AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, APRIL 11, 2023, 1:30 PM

City Hall, Room 604 - The Harry Maier 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 April 11, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the March 14, 2023 meeting of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action to approve a 60-day planning option for development on 1200 S Broadway for an urban storage building to Filip Barsan.
2. Consideration with possible action to amend MF Housing Partner's TIDAH award of $400,000.00 from a loan to a grant.
3. Consideration with possible action to approve a one-year planning option extension to On Broadway, Inc. for RDA-owned parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.
4. Consideration with possible action to approve demolition of 1035 Vanderbraak Street (parcel 20-350) for the purpose of redeveloping the site for affordable housing through an RFP process.

5. Consideration with possible action to approve the CDBG Property Acquisition Policies and Procedures document.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: May 9, 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.

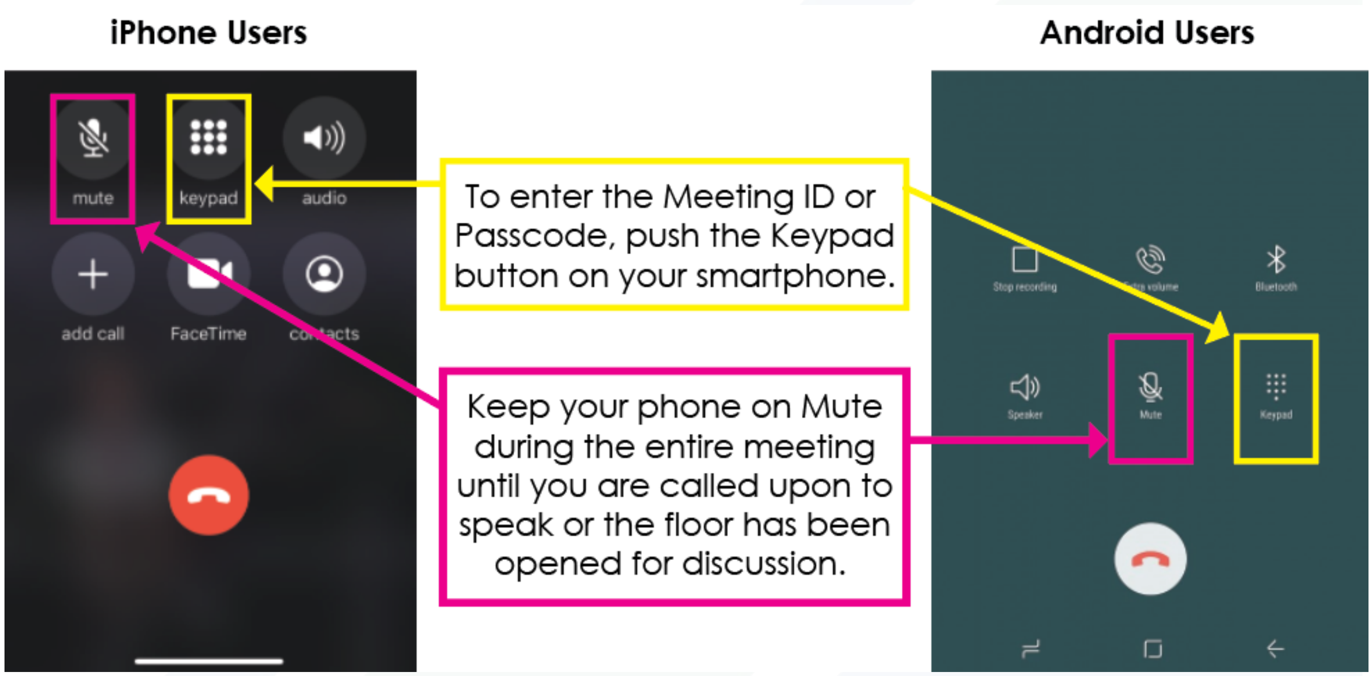
Additional Information

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	PREPARED BY
April 11, 2023	Ronda Bitney

AGENDA ITEM # E.1

Consideration with possible action to approve a 60-day planning option for development on 1200 S Broadway for an urban storage building to Filip Barsan.

BACKGROUND

The site located at 1200 S Broadway was purchased in 2009 using Neighborhood Enhancement funds. It is currently zoned Light Industrial with a market value of $10,600.

Staff has received a request for a 60-day planning option from Filip Barsan so that he can explore the opportunity to develop an urban storage unit. The development will be contingent on the City of Green Bay granting a Conditional Use Permit. The developer is requesting to purchase the lot for $1,000. The staff is considering this urban storage use on this site because it is an interior storage facility and has a desirable design for the building.

Staff is recommending the approval of the 60-day planning option and a purchase price of $10,000 for the lot for the development of an urban storage building.

RECOMMENDATION

To approve a 60-day planning option to Filip Barsan for the development of an urban storage building and the sale of the lot for $10,000.

FISCAL IMPACT

ATTACHMENTS

1. Planning Option Request
2. 1200 S Broadway GIS

March 30, 2023

City of Green Bay, Dept. of Community & Economic Development
Redevelopment Authority
Attn: Ronda Bitney
100 North Jefferson Street
Green Bay, WI 54301

Dear Ronda,

Per our recent conversations, this letter serves as a formal request for a planning option and purchase of city-owned land located at 1200 S Broadway. Following is a description of my plan for urban storage.

Vision

The vision for this project is a compact building of high quality construction within a safe, semi-residential/semi-commercial area. The 120 foot by 40 foot three-story building will have 14,400 square feet for storage units, indoor parking, lobby and common spaces including elevator. The goal is to provide secure rented storage spaces to individuals seeking short and/or long-term rentals. For example, people living in apartments or small homes may desire climate-controlled space for items such as home furnishings, bicycles, canoes, file boxes, etc. The space would NOT accommodate items such as motor vehicles, motorcycles, ATVs, grand pianos and such. The building may have multiple entry/exit options, with parking space for loading and unloading. Users will have a choice of storage space size with price differentials and access to the second and third floor via a utility elevator or stairways. The well-lit exterior façade may be used for murals or custom designs complementing existing and future development in surrounding areas.

Market Need

The past few decades have witnessed an explosion of built storage units on the periphery of cities across our country. Most of these units are "generic" in appearance and detract from the natural surroundings. At the same time, city residents are often seeking convenient spaces for storing their accumulated "stuff." As the population grows and city residents seek storage options, the demand for this type of storage will continue to escalate. Many medium and large metropolitan areas have found this type of storage to be both popular with users and beneficial to the city in terms of tax revenue. Additionally, this facility will be aesthetically designed to fit within a semi-residential area.

Exterior Construction Materials

- Exposed finished concrete
- Custom sheet metal similar to apartment building aesthetics
- 2nd and 3rd floor street facing windows
- 1st floor storefront
- Outdoor façade lighting
- Options for murals (if desired)

All other visible exterior materials and finishes will be presented prior to permitting.

Access, Hours of Service and Security
The facility will be accessible by users 24 hours per day through front doors. The garage entry door will be accessible between 7am and 8pm. An internet website will be the primary interface for users wanting to rent self-storage space. From the website, users will view options of space by size, by floor level and monthly fees. They can view" the unit from the website, submit payment, sign the agreements, and receive access instructions all online. Entry fobs can be picked up or mailed.

Alley garage entry and street entry may allow for drive up activity for loading and unloading items. A utility elevator will be located near the loading/unloading area. In addition, two stairways allow for movement between floors on the far ends of the building.

Indoor and exterior lighting will increase the safety of activities within and outside the building. Security cameras will be located at multiple locations indoors and outdoors. Overall security will be managed by the storage firm (company name to be shared at closing per the 1031 option). Users may purchase their own additional renter's insurance although the building's overall insurance will be covered by the owner.

This first inner city storage unit will be a "test case" for future expansion of the growing storage industry. We envision this attractive, well-maintained facility will be greatly appreciated by new and current residents of the area. Please give this request serious consideration and contact me with any questions, concerns or suggestions.

Acquisition
Given that this specific parcel has been vacant for over 10 years, the proposed acquisition price is $1,000. Our proposed project must be completed by September 2023 due to 1031 tax deadlines and will yield positive revenue for the city by end of the calendar year.
I am excited to continue my re-investment efforts into the city of Green Bay!

Regards,

Filip Barsan

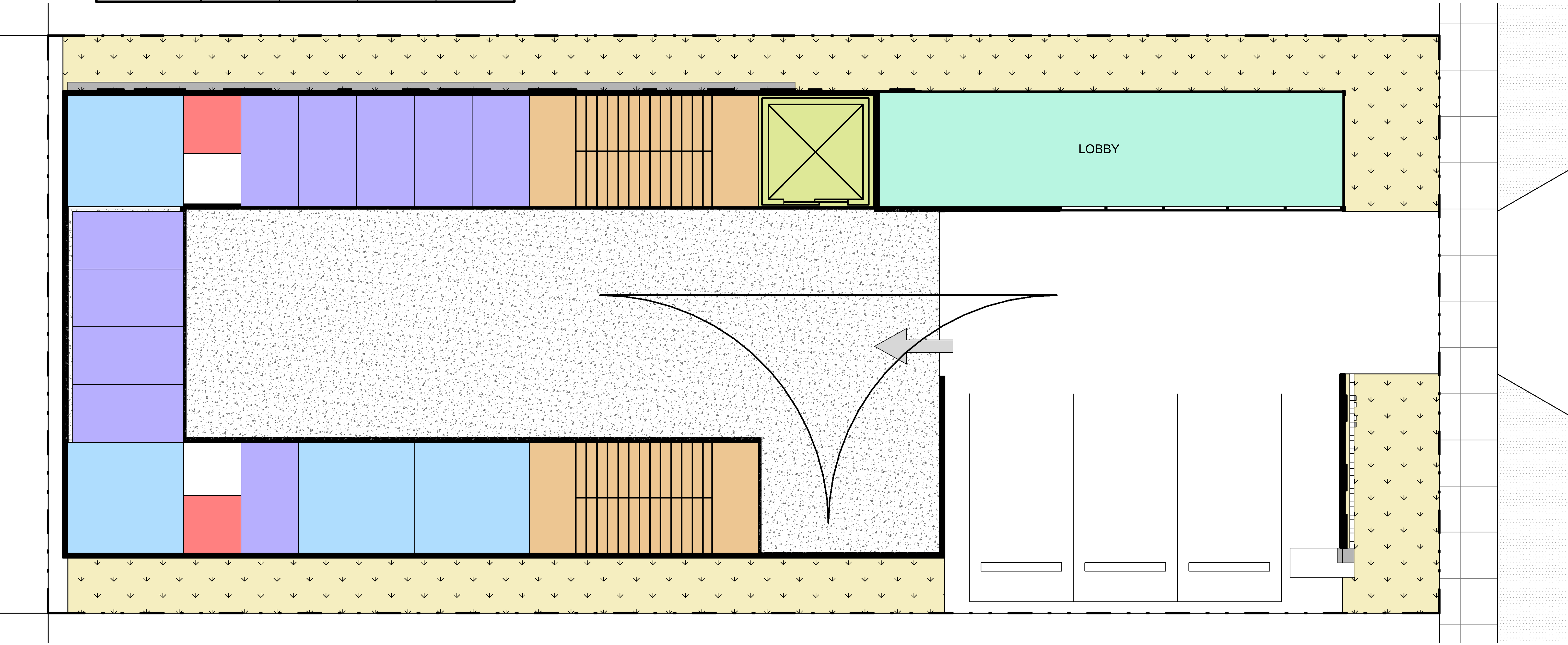
PROJECT:	Urban Mini Storage	APPLICANT:	Barsan Corporation
ADDRESS:	1200 S Broadway Green Bay WI, 54304	CONTRACTOR:	Barsan Construction LLC
PARCEL:	1-855	BUILDING FOOTPRINT:	4,800 SF
LOT GROSS SIZE:	7,661 SF	GROSS BUILDING SIZE:	14,400 SF

KEY

Green:	Property Line	Yellow:	Garage Entry
Red:	Building Perimeter	Purple:	Enclosed Outdoor HVAC or Trash
Orange:	Lot Dimensions		

UNIT MATRIX

Unit Size	Floor 1	Floor 2	Floor 3	Total
5 x 5	2	18	18	38
5 x 10	10	21	21	52
10 x 10	4	11	11	26
	16	50	50	116 UNITS



Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

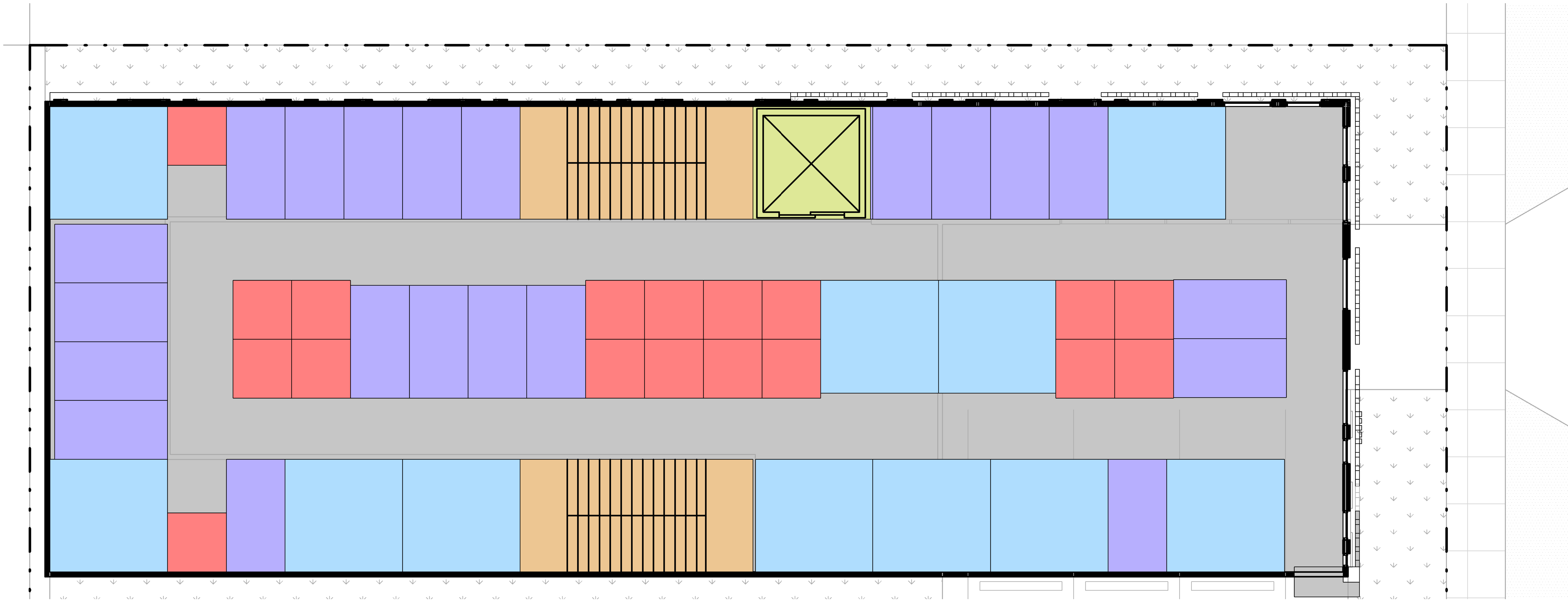
1116 S Broadway

FIRST FLOOR PLAN
SCALE: As indicated

Engberg Anderson Project No. 00000.00

UNIT MATRIX

Unit Size	Floor 1	Floor 2	Floor 3	Total
5 x 5	2	18	18	38
5 x 10	10	21	21	52
10 x 10	4	11	11	26
	16	50	50	116 UNITS



Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

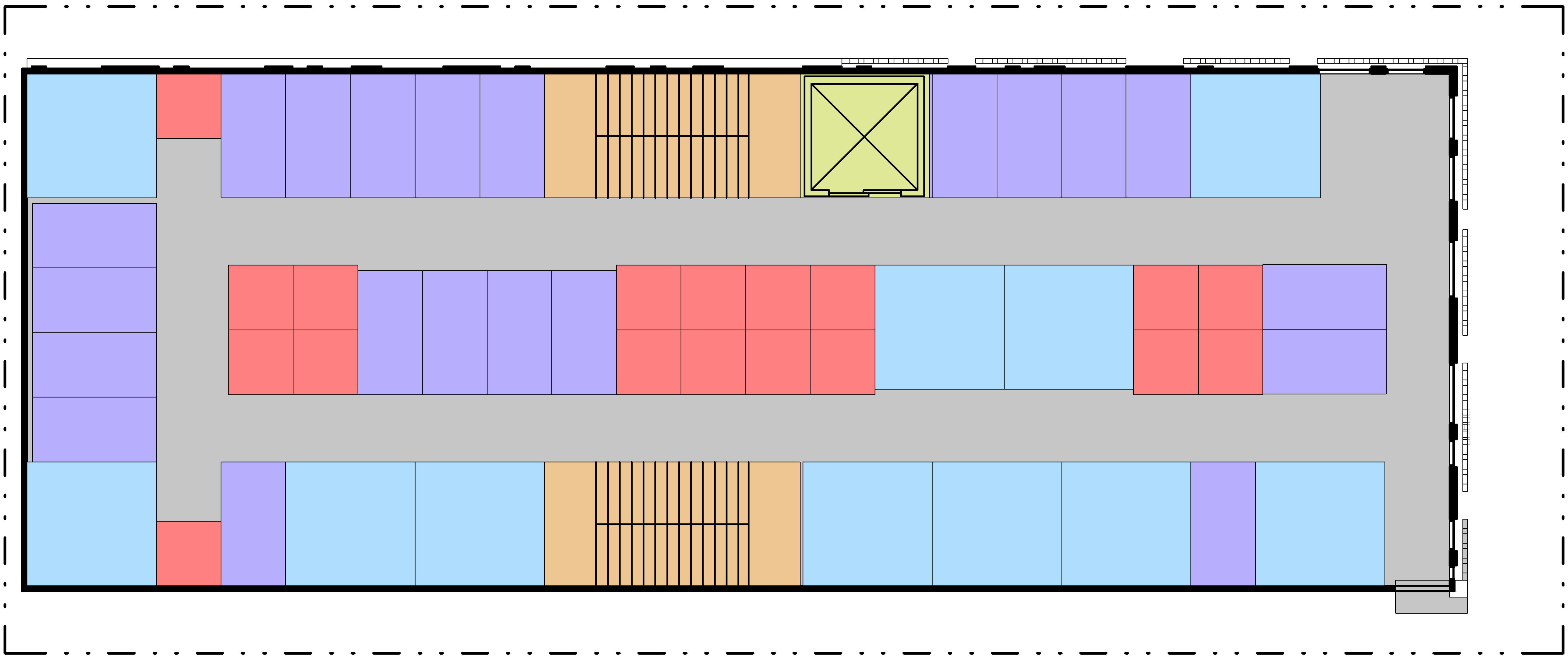
1116 S Broadway

SECOND FLOOR PLAN
SCALE: As indicated

Engberg Anderson Project No. 00000.00

UNIT MATRIX

Unit Size	Floor 1	Floor 2	Floor 3	Total
5 x 5	2	18	18	38
5 x 10	10	21	21	52
10 x 10	4	11	11	26
	16	50	50	116 UNITS

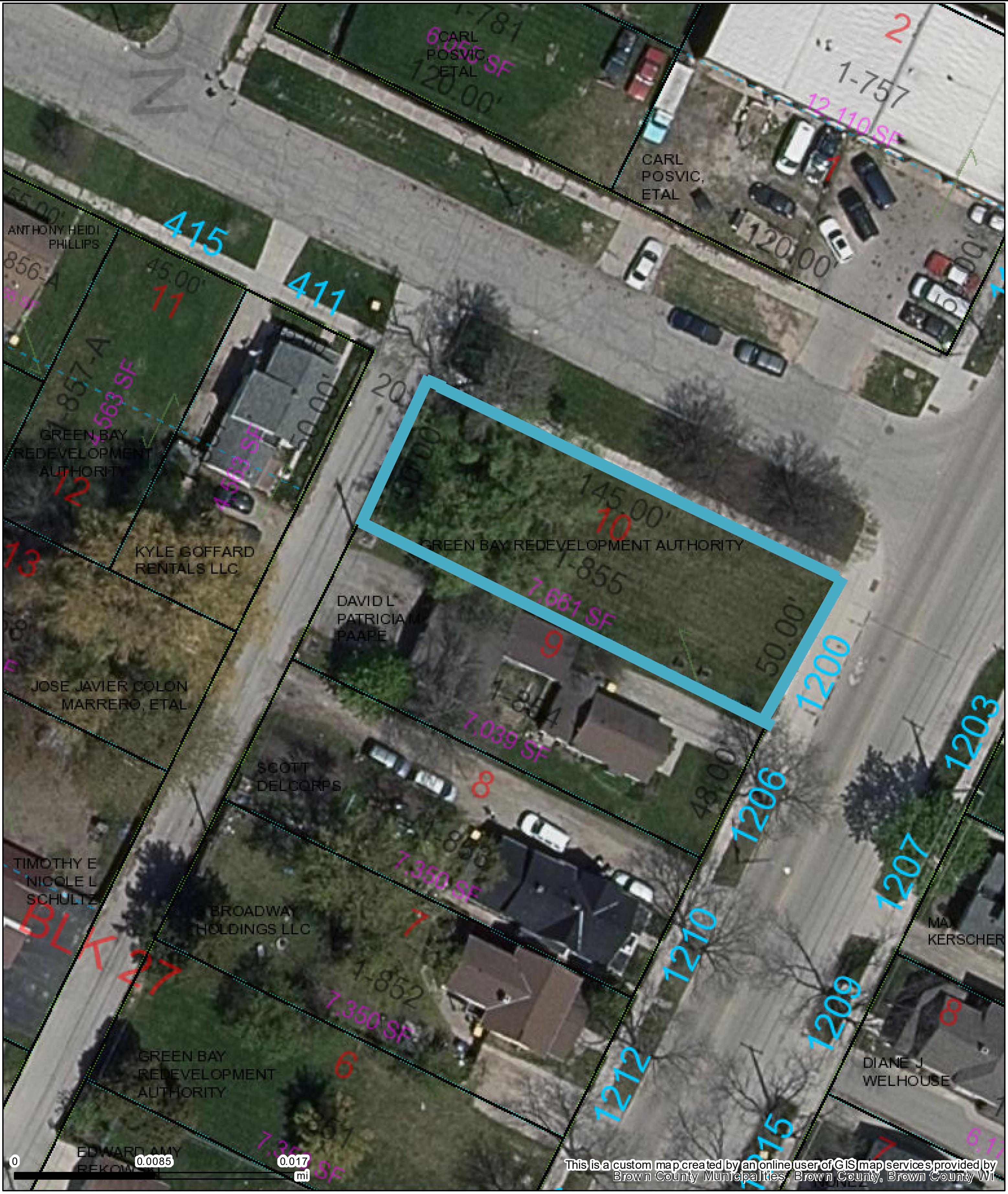


Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

1116 S Broadway

THIRD FLOOR PLAN
SCALE: As indicated

Engberg Anderson Project No. 00000.00



Part of Brown County WI

Map printed on 3/31/2023

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

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

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
April 11, 2023	Will Peters

AGENDA ITEM # E.2

Consideration with possible action to amend MF Housing Partner's TIDAH award of $400,000.00 from a loan to a grant.

BACKGROUND

At the Redevelopment Authority (RDA) meeting on November 18, 2021, the RDA awarded MF Housing Partners $400,000.00 of TIDAH funds as a low interest loan. Staff from the Community and Economic Development Department and the Finance Department met to review loan terms. Part of the staff's review included assessing how the TIDAH funds have been awarded and disbursed to date. All projects to date have been awarded as grant funding. MF Partners originally requested a grant of TIDAH funds as well. They are also receiving ARPA funding as a loan and HOME funding as a grant. In an effort to remain consistent and equitable with the awarding of TIDAH funds, staff recommends awarding MF Housing Partners the TIDAH funds as a grant.

RECOMMENDATION

To amend MF Housing Partner's TIDAH award of $400,000.00 from a loan to a grant.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
April 11, 2023	Matt Buchanan, Staff

AGENDA ITEM # E.3

Consideration with possible action to approve a one-year planning option extension to On Broadway, Inc. for RDA-owned parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.

BACKGROUND

In January 2022, the Redevelopment Authority (RDA) approved a one-year planning option to On Broadway, Inc. (OBI) for RDA-owned Parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160. These parcels are located at the 100 and 200 Blocks of North Chestnut Street, and make up portions of City Parking Lot F. OBI requested the planning option to work with partnering developers to evaluate the feasibility of a mixed-use development on the site that may include options for housing and a parking structure. The redevelopment would compliment and support OBI's public market project, which is planned on the adjacent property at 211 N. Broadway. The planning option between RDA and OBI has expired and OBI has requested a one-year extension to finalize their evaluation for redevelopment and work with partnering developers on a formal proposal.

RECOMMENDATION

To approve a one-year planning option extension to On Broadway, Inc. for parcels 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, and 4-160.

FISCAL IMPACT

No immediate fiscal impact. Any transfer of these properties would need to be evaluated for fiscal impact prior to transfer of ownership.

ATTACHMENTS

1. OBI RDA Planning Option Chestnut Ave
2. DRAFT OBI-RDA Planning Option Extension
3. Parcel Map - OBI Lot F Planning Option Request

PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INC.
FOR PARCELS 4-91, 4-91A, 4-79, 4-77,4-78, 4-161, 4-160

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and On Broadway, Inc. (hereinafter called "DEVELOPER") on January 27, 2022;

WHEREAS, the Properties at 201 N. Chestnut Ave., 204 N. Chestnut Ave., 158 N. Chestnut Ave., 154 N. Chestnut Ave., 152 N. Chestnut Ave., and 148 N. Chestnut Ave., legally described in Exhibit "A" (hereinafter called the "RDA Site"), were acquired by the RDA for the purpose of blight mitigation and for inducing private enterprise to construct new development, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER is planning for the redevelopment of the Old Fort Square site and is requesting permission to plan for the redevelopment of adjacent properties (hereinafter the "Project") on the RDA Site; and

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

EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the RDA the sum of $500 (Five hundred dollars and 00/ I 00 cents) for the granting of planning rights as set forth herein and effective as of the date first written above to February 1, 2023. The sum tendered to the RDA shall be deposited into an RDA bank account. DEVELOPER may request a reasonable extension of this planning option prior to its expiration. However, any extension must be reviewed by the RDA, and approved at their sole discretion.

DUE DILIGENCE. The RDA, during the period of the Agreement, or any extension thereof, shall provide that the RDA Site shall not be conveyed to any other legal entity. The RDA agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.

DEVELOPMENT AGREEMENT. That in the event the RDA and the DEVELOPER enter into a development agreement for the site, all fees paid to the RDA by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER.

OBLIGATIONS. That the RDA shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner. DEVELOPER shall commence inspections of the RDA Site as DEVELOPER deems necessary and shall perform its due diligence in order to confirm the feasibility of the RDA Site for DEVELOPER's intended use.

OWNERSHIP. That throughout the period of the planning option, the RDA shall maintain complete ownership of the property.

CURRENT USE. The RDA and DEVELOPER hereby acknowledge the certain portions of the RDA Site are currently used for parking purposes. RDA shall retain the right to continue said use of the RDA Site throughout the period of the planning option and or during any extensions thereof.

MISCELLANEOUS PROVISIONS.

A. DEVELOPER agrees not to discriminate on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

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

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

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

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

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

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

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

I. ENVIRONMENTAL ASSESSMENT. The RDA and City of Green Bay will disclose to DEVELOPER any reports, analysis, studies, or other documents that would identify any known contaminants on the premises. Under the supervision, direction and approval of the City, the DEVELOPER may inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises.

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

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

To Developer:

Brian H. Johnson, Executive Director
On Broadway, Inc.
340 N Broadway, Ste 165
Green Bay, WI 54303
Main: (920) 437-2531
Email: brian@onbroadway.org

To RDA:

Neil Stechschulte, Development Director
Community & Economic Development Department
City of Green Bay, Wisconsin, USA
100 N. Jefferson St.
Green Bay, WI 54301
Phone: (920) 448-3395
Email: neil.stechschulte@greenbaywi.gov

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.

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

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

Redevelopment Authority of the City of Green Bay

____ ________________________

Neil Stechschulte, Secretary Date

On Broadway, Inc.

____ ________________________

Brian Johnson, Executive Director Date

EXHIBIT A – Legal Description by Parcel

Parcel 4-91 - 6,307 SQ FT
DOUSMANS ADDN ALL OF LOTS 94,95,96 & 97 EX 955 R 431 & EX N 31 FT OF LOT 94 & ALSO PRT VAC ST ADJ ELY DESC IN 1773129 & THAT PRT OF W1/2 OF VAC RD ADJ & DESC IN 1501269

Parcel 4-91A - 13,288 SQ FT
DOUSMANS ADDITION SLY 80 FT OF LOTS 95-96 & 97 & THAT PRT OF W1/2 VAC RD ADJ & DESC IN 1501269

Parcel 4-79 - 12,364 SQ FT
DOUSMANS ADD LOTS 67 & 68 EXC THE NORTHERLY 44 FT & N1/2 OF VAC RD ADJ DESC IN 1501268 & THAT PRT OF E1/2 OF VAC RD ADJ & DESC IN 1501269

Parcel 4-77 - 7,537 SQ FT
DOUSMANS ADDN N 1/2 OF LOTS 65 & 66 EX THE WLY 18 FT THEREOF & S1/2 OF VAC RD DESC IN 1501268

Parcel 4-78 - 5,169 SQ FT
DOUSMANS ADD S 1/2 OF LOTS 65 & 66 EX THE WLY 18 FT THEREOF

Parcel 4-161 - 4,684 SQ FT
DESNOYERS ADD LOT 15 BLK C EX WLY 18 FT

Parcel 4-160 - 4,648 SQ FT
DESNOYERS ADD LOT 14 BLK C EX WLY 18 FT & EX PRT DES IN J 5276-12

AMENDMENT TO PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INCORPORATED
FOR PARCELS 4-91, 4-91A, 4-79, 4-77, 4-78, 4-161, 4-160

THIS AGREEMENT AMENDMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and On Broadway, Inc. (hereinafter called "DEVELOPER") on April 3, 2023;

WHEREAS, the parties entered into an Agreement ("Original Agreement") dated January 27, 2022

WHEREAS, in compliance with terms of Part I Execution of Agreement of the Original Agreement, DEVELOPER has requested a Three-hundred, Sixty-five (365) day extension to the Original Agreement and the parties wish to now amend that Original Agreement; and

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

1. Part I of the Original Agreement regarding the Execution of Agreement, and specifically the completion date of the Original Agreement, is amended to the 1st day of February 2024 from the 1st of February, 2023.

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

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

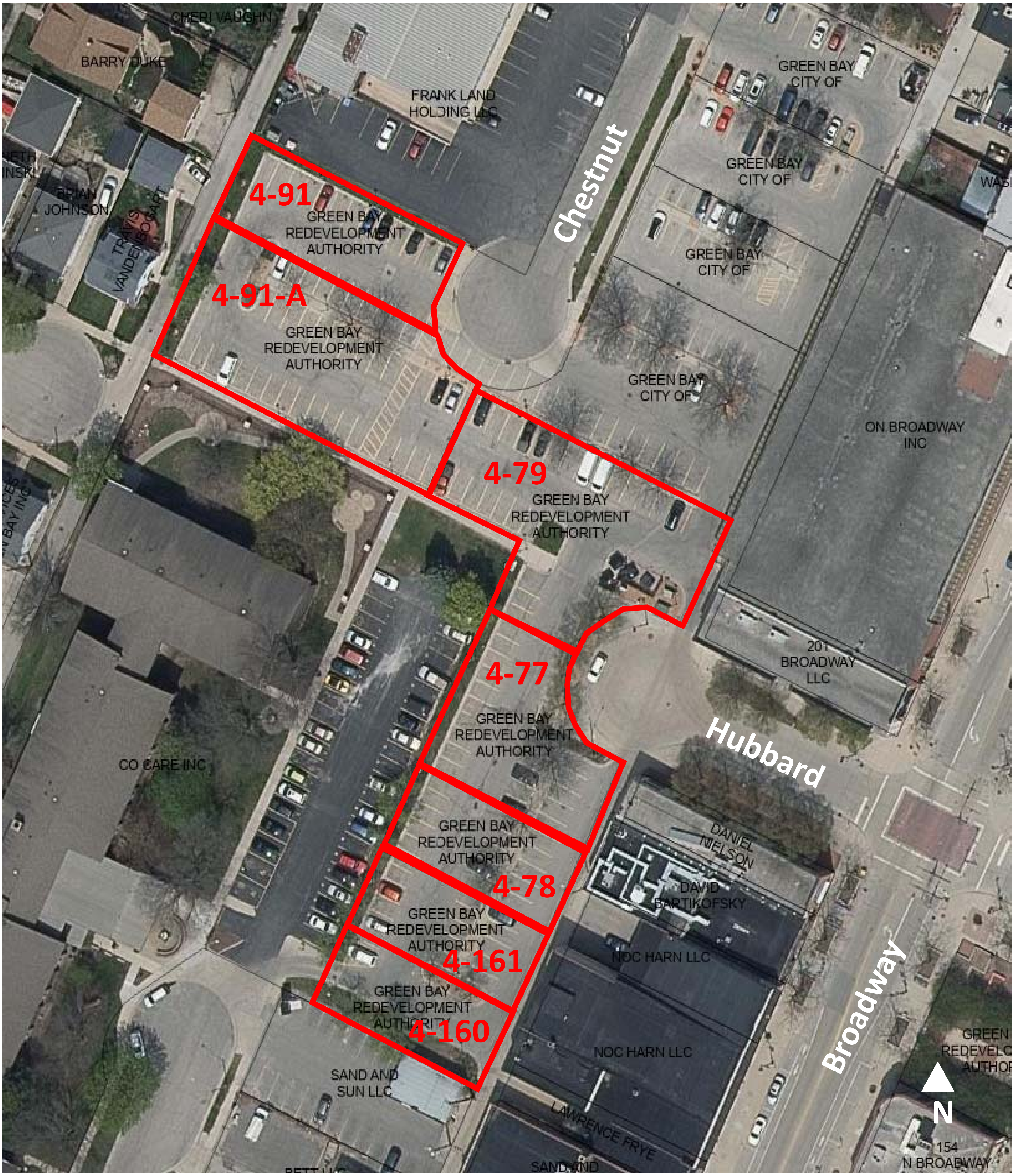
______________________________ ______________
Neil Stechschulte, Secretary Date

On Broadway, Inc.

______________________________ ______________
Brian Johnson, Executive Director Date

THIS INSTRUMENT WAS DRAFTED BY
Matt Buchanan
Redevelopment Authority of the City of Green Bay

Parcel Map
OBI Planning Option Request – LOT F



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
April 11, 2023	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve demolition of 1035 Vanderbraak Street (parcel 20-350) for the purpose of redeveloping the site for affordable housing through an RFP process.

BACKGROUND

The RDA purchased 1035 Vanderbraak Street with the hopes of converting the commercial space into a community center. Staff spent many hours working with non-profit partners and building contractors to determine the feasibility of creating this community space. Unfortunately, the cost to renovate the space would be significantly over a million dollars to bring it into code compliance and make it function as a center. Based on this information, staff decided to take the fall-back option of demolishing the building and sending out an RFP for the land to be used as a development for higher density affordable housing. A potential use plan is included with this report.

RECOMMENDATION

To approve the demolition of 1035 VanderBraak Street not to exceed $70,000 and RFP the site for future affordable housing development.

FISCAL IMPACT

The demolition costs would be paid for from TID 21.

ATTACHMENTS

1. Est_20232575_from_B.E.S.T._Enterprises_LLC._14056
2. 1035 Vanderbraak plan

Proposal

Date	Proposal No.
1/18/2023	2023-2575

B.E.S.T. Enterprises, LLC.
3230 Eiler Rd
De Pere, WI 54115
Phone 920-983-9787 Fax 920-983-9788

City of Green Bay Purchasing
Attn: Accounts Payable
100 North Jefferson St., Room 101
Green Bay, WI 54301

Contact Name	Phone Number
Bill Paape	920-448-3315
Job Name / Location	**Fax Number**
1035 Vanderbraak St.	920-448-3426

Description	Qty	Cost	Line Total
All labor, material and equipment necessary to completely and satisfactorily perform Demolition of 1035 Vanderbraak St.		54,550.00	54,550.00
- Includes heating and cooling units to be decommissioned before demolition			
- Includes removal of all asphalt parking			
- Includes topsoil and seeding over parking and building site			
-Removal and Disposal of Restricted Waste Identified in Report (Universal Waste such as Bulbs, Paint, Ballasts, Etc.)			
-Removal and Disposal of Lead Paint areas identified in Report.			
-Disposal of remaining contents included (items left behind are to be contractor value)			
Additional Asbestos Inspection and Testing to make the Renovation Inspection converted to Full Demolition Inspection by NorthStar #220-1371 and 10 working day notification to DNR and fee.		620.00	620.00
Abatement -Environet, Inc - Properly remove and dispose of asbestos containing materials listed below:		12,795.00	12,795.00

Acceptance of Proposal. I accept and authorized you to do work as specified at the rate(s) listed above. I have also read and agree to the General Terms & Conditions for Service document.

Customer Signature: ____________________________________ Date: ____________

B.E.S.T. Enterprises, LLC: ______________________________ Date: _____________

Subtotal	
Sales Tax (0.00)	
Proposed Total	

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SERVICE PROVIDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED SERVICE PROVIDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SERVICE PROVIDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

B.E.S.T. Enterprises, LLC. 3230 Eiler Rd De Pere, WI 54115 Phone 920-983-9787 Fax 920-983-9788	**Proposal**

Date	Proposal No.
1/18/2023	2023-2575

City of Green Bay Purchasing
Attn: Accounts Payable
100 North Jefferson St., Room 101
Green Bay, WI 54301

Contact Name	Phone Number
Bill Paape	920-448-3315
Job Name / Location	**Fax Number**
1035 Vanderbraak St.	920-448-3426

Description	Qty	Cost	Line Total
Approx. 336 SF duct wrap insulation west and east dining rooms. Approx. 50 SF ceramic baseboard glue on concrete block in west restrooms. 5 windows with glaze or 5 SF men's restroom east and office. (does not include boarding up openings) Approx 168 SF transite panels electrical closet. 1 fire door boiler room. 5 SF electrical panel. (we will check and dispose as needed if power is off to building) Remove and dispose of asbestos floor tile only. (mastics were tested negative however this allows recycle of concrete instead of having to landfill all the concrete) Approx 5,176 SF throughout. CAT I NON FRIABLE will go with regular demolition and be manifested - Brown panel glue on wood throughout west dining hall.			
Pest Control - Not In Place at time of Quote		500.00	500.00
Permit for Demolition & Erosion - (Invoiced On Actual)		310.00	310.00

Acceptance of Proposal. I accept and authorized you to do work as specified at the rate(s) listed above. I have also read and agree to the General Terms & Conditions for Service document.

Customer Signature: ____________________________________ Date: ____________

B.E.S.T. Enterprises, LLC: ______________________________ Date: _____________

Subtotal	$68,775.00
Sales Tax (0.00)	$0.00
Proposed Total	**$68,775.00**

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SERVICE PROVIDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED SERVICE PROVIDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SERVICE PROVIDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

1035 Vanderbraak St

Parcels 20-350 and 20-349
0.95 Acres
Office-Residential Zoning (Apr. 2023)

MEETING DATE	PREPARED BY
April 11, 2023	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.5

Consideration with possible action to approve the CDBG Property Acquisition Policies and Procedures document.

BACKGROUND

The US Dept. of Housing and Urban Development (HUD) conducted a remote monitoring of CDBG programs in March of this year. As a result of this review, it was determined that we did not have written policies and procedures for property acquisition when purchasing properties with CDBG funding. Included for your review is the Property Acquisition Policy and Procedures document staff will use when purchasing properties with CDBG/Federal funding.

RECOMMENDATION

To approve the CDBG Property Acquisition Policies and Procedures document.

FISCAL IMPACT

ATTACHMENTS

1. CDBG Property Acquisition Policies Procedures

CDBG PROPERTY ACQUISITION POLICIES & PROCEDURES

April 11, 2023

Table of Contents

Page

Introduction

Chapter 10: Acquisition & Relocation provides a review of the policies, regulations and laws applicable to property acquisition undertaken as part of a Community Development Block Grant (CDBG) project. The use of real property (land and buildings) is governed by 24 CFR 570.505. The use of personal property (equipment and property other than real property) is governed by 24 CFR 85.32.

The Grantee must obtain all land, rights-of-ways and easements necessary for carrying out the project prior to bidding the project. The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) are applicable to the purchase of real property and permanent easements for CDBG assisted projects, even if local funds are used for the acquisition. Please see HUD Handbook 1378: Tenant Assistance Relocation and Real Property Acquisition.

CDBG funds may be used to pay for the cost of property identification, appraisals, legal fees, recording fees, and other costs necessary for the acquisition of real property. Real property is defined as land, including any improvements to and structures located on the land, excluding any movable equipment.

Property Management & Disposition

Federal requirements concerning property are organized according to ownership, use, and disposition. The Grantee's property management system must provide for accurate records, the conduct of regular inventory, adequate control and proper sales procedures.

1. Property can only be acquired with CDBG funds for a specific and approved purpose.

2. The use of the property must continue for the approved purpose, generally for as long as needed, and for a *minimum* of five years following the date of the project closeout.

3. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the Grantee cannot change the use or planned use of the property, including the beneficiaries of such use, without providing affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

    - The use of new property meets a national objective and is not a building for the general conduct of government; or

    - The contemplated new use is deemed appropriate, after consultation with affected citizens, but will not meet a national objective. In this case, the Grantee must reimburse the CDBG program for the amount of the current fair market value of the property, less the value attributable to any non-CDBG portion of the acquisition or improvements.

4. The Grantee must control the use of the property in accordance with its intended purpose and take adequate steps to prevent damage or loss.

5. In all cases, the net proceeds from the sale of property acquired with CDBG funding are considered program income and must be reported to the West Virginia Development Office (WVDO).

Acquisition as a National Objective

Acquisition may qualify under each of HUD's three national objectives – benefit to low and moderate income individuals (LMI), slum and blight, or urgent need. The national objective is based upon the actual end use of the property, as follows:

Benefit to Low and Moderate Income (LMI)

- Area Benefit Category: If the real property acquired will be used for an activity that benefits the residents of a primarily residential area and at least 51 percent of those residents are of low and moderate income.

- Limited Clientele Category: If the real property acquired will be used for an activity that benefits a specific group of people, at least 51 percent of whom are LMI persons.

- Housing: If the property will be used for to develop housing to be occupied for LMI individuals.

- Jobs: If the economic development project will create or retain permanent jobs and at least 51 percent of those jobs will benefit LMI individuals.

Slum and Blight

- Slum and Blighted Area: If the property is in an area designated by the state as a slum or blighted area, and the property will be used to address on or more of the conditions which contributed to the deterioration of the area. Specific details are outlined in 24 CFR 570.483(b)(4)(D).

- Spot Basis: If the property is located outside a designated slum or blighted area and the acquisition is required for clearance which will eliminate specific conditions of blight or physical decay on a spot basis.

Urgent Need

- Acquisition may qualify under the Urgent Need national objective if the acquisition is part of an activity designed to alleviate existing conditions that pose a serious and immediate threat to health and welfare, and are of recent origin and for which no other source of funds exists. Note that the threshold for this category is difficult to achieve and is not widely used.

Uniform Relocation and Real Property Acquisition Policies Act (URA)

The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) are applicable to the purchase of real property and all permanent easements. Review the following documents for additional information:

- HUD Handbook 1378: Tenant Assistance Relocation and Real Property Acquisition
- When a Public Agency Acquires Your Property

If CDBG assistance is used in any part of the project, the URA will govern the acquisition of real property for the activity, and any resulting displacement, even if local funds were used to pay the acquisition costs.

Timing of Acquisition

The timing of an acquisition can also make it subject to the URA. Acquisition that takes place on or after the date of submission of a CDBG application to fund an activity on that property is subject to the URA, unless the Grantee shows that the acquisition was unrelated to the proposed activity. Also, an acquisition that took place before the date of submission of the application can be subject to the URA if the acquisition is intended to support a subsequent CDBG activity.

Objectives of the URA

The URA applies to all federally assisted activities that involve the acquisition of real property or the displacement of persons, including displacement caused by rehabilitation and demolition activities. There are two main objectives of the URA:

- To ensure owners of real property to be acquired for CDBG projects are treated fairly and consistently, encourage and expedite acquisition by agreements with such owners, and minimize litigation; and
- To ensure that persons displaced from their homes or places of business as a direct result of CDBG projects are treated consistently and equitably so they do not suffer disproportionate injury as the result of a project designed for the benefit of the public as a whole.

Applicability of the URA

The URA covers the attainment of real property for a federally assisted program or project. This includes permanent interests, as well as permanent easements necessary for the project.

Under the URA, all persons (defined as any individual, family, partnership, corporation, or association) displaced (moved from real property or moved personal property from the real property) as a direct result of acquisition, rehabilitation or demolition for a CDBG-assisted project are entitled to relocation payments and other assistance under the URA. CDBG Grantees have the responsibility to minimize displacement that results from CDBG funded projects.

Note that private persons, corporations or businesses that acquire property or displace persons for a CDBG assisted project are subject to the URA. For example, if CDBG funds are used for infrastructure at an economic development site, the acquisition of land may be subject to the URA even when purchased by a private entity.

Leases Subject to the URA

Leases of more than 15 years in duration are also subject to the URA. Leases may be reviewed for duration, cost, and compliance with the URA to determine whether the lease is reasonable when compared to acquisition.

Relocation Assistance Provisions

Relocation assistance provisions are applicable to tenants that must move as a result of an acquisition, such tenants are considered displaced persons. However, acquisition provisions do not apply to:

1. Acquisitions by an entity that has the power of eminent domain and meets all of the following conditions:

- No specific site or property needs to be acquired and several properties could be acquired for project purposes, although the Grantee may limit its search for alternative sites to a general geographic area (not to be construed to be a small, limited area).

- The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

- The Grantee will not acquire the property through eminent domain because negotiations fail to result in an amicable agreement, and the owner is so informed in writing.

- The Grantee will inform the owner in writing of what it believes to be the market value of the property.

- If tenants are displaced, the tenants are provided relocation assistance. Documents verifying the Grantee will not use eminent domain and fair market value of the property are copied to the project file. Handbook 1378; Appendix 31.

2. Programs or projects undertaken by a Grantee or person that does not have the authority to acquire property by eminent domain, provided that such Grantee or person shall:

- Prior to making an offer for the property, clearly advise the owner that it is unable to acquire the property if negotiations fail to result in an agreement; and

- Inform the owner in writing of what it believes to be the market value of the property. Appraisals are not required but Grantees must have some reasonable basis for their determination of market value.

- If tenants are displaced, the tenants are provided relocation assistance.

3. The acquisition of real property from a federal agency, state, or state agency, if the Grantee desiring to make the purchase does not have authority to acquire the property through condemnation.

Recommended Acquisition Procedures Under the URA

The Grantee, and attorney as appropriate, should determine property acquisition needs and identify the particular properties to be obtained in the earliest project planning stages. Acquisition of property, regardless of the type of interest acquired or funding source(s), apart from acquisition procedures and proper documentation could result in costly errors and delays.

The following steps are recommended to ensure compliance with the URA:

1. Review applicable laws and regulations
2. Determine properties to be acquired
3. Determine ownership of properties to be acquired
4. Establish a file for each property to be acquired
5. Notify owner of interest in acquiring the real property
6. Obtain appraisal(s) for each property or establish fair market value
7. Establish and offer just compensation
8. Complete acquisitions or pursue other options
9. Procedures for donations

1. Review Applicable Laws and Regulations

- Uniform Relocation and Real Property Acquisition Policies Act (URA) of 1970, as amended (42 USC 4601 et seq.).
- Title 49 of the Code of Federal Regulations Part 24, as amended, is the government- wide regulation that implements the URA.
- Section 104(d) of the Housing and Community Development Act provides minimum requirements for federally funded programs or projects when units of low-income housing are demolished or converted to other uses.

For additional information and HUD Handbook 1378, which provides policy and guidance on implementing the URA, see www.hud.gov/relocation.

2. Determine Properties to be Acquired

Land acquisition requirements may not be readily apparent; however, many public projects, such as water and sewer improvements or sidewalk construction may need to acquire small parcels, easements or rights-of-way.

Regardless of the timeline, property acquisition in a CDBG project must follow acquisition procedures. Proper planning is needed to avoid unnecessary delays.

3. Determine Ownership

Conduct a title search as the first step in determining ownership of properties to be acquired. In the case of public improvement activities, verify that the property to be improved is in the public domain as some rights-of-way are privately owned.

Common Deficiencies

- Undertaking public improvement projects without properly acquiring the necessary easements or rights-of-way.

4. Establish File for Each Acquired Property

The Grantee must establish and maintain a file for each property to be acquired and include copies of all acquisition documents. Files must be kept for at least three years after program closeout. The Acquisition File Checklist (**Attachment 10-2**) identifies the required documents.

Common Deficiencies

- Separate files not established
- Documentation incomplete
- Copies of documents not included in the project file

Supporting Materials

Acquisition File Checklist (**Attachment 10-2**)

5. Notify Owner of Interest

As soon as possible, the Grantee must notify the owner in writing of its interest in acquiring the real property and the basic protections provided to the owner by law. This general information notice (and any applicable HUD relocation notice) should be personally served or sent by certified or registered first-class mail with return receipt requested. If hand delivered, receipt should be signed and dated by the property owner. The notice should be on the Grantee's letterhead, and should contain a confirmation of receipt signature line. A copy of this notice must also be sent to any tenants in residence.

The notice should contain information about the Grantee's land acquisition policies, or the HUD brochure, "When a Public Agency Acquires Your Property." If the recipient does not read or understand English, the Grantee must provide translation and assistance. **Each notice must indicate the name and telephone number of a person who may be contacted for further information.**

Common Deficiencies

- Delay in notifying owners (and tenants) of the Grantee's interest.

- Absence of HUD informational brochure or written statement of land acquisition procedures.

- Copies of acquisition documents not included in the project file.

Supporting Materials

- Sample General Information Notices and Relocation Notices, see HUD Handbook 1378 at www.hud.gov/relocation

- General Information Brochure: [When a Public Agency Acquires Your Property]()

6. Obtain Appraisals or Establish Fair Market Value

Before the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c)(2) and noted below. The property owner or the owner's designee must be given the opportunity to accompany the appraiser during the appraiser's inspection of the property.

The appraiser should have no interest in the property or be related to or in business with anyone having an interest in the property to be acquired. The Grantee should adhere to adopted procurement procedures, request statements of qualifications from a number of appraisers, review those qualifications, and employ only professional and reputable appraisers.

The Grantee will then execute a professional services contract with an independent appraiser. The contract must specify the content requirements for the appraisal. Before the appraisal is undertaken, the Grantee or the appraiser selected must formally invite the property owner to accompany the appraiser during inspection of the property. This notice must be in writing and a copy placed in the property acquisition file.

Review Appraisal

A minimum of one appraisal is required; however, if the project is potentially controversial (as with an unwilling seller or a conflict of interest involving a public official) or where property values are high, it is recommended that two independent appraisals be conducted.

EXCEPTIONS: An appraisal is not required if:

- The owner is donating the property and releases the Grantee from its obligation to appraise the property or the Grantee determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is <u>estimated at $10,000 or less (up to $25,000 maximum if no Conflict of Interest is determined</u>), based on a review of available data.
- In the event the acquisition is **voluntary** (no threat of eminent domain), there is no requirement for an appraisal but **fair market value** does need to be established and the owner informed in writing by a reputable source.

- **When an appraisal is determined to be unnecessary, the Grantee must still establish fair market value and an amount believed to be just compensation to offer the property owner(s), and the offer must be made in writing.** This valuation of fair market value may be determined by a person with knowledge of the real estate market in the project area, such as a real estate broker, banker or other recognized authority.

- The valuation should be signed and dated and include a brief description of the property, the estimated value of the property, and a description of the reviewer's qualifications for making the determination. This document must be made part of the acquisition records. The cost of this review should be nominal and may also be provided free of charge.

Common Deficiencies

- Failure to use a competitive process to select the appraiser
- Failure to execute a professional service contract in compliance with CDBG regulations
- Failure to secure an independent appraisal
- Failure to invite property owner to accompany appraiser during property inspection
- Failure to review appraisals
- Failure to establish and maintain supporting documents
- Failure to notify owner in writing of fair market value and no threat of eminent domain in the case of voluntary acquisition

Supporting Materials

- Sample Appraisal Agreement, HUD Handbook 1378 - www.hud.gov/relocation
- Sample Invitation to Accompany an Appraiser (**Attachment 10-3**)
- Sample Review of Appraisal (**Attachment 10-4**)

7. Establish and Offer Just Compensation

Prior to initiating negotiations, the Grantee must establish an amount of just compensation for the real property. This amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. The Grantee must establish the amount believed to be just compensation and make a written offer to the owner to acquire the property for this amount.

Along with the initial written purchase offer, the owner shall be given a written Statement of the Basis for the Offer of Just Compensation. In addition to the amount of just compensation, the offer must specify the date on which negotiation for the sale of the property will begin, which may or may not be the same date as the written offer. As with all notices, its receipt must be documented. If the property is occupied, the Grantee must issue a general information notice to the tenants describing the Grantee's general relocation policies.

The written Statement of the Basis for Just Compensation must include:

- A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.
- A description and location identification of the real property and the interest in the real property to be acquired, such as fee simple, easement, etc.
- An identification of the buildings, structures, and other improvements (including removable building equipment and fixtures) which are included as part of the offer of just compensation. Where appropriate, the statement shall identify any other separately held ownership interest in the property, such as a tenant-owned improvement, and indicate that such interest is not covered by this offer.

If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the Grantee shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project. See 49 CFR 24.2(a)(27).

Basic Negotiation Procedures

The Grantee shall make all reasonable efforts to contact the owner or designee and discuss its offer to purchase the property, including the basis for the offer of just compensation and explain its acquisition policies and procedures, including its payment of incidental expenses (49 CFR 24.106).

The owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modifications in the proposed terms and conditions of the purchase.

Grantees must allow owners time for analysis, research and development, and compilation of a response, including perhaps getting an appraisal. The needed time can vary significantly, but 30 days is a reasonable basis. Regardless of project timeline, property owners must be provided with this opportunity. The Grantee shall consider the owner's presentation. Documentation of negotiation proceedings should be placed in the project acquisition file.

Common Deficiencies

- Failure to notify owners on a return receipt requested basis or to secure documentation of receipt if hand-delivered
- Inadequate documentation

Supporting Materials

- Sample Statement of the Basis for the Offer of Just Compensation (**Attachment 10-5**)
- Sample Written Offer to Purchase (**Attachment 10-6**)

8. Complete Acquisition or Pursue Other Options

Depending upon whether the Grantee and the property owner can reach an agreement on an acquisition price, the Grantee will prepare a sales contract and complete the acquisition process, initiate condemnation proceedings, or decide not to acquire the property.

Complete the Acquisition Process

Following successful negotiations, a contract of sale must be prepared and executed and transfer documents secured. The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the Grantee approves such administrative settlement as being reasonable, prudent, and in the public interest. When CDBG funds pay for or participate in acquisition costs, a written justification shall be prepared to supports such a settlement.

The Grantee must pay the agreed purchase price to the owner before the owner surrenders possession of the real property. The Grantee must also reimburse the owner for recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property and similar expenses incidental to conveying the real property to the Grantee. However, the Grantee is not required to pay costs solely required to perfect the owner's title to the real property, penalty cost or other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering real property, and the pro rata portion of any prepaid real property taxes which are allocable to the period after the Grantee obtains title to the property or effective possession of it whichever is earlier.

The Grantee must provide the owner with a Statement of Settlement Costs that identifies all settlement costs regardless of whether they are paid at, before, or after closing, and must clearly separate charges paid by the owner at the conclusion of the settlement. The Statement of Settlement Costs must be dated and certified as true and correct by the closing attorney or other person handling the transaction. A receipt for purchase price must be secured by the Grantee. Whenever feasible these costs should be paid directly by the Grantee rather than as a reimbursement to the owner.

Condemnation Proceedings

Condemnation is the legal process by which a fee simple title to property is acquired through the process of eminent domain. The initial steps involved in condemnation are the same as those in purchases except instead of arriving at a voluntary purchase, the entity must acquire the property by filing condemnation against the property owner because a mutually agreed upon price cannot be determined.

The following steps are required to acquire property through eminent domain:

1. Formally terminate negotiations in writing.
2. File condemnation suit with appropriate court in accordance with state law.
3. Deposit, as directed by the court, the amount of court-determined just compensation in an escrow account.
4. Proceed with payment to the property owner in accordance with court instruction.

Decide Not To Acquire

If the Grantee decides not to acquire the property at any time after informing the property owner of its interest, it must notify the owner and all tenants in residence in writing of its intention not to acquire the property. Any person moving from the property thereafter will not be eligible for relocation payments and assistance. This notice should be sent within 10 days of the Grantee's determination not to acquire.

Common Deficiencies

- Failure to provide a written statement of settlement costs
- Failure to provide a written Notice of Intent Not to Acquire
- Failure to provide copies of documents in the project file
- Supporting Materials
- Sample Notice of Intent Not to Acquire (**Attachment 10-7**)

9. Procedures for Donation

The procedures for donations differ slightly from the normal acquisition process. If a property is to be donated, the Grantee should send a General Information Notice and secure an appraisal or waiver thereof. The Grantee must then prepare a Statement of the Basis for the Offer of Just Compensation (**Attachment 10-5**).

If donations are being made by the elderly, poor, functionally illiterate or non-English speaking persons, the Grantee should take additional steps to document the efforts made to ensure the owner-occupants understood their rights in order to demonstrate the owner was not persuaded or coerced into the decision.

An owner whose real property is being acquired may, after being informed by the Grantee of the right to receive just compensation for such property, may donate such property or any part thereof, any interest therein, or any compensation paid therefore, to the Grantee as such owner shall determine.

The Grantee is responsible for ensuring that an appraisal of the real property is obtained unless the owner releases the Grantee from such obligation, except as provided in 49 CFR 24.102(c)(2). The purpose of the appraisal waiver provision is to provide a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions. However, the Grantee must have a reasonable basis for the “waiver valuation” and the Grantee must still establish an amount believed to be just compensation to offer the property owner.

Common Deficiencies

- Failure to secure Appraisal Waiver for donation
- Failure to prepare Waiver Valuation
- Failure to identify tenant-occupied property and properly notify tenants of their benefits
- Failure to provide copies of documents in the project file

Supporting Materials

- HUD Handbook 1378
- www.tinyurl.com/hudhb1378
- www.fhwa.dot.gov/real_estate/uniform_act/

10. Voluntary Acquisitions

A. Voluntary vs. Involuntary Acquisition. 49 CFR Subpart B sets forth the real property acquisition requirements for Federal and federally-assisted programs and projects under the URA. Generally, the URA regulations have different requirements for acquisitions of a voluntary nature and for acquisitions under threat or use of eminent domain (condemnation). There are voluntary and involuntary acquisitions.

1. Voluntary acquisitions (transactions with no threat or use of eminent domain meeting the criteria set forth in 49 CFR 24.101(b)(1) through (5)); and

2. Involuntary acquisitions (acquisitions subject to threat or use of eminent domain). Under the URA, voluntary acquisitions which satisfy the requirements of 49 CFR 24.101(b)(1)-(5) are not subject to the acquisition requirements of 49 CFR Part 24 Subpart B. A common misconception is that a “willing seller” or “amicable agreement” means a transaction is “voluntary.” This is not necessarily true under the URA and the applicable requirements of 49 CFR 24.101(b)(1)-(5) must be satisfied for a transaction to be considered a “voluntary acquisition” for purposes of the URA.

B. Understanding the difference. Recipients must understand the critical differences between “voluntary” acquisitions and “involuntary” acquisitions prior to acquiring real property for a HUD funded project. If you are uncertain or have questions how your proposed acquisition should be treated under the URA regulations, contact your local HUD Regional Relocation Specialist for assistance.

C. Persons Acting on Behalf of Agency. In cases where persons (e.g., private developer, agent, non-profit organization, etc.) pursue the acquisition of real property “officially or unofficially” on behalf of an agency for a federally- funded project, such persons must satisfy the applicable voluntary acquisition requirements of 24.101(b)(1)-(5). In the event the person is acting on behalf of an agency with eminent domain authority, all applicable requirements of 24.101(b)(1) must be satisfied. In no case is it permissible for an agency to subsequently undertake the acquisition under threat or use of its eminent domain authority in the event initial negotiations for a voluntary acquisition fail. If the agency cannot ensure the applicable requirements of 24.101(b)(1)(5) will be satisfied, then such acquisitions must not be pursued as a “voluntary acquisition” and must instead be pursued as an involuntary acquisition under the full requirements of 49 CFR 24 Subpart B.

D. Non-Profit Organizations (NPOs). The acquisition activities of NPOs are subject to Uniform Act coverage if such activities are for a Federal or federally-assisted program or project. Pertinent considerations in determining whether an acquisition is “for” a program or project include (but are not limited to) (1) when HUD assistance was requested and (2) whether the acquisition is integrally related to the program or project.

1. An NPO usually does not have recourse to the power of eminent domain. Under such circumstances, the obligation imposed by the Uniform Act would be

limited. The NPO would ordinarily comply with 49 CFR 24.101(b)(2) in the acquisition of property and 49 CFR 24.2(a)(9)(ii)(H) in providing relocation assistance. See also paragraph 5-3A.

2. The requirements for acquisition under Section 24.101(b)(2) are: (1) The owner must be advised that the property will not be acquired in the event negotiations fail to result in an amicable agreement, and (2) the owner must be advised, in writing, of what is believed to be the market value of the property. The regulations do not require that relocation assistance be offered to an owner-occupant. However, any resulting displacement of a tenant is subject to the regulations in 49 CFR Part 24.

E. Property Owner Notification. Based on requests from recipients, sample letters which may serve to provide required information to property owners in voluntary acquisitions under 24.101(b)(1) & (b)(2) are included as Appendices 31 & 32. These sample letters are not required to be used, however, they are useful guides to help recipients satisfy the regulatory requirements of this section. See also paragraph 5-4A.

F. Tenant Notification. If a voluntary acquisition of tenant-occupied property will result in the displacement of the tenant-occupants, they will generally be eligible for relocation assistance. Upon issuance of a voluntary acquisition informational notice (see Appendix 31 & 32) and entering into negotiations for the property, tenant-occupants must be fully informed in writing of their potential eligibility for relocation assistance. The preliminary tenant notification may be accomplished through a General Information Notice (GIN) (see Appendices 3 & 3a). Such tenant-occupants must also be promptly informed in writing of their eligibility for relocation assistance, if negotiations are successful and result in a written agreement binding the acquiring agency to purchase the property from which the tenant will be displaced. In order to trigger a tenant- occupant's eligibility for relocation assistance, the written agreement must subject the acquiring agency and owner to legally enforceable commitments to proceed with the purchase. In the event negotiations are unsuccessful, tenant-occupants must also be promptly informed in writing of their ineligibility for relocation assistance. See 49 CFR 24.2(a)(15)(iv) Initiations of Negotiations and Appendix A.

1. Prior to entering into any agreement to purchase property in connection with a voluntary acquisition, agencies should ensure they are allowed access to tenant-occupants who may be displaced as a result of the acquisition. Agency access to tenant-occupants should be made part of any offer or option contract for voluntary acquisitions. Tenant access is necessary to not only ensure required notifications are provided, but also so that interviews with tenant-occupants may be conducted. Interviews are necessary for early identification of potential relocation challenges and to accurately estimate relocation costs associated with tenant displacement. Information obtained as a result of tenant access and interviews provides agencies with useful information to determine whether to proceed with a proposed acquisition or to pursue alternate properties.

2. Where a property owner will not allow an agency to have tenant access, the agency

should pursue alternate properties where such access will be granted.

G. Estimates of Market Value. In cases of voluntary acquisitions under 49 CFR 24.101(b)(1)(iv) & (b)(2)(ii) agencies must inform the property owner in writing of what it believes to be the market value of the property (See 49 CFR 24 Appendix A). Although an appraisal is not required by regulation in these circumstances, HUD encourages the use of an appraisal in order to establish the agency's estimate of market value, especially for high value and/or complex property acquisitions. In some cases it would be both prudent and appropriate to conduct a technical appraisal review of such appraisals in accordance with section 24.104 as part of the recipient's market value determination process. If an appraisal is not prepared, the estimate of market value must be prepared by a person familiar with real estate values. The agency's files must include an explanation, with reasonable evidence, of the basis for the agency's estimate of market value.

H. Negotiations. In the case of voluntary acquisitions under the URA, there is nothing in the regulations to preclude negotiations resulting in agreements at, above, or even below the agency's estimate of market value after the property owner has been so informed and all applicable requirements have been satisfied. See 49 CFR part 24 - Appendix A 24.101(b)(1)(iv) & (2)(ii)) & HUD RAP Vol. 1 No. 2 - dated 11/2005.

    1. Recipients should consider alternative properties available for purchase prior to entering into any agreement for property which exceeds the original estimate of market value. Subject to applicable program requirements, alternative properties must be pursued when proposed agreements which exceed the recipient's original estimate cannot be legitimately supported and justified.

    2. Documentation and support for all agreements (at, below, or above the original estimate) must be at an appropriate level to satisfy a HUD technical review. All such agreements are subject to HUD review and corrective action when deemed necessary (see also paragraph 5-4 H).

I. Title Issues. In voluntary acquisitions, agencies should not pay costs required to perfect the owner's title to the real property to be acquired. Agencies should require owners to transfer the property with clear title; without heirship, title dispute, or other title problems such as liens.

J. Noncompliance with Voluntary Acquisition Requirements. In those cases where an agency has entered into a purchase option or contract for an acquisition but has not satisfied all applicable requirements of a voluntary acquisition under 24.101(b)(1)-(5), the agency must, in writing, provide the seller the opportunity to withdraw from the existing agreement. After the applicable requirements have been satisfied by the agency and the seller has been so informed in writing, the seller may elect to void or affirm the original agreement in writing. If the seller voids the original agreement, the agency can negotiate a new agreement with the seller. Additional corrective action may be required based on the circumstances as determined by the local HUD Regional Relocation Specialist.

URA Acquisition Process

1. Plan Project

A. Estimate Costs and Staffing Needs
B. Hold Public Hearings
C. Choose Plan of Action

2. Project Approval

A. Establish Organization & Train Staff
B. Establish Management Control System and Procedures for Coordination Acquisition & Relocation
C. Establish Recordkeeping Procedures

3. Inform Owner

A. Indicate Interest in Acquiring Property
B. Indicate Basic Protections Under Law and General Acquisition Procedures

4. Preparation

A. Obtain Preliminary Title Report
B. Obtain Boundary Survey & Legal Description
C. Obtain Appraisals & Analysis
D. Invite Owner to Accompany

5. Determine Purchase Offer

A. Reviewer Examines Appraisals
B. Completes Necessary Corrections
C. Prepares Statement Explaining Actions
D. Establish Just Compensation

6. Work with Owner

A. Provide Written Purchase Offer of Just Compensation to Owner
B. Provide Summary of Basis of Offer
C. Explain Acquisition Procedures
D. Negotiation Price and Other Terms & Conditions of Sale

7A. Conclude Successful Negotiations

- Ensure Purchase Agreement Fully Details Terms and Conditions

OR

7B. Conclude Successful Negotiations

- Send Final Written Offer
- Condemnation Suit Filed
- Estimate of Just Compensation Deposited in Court

8A. Complete Settlement

- Ensure Owner Executes Deed
- Pay Net Amount and Obtain Owner Receipt
- Record Deed
- Complete Settle Cost Statement Detailing Payment of Purchase Price & Related Expenses

8B. Complete Condemnation

- Court Trial & Award
- Pay Deficiency Judgment, if any, & Incidental Costs
- Record Court Order

9. Follow-up

- Execute Lease Covering Period Until Relocation is Complete
- Obtain Final Title Evidence
- Maintain Records to Demonstrate Compliance With Law and Regulation
- Evaluate Program and Procedures for Future Improvement

ACQUISITION FILE CHECKLIST

Document must be maintained in the grantee acquisition files. A SEPARATE FILE SHOULD BE ESTABLISHED FOR EACH PROPERTY ACQUIRED.

1. Title Search/Clearance of Title ☐
2. General Notice of Interest in Acquiring Real Property ☐
3. Evidence of Invitation to Accompany Appraiser ☐
4. Appraisal Report or Waiver Valuation, Including Donations ☐
5. Review Appraisal Report ☐
6. Written Statement of Just Compensation ☐
7. Written Offer to Purchase and Evidence of Receipt ☐
8. Contract of Sale ☐
9. Statement of Incidental Costs ☐
10. Receipt for Purchase Price and Copies of Cancelled Checks ☐
11. If Donation, Waiver of Relocation Benefits, Not Applicable to Tenants ☐
12. If Acquisition Terminated, Notice of Intent Not to Acquire ☐
13. If Condemnation, Evidence of Court Deposit of Fair Market Value ☐
14. If Condemnation, Court Resolution ☐

Voluntary Acquisition

- Title search/clearance of title
- Letter sent/hand delivered to owner stating they are not eligible for relocation benefits; fair market value of property; and no use of eminent domain if an amicable agreement cannot be reached. See attachment 10-6A and 10-6B.
- Copies of documents submitted to the WVDO for permanent file.

INVITATION TO ACCOMPANY APPRAISER

Date
Name
Address

RE: Property Appraisal

Dear Property Owner:

I have been requested by the_____________________________________to prepare an appraisal of your property on ________________________. I will visit the property located at _________________________________. If you wish to accompany me, please call me at ________________ to arrange a mutually convenient time.

Sincerely,

Name
Title

cc: _________________________________

APPRAISAL REVIEW

After reviewing the appraiser's supporting data and documentation, I find the fair market value of $ ______________________for the purchase of Parcel 12, Lot 22, of the Long Way Water Project to be sound and accurate. The appraiser's report is complete and the methods utilized conform to recognized appraisal practices.

The appraisal report documents the determination of fair market value through:

A. Cost Approach

The appraiser estimated the value of the land through the search for vacant land sales. They compared land sales with six recent land sales and then adjusted for time and points of difference. Also, replacement costs for a new living area based on the actual square footage of the area were estimated at a standard rate. Deprecation based on age and observed conditions were subtracted from this total. All mathematical computations are accurate and were reached using sound judgment.

B. Market Data Approach

The appraiser searched for the sale of sixteen properties of which three were comparable to subject property. The Factual Data report is accurate. The sales were adjusted for points of difference. The qualifications of the appraiser are excellent. Accurate maps and photographs are included in the report.

Signature of Review Appraiser ***Date***

____

Address

____

_________________________________ _________________________________

Telephone ***Email***

STATEMENT OF THE BASIS FOR THE OFFER OF JUST COMPENSATION

Description and Location of Property

The ___________________________________ proposes to purchase land and improvements

located at __________________________________ (Parcel ____________ Lot____________) from

owner_____________________________at____.

It is a single-family residential unit, which conforms to zoning, present use, surrounding land use, and area trends.

Purpose of Purchase

The___________________________________intends to use the whole parcel for the construction of a library building adjacent to the Eden Park Community Center Library.

Improvements

It is a one-story single-family residence of wood frame construction with concrete foundation, stucco siding, a tar and gravel roof and aluminum gutters and downspouts.

It contains a living room, kitchen, center hall, two bedrooms and one bath.

Interior finish is hardwood floors, except linoleum in kitchen and bathroom; sheetrock walls and ceilings.

The kitchen has counters and painted wood cabinets. There are no built-in appliances. Heat is

gas-fired, forced air from Lennox, 150,000 BTU furnace.

The house is 36 years old. The design is good. Maintenance is poor.

Declaration of Offer

Based on the two appraisals, the_______________________________________hereby makes you an offer in the amount of $________________for the purchase of your property. This offer is for the fair market value of your property and does not include any considerations of decrease of increase in value attributable to the project for which it is being acquired. It reflects no relocation payments which the owner/tenant may be entitled to receive under the Department of Housing and Urban Development Regulations.

Definition of Fair Market Value

"Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

Appraisal Techniques

Two major techniques, cost approach and market data approach, were utilized to determine the fair market value of this property.

Cost Approach

Land:
To estimate the value of the land, as if unimproved, the market searched for vacant land sales, which might throw some light on the value of the subject land.

Estimated Replacement Cost:

To estimate the cost of replacing the home minus depreciation based on age and observed condition, 20%

Total by Cost Approach $__________________

Market Data

To estimate the value of the property by this approach, the market was searched for sales of properties in the area, which might throw some light on the value of the subject property by comparison. After adjusting these sales, approximately six comparable properties, for time and points of difference, the indicated value of the subject property, by comparison is $________________- $__________________.

____

Signature of Chief Elected Official ***Date***

WRITTEN OFFER TO PURCHASE

Date
Name
Address

Dear Property Owner:

This will introduce to you____, who represents the ____________________________________ as the Right-of-Way Agent who will discuss with you the acquisition by the City Government of the property, which our records indicate is owned by______. This property is required for the construction of the proposed____________.

We have had the property appraised by a competent and unbiased free appraiser and this report has been thoroughly analyzed by a competent review appraisal analyst and found to be well supported. Based on the appraisal and review, the City hereby makes you a firm offer in the amount of $for the purchase of your property. Relocation benefits to which you may be entitled are in addition to the acquisition price of your property.

We feel that the above offer is most equitable and we urge your favorable consideration and acceptance of it. If this meets with our approval, the Department's representative has prepared (conveyance document) and will assist in any way convenient to you in finalizing the acquisition. Negotiations for the purchase of your property begin____.

Thank you for your consideration of our offer.

Sincerely,

Chief Elected Official

Enclosure: Statement of Basis for the Offer of Just Compensation

6A

VOLUNTARY ACQUISITION NOTICE

Grantee Letterhead

Date:

Property Owner:

Address: Subject:

Dear Property Owner:

Based on information available at this time, we believe that you are the owner of the subject property listed above, and that you are interested in selling said property. Please be advised that we are interested in acquiring this property if we determine it to be suitable to our planned project.

Our effort to acquire your property is voluntary in nature, and, therefore, without any threat of eminent domain (condemnation). For that reason, we can only consider acquiring your property if we are able to reach an amicable agreement.

At this time, we are prepared to offer you $___________________for your property. This offer is contingent on certain conditions being met, and which includes among others:

- The property has a clear title without heirship, title dispute, or other problems.
- You accept our offer, or we agree to a negotiated amount that should not exceed the property's estimate of fair market value.

☐ We have determined the estimate of fair market value to be $______________________.

☐ We will inform you of what we believe to be the estimate of fair market value before we enter into an agreement to purchase your property.

Please return the attached Seller's Occupancy Certification form (Attachment 6B) regarding tenant occupancy. Please note that if the property is tenant occupied, our offer is subject to an evaluation of the complexity and cost of relocating the occupants.

If you have any questions or need additional information, please contact us.

Sincerely,

Buyer or Buyer's Representative

Enclosures

6B

SELLER’S OCCUPANCY CERTIFICATION

Completed and signed by the seller of the property

The Seller/s of the property located at:

Property Address:

Certify that:

☐ This property is vacant land and without any tenant resident or tenant personal property.
If checked, skip the statements below and return this document to the contact person.

If the property does have a structure, or has tenant owned personal property, I/we certify that the following “checked” items are applicable: (Please mark only the applicable items.)

☐ No tenant(s) has/have occupied the property for a period of one year prior to the date of this purchase or option to purchase contract.

☐ This property did have a tenant who moved within the past year who was not asked to move in relation to this proposed acquisition transaction. The reason the tenant (or tenants) moved within the past year is explained on an attached page. (Please attach.)

☐ The property is tenant occupied, and I/we agree to allow egress/ingress to the site so that required notices can be delivered to each resident, and that each resident can be surveyed to determine their replacement housing needs and related moving costs.

☐ The property is not occupied, but personal property owned by a person other than the owner is located at the site.

☐ The property is not tenant occupied, but if a new tenant moves into the property, I/we assume responsibility for providing displacement assistance if we fail to execute a Move-In Notice.

Signature of Seller/s

Signature ______________________________ ***Date*** __________

____

Signature ***Date***

____

Signature ***Date***

NOTICE OF INTENT NOT TO AQUIRE

Date
Name
Address

RE:

Dear Property Owner

The___________________________________has determined not to acquire your property located at

____.

Any person moving from the premises from the date of this notice will not be eligible for relocation payments or benefits.

Sincerely,

Buyer or Buyer's Representative
Title

WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

www.hud.gov/relocation

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.

- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)

- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.

- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.

- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
April 11, 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
3/31/2023

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	-	26,229.76		138,468.27
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	127,088.40	26,294.54	-	701,245.24
ED Façade & Demo Loans		65,484.08	-	13,367.85	-	52,116.23
Administration		176,573.81	-	61,504.36	-	115,069.45
	$ -	**$ 1,603,981.30**	**$ 131,088.40**	**$ 135,396.51**	**$ 150,400.00**	**$ 1,449,273.19**

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	-	30,851.20	-	93,842.19
Rental/Mortgage Assistance Program LMI		114,948.04	-	-	-	114,948.04
	$ -	**$ 241,097.21**	**$ -**	**$ 30,851.20**	**$ -**	**$ 210,246.01**

Redevelopment Authority
Financial Report
HOME
03/31/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program		881,944.35	49,148.06	111,195.25	383,861.48	436,035.68
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	15,142.14		134,437.73
HOME-ARP Admin		97,410.80	-	-	-	97,410.80
	$ -	**$ 2,479,366.15**	**$ 54,608.96**	**$ 149,837.39**	**$ 1,054,361.48**	**$ 1,329,776.24**

City of Green Bay RDA

Check Register

March-23

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21665	03/15/2023	CITY OF GREEN BAY	42,973.29
21666	03/15/2023	ELEXCO, INC.	283,913.54
21667	03/15/2023	HOUSE OF HOPE GREEN BAY, INC.	10,994.23
21668	03/15/2023	NEIGHBOR-WORKS GREEN BAY	4,175.00
21669	03/28/2023	TYLER JAUQUET	5,039.85
21670	03/28/2023	HOUSE OF HOPE GREEN BAY, INC.	3,145.30
21671	03/28/2023	NEIGHBOR-WORKS GREEN BAY	52,313.25
			$ 402,554.46