTIN and the City acknowledge that the proposed ~~temporary~~ uses of ~~H.J. Martin's~~ warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or its direct affiliates are not permitted by the current C-3 Community Center Commercial zoning and are inconsistent with the City's adopted 2022 Smart Growth Comprehensive Plan, and are being considered only in the context of creating time for a formal future redevelopment plans for the entire site. The ~~temporary~~ uses as listed are in no way intended to set a precedent in any manner for allowing these types of uses in commercial districts.

~~E.~~ The City and RDA desire to provide MARTIN ~~the Developer~~ the opportunity to ~~temporarily~~ utilize the existing structure and site in order to provide time to market the site for more appropriate uses as well as to maintain some economic activity and tax base for the community, consistent with the City Comprehensive Plan and the City Zoning Ordinance.

I. In order to induce ~~Developer~~ MARTIN to undertake the Project, such that it will bring new investment to the area and so that the public will generally benefit, the City has agreed to allow ~~the Developer~~MARTIN to pursue semi-permanent approval for ~~the~~ temporary uses in exchange for cooperatively planning for the redevelopment of the property beyond the GORMAN project which is expected to take place ~~prior to the next~~within the original 3 year period as provided by the~~is~~ original Agreement, all in accordance with the terms and conditions of this Agreement.

~~F.~~J. Failure by MARTIN or GORMAN to abide by any of the zoning standards defined in their respective PUDs and the general ordinances of the City of Green Bay may result in enforcement action by the City to achieve compliance, up to review of the PUD by Plan Commission and Council for possible termination of the PUD.

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

I. PURPOSE

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

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized

governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

D. Purpose of the Agreement. In order to allow the Project to occur and to induce Developer to undertake the Project as well as the marketing and future compliant redevelopment of the Property, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the parties herein intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Any requests for financial assistance will need to be addressed by the individual developer in a separate agreement.

II. DEFINITIONS; EXHIBITS

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

A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.

B. "City" means the City of Green Bay, Brown County, Wisconsin.

C. "Concept Plan" means ~~the~~a plan for ~~the~~ any future project which shall include but not be limited to:

1. Architectural renderings, elevations, and list of building materials

2. Building site plan that identifies existing and new building dimensions, site dimensions, setbacks, easements, public rights of way, parking areas, driveway locations, ingress and egress, and any other improvements on the site.

3. Utility plan that identifies existing and new public and private utility connections including but not limited to water, sanitary sewer, storm water, electric, natural gas, telecommunications, and any other utility infrastructure and related easements.

4. Storm water management plan that identifies conveyance, storage and treatment of storm water in accordance with City ordinances.

5. A building and site restoration plan (if necessary)

D. "Developers" means MARTIN and GORMAN, or any other future party looking to construct a development project on the Property. ~~Martin Neufeld LLC, an affiliate of H.J. Martin & Son, Inc~~., or any assignee of the same.

E. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property

2. Exhibit B – ~~Preliminary Concept Plan~~Development Area Map

3. Exhibit C – Draft PUD for GORMAN

~~2.~~4. Exhibit ~~&~~ D — Draft PUD for MARTIN~~PUDs?~~

F. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement

G. "Plans and Specifications" means the plans and specifications necessary to design, review, and construct all or part of the Project.

H. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

I. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

J. "Project" means the Project as defined in the Recitals.

K. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:

1. road, pedestrian, and bicycle improvements; and

2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and

3. telephone, high-speed cable, and related technology infrastructure; and

4. natural gas, electrical power, and other public utilities; and

5. any related engineering, grading, erosion control, and landscaping; and

6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

L. "Temporary Use" means any land uses intended to only be permitted for a short-term, fixed period, and intended to be replaced by a permitted use or uses after the herein agreed upon three (3) year period.

III. OBLIGATIONS OF DEVELOPERS

A. Developers shall be responsible for preparing a land division to facilitate the transfer of land ownership and submitting it to the City for review and approval.

~~A.~~ Planned Unit Development Zoning – MARTIN project~~ for Temporary Uses~~. ~~The Developer~~MARTIN shall obtain a Planned Unit Development ("PUD") overlay zoning designation over the property to ~~temporarily~~ permit ~~H.J. Martin's~~ warehousing, employee training use and leased space for product assembly and maintenance by Bellin Health or their direct affiliates. The application for the PUD shall be reviewed in accordance with all applicable City and RDA standards and procedures. The PUD shall not constitute a property right of MARTIN ~~the Developer~~ and its existence is solely contingent and predicated upon this Agreement being in full force and effect. Any termination of this Agreement shall automatically and immediately terminate the PUD without further notice to the Developer. The Developer acknowledges and agrees that a failure to comply with any of the PUD obligations and terms shall be grounds for termination of this Agreement as set forth in Section VII.

~~B. The expiration of the PUD shall be December 31, 2024, subject to the extension periods set forth in Section III(B).~~ The ~~application for the~~ PUD zoning for the MARTIN portion of the project shall include, but not be limited to, the following obligations and terms:

1. A detailed building plan and site illustrating the areas for each of the defined temporary uses
2. A list of permitted materials and equipment to be stored indoors.
3. ~~Developer~~ shall not remove ~~t~~The existing natural screening (i.e. trees) adjacent to the existing loading area and Randall Court shall not be removed~~.~~
4. Prohibition of outdoor storage, outdoor displays, and long-term parking or vehicle storage.
5. Ensuring adequate ingress and egress from each use area in the existing building.
6. Ensuring traffic patterns to and from the building are routed in the least disruptive manner from adjacent areas.
7. Ensure that parking for employees and customers is located in the least disruptive areas away from adjacent areas.
8. Requirements for minimum property maintenance standards.
~~8.~~9. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

~~C. Extension of Temporary Uses. The Developer may request up to Two (2), One (1) - year extensions for the temporary use. Such requested extensions shall be reviewed for approval by the RDA and or the City based on the following factors: Developer is able to 1) demonstrate significant activity and progress related to the future redevelopment of the site, and 2) show consistent code compliant maintenance of the property and structure(s), including the temporary uses, in compliance with the applicable zoning and general ordinance requirements of the City.~~

B. Planned Unit Development Zoning – GORMAN project. GORMAN shall obtain a Planned Unit Development ("PUD") overlay zoning designation over the property to permit construction of a multi-family development on the Property. The application for the PUD shall be reviewed in accordance with all applicable City ~~and RDA~~ standards and procedures. The PUD shall not constitute a property right of the Developer and its existence is solely contingent and predicated upon this Agreement being in full force and effect. Any termination of this Agreement shall cause the City to terminate the PUD without further notice to the Developer. The Developer acknowledges and agrees that a failure to comply with any of the PUD obligations and terms shall be grounds for termination of this Agreement as set forth in Section VII.

The PUD zoning for the GORMAN portion of the project shall include, but not be limited to, the following obligations and terms.

1. Definition and regulation of permitted and prohibited uses.
2. Minimum and maximum dimensional and area requirements.
3. Minimum standards and limitations to access circulation and parking.
4. Definition of architectural standards. Risers, paved stoops, paved entries leading to private and public doorways along South Military Avenue which are located in the front setback are allowed.
5. Minimum standards for building and site maintenance.
6. Minimum and maximum standards for lighting.
7. Minimum and maximum standards for signage.
8. Minimum standards for landscaping, including landscape islands in center of parking lot having additional landscaping beyond grass and trees, determined per review by Community and Economic Development.
9. Maximum impervious surface requirement is 86%. Any paved sidewalk which leads from the public right of way to a public building entrance may be excluded from this calculation.
10. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

~~D.~~C. Concept Plan. ~~The~~ Further redevelopment of the Property shall require the creation of a full Concept Plan as defined in this Agreement, to be submitted to the City ~~no later than December 31, 2024, subject to the extension periods set forth in Section III(B). which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement~~. Failure to provide said concept plan shall be considered a default by the Developers as contemplated under the terms of this Agreement.

~~E.~~D. Future Requests. The Future Project may be subject to additional requirements not addressed in this Agreement and will need to be addressed at a future time including but not limited to rezoning, variances, land division, development agreement amendment(s) and ~~the~~ any potential request by the Developers for financial assistance.

~~F.~~E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, unless it determines such revisions would impair the objectives of this Agreement, impose substantial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developers may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developers. At any time during the implementation of the development contemplated by this Agreement, Developers may submit to the RDA proposed revisions in the approved Concept Plan, in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

~~G.~~F. Compliance with Planning; Zoning; Permits and Use. Be it understood that the RDA does not have regulatory control over the property. Therefore, Developers shall obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developers shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developers shall have obtained the approval of the City and RDA.

4. Developers acknowledges that failure to abide by and maintain any and all of the requirements of the ~~temporary~~ PUD zoning will result in the ~~automatic termination~~ City terminating ~~of~~ the PUD, ~~revocation of the temporary uses~~, ordering the immediate cessation of the uses previously permitted under the overlay PUD zoning, and subject the Developer to any and all enforcement actions permitted by law as well as termination of this Agreement.

5. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 44 Article XIX, Green Bay. Failure to obtain building permits for any applicable improvements may result enforcement action including additional fees, citations, termination of this agreement, and termination of the PUD.

6. If any site has been purchased, it shall not be further divided without review and consent of the City.

~~4.~~7. An updated change of use site plan must be submitted to the Department of Community and Economic Development to denote the existing change of use on the site.

G. Temporary barriers on the site such as jersey walls or temporary concrete walls must be removed.

H. All existing and new service, loading, and refuse areas shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.

I. Any ground-mounted and/or roof mounted mechanicals shall be screened in accordance with Chapter 44, Section 44-1917, Green Bay Municipal Code.

~~H.~~J. Termination or Relocation of Easements. Developers shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

~~I.~~K. Reports and Information. During the period before the commencement of construction of the Project, Developers shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developers shall submit progress reports during the course of planning.

~~J.~~L. Copies of Documents. All documents from Developers to the City or RDA shall be submitted electronically.

~~K.~~M. Maintenance and Repair. Developers shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and

free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

~~L.~~N. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. If Developers intend~~s~~ to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. ~~The City or RDA may deny the request for any commercially reasonable reason.~~ Developers may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developers to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developers. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner of the Property shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of ~~the~~ any TID the Property may be a part of, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

~~M.~~O. Easements. Developers shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

~~N.~~P. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, Developers and the City shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developers shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developers shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

    a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

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

~~O~~.Q. Insurance. Before commencement of construction activities on the Project, Developers shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

a) Bodily Injury by Accident – one hundred thousand dollars ($100,000.00) per accident;

b) Bodily Injury by Disease – one hundred thousand dollars ($100,000.00) per employee; and

c) Five hundred thousand dollars ($500,000.00) policy limit.

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

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developers and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developers, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

    a) General Aggregate Limit – two million dollars ($2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars ($2,000,000.00);

    b) Bodily Injury and Property Damage – two million dollars ($2,000,000.00) per occurrence;

    c) Fire Legal Liability Damage Limit – one hundred thousand dollars ($100,000.00) per occurrence; and

    d) Medical Expense Limit – ten thousand dollars ($10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developers and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

    a) Bodily Injury – two hundred fifty thousand dollars ($250,000.00) per person; and

    b) One million dollars ($1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars ($250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developers and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars ($1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs III. N. 1. to III N. 3. above.

6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developers shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developers of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developers shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developers shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

~~P.~~R. General Indemnity.

1. Protection Against Losses. Developers shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

    a) Any breach by Developers of the terms of this Agreement;

    b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

    c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

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

IV. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

A. Existence. Developers shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

B. Incumbency; Due Authorization. Developers shall have provided a certificate of incumbency and resolutions of Developer demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

C. No Violation or Default. Developers shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

D. Insurance. Developers shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developers and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developers represents and warrants to the City and RDA as follows:

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.

B. No Material Change in Developers Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property is currently zoned for commercial and retail uses and Developer shall obtain a Planned Unit Development Overlay zoning designation for the requested temporary uses described in this Agreement. If granted, the Developer shall ensure that it conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developers shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developers shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developers shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the

Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developers contained in this Agreement and no statement of fact furnished or to be furnished by Developers to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developers ~~is~~ are a limited liability company ~~-~~organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or to the best of Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

K. Compliance with Laws and Codes. The Project shall conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer shall comply with, and shall cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

1. Failure to comply with PUD. Developer fails to comply with any of the obligations and terms of the Planned Unit Development overlay zoning designation. Such default shall automatically terminate the PUD and this Agreement without further notice to the Developer.

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

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

    a) Fraud; or

    b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property; provided, however, with respect to liens for claims to payment that are subject to a bona fide dispute, such liens may be removed by Developer by posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default. City and/or Developer shall be entitled to collect all costs and fees, including reasonable attorney fees incurred by Developer or City in enforcing this Agreement due to an Event of Default by the City and/or RDA.

D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VIII. TERMINATION

A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. This Agreement is terminated because of an Event of Default; or

2. The parties agree in writing to terminate this Agreement.

B. Survival of Certain Provisions. Sections III. F., III. G., III. K. 2., III.K 3., III. L., III. M. 2., III. O., IV. A., IV. B., IV. C., IV. D., VI. C., VI. D., VI. E., VI. G., VI. K., VI. L., VII. B., VII. D., VII. E., VII. F., IX. B., IX. C., IX. G., IX .J., IX. M., IX. O., IX. P., and IX. R. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Except as otherwise set forth in this Agreement, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to DECEMBER 31, 2021, any and all

approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City:
City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferies@greenbaywi.gov
facsimile: 920-448-3010

To RDA:
Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: neil.stechschulte@greenbayi.gov
facsimile: 920-448-3426

To ~~the Developer~~MARTIN: Martin Neufeld LLC
Attention: Edward Martin
320 South Military Avenue
Green Bay WI, 54303
920-321-3013k.hopp@hjmartin.com

with a copy to: Attorney Ryan D. Krumrie
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301
(920) 430-1900
rkrumrie@hdz-law.com

To GORMAN:

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

O. Recording of Agreement. The City may record a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

DEVELOPER:
Henry Real Estate Development, LLC~~Martin Neufeld LLC~~

By: _____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 202~~1~~3, the above named _____, a member of Henry Real Estate Development, LLC~~Martin Neufeld LLC~~, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

*_____

Notary Public, _____ County, Wisconsin

My Commission Expires _____

DEVELOPER:
Gorman and Company

By: _____

_____

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

_____) SS

COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above named _____, a member of Gorman and Company, a Wisconsin corpoaration, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

*_____

Notary Public, _____ County, Wisconsin

My Commission Expires _____

~~THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME~~

Signature page 3 of 4

THE REDEVELOPMENT ATUHORITY OF THE CITY OF GREEN BAY

By: _____
Gary Delveaux, Chairperson

By: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jefferies, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 202~~1~~3, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map

EXHIBIT B
Preliminary Concept Plan

EXHIBIT C
Draft Planned Unit Development for GORMAN

EXHIBIT D
Draft Planned Unit Development for MARTIN

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Neil Stechschulte, Director

AGENDA ITEM # E.8

Reconsideration with possible action on a no-build easement on RDA-owned property (parcel #12-112) and request to acquire/transfer RDA-owned property (parcel #12-86-1).

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 will present an update on the proposed improvements to 301 N. Adams and their impact on RDA-owned property. The owners of 301 N. Adams had previously made requests for a no-build easement on RDA-owned property (parcel #12-112) and to acquire/transfer RDA-owned property (parcel #12-86-1). At the February 2, 2023 meeting of the RDA, the easement was denied and no action was taken on the proposed acquisition. In response to these actions, the owners of 301 N. Adams have submitted reuse plans for the second floor that do not require these two requests.

If the RDA retains ownership of the property on the NW corner of the building, there will need to be several improvements made to allow the space to continue to be usable. Based on a review of the approved plans for this space, orders issued by the City's building inspection division dictate that the space may not be used for storage purposes and requires that a party wall be installed between the separately owned spaces. A majority, if not all, of these improvements would likely be at the City/RDA cost.

If the RDA decides to transfer the property, and the property is accepted by the owners of 301 N. Adams, the separate parcel and the need for the party wall would be eliminated. Staff's research indicates that this option was the original intent between the City/RDA and the owners of 301 N. Adams for a different reuse project. This action was approved but never executed.

If the RDA decides to continue to not provide an easement, the owners of 301 N. Adams have submitted a plan to eliminate all ingress and egress on the south side of the building and re-route access to other areas of the building.

The RDA needs to provide plans to address these items with Building Inspection by March 15th. This is essentially the last opportunity to make a final determination on a course of action, as the owners of 301 N. Adams are ready to proceed with their project. The proposed project meets building codes and is permitted by zoning.

Staff is currently reviewing the revised site plan.

Staff is prepared to further discuss these items in closed session as needed.

RECOMMENDATION

Proceed as directed by the RDA.

FISCAL IMPACT

To be determined depending on the selected option by the RDA.

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 14, 2023	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2023
2. Check Report

Redevelopment Authority
Financial Report
CDBG
2/28/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing		28,000.00	-	8,000.00	-	20,000.00
Public Services		164,698.03	-	18,765.23		145,932.80
CDBG Eligible Areas HILP Program		249,375.49	4,000.00	-	150,400.00	102,975.49
CDBG Eligible Areas Public Facilieities and Infrastructure		182,343.74	-	-	-	182,343.74
CDBG Eligible Areas-Beautificatio/Art		137,054.77	-	-	-	137,054.77
Economic Development		600,451.38	36,639.11	11,782.94	-	625,307.55
ED Façade & Demo Loans		65,484.08	-	8,328.00	34,112.35	23,043.73
Administration		176,573.81	-	20,411.14	-	156,162.67
	$ -	**$ 1,603,981.30**	**$ 40,639.11**	**$ 67,287.31**	**$ 184,512.35**	**$ 1,392,820.75**

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		1,455.78	-	-	-	1,455.78
Broadband		124,693.39	-	-	124,693.39	-
Rental/Mortgage Assistance Program LMI		114,948.04	-	-	-	114,948.04
	$ -	**$ 241,097.21**	**$ -**	**$ -**	**$ 124,693.39**	**$ 116,403.82**

Redevelopment Authority
Financial Report
HOME
02/28/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program		881,944.96	49,148.06	64,087.00	429,332.00	437,674.02
CHDO Projects		288,000.00	-	-	-	288,000.00
Housing Development Projects		1,067,892.03	-	23,500.00	670,500.00	373,892.03
Administration		144,118.97	5,460.90	3,882.07		145,697.80
HOME-ARP Admin		97,410.80	-	-	-	97,410.80
	$ -	**$ 2,479,366.76**	**$ 54,608.96**	**$ 91,469.07**	**$ 1,099,832.00**	**$ 1,342,674.65**

City of Green Bay RDA
Check Register
28-Feb-23

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21661	02/16/2023	BROWN COUNTY TREASURER	4,000.00
21662	02/16/2023	CITY OF GREEN BAY	19,764.06
21663	02/16/2023	HOUSE OF HOPE GREEN BAY, INC.	13,379.88
21664	02/16/2023	NEIGHBOR-WORKS GREEN BAY	42,215.00
			79,358.94