



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, DECEMBER 12, 2023, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

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

Or call in by phone: +1 312 626 6799

Meeting ID: 831 8804 4732

Passcode: 084117

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

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the December 12, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the November 14, 2023, meeting of the Redevelopment Authority.

E. Regular Business.

- I. Consideration with possible action to approve the sale of property at 100 W. Walnut Street (parcel 4-180) to Logan Rankin for \$1,027,500.00 including a Right of First Refusal.

2. Consideration with possible action to approve a three-month extension to the planning option to 33 Investments LLC for 101 & 109 N. Adams Street and 227 E. Walnut Street, formerly known as the Schauer & Schumacher Buildings.
3. Consideration with possible action to approve a three-month extension to the planning option for the property located at 929 N. Broadway to NeighborWorks Green Bay.
4. Consideration with possible action to approve a three-month extension to the planning option for RDA-owned property located on the 400 block of Fourth Street (parcels 2-176, 2-177, 2-178, 2-178-A) to NeighborWorks Green Bay.
5. Consideration with possible action to approve a one-year development agreement for three parcels located at 1132 Harvey Street, 1151 Reber Street, and 1008 Smith Street to Greater Green Bay Habitat for Humanity for the development of three single-family, owner-occupied, affordable homes.
6. Consideration with possible action to approve a one-year hold harmless agreement with On Broadway, Inc. for the site located at 164 N. Broadway to be used for community events.
7. Consideration with possible action on Request for Proposals #2023-52, selection of an environmental consultant for the EPA Brownfields Assessment Grant.
8. Consideration with possible action on Request for Proposals #2023-42, selection of an environmental consultant for the EPA Brownfields Cleanup Grant.
9. Consideration with possible action to approve a one-year lease to GNC Development for parking located at 314 N. Chestnut Avenue (parcel 5-599).
10. Consideration with possible action to rescind the creation and approval of a 30 ft. easement on parcel 12-112 and parcels 12-195 through 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work, previously approved by the RDA at the May 9, 2023, meeting.

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

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: January 9, 2024 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.



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

December 12, 2023

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.1

Consideration with possible action to approve the sale of property at 100 W. Walnut Street (parcel 4-180) to Logan Rankin for \$1,027,500.00 including a Right of First Refusal.

BACKGROUND

The RDA entered into a development agreement with Munz Corp. back in 1983 to develop 82 apartments. TID 2 was created to support this development. The RDA retained ownership of the land and entered into a 50-year lease with the owner to repay the \$1,040,000.00 of TID funds. There are 14 years left on the lease with a remaining balance of \$304,000.00. If the property is sold, there is no requirement for the repayment of the remaining balance.

Westshore 85 Limited Partnership had one member (a Trust) that owned 100% of the LLC interest in Westshore. The Trust was then sold to Logan Rankin, who became the sole member of the Westshore Trust. At the April 12, 2022, RDA meeting, the board approved the release of the Non-Disturbance and Attornment Agreement which allowed this transfer to happen.

Attorney Cochart and I received a communication and subsequently met with Mr. Rankin to discuss his desire to purchase the property. There are provisions within the lease that allow negotiations for the purchase of property to take place on 5-year anniversaries, which would mean the next opportunity would be in 2027. Mr. Rankin requested the ability to consider the acquisition sooner. The RDA granted this request at the January 10, 2023, meeting.

Since that date, staff has been working with Mr. Rankin on the purchase of this property. The lease agreement lays out the terms of how the property is to be sold. Mr. Rankin obtained an appraisal from Colliers that valued the property at \$1,070,000.00. The RDA obtained an appraisal from Vogels Buckman and that value came in at \$985,000.00. Working within the parameters of the lease agreement, staff negotiated a sale price of \$1,027,500.00 for the land value. Staff also asked for a Right of First Refusal on this property and the owner agreed to grant this sale agreement.

Staff is recommending selling 100 W. Walnut Street (parcel 4-180) to Logan Rankin for \$1,027,500.00 with a Right of First Refusal on the property.

RECOMMENDATION

Staff recommends approval to sell property at 100 W. Walnut Street (parcel 4-180) to Logan Rankin for \$1,027,500.00 including a Right of First Refusal.

FISCAL IMPACT

ATTACHMENTS

1. Rivers Edge Map photo
2. Redevelopment Agreement For the River's Edge Apts.



PHYSICIANS
RESOURCE
NETWORK

BROWN COUNTY MUSEUM

GREEN BAY
REDEVELOPMENT
AUTHORITY

Veterans
Memorial
Park

VETERANS
MEMORIAL
PARK

River
Walk
Trail

100 W
WALNUT ST
THE EDGE APTS

GREEN BAY
REDEVELOPMENT
AUTHORITY

W WALNUT ST

WALNUT ST /
FOX RIVER
BRIDGE

29

REDEVELOPMENT AGREEMENT

FOR

THE

RIVERS EDGE APARTMENTS

REDEVELOPMENT AGREEMENT
FOR THE
RIVERS EDGE APARTMENTS

THIS AGREEMENT made as of the 19th day of December, 1985, by and between THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, (hereinafter called "Authority"), and with the approval of the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (hereinafter called "City"), and THE MUNZ CORPORATION, a Wisconsin corporation (hereinafter called "Redeveloper") which is to develop the project herein described on behalf of West Shore-85 Limited Partnership, a Wisconsin limited partnership (hereinafter called "Owner" or "Lessee"),

WITNESSETH:

WHEREAS, the City of Green Bay, Wisconsin, has heretofore created Tax Incremental District No. 2, City of Green Bay, on June 13, 1983, pursuant to Chapter 66.46, Wisconsin Statutes; and

WHEREAS, the City of Green Bay, Wisconsin, adopted a "Project Plan" for Tax Incremental District No. 2, City of Green Bay, Wisconsin, within the meaning of Chapter 66.46, Wisconsin Statutes, on June 13, 1983; and

WHEREAS, the Authority deems it appropriate and desirable to provide for the implementation of the proposed redevelopment; and

WHEREAS, the proposed redevelopment will contribute to the objective of developing a strong and viable Central Business District; and

WHEREAS, the Authority believes that the execution of this Redevelopment Agreement providing for the housing to be known as the Rivers Edge Apartments is in the vital and best interests of the City of Green Bay, Wisconsin, and the health, safety, morals, and welfare of its residents and in accordance with the public purposes for Tax Incremental District No. 2, City of Green Bay, Wisconsin.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

PART I
REDEVELOPMENT AGREEMENT

1. PROPOSED PROJECT SCOPE. The redevelopment project known as Rivers Edge Apartments envisions the redevelopment of certain areas by construction of an approximately 82 unit housing project with supporting parking as required by city ordinance. The Redeveloper will undertake the above for the Owner. The project requires that the Authority make an allocation for the preparation of the site, and complete the relocation of public utilities and installation of public improvements per the Development Plan.

2. OTHER GOVERNMENTAL APPROVALS. The undertaking of this redevelopment project is a complex process which will require approvals by other governmental entities and the City of Green Bay, Wisconsin, in accordance with applicable laws, ordinances, and regulations. The Authority will in good faith use its best efforts to assist the Redeveloper in obtaining the necessary approvals for undertaking the project. The Redeveloper will in good faith use its best efforts to comply with applicable requirements, file appropriate applications, and take other steps necessary or desirable to obtain the approvals necessary for undertaking the project.

3. REDEVELOPER'S SELECTION AND COMMITMENT. The Redeveloper is granted an exclusive right to redevelop the site in accordance with this Redevelopment Agreement.

4. THE DEVELOPMENT PLAN. The Development Plan for the Rivers Edge Apartments, designated Exhibit A, dated October 1, 1985, (hereinafter called the "Development Plan"), is incorporated herein by reference as Exhibit A to this Agreement. By execution of this Agreement, the parties hereto expressly approve the Development Plan. The Authority or Redeveloper may at any time propose modifications to the Development Plan subject to agreement of the parties. Among other things, the Development Plan delineates Parcel A as the housing site and Parcel B as the parkway. The Authority will cause to be prepared a survey showing by metes and bounds Parcel A and Parcel B. Such survey shall be a current boundary survey prepared and certified to Authority and Redeveloper by a Wisconsin registered land surveyor acceptable to Authority and Redeveloper and the Title Company and shall have been furnished to Authority, Redeveloper, and the Title Company, in form acceptable to each of them, such survey showing the boundaries by metes and bounds of Parcel A and Parcel B, each separately, all improvements thereon and encroachments, easements or rights of way (of record or visible on the ground), location of dedicated streets or alleys, tested for closing by computer and sufficient to permit removal of the survey exception in the Owner's

Policy (hereinafter in Exhibit B defined). Permanent iron pins or other monuments shall have been installed by the surveyor and shown on the survey. Acreage of each parcel shall be separately shown and certified by the surveyor. The approved survey is hereinafter called the "Survey".

5. CONDITIONS PRECEDENT TO THE PROJECT.

A. Public Actions. The following public actions shall be conditions precedent to the obligations of the parties to undertake the project:

1. The City of Green Bay shall have approved appropriate amendments, if any, to the previously adopted "Project Plan" within the meaning of Chapter 66.46, Wisconsin Statutes, and shall have adopted a "Redevelopment Plan" within the meaning of Chapter 66.431, Wisconsin Statutes, in order to implement the redevelopment described by this Agreement.

2. The Authority and the City of Green Bay shall have taken necessary actions to obtain financing for their respective development obligations under the Development Plan and as provided in this Agreement.

3. There shall have been submitted to the Authority by the Redeveloper and the Authority shall have approved (a) evidence of a financing commitment made by a financial institution satisfactory to the Authority and (b) Schematic Plans satisfactory to the Authority.

B. Redeveloper Actions. The following actions by the Redeveloper shall be conditions precedent to the obligations of the parties to undertake the project:

1. The Redeveloper shall have submitted Schematic Plans satisfactory to and approved by the Authority.

2. The Redeveloper shall have submitted to the Authority and the Authority shall have approved evidence of a financing commitment for undertaking the project satisfactory to the Authority.

3. The Redeveloper shall have executed any final redevelopment documents or supplemental agreements required in connection with the public financing of the project.

C. Good-Faith Efforts. The parties hereto shall use their best efforts in good faith to obtain performance of the conditions precedent to undertaking the project. In the event any of the conditions precedent set forth in subsections A and B of this Section 5 have not been satisfied within ninety (90) days of the date of this Agreement, then this Agreement may be terminated by either party by giving notice to such termination to the other party in writing.

6. AGREEMENT TO REDEVELOP. In the event the conditions precedent to undertaking the project are satisfied, the Redeveloper agrees: (1) to construct and complete not less than an 82 unit housing complex and to construct and complete approximately 123 parking spaces in accordance with the terms of this Agreement; and (2) to have Owner lease from the Authority Parcel A. The Redeveloper shall commence construction of the housing and related parking on Parcel A no later than one hundred and fifty (150) days after the date of delivery of Parcel A and shall complete construction within eighteen (18) calendar months thereafter.

7. GOOD-FAITH DEPOSIT. The Redeveloper shall deposit with the Authority a good-faith deposit, in the amount equal to one half of the first year's land rent by certified or cashier's check, letter of credit, or other approved collateral, which deposit shall be made promptly following the full execution of this Agreement. This deposit may be applied to any of the Redeveloper's obligations hereunder or, in the alternative, returned to the Redeveloper upon completion of construction of the housing and parking required hereunder.

8. DELIVERY OF PROPERTY. Possession of Parcel A shall be delivered to the Redeveloper on or about January 3, 1986. Except with respect to the determination of ^{dates} ~~dates~~ for rent payment and the calculation of the term of the lease (which shall begin as of February 1, 1986), the date of commencement of the lease shall be deemed to be the first day of December, 1985.

9. ADDITIONAL OBLIGATIONS OF REDEVELOPER.

A. Evidence of Construction Contract(s). Prior to commencement of construction of any portion of the project by the Redeveloper, the Redeveloper shall furnish to the Authority a copy of the construction contract with respect to the redevelopment to be commenced.

B. Evidence of Performance Bond. Each general contractor selected by the Redeveloper shall furnish a performance bond or letter of credit and a payment bond pursuant to Section 779.035 of the Wisconsin Statutes, in an amount equal to the contract price for construction of the respective developments. Such bond or bonds shall name the Redeveloper, the Owner, the mortgage

lending institution, if any, and the Authority as parties insured against risk of failure by the General Contractors and any of its subcontractors.

C. Submission of Revised Development Plan. At any time during the implementation of the redevelopment contemplated by this Agreement, the Redeveloper may submit to the Authority proposed revisions in the approved Development Plan in order to enhance the achievement of the objectives of this Agreement, to respond to tenant and financing requirements, and to improve and refine the approved development concept. The Authority shall indicate its approval of further requirements in writing within twenty (20) days from the date of receipt of the proposed revisions in the Development Plan; provided, however, that the Authority shall approve such revised Development Plan unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial additional financial burdens on the City, or adversely affect the development concept.

D. Submission of Design Development Documents. The Redeveloper shall prepare or have prepared Design Development Documents in accordance with the Development Plan and the approved Schematic Plans for submission to the Authority no later than twenty (20) days from the date of execution of this Agreement. Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the entire redevelopment project as to structural, mechanical, and electrical systems, utility service connections, materials and other such essentials as may be determined by the Authority to be appropriate. The Authority may approve, disapprove, or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development Documents conform with the Development Plan and the approved Schematic Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the Authority within twenty (20) days of the date of submission, they shall be deemed approved.

E. Submission of Changes in Design Development Documents. The Redeveloper may, at any time during implementation of this Agreement, submit to the Authority proposed changes in the Design Development Documents in order to enhance the achievement of the objectives of this Agreement, to respond to tenant and financing requirements, and to improve and refine the approved development concept. The Authority shall indicate its approval or further requirements in writing within twenty (20) days from the date of receipt of the proposed revisions in the Design Development Documents; provided, however, that the Authority shall approve

such revised Design Development Documents unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial additional financial burdens on the Authority (or the City), or adversely affect the development concept. In the event the changes in the Design Development Documents are not approved, or rejected within twenty (20) days, they shall be deemed approved.

F. Submission of Construction Drawings and "As-Built" Drawings. It is agreed that the Redeveloper may utilize either a "fast-track" construction procedure or a "design-build" construction procedure in building the developments contemplated by this Agreement. In such event, the Redeveloper shall file with the Authority copies of detailed construction plans promptly (within thirty (30) days) after their completion and after completion of construction, the Redeveloper shall file with the Authority copies of the "as-built" drawings.

G. Progress Reports. During the period prior to construction pursuant to this Agreement, the Redeveloper shall from time to time advise the Authority regarding information having a bearing upon the Authority's interest or performance under this Agreement, and after date of commencement of construction of improvement by the Redeveloper, the Redeveloper shall file with the Authority quarterly progress reports during the course of construction.

H. Obligation to Maintain and Repair. It is understood that pursuant to the lease of Parcel A, the Redeveloper shall keep and maintain the redevelopment and leased property in good repair and condition and will make or cause to be made from time to time all necessary repairs thereto.

I. Number of Copies. All documents shall be submitted in triplicate.

10. ADDITIONAL OBLIGATIONS OF THE AUTHORITY. The Authority shall do the following:

A. Site Preparation. The Authority shall undertake and carry out, prior to the date of delivery of possession of the property to the Redeveloper, the following:

1. Removal of Utility Lines. The removal or abandonment (where abandonment in place will have no adverse effect on the development of the properties and is agreed upon by Redeveloper) by the City or public utility company of all utility lines, installations, facilities, and related equipment within or on the properties.

2. Site Preparation And Wavier Of Subsoil Conditions.

The Authority shall contribute up to Three Hundred Twenty Thousand Dollars (\$320,000) toward the Redeveloper's site preparation costs to include the materials and labor necessary to complete any or all of the following elements: cut and fill, caissons, pilings, grade beams, dewatering and drainage systems, increased structural concrete due to soil conditions. The Authority shall make payment of the \$320,000 on a basis that the Redeveloper shall commit to spend at least a similar amount on the site preparation or project. The Redeveloper shall bear all costs and expenses in excess of the \$320,000 contribution of the Authority. The Redeveloper specifically acknowledges that Redeveloper's Counsel has fully informed Redeveloper regarding the current Wisconsin Law as it applies to subsoil conditions and the liability of the grantor or lessor for such subsoil conditions and hereby being informed in the premise waives any rights Redeveloper may have against Authority or City to bring an action against them based upon the subsoil conditions in the property.

B. Installation of Utilities. Prior to the date of completion of the housing, the Authority, as provided in the Development Plan, shall install or cause to be installed, such sanitary sewers, storm sewers, drains, water, steam electrical distribution lines, telephone and gas, installations and facilities, as are necessary to be installed within public rights of way in connection with the development as contemplated by this Agreement. All such utilities shall be provided by underground service. The Authority shall install or cause to be installed, without connection or tap-in charge, service connections at locations satisfactory to Redeveloper between the right-of-way line and public utilities lines (sanitary sewer and storm sewer) owned by the City.

C. Street, Street Lighting, Signs and Fire Hydrants. The Authority, prior to the date for completion of the housing (or at such earlier time or times as the parties may agree in writing), shall install or cause to be installed in accordance with the technical specifications, standards, and practices of the City, an access street, street lighting, signs, and fire hydrants at locations mutually agreed upon.

D. Construction of Public Sidewalks, Curbs, Gutters, and Landscaping. The Authority shall construct on public property, as a part of the development, public sidewalks, curbs, gutters, and landscaping where required pursuant to the Development Plan. Such landscaping shall include, at a minimum, the seeding of the public park area adjacent to this site.

E. Other Actions. The Authority shall take such actions as may be necessary or desirable to achieve the objectives of this Agreement, and shall assist the Redeveloper in rezoning, issuing permits, and adopting resolutions and ordinances.

F. Certificate of Completion. Upon request of the Redeveloper, upon the full completion of their respective redevelopment obligations under this Agreement, the Authority shall issue a certificate of completion (hereinafter called "Certificate of Completion"), in recordable form acceptable to the party requesting such certificate, certifying that the redevelopment obligations have been satisfied in full.

G. Construction Staging Area. The Authority shall, at the request of the Redeveloper, lease or provide to the Redeveloper (or its respective contractors) on mutually agreed terms, a construction staging area(s) in the vicinity of the properties.

11. NONDISCRIMINATION. The Redeveloper and Owner agree, as a covenant running with the land (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the properties 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 Authority to such injunctive relief or other remedies as may be available at law.

12. MUTUAL RIGHT OF ACCESS.

A. Developer Prior to Conveyance. Prior to transfer of possession to the Redeveloper, the Authority shall permit representatives of the Redeveloper to have access to any part of the properties to which the Authority holds the right of possession at all reasonable times to obtain data and make various tests concerning the properties necessary to carry out this Agreement.

B. Authority After Transfer of Possession. After transfer of possession of Parcel A to the Owner, the Redeveloper or Owner shall permit representatives of the Authority and the Authority shall permit representatives of the Redeveloper to have reasonable access to the properties at all reasonable times for the purposes of this Agreement, including, but not limited to,

inspection of all work being performed in connection with construction.

C. No Charge. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

13. UNAVOIDABLE DELAYS. 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 to this Agreement or its agents or contractors (for example a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

14. RESTRICTION AGAINST TRANSFER OR ENCUMBRANCE. Except as provided in this Agreement until completion of redevelopment, the Redeveloper shall not make any sale, assignment, conveyance, lease, transfer, mortgage, encumbrance, or lien of or upon the Redeveloper's leasehold interest in the Leased Property (as such term is hereinafter defined in Section 2 of Part II of this Agreement) whether by express agreement or operation of law, without the prior written approval of the Authority, which shall not be unreasonably withheld or delayed; provided, however, this Section shall not prohibit:

A. The creation of a mortgage, encumbrance, or lien upon the leasehold for the purpose of financing or refinancing the redevelopment or any part thereof pursuant to this Agreement. This shall include the right to create a mortgage, encumbrance, or lien upon the leasehold in favor of parties participating in the Rental Housing Tax Exempt Bond Financing for the improvements to the Leased Property including, but not limited to, the bond issuer and credit enhancer. Also included shall be the right to create a mortgage, encumbrance, or lien upon the leasehold for the purposes of financing subscription pledge agreements by the Owner; or

B. The transfer to the Owner of the Leased Property, the ownership of the improvements thereon, and/or the Redeveloper's rights and obligations under the Redevelopment Agreement and Lease Agreements; the admission of additional partners to the Owner in order to effectuate the purposes of this Agreement, and the adjustment or elimination of partner's interest pursuant to the partnership agreement; or

C. The execution of agreements to convey, lease, transfer, mortgage, or encumber where such agreements are to be effective on or after the date of execution of a Certificate of Completion by the Authority or the issuance of a certificate of occupancy with respect to the parcel within which such property is located; or

D. Easements, covenants, conditions, and restrictions as may be deemed necessary or desirable pursuant to Section 10 of this Agreement.

E. That the Owner's assignee, or party taking on interest from the Owner, shall be subject to the rights of subrogation in regard to the responsibilities, duties, and actions required by the Authority and the City from the Owner.

F. Notwithstanding any provision expressly or inferentially to the contrary contained herein, neither the Authority or the City shall subordinate their interest, title or fee in the leased land to any mortgage nor shall any mortgage holder obtain a lien on the land upon which the Redevelopment project shall be constructed.

Until completion of redevelopment, the Redeveloper shall notify the Authority in advance of any actions permitted pursuant to A and B above and of any proposed action requiring the prior written approval of the Authority. In the event of the creation of any mortgage, encumbrance, or lien, without the voluntary act of a party, the Redeveloper shall notify the Authority promptly of such occurrence. For purposes of this Agreement, "completion of redevelopment" shall be deemed to have occurred upon the earlier of the issuance of a certificate of occupancy or the issuance of the Certificate of Completion with respect to a parcel.

15. INSURANCE.

A. Redeveloper. Prior to commencing construction under this Agreement, the Redeveloper shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy as to the Parcel on which construction is occurring with coverage equal to the total amount of Redeveloper's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name City, Owner, and the Authority as additional insureds. The Redeveloper shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of City, Owner, and Authority, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least Five Million Dollars (\$5,000,000) and property damage coverage of at least One Million Dollars (\$1,000,000). Such policies of insurance shall be written by insurance companies authorized to do business in the State of

Wisconsin. Prior to commencement of construction, the Redeveloper shall file with the City Clerk a certificate of insurance setting forth that all coverages required herein are in full force and effect and providing that the Authority will be given thirty (30) days written notice prior to termination or cancellation of such coverage.

B. Authority. The Authority shall obtain (or require its contractors to obtain) and keep in full force and effect during any demolition or construction contract, for the benefit of the Redeveloper and/or Owner, a comprehensive protective liability insurance policy with personal injury coverage of at least Five Million Dollars (\$5,000,000) and property damage coverage of at least One Million Dollars (\$1,000,000). Such policy shall be written by insurance companies authorized to do business in the State of Wisconsin. Prior to commencement of construction, the Authority shall give the Redeveloper a certificate of insurance setting forth that all coverages required herein are in full force and effect and providing that the Redeveloper will be given thirty (30) days written notice prior to termination or cancellation of such coverage.

16. TERMINATION AND REMEDIES.

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from any other party, shall immediately cure or remedy such default or breach, unless such default or breach cannot with reasonable diligence be cured immediately in which case said defaulting party shall continue such cure. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

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

17. OTHER RIGHTS, REMEDIES; NO WAIVER BY DELAY.

A. The Authority and Redeveloper shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement; 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 being 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, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

B. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, whether provided by law or by this Agreement, one or more such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, of any obligation of any other party or any condition to its own obligation under the party making waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

18. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES.

A. Limitation on Encumbrance. Prior to completion of the redevelopment, neither the Redeveloper nor any successor in interest shall engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Redeveloper's leasehold interest in the Leased Property whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to said leasehold interest, except for the purposes permitted by Section 14.

B. Copy of Notice of Default of Mortgagee. Whenever the Authority shall deliver any notice or demand to the Redeveloper with respect to any breach or default by either in its obligations or covenants under this Agreement, the Authority shall at the same time forward a copy of such notice or demand to Owner and each holder of any mortgage at the last address of such holder shown in the records of the Authority.

subject their interest in the leased real property to any Leasehold Mortgage. The reference to the subordination to a possible Leasehold Mortgage shall apply exclusively despite language to the contrary found elsewhere in said Agreement.

19. CONFLICT OF INTEREST: AUTHORITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE. No official or employee of the Authority or City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of the Authority or City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amounts which become due to the Redeveloper or its successors under this Agreement.

20. NO BROKER AGREEMENT. Each party hereto represents to each other party that the lease of land or other obligations pursuant to this Agreement has not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the lease of land or other obligations pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim, or expenses arising out of any breach of their respective foregoing representatives.

21. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. 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 provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or parties thereby adversely affected such provision was a material part of the consideration for their entering in this Agreement, that without it they would not have entered into this Agreement) 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 Redeveloper, Owner, and the Authority, with respect to its subject matter, there being no terms, conditions, warranties or representations 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.

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

23. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other

persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

24. 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.

25. TIME IS OF THE ESSENCE. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

26. 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 or content of this Agreement or in any way affect its provisions.

27. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the U. S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

A. In the case of Redeveloper or Owner to:

Richard V. Munz, President
Munz Corporation
121 East Wilson Street, P.O. Box 1587
Madison, WI 53701-1587

with a copy to:

Joseph P. Hildebrandt
Foley & Lardner
P.O. Box 1497
Madison, WI 53701-1497

or such other attorney as is designated
by the Redeveloper or Owner

B. In the case of Authority or City to:

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

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and

forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

28. 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 merged into the lease agreement (Part II hereof), but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

29. CONDEMNATION. If, on or before the transfer of possession of the Leased Property to the Redeveloper, all or any portion of the Properties shall be taken by an exercise of the power of eminent domain or notice is given that any public authority intends to exercise eminent domain with respect to all or any part of the Property (other than for purposes of acquiring portions therefore for purposes of performing obligations under this Agreement), then the Redeveloper may elect to terminate this Agreement by giving written notice of such election to the Authority. If the Redeveloper does not elect to so terminate this Agreement, then this Agreement (including but not limited to the rent) shall not be in any way voided or impaired.

PART II

LEASE AGREEMENT

PART II
LEASE AGREEMENT

1. LEASE. Upon and subject to the terms and conditions hereinafter set forth, the Authority leases to the Owner and the Owner rents from the Authority the Leased Property.

2. DEFINITION OF "LEASED PROPERTY". "Leased Property" means the land consisting of Parcel A, as described in Exhibit "B" attached hereto.

3. TERM. Except as hereafter provided, this lease shall be deemed to commence as of December 1, 1985. The term of this Lease shall be for fifty (50) years, beginning the first day of the month following the month during which possession of the Leased Property is transferred to the Owner, which shall also be the date renewal periods are calculated from.

4. CONSIDERATION AND RENT. The consideration for the lease contained herein consists of: (a) the obligations of the Redeveloper to redevelop the leased property as set forth in Part I of this Agreement and (b) the obligations of the Owner pursuant to Part II of this Agreement, including specifically the obligation to pay rent as set forth in this Section 4 of Part II. The Owner shall pay semi-annually (on the first day of the first month and the first day of the seventh month of each lease year) to the Authority at the Authority's address as set forth herein or at such other place or to such other persons, firms, or corporations as the Authority from time to time may designate in writing as annual rent payable in two equal installments for each lease year calculated as follows:

Lease Year One through Five	\$15,000 Annually
Lease Year Six through Ten	\$16,000 Annually
Lease Year Eleven through Fifteen	\$18,000 Annually
Lease Year Sixteen through Twenty	\$19,000 Annually
Lease Year Twenty-One through Twenty-Five	\$21,000 Annually
Lease Year Twenty-Six through Thirty	\$22,000 Annually
Lease Year Thirty-One through Thirty-Five	\$23,000 Annually
Lease Year Thirty-Six through Forty	\$24,000 Annually

Lease Year Forty-One
through Fifty

\$25,000 Annually

5. MAINTENANCE, REPAIR, AND SAFETY. The Authority shall not be obligated or required at any time to repair or maintain the Leased Property or any structures, improvements, or fixtures located thereon, or any part thereof, or to make or bear any part of the expense of any improvements, alterations, changes, additions, repairs, or maintenance of any nature whatsoever in or about the same or the improvements thereon. The Owner agrees at all times during the term hereof, and at its own cost and expense, to keep the Leased Property, and each and every part thereof, and all structures, improvements, and fixtures located thereon, in good condition and repair, reasonable wear and tear excepted; to conform to the provisions of any safety law or ordinance now in effect or hereafter adopted; to meet the requirements of any duly authorized public officer; to keep the Leased Property in a clean, wholesome, and safe condition.

6. PERMITTED CONTESTS. The Owner, on the Authority's behalf, but at the Owner's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any lien, encumbrance, charge, or claim not permitted by Section 25, provided that (a) neither the Leased Property nor any rent therefrom nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited, attached or lost, (b) the Authority would not be in any immediate danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (c) the Owner shall deliver to the Authority an opinion of the Owner's counsel to the effect set forth in clauses (a) and (b), to the extent applicable, and (d) in the case of a lien, encumbrance, or charge, the Owner shall give such reasonable security as may be demanded by the Authority, if any, to insure ultimate payment of the same and to prevent any sale or forfeiture of the Leased Property by reason of such nonpayment or noncompliance; provided, however, the provisions of this Section 6 shall not be construed to permit the Owner to contest the payment of rent, or any other sums payable by the Owner to the Authority hereunder. If such contest be finally resolved against the Authority or the Owner, the Owner shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable requirement. The Authority, at the Owner's expense, shall execute and deliver to the Owner such documents as may reasonably be required in any such contest. The Owner shall indemnify and save the Authority harmless against any liability, cost, or expense of any kind that may be imposed upon the Authority in connection with any such contest and any loss resulting therefrom.

7. TITLE AND POSSESSION.

A. The Authority covenants that it is lawfully seized of the Leased Property, subject only to liens of record or

substitutions thereof created or suffered by the Owner, and has full right to make this Lease, and that the Owner shall have quiet and peaceful possession of the Leased Property (except for causes beyond the control of the Authority) during said term, and against all parties claiming title to or right to the possession thereof. Lessee's enjoyment and use of all entrances, exits, approaches, and means of entrance and approach, and of light and air in favor of the Leased Property in accordance with the approved Development Plan shall not be interfered with or interrupted by any act or assent of the Authority during the term of this Lease.

B. Possession of the leased real estate shall be delivered to the Owner upon the commencement of the term of this Lease in good condition, as above provided, free from all tenancies and occupancies, and free from all orders and violations filed or entered by any public or quasi-public authority.

C. All title, possession, and rights of the Owner may be transferred to the Owner's assignee or transfer party subject to the terms and conditions of this lease and the said Redevelopment Agreement for the Rivers Edge Apartments.

D. Notwithstanding any provision expressly or inferentially to the contrary contained anywhere in this lease, neither the Authority or the City shall subordinate or consent to the subordination of the fee, or their interest or title in or to the land which is the subject of this lease, to any mortgage, leasehold or otherwise, nor shall any lien against such land arise as a result of any mortgage, leasehold or otherwise.

8. ASSIGNMENT AND MERGER.

A. The Owner may assign the Lease or sublet the Leased Property as a whole with the written consent of the Authority, which consent will not be unreasonably withheld, provided, however, that:

(i) such assignment shall not relieve the Owner from primary liability for any of its obligations hereunder, and in the event of any such assignment, the Owner shall continue to remain primarily liable for payment of the rents specified herein, and for the performance and observance of all other agreements to be performed and observed by it;

(ii) such assignee or sublessee shall assume, in writing, all of the obligations of the Owner hereunder;

(iii) the Owner shall, within thirty (30) days after delivery thereof, furnish to the Authority a true and complete copy of each such assignment or sublease, as the case may be.

B. The Owner may, without violating Section 8.A, merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting, or transferee entity, as the case may be:

(i) assume in writing all of the obligations of the Owner hereunder; and

(ii) is an entity organized and existing under the laws of the States of the United States of at least equal net worth as was the Owner at the date of this Lease.

If the surviving, resulting, or transferee entity is not an entity organized and existing under the laws of the State of Wisconsin, the Owner shall require as an incident to such merger, consolidation, or transfer that such surviving, resulting, or transferee entity qualify to do business in the State of Wisconsin as a foreign entity and agree to remain so qualified continuously during the term of this Lease.

9. COMPLIANCE WITH APPLICABLE LAW. The Owner shall not use nor consent to any use of the Leased Property which may be contrary to any valid law of the State of Wisconsin, the United States of America, or to any valid ordinances or laws of the political subdivisions of the State of Wisconsin or the City of Green Bay for the time being in force. Provided, the Owner, without the same constituting a default hereunder, may in good faith contest the validity or applicability thereof.

10. ACCESS. The Authority may during the term of this Lease at reasonable times enter to view the Leased Property.

11. CASUALTY INSURANCE.

A. The Owner shall at its expense during the term of this Lease maintain for the protection of itself and the Authority fire, windstorm, and extended coverage insurance in an amount not less than the full, fair replacement value of the improvements, furnishings, equipment, and fixtures upon the Leased Property less a deductible of not more than Ten Thousand Dollars (\$10,000). Such insurance shall not be subject to cancellation upon less than thirty (30) days notice to the Authority. In the event the improvements on the Leased Property suffer loss or destruction, the improvements shall be restored as expeditiously as practicable and the Owner and the Authority shall so apply such proceeds. Proceeds shall be paid to the mortgagee to be disbursed only for such restoration. The rentals provided herein shall not abate during the period of restoration. The fire and extended coverage insurance described in this Section shall include such risks as are covered by the "standard fire and

extended coverage" policies nor or hereafter in use.

B. The obligation of the Owner to pay the rentals provided by this Lease shall neither abate nor be affected by the loss or damage to any part of the Leased Property by reason of fire, casualty, or other hazard.

C. All insurance hereinabove provided for shall be procured from substantial and responsible insurance companies, authorized to do business in the State of Wisconsin, which companies are rated "A" or better by Best's Reports. All such policies shall waive rights of subrogation against the respective parties hereto, their agents and employees. Evidence of such insurance and the payment of premiums thereon shall be provided to the Authority, and the Authority shall be named as an additional insured.

12. INDEMNITY AND LIABILITY INSURANCE.

A. Indemnification. The Owner shall assume liability for, be responsible for, indemnify (and at Authority's request, defend), and save harmless the Authority and anyone to whom the Authority may be liable by contract or otherwise, against any loss, damage, or expense arising from any actual or claimed death or actual or claimed injury to any person, or actual or claimed damage to property, whether owned by the Owner, the Authority, or third parties, including loss of use, to the extent such loss or damage actually results from, or actually arises in connection with, the Leased Property and improvements thereon (including any such injury, death, or damage caused in part by Owner's negligence), except to the extent the Owner can prove that such death, injury, damage, or loss of use was caused solely by the Authority's negligence and that the Owner was at all times diligently trying to minimize the possibility of such death, damage, or loss of use and, if such occurred, the consequences thereof.

B. INSURANCE. The Redeveloper or Owner shall maintain in full force and effect at its expense throughout continuance of this Lease public liability insurance in amounts not less than hereinafter specified for the protection of the parties as their respective interests may appear under this Lease against liability for damage to persons or property arising during the term of this Lease:

\$1,000,000.00	Property Damage
\$1,000,000.00	For death or injury to any one person in any one accident
\$1,000,000.00	For death or injury to two or more person in any one accident

Plus \$5,000,000
Umbrella

The Authority and the Owner, and its future assignees and transfer parties agree that the umbrella insurance maintained under Section 12.B. of this lease shall be reviewed on a continuing five year basis of the anniversary date of the execution of the lease between the parties so as to make a determination of additional public liability insurance and property damage insurance based upon the factor of the cost of living index. If the said factor has increased from the previous five years, then the said umbrella insurance shall increase on the same ratio as the said index.

13. SPECIAL ASSESSMENTS AND AD VALOREM TAXES.

A. The Owner shall pay all special assessments and ad valorem taxes levied against the Leased Property, and all personal property taxes against all equipment and personal property placed on the Leased Property during the term of this Lease and shall pay any sales tax (if successfully imposed) on any portion of the Leased Property or the leasing thereof. In the event of the creation of any special assessment district within which is situated all or any portion of the Leased Property, the Owner at its option may protest under the applicable provisions of law the creation or provisions of such proposed assessment district without reference to or permission of the Authority.

B. The Owner in good faith, at its own expense and in its own name and behalf, may contest any ad valorem tax or assessment in accordance with applicable law.

C. The Authority shall pay or cause to be discharged and removed any and all special assessments and taxes levied against the Leased Property prior to the first day of the Term of this Lease.

14. EVENTS OF DEFAULT AND REMEDIES. If the Owner (i) shall neglect or fail to pay any rental amount or fee set forth in any Section of this Lease, not limited to any rental payment, within thirty (30) days after such payment has become due and payable; or (ii) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or (iii) files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent or shall file any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or shall file an answer admitting or failing to deny the material allegations of a petition against it for any such relief, or shall admit in writing its inability to pay its debts as they mature; or (iv) makes a general

assignment for the benefit of creditors or takes the benefit of an insolvency law; or (v) consents or acquiesces in the appointment of a trustee in bankruptcy, receiver, assignee for the benefit of creditors or liquidator for the Owner or any of its interest hereunder or such appointment occurs without consent or acquiescence; or (vi) permits by violation of Internal Revenue Code, Section 33, the interest on the tax increment bonds to become subject to federal income tax; or (vii) is ousted from the State of Wisconsin unless transferred into a corporation as may be allowed herein; or (viii) permits any violation of Section 25; then and in any such event (individually "Event of Default"), unless the Owner shall have forthwith cured or caused to be cured any such default or with respect to any obligation to operate, maintain, replace, or repair shall have commenced and diligently pursuing such cure within thirty (30) days after written demand, the Authority may exercise any one or more of the following remedies:

A. The Authority may terminate this Lease and exclude the Owner from possession of the Leased Property.

B. The Authority may declare all rental amounts and fees due hereunder to become due and immediately owing and to accelerate payment thereof.

C. The Authority may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for the property of the Owner under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under this Lease.

The rights and remedies in favor of the Authority hereunder shall be cumulative and nonexclusive of any other remedy to which the Authority shall be entitled.

The Owner shall pay as additional rent all costs and expenses incurred by or on behalf of the Authority, including, without limitation, attorneys' fees and expenses as a result of any Event of Default hereunder.

15. EXPIRATION OF TERM. Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the term of this Lease on the date herein specified and the term hereof shall expire on the date herein mentioned without notice being required from either party.

16. ADDITIONS, MODIFICATIONS, AND IMPROVEMENTS.

A. The Owner shall have the right, at its own cost and expense, to make any additions, modifications, or improvements to the Leased Property as it may deem desirable that do not adversely affect the intended use or the structural integrity of the improvements on Leased Property. All additions,

modifications, and improvements made by the Owner shall be and remain the property of the Owner. No additions, modifications or improvements shall have adverse impact upon or limit the intended use.

B. The Owner may, subject to any constraints of Federal, State, or local law, erect, place, or maintain only such sign or signs on the Leased Property as are usual to the type of business conducted by the Redeveloper or Owner, and shall not permit the use of the Leased Property for any other public form or type of billboard, sign, display panel or advertising media, or any kind or character not related to the business of the Redeveloper or Owner. Further, such signs shall be in accordance with State and local law.

17. FULL FAITH AND CREDIT. Except as otherwise provided in Section 8.B., The full faith and credit of the Owner is pledged to the faithful performance by the Owner of all the provisions of this Lease.

18. CONDEMNATION. If the Leased Property, or any part thereof, or any improvement, fixture, furnishing, or equipment upon said leased property is taken under the exercise of the power of eminent domain by any governmental authority or by agreement in lieu thereof, the entire condemnation award (or the amount agreed upon in lieu of an award in condemnation), with respect to such taking, shall be paid to the Authority and applied as hereinafter provided:

A. If all or substantially all of the Leased Property is so taken, this Lease shall terminate (except as to the provisions of this Section 18) as of the day after the receipt by the Authority of the entire final condemnation award or amount in lieu thereof. (The term "Net Condemnation Award" means the total amount awarded or agreed upon as compensation for the property taken, less and except all attorneys' fees and other reasonable costs and expenses incurred in the condemnation proceeding with respect to which such award was made.) No portion of the condemnation award shall be allocated to any subtenant or sublessee; and any sum otherwise due such party shall be provided by the Owner. Should this Lease be terminated pursuant to the provision of this Section 18.A., neither party hereto shall be liable to the other for damages for failure to fulfill the obligations undertaken by each in this Lease, other than (i) those obligations set forth in this Section 18; and (ii) any obligation accrued hereunder prior to the date of such termination.

B. If the Net Condemnation Award is insufficient to prepay all rentals due (without discount) with respect to the portion of the Leased Property taken (plus the costs, if any, of premium, interest to maturity, or earliest practicable redemption date, whichever is earlier, and the expenses of redemption of the tax increment bonds, if required), in accordance with the applicable provisions of the respective Indenture, the Owner shall pay to

the Authority the amount of such deficiency as additional or prepaid rental.

C. If the Net Condemnation Award is in excess of the sum needed to prepay the rentals as required by Section 18.B. as aforesaid, then such excess shall be paid to the Owner.

D. Any provisions herein to the contrary notwithstanding, the Owner shall not be required to pay any rent hereunder after the receipt by the Authority of a Net Condemnation Award in an amount sufficient to provide for the full prepayment of all rentals and other costs, if any.

E. If less than all or less than substantially all of the Leased Property is taken, this Lease shall continue in full force and effect and the Net Condemnation Award referable to such taking shall be applied by the Authority, as follows:

(i) first, to the repair, rebuilding, restoration, or rearrangement of the Leased Property so as to make it suitable for the uses for which it was leased hereunder.

(ii) the balance, if any, shall be applied to the prepayment of rent thereafter coming due hereunder with respect to the portion of the Leasehold Property taken.

F. If the use, for a limited period, of all or part of the Leased Property is taken, this Lease shall continue in full force and effect. If the period of such taking expires on or before the expiration of the term of this Lease, the Owner shall be entitled to receive (by way of application by the Authority as provided in 18.E(i) and (ii) above) the entire condemnation award made therefore, whether by way of damages, rent, or otherwise, and shall, upon being restored to possession, restore the Leased Property to the condition existing before such taking, with such changes, alterations and modifications as shall be approved in writing by the Authority and as shall not impair the operating unity thereof. If the period of such taking expires after the expiration of the term of this Lease, the Owner shall be entitled to receive that portion of the award allocable to the period from the date of such taking to the expiration of such term and the Authority shall be entitled to the remainder thereof.

B. The foregoing provisions do not in any way restrict the right of the Authority or the Owner to appeal any condemnation proceedings as provided by law. The Authority shall cooperate fully with the Owner in the handling and conduct of any prospective or pending condemnation proceeding and shall permit the Owner to litigate any such proceeding in the name and on behalf of the Authority. In no event shall the Authority voluntarily settle or consent to settlement of any prospective or pending condemnation proceeding without written consent of the

Owner, which said consent shall not be unreasonably withheld.

19. CONSTRUCTION. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

20. MEMORANDUM OF LEASE. It is agreed that this Lease shall not be filed of record, but a Memorandum of Lease, incorporating the terms hereof by reference, shall be executed and acknowledged by the parties hereto and filed in the office of the Register of Deeds of Brown County promptly after execution by the parties. As soon thereafter as the commencement date of the Lease is determined, an amendment shall be filed of record reflecting such commencement date. It is understood, however, that the failure to execute, acknowledge, or file of record a Memorandum of Lease shall in no way invalidate this Lease or any provision hereof.

21. PARTIAL INVALIDITY. If any one or more of the covenants, agreements, or provisions of this Lease shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Lease and this Lease shall continue in force to the fullest extent permitted by law.

22. SUCCESSORS IN INTEREST. All terms, provisions, covenants, and conditions of this Lease shall bind and inure to the benefits of the successors and assigns of the respective parties hereto.

23. OPTION TO RENEW. The Owner may extend this Lease under the same terms and conditions except for the annual rent which rent shall be determined by the procedure set out below.

A. Renewal Notice. The Owner shall give six (6) months prior written notice for the first ten (10) year renewal term (51-60) prior to the expiration of the initial lease, and a six (6) months written notice for the second ten (10) year renewal term (61-70) immediately preceding the ten (10) year renewal term as the case may be.

B. Lease Payments for Renewal Term. The amount of the lease payment for the first ten (10) year renewal term shall be at a rate of ten (10%) percent of the appraised value representing the said leased premises. The amount of the lease payment for the second ten (10) year renewal term shall be at the rate of twelve (12%) percent of the appraised value representing the said leased premises.

C. Appraisal of Leased Property. The appraised value of the said leased premises shall be determined by the Owner giving written notice to the Authority of its first appraiser within ten (10) days after the date Authority receives notice of either Option to Renew. Within twenty (20) days after the service of such notice by the Owner, the Authority shall give notice to the

Owner designating the second appraiser ("Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the appointment of the Second Appraiser shall be made in the same manner as is hereinafter provided for the appointment of a Third Appraiser in a case where the First and Second Appraiser are unable to agree upon the Third Appraiser. The First and Second Appraiser so designated or appointed shall meet within twenty (20) days after the Second Appraiser is appointed; and if, within thirty (30) days after the Second Appraiser is appointed, the First and Second Appraiser do not agree upon the Appraised Value, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within twenty (20) days after the time aforesaid, the Third Appraiser shall be selected by the parties themselves if they can agree thereon within a further period of twenty (20) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the then President of the local Chapter of the American Institute of Appraisers, or in his absence, refusal, failure or inability to act, then either party may apply to the Circuit Court of Brown County, State of Wisconsin. In the event of the failure, refusal, or inability of any appraiser to act, a new appraiser shall be appointed, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing, or being unable to act. The Authority and the Owner shall pay the fees and expenses of the one of the two original appraisers appointed by such part, or in whose stead, as above provided, such appraiser was appointed, and the fees and expenses of the Third Appraiser, and all other expenses, if any, shall be borne equally by such parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be disinterested and shall be qualified to appraise real estate in Brown County of the type covered by this Agreement, shall be a member of the American Institute of Real Estate Appraisers (or any successor association or body of comparable standing if such Institute is not then in existence), shall have been awarded the designation of MAI by such Institute and shall have been actively engaged in the appraisal of real estate in Brown County for a period of not less than five (5) years immediately preceding his appointment.

D. Payment of Lease Rent. The Owner shall pay rent semi-annually on the first day of the first month and the first day of the seventh month of each lease year of the renewal term as set out above to the Authority at the Authority's address or at such other place or to such other persons, firms or corporations as the Authority from time to time may designate in writing.

24. PURCHASE AGREEMENT. The Authority gives and grants to the Owner, or its designee, the right to purchase the Leased Property on the expiration of this Lease or expiration of extensions thereof by giving to the Authority, prior to such expiration, one hundred fifty (150) days written notice of the Owner's exercise of the option.

A. Purchase Price. In the event the Owner exercises this option to purchase, the purchase price for the Leased Property will be its fair market value on the date of purchase.

B. Appraisal of Leased Property. Within ten (10) days after the date of the Authority receipt of notice of the exercise of the option, the Owner shall give written notice to the Authority of the first appraiser ("First Appraiser"). Within twenty (20) days after the service of such notice by the Owner, the Authority shall give notice to the Owner designating the second appraiser ("Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the appointment of the Second Appraiser shall be made in the same manner as is hereinafter provided for the appointment of a Third Appraiser in a case where the First and Second Appraiser are unable to agree upon the Third Appraiser. The First and Second Appraiser so designated or appointed shall meet within twenty (20) days after the Second Appraiser is appointed, and if, within thirty (30) days after the Second Appraiser is appointed, the First and Second Appraisers do not agree upon the Appraised Value, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within twenty (20) days after the time aforesaid, the Third Appraiser shall be selected by the parties themselves if they can agree thereon within a further period of twenty (20) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the then President of the local Chapter of the American Institute of Appraisers, or in his absence, refusal, failure, or inability to act, then either party may apply to the District Court of Brown County, State of Wisconsin. In the event of the failure, refusal, or inability of any appraiser to act, a new appraiser shall be appointed, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing, or being unable to act. The Authority and the Owner shall pay the fees and expenses of the one of the two original appraisers appointed by such party, or in whose stead, as above provided, such appraiser was appointed, and the fees and expenses of the Third Appraiser, and all other expenses, if any, shall be borne equally by such parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be disinterested and shall be qualified to appraise real estate in Brown County of the type covered by this Agreement, shall be a member of the American Institute of Real Estate Appraisers (or any successor association or body of comparable standing if such Institute is not then in

existence), shall have been awarded the designation of MAI by such Institute and shall have been actively engaged in the appraisal of real estate in Brown County for a period of not less than five (5) years immediately preceding his appointment.

C. Payment of Purchase Price. The purchase price of the Leased Property shall be paid by the Owner in cash. Upon payment of the purchase price by the Owner, the Authority shall transfer the Leased Property to the Owner by Quit Claim Deed conveying marketable title to the Owner.

D. Failure to Exercise. Should the Owner fail to exercise its option to purchase before the end of the term of this Lease or extensions thereof, then the Owner shall immediately surrender the Leased Property to the Authority upon expiration of the term, and quit the same, and the Authority may enter upon and repossess the Leased Property at such time.

E. Authority Acts. The Authority hereby agrees that, so long as the Owner is not in default under the Lease, the Authority by the date of the first right of purchase under Section 24.F. of this Lease will have taken such action as may be necessary for the Authority to have the ability to deliver marketable title to the Leased Property to the Owner.

F. Option to Purchase During Initial Lease Term. The Authority further gives and grants to the Owner the option to purchase the Leased Property on the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth, fortieth, and forty-fifth, anniversary of the first day of the Term of this Lease by giving to the Authority prior to any such anniversary one hundred fifty (150) days written notice of the Owner's exercise of this option. The purchase price shall be the fair market value on the date of purchase determined in accordance with Section 24. The purchase price shall be paid by the Owner in cash.

25. LIENS. Subject to Section 6 relating to contests, the Owner will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property not including, however, (a) this Lease; (b) any mortgage or security interest arising from the financing or refinancing of the redevelopment pursuant to this Agreement; (c) restrictions, liens, and other encumbrances which are consented to in writing by the Authority; or (d) any easements which do not materially and adversely affect (1) the marketability of title of the Leased Property, (2) the use of the Leased Property for all purposes of this Lease, or (3) the fair market value thereof; and (e) liens of mechanics, laborers, materialmen, suppliers, or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed under any related contract for more than sixty (60) days after the

completion of the action giving rise to such lien and such reserve or other appropriate provisions as shall be required by law or sound accounting principles shall have been made therefore or (2) any such liens are in the process of being contested as permitted by Section 6.

26. WAIVER. If this Lease is terminated pursuant to Section 14, the Owner waives, to the extent permitted by applicable law, any right which may require the Authority to sell, lease, or otherwise use its interest in the Leased Property or any part thereof in mitigation of the Authority's damages as set forth in Section 14.

27. AUTHORITY'S RIGHTS TO CURE OWNER'S DEFAULT. If the Owner shall fail to make any payment or perform any act required to be made or performed under this Lease, the Authority, after notice to and demand upon the Owner and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Owner, and may enter upon the Leased Property for such purpose and take all such action thereon as, in the Authority's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of the Owner. All sums so paid by the Authority and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with a late charge thereon (to the extent permitted by law) at twelve percent (12%) per annum (or at the maximum rate permitted by law, whichever is less) from the date on which sums of expenses are paid or incurred by the Authority, shall be paid by the Owner to the Authority on demand.

28. ATTORNMENT. In the event a permitted mortgage lien is foreclosed for any reason, the Authority shall be bound to the Mortgagee under all of the terms of the Lease for the balance of the term thereof with the same force and effect as if the Mortgagee were the Owner under the Lease, and the Authority hereby attorns to the Mortgagee as its Lessee, such attornment to be effective and self operative, without the execution of any further instrument, immediately upon the Mortgagee's notification to the Authority of the commencement of foreclosure proceedings. The respective rights and obligations of the Authority and the Mortgagee upon such attornment shall be to the same extent as that then remaining under the terms of the Lease.

29. THE AUTHORITY'S RIGHT TO INSPECT. The Owner shall permit the Authority and its respective authorized representatives to inspect the Leased Property during usual business hours, subject to tenant's rights.

30. NO WAIVER BY THE AUTHORITY. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this

Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach. No foreclosure, sale, or other proceeding under any indenture shall effectuate a termination of this Lease or discharge or otherwise affect the obligations of the Owner hereunder.

31. REMEDIES CUMULATIVE. Each legal, equitable, or contractual right, power, and remedy of the Owner and the Authority now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy and the exercise or beginning of the exercise by the Authority or the Owner of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by the Authority of any or all such other rights, powers, and remedies.

32. ACCEPTANCE OF SURRENDER. No surrender to the Authority of this Lease or of the Leased Property or any part thereof of any interest therein shall be valid or effective unless agreed to and accepted in writing by the Authority and no act by the Authority or any representative or agent of the Authority, other than such a written acceptance by the Authority, shall constitute an acceptance of any such surrender.

33. NO MERGER OF TITLE. There shall be no merger of this Lease or of the leasehold estate hereby by reason of the fact that the same person, firm, corporation, or other entity may acquire, own, or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Leased Property or any interest therein.

34. TAX INCREMENT BONDS. The Owner, by its execution of this Lease, does hereby represent, warrant, and covenant with the Authority that subsequent to the date hereof neither it nor any "related person", as defined by Section 103(b)(6)(C) of the Internal Revenue Code of 1954, as amended (the "Code") to it, will commit any act or omit to do any act which could cause the tax increment bonds issued to become taxable pursuant to Section 103 of the Code.

35. NO SUBORDINATION OF TITLE TO THE LEASED LAND. Leasehold Mortgage Financing documents and Lender Agreements shall be structured so that the same are not under Wisconsin law an indebtedness of the Authority or the City. Notwithstanding any provision expressly or inferentially to the contrary contained herein, the Authority and the City are not obligated to subordinate or subject their interest in the leased real property to any Leasehold Mortgage.

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

ATTEST:

B. Brulewski

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY, WISCONSIN

BY: *John J. ...*

APPROVED BY:

ATTEST:

J. L. ...

CITY OF GREEN BAY, WISCONSIN

BY: *Samuel J. Kallou ...*

ATTEST:

Neal Smith Exec. V.P.

MUNZ CORPORATION

BY: *Richard W. Munz* Pres.

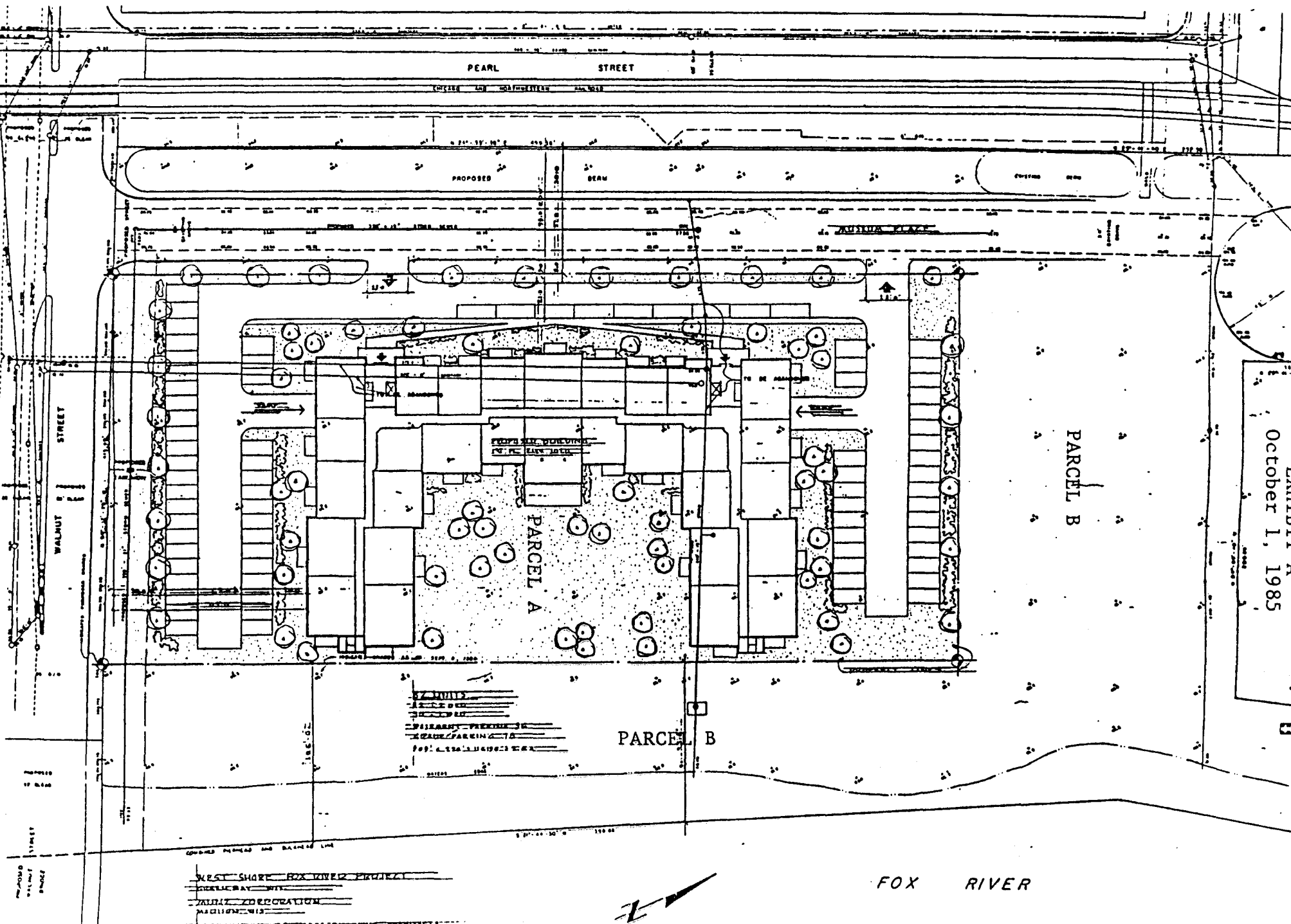
ATTEST:

Neal Smith

WEST SHORE-85 LIMITED PARTNERSHIP

BY: *Richard W. Munz*

EXHIBIT A
October 1, 1985



FOX RIVER

EXHIBIT B

DESCRIPTION OF PROPERTY TO BE LEASED
TO WEST SHORE-85 LIMITED PARTNERSHIP
(Parcel A)

That part of Lots 1, 2, 3, 4, 5, 6, 7, 8, and A of ORIGINAL SURVEY OF FORT HOWARD; Lots 1, 2, and 3, and that part of the 3 foot strip lying south of said Lot 1, all in Block A, Desnoyer's Addition; and part of Private Claim No. 1, West Side of Fox River and former Water Street right of way lying northerly of Walnut Street, all in the City of Green Bay, Brown County, Wisconsin being more particularly described as follows: Commencing at the southwest corner of Lot 3, Dousman's Addition, City of Green Bay and running thence S. 25°-41'-40" W. along the east line of Pearl Street 180.00 feet; thence along said east line S. 24°-33'-36" W. 499.56 feet to the north line of Walnut Street; thence along said north line S. 64°-12'-29" E. 86.76 feet to the point of beginning; thence along the arc of a 12.00 foot radius curve to the right 18.59 feet, said curve having a chord which bears N. 19°-49'-26.5" W. 16.79 feet to a point on a line 75.00 feet easterly of and parallel to said east line of Pearl Street; thence N. 24°-33'-36" E. along said parallel line 484.26 feet; thence S. 65°-26'-24" E. 231.18 feet; thence S. 24°-46'-20" W. 500.94 feet to said north line of Walnut Street; thence N. 64°-12'-29" W. 217.64 feet to the point of beginning.

EXCEPT therefrom a permanent easement and right of way including the perpetual right to enter upon the southerly 25.00 feet of the above-described parcel at any time that it may see fit and construct, maintain and repair underground pipelines and/or wires or cables and necessary appurtenances for the purposes of conveying sewage and water and/or transmitting public utility signals over, across, through, and under said southerly 25.00 feet, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or wires or cables, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or wires or cables, and necessary appurtenances, over said southerly 25.00 feet.

ALSO subject to easements of record.

DESCRIPTION OF PROPERTY TO BE RETAINED
BY THE CITY OF GREEN BAY
(Parcel B)

That part of Lot 3, Block A, Desnoyer's Addition; Lots 1 and 2, Dousman's Addition; former Water Street right-of-way; and the land between Lots 2 and 3, said Dousman's Addition, City of Green Bay, Brown County, Wisconsin being more particularly described as follows: Commencing at the southwest corner of said Lot 3, Dousman's Addition and running thence S. 25°-41'-40" W. along the east line of Pearl Street 15.93 feet; thence S. 64°-09'-40" E. 122.00 feet to the point of beginning; thence continuing S. 64°-09'-40" E. 272.88 feet to a point on the combined pierhead-bulkhead line along the West Bank of the Fox River; thence along said pierhead-bulkhead line S. 35°-01'-56" W. 166.70 feet to control point "J"; thence S. 21°-44'-50" W. 598.86 feet to the north line of Walnut Street; thence N. 64°-12'-29" W. along said north line 111.00 feet; thence N. 24°-46'-20" E. 500.94 feet; thence N. 65°-26'-24" W. 231.18 feet to a point on a line 75.00 feet easterly of and parallel to said east line of Pearl Street; thence along said parallel line N. 24°-33'-36" E. 4.43 feet; thence N. 25°-41'-40" E. 116.03 feet; thence N. 70°-41'-40" E. 66.48 feet to the point of beginning.

Subject to easements of record.

EXHIBIT C

LEASE CLOSING PROCEDURES AND REQUIREMENTS

A. The Authority shall designate December 1, 1985 as the effective date of the Lease Agreement pursuant to Part II of this Agreement, notwithstanding any other provisions of this Agreement to the contrary, except with respect to the determination of the dates for rent payments and the calculation of the term of the lease, (which shall be as of February 1, 1986). Transfer of possession shall be acknowledged by the Authority and the Redeveloper in writing.

B. On or before the date of execution of this lease by all parties (the closing date) the Authority shall have caused a title insurer reasonably acceptable to the Redeveloper (herein called the "Title Company"), to deliver to the Redeveloper a binder for an Owner's Policy of Title Insurance (ALTA Form B-1970) (hereinafter called the "Owner's Policy") in an amount reasonably determined by the Redeveloper which will insure that, subject to recording the Memorandum of Lease, there will be vested in Owner title to the leasehold estate in the Leased Property, which binder shall provide that the Owner's Policy shall not include any so called "standard exceptions" whether for unfilled mechanics' liens, survey matters, tenants and possession or otherwise, but shall include, to the extent requested by the Redeveloper, extended coverage and endorsements insuring that the Leased Property is contiguous to the dedicated streets adjoining thereon, subject to the terms of the Lease Agreement, upon recording the Memorandum of Lease, and to agree to increase the amount of such Owner's Policy at its usual premium upon the completion of improvements on the Leased Property in an amount up to the value of the Leased Property including all improvements thereon.

C. The zoning of the Leased Property shall be adequate to permit said tracts to be used for the purposes provided by this Agreement.

D. The Authority shall deliver to the Redeveloper copies of all relevant zoning ordinances and all approvals thereunder, certified by the Clerk of the appropriate governmental agency or entity.

E. All required governmental approvals, including but not limited to a complex source air permit (if required), water management permit and any other environmental approvals, and any necessary building permits, in connection with the construction to be performed by the Authority and the Redeveloper under this Agreement, shall have been obtained or shall be obtainable from the appropriate governmental authorities, and that such attorney as may be reasonably satisfactory to the Redeveloper, shall have rendered a legal opinion in form and substance to such effect.

F. The Authority shall have complied with all subdivision and other permits and approvals, if any, applicable to splitting any portion of the Leased Property from any larger tract of land.

G. Real estate taxes with respect to the Leased Property due and payable prior to or during the year in which the closing occurs shall be prorated with the Authority responsible for all such taxes imposed prior to closing and the Owner responsible for all such taxes imposed subsequent to closing. The Authority is not presently aware of any special assessment effecting the Leased Property and none of the expenses of performing the Authority's obligations under this Agreement including, but not limited to, the obligations under Part I of this Agreement shall be assessed as special assessments or otherwise against the Leased Property.



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

MEETING DATE

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a three-month extension to the planning option to 33 Investments LLC for 101 & 109 N. Adams Street and 227 E. Walnut Street, formerly known as the Schauer & Schumacher Buildings.

BACKGROUND

In June 2023, RDA awarded a four-month planning option to 33 Investments, LLC for the redevelopment of the commonly known Schauer & Schumacher buildings located at 101 and 109 N. Adams Street and 227 E. Walnut Street. A two-month extension was granted by staff in October.

The proposed reuse of the 109 N. Adams Street building includes six market-rate housing units to be located on floors two and three, office space on the first floor, and a speakeasy style lounge in the basement level. The proposed reuse of the 227 E. Walnut Street building includes a private event business that would cater to weddings, corporate and community events, and non-profits.

Since the initial approval of the planning option, the developer has received quotes from several contractors and secured an investor for the event businesses. Staff continues to meet with the developers to provide guidance and support the advancement of the project. The developers are now working to secure financing for building renovation.

The developers are requesting a three-month extension to the planning option to give them the additional time needed to secure financing.

RECOMMENDATION

To approve the three-month planning option extension to 33 Investments, LLC for 109 N. Adams Street and 227 E. Walnut Street.

FISCAL IMPACT**ATTACHMENTS**

1. Extension Request 2
2. GIS

Ronda Bitney

From: Brad Schneider <bradschn@gmail.com>
Sent: Thursday, November 30, 2023 10:02 PM
To: Ronda Bitney
Subject: 33 Investments request for extension

Good Evening Ronda

We are writing to you and the RDA to officially ask for a three month extension for our planning agreement that includes the properties at Adams and Walnut.

As of today we have completed drawings for both buildings, have received 6 quotes from local contractors and secured an investor for the businesses that will be housed in these buildings. The final step is securing an investor and financial institution for the build out. Current quotes are coming back in the 5 to 6 million dollar range for full rehab. To make this work we need strong financial backers. We have several such people and institutions interested, we just need to close the deal.

With interest rates being what they currently are we need to be very strategic on our financing package, and this takes time. Every step we have taken so far keeps pointing us in the direction that shows us this project can work and be sustainable. We sincerely hope you will grant us this three month extension so we have every opportunity to see this project to the finish line. Thank you again for all of your help and for the opportunity to bring these two awesome buildings back to life.

--

Brad Schneider
920-750-0434
bradschn@gmail.com



Part of Brown County WI

Map printed on 6/7/2023

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

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action to approve a three-month extension to the planning option for the property located at 929 N. Broadway to NeighborWorks Green Bay.

BACKGROUND

The parcel located at 929 N. Broadway was transferred to the RDA as City Surplus for the purpose of creating single-family, owner-occupied housing. In September, a six-month planning option was awarded to NeighborWorks Green Bay for the development of a three-bedroom, two-bath, single-family home with a two-car garage.

During the six-month period, NeighborWorks Green Bay worked on their design and pro forma. NeighborWorks Green Bay will be meeting with a potential Adopt-a-Home partner to discuss these plans during the month of December.

The developer is requesting a three-month extension to the planning option to further discuss plans with the potential funding partner.

RECOMMENDATION

To approve a three-month extension to the planning option for the property located at 929 N. Broadway to NeighborWorks Green Bay.

FISCAL IMPACT**ATTACHMENTS**

- I. Green Bay_929 N Broadway_Planning Option Extension_2023 | 128

November 28, 2023

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Planning Option Request at 929 N. Broadway, Parcel 18-502, Green Bay, WI

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay (NWGB) is seeking a three-month planning option extension with the Redevelopment Authority of Green Bay (RDA) for the 929 N. Broadway site (Parcel ID 18-502). The property is currently zoned R1-Low Density Residential.

This request is being made to allow NWGB to continue design and construction documentation for a new, owner-occupied, 3-bedroom, 2-bath, single-family home with a 2-car garage along the City's northwest corridor. (See attached preliminary site plan/vicinity map and exterior elevations of the area under review).

As part of our ongoing research at this site, we intend to request project financing through our donor-supported Adopt-A-Home™ program. We also may seek other community resources as needed to address project gaps.

Thank you for your consideration.

Sincerely,



David Erickson, RA

Director of Real Estate Development
NeighborWorks Green Bay
Email david@nwgreenbay.org

NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.

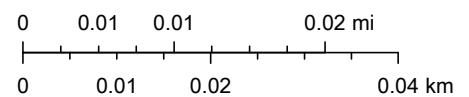
City of Green Bay Web Map



8/31/2023, 2:40:43 PM

- Property Hook
- Parcel Line
- Block boundary
- Bulkhead Line
- Historic Parcel Line (20' under)
- Hydrography
- Lines between deeds or lots (20' dashed)
- Lot boundary
- Meander line
- Original Right of Way

1:1,128



County of Brown, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Brown County Municipalities, Brown County, Brown County WI, Mike Hronek

Web AppBuilder for ArcGIS

County of Brown, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Brown County WI | USGS | Brown County | Mike Hronek | Brown County Municipalities |



GREEN BAY

NEW SINGLE FAMILY
RESIDENCE

v.1

929 N. Broadway
Green Bay, WI 54303
Parcel 18-502

NOT FOR CONSTRUCTION

ISSUE DATE: 5/25/2023
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY



929 N. BROADWAY
GREEN BAY, WI
PROJECT NAME

SITE PLAN

SHEET NAME

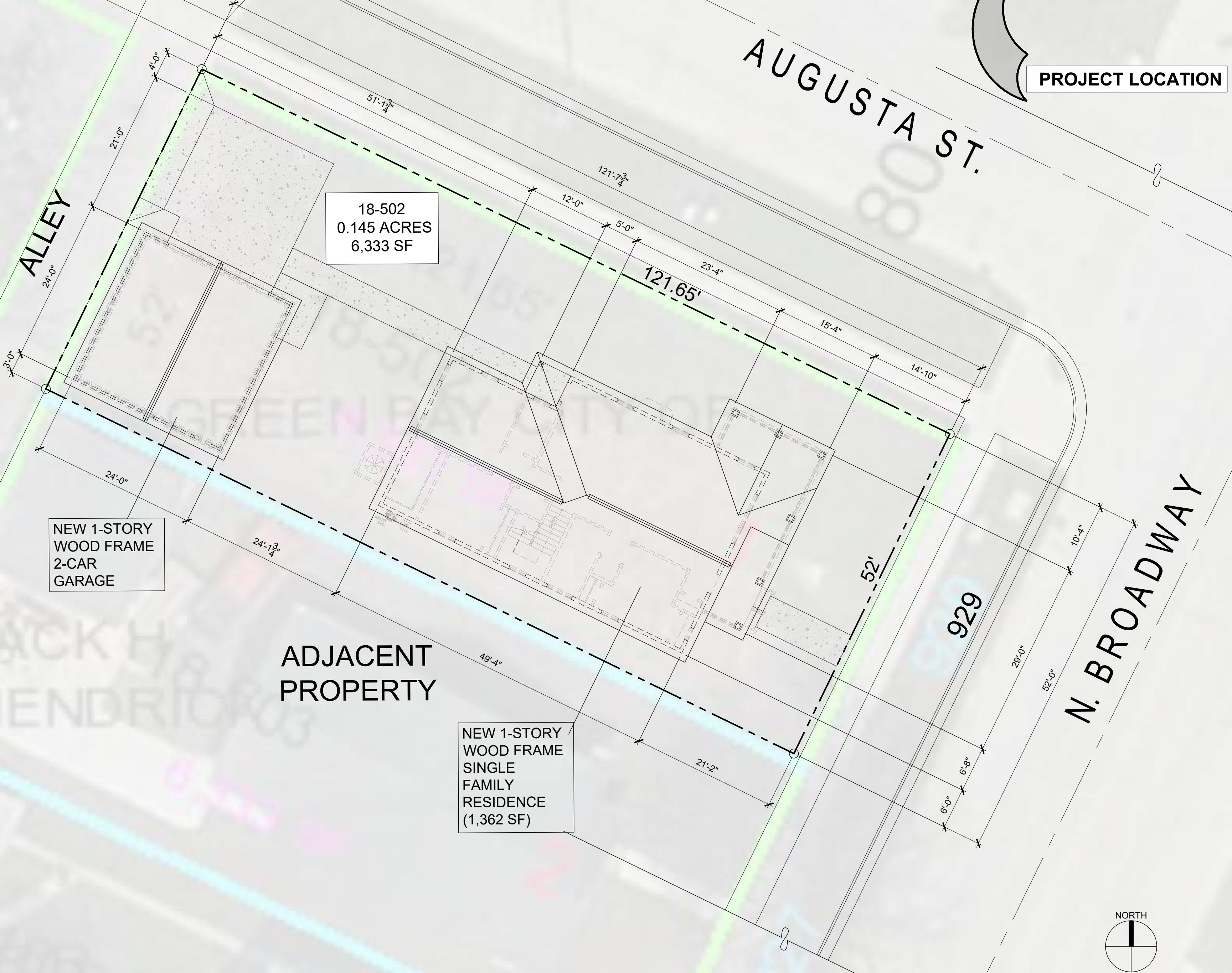
PROJECT NUMBER: -

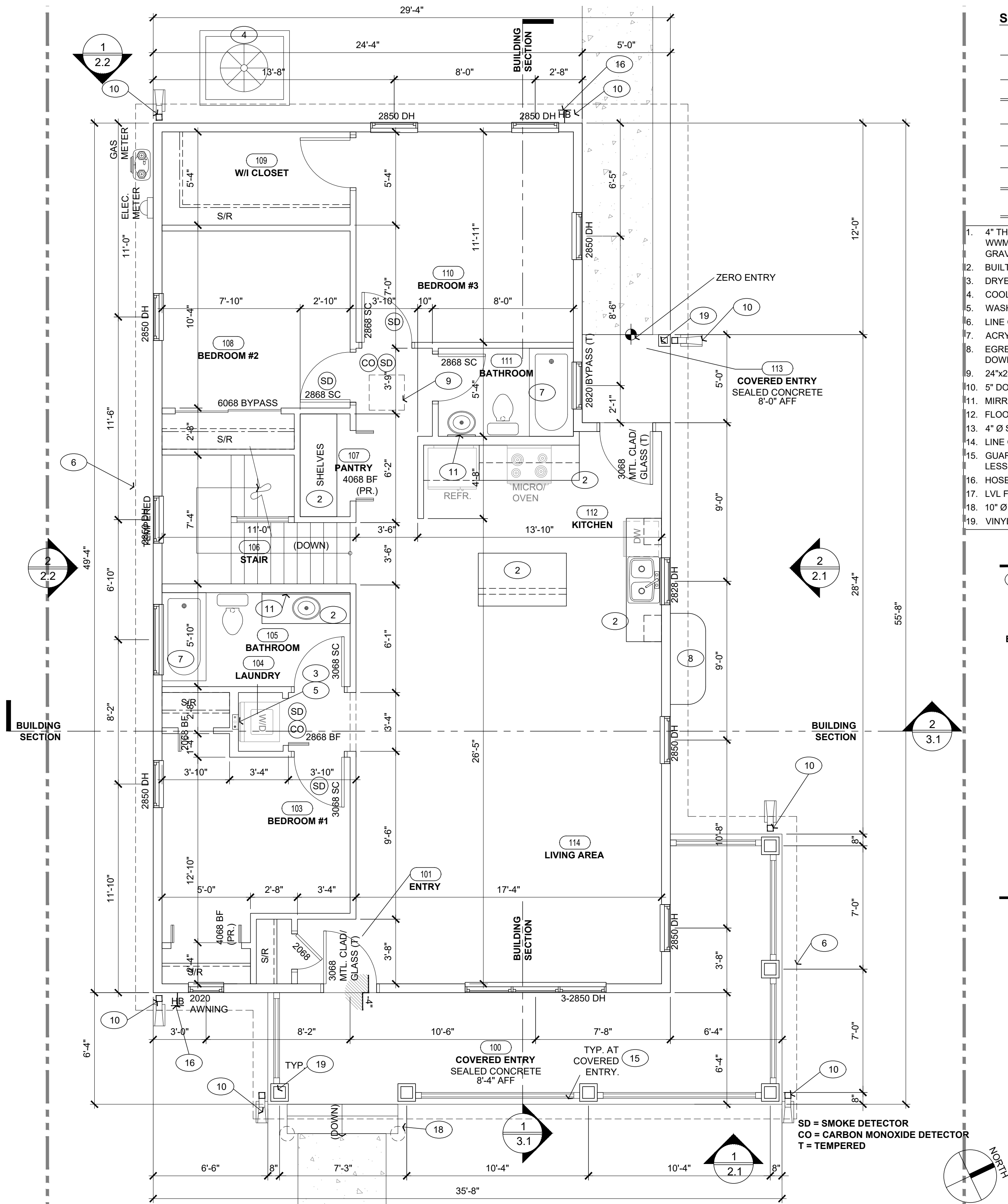
DRAWN BY: DE CHECKED BY: TD

SCALE: 1" = 20'

0.2

SHEET NUMBER





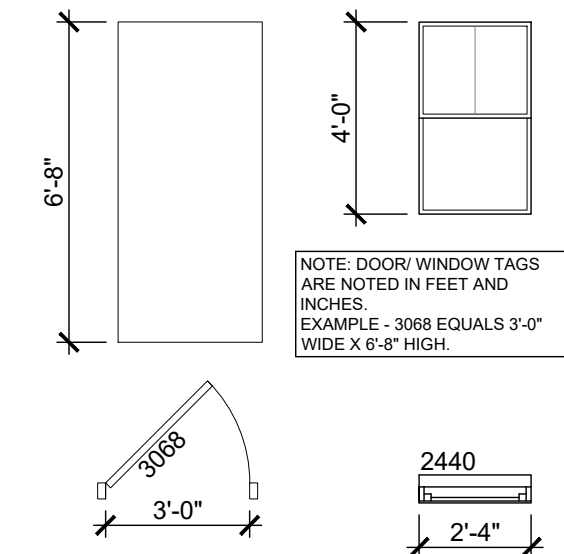
SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	1,362.0 SQ. FT.
LOWER LEVEL A/C	0.0 SQ. FT.
TOTAL A/C	1,362.0 SQ. FT.
LOWER LEVEL NON A/C	1,362.0 SQ. FT.
PORCHES NON A/C	165.0 SQ. FT.
GARAGE NON A/C	576 SQ. FT.
TOTAL NON A/C	2,103.0 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	3,465.0 SQ. FT.

- 4" THICK CONCRETE PAD. PROVIDE 6x6 W1.4xW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
- BUILT-IN MILLWORK.
- DRYER VENT TO OUTSIDE.
- COOLING UNIT ON PAD BY HVAC CONTRACTOR. WASHER / DRYER CONNECTION.
- LINE OF ROOF OVERHANG ABOVE.
- ACRYLIC TUB/SHOWER
- EGRESS WELL. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
- 24"x24" ATTIC ACCESS PANEL ABOVE.
- 5" DOWNSPOUT W/ SPLASHBLOCK AT FINISH GRADE.
- MIRROR.
- FLOOR DRAIN.
- 4" Ø STEEL POST AND 24"x24"x8" D. FOOTING.
- LINE OF CONTINUOUS 16" W. x 8" D. FOOTING.
- GUARDRAIL. (OMIT IF FLOOR TO GRADE DISTANCE IS LESS THAN 24".)
- HOSE BIBB.
- LVL FLUSH HEADER AT OPENING.
- 10" Ø COLUMN FOOTING(S) AT BOTTOM OF STAIR, TYP.
- VINYL COLUMN WRAP.

KEY NOTES

- (X) REFERENCED BY THIS SYMBOL.
NOTE: NOT ALL NOTES APPLY TO THIS SHEET.
- (106) ROOM NUMBER.
BATHROOM ROOM NAME.
LVP FLOOR FINISH.



TAG LEGEND

- EGRESS WINDOW NOTES:**
- WINDOW SHALL BE OPERABLE.
 - WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
 - WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
 - THE MINIMUM OPENING OF THE WINDOW SHALL BE 5.7 S.F. AT THE GROUND FLOOR.
- * EMERGENCY EGRESS
ONE SASH OF THIS GROUP MUST BE EQUIPPED WITH EMERGENCY EGRESS HARDWARE TO COMPLY WITH GOVERNING FIRE AND BUILDING CODES.

NOTE - COORDINATE DOOR STYLES, DOOR/WINDOW HEAD/JAMB/SILL DETAILS & OTHER ARCHITECTURAL FEATURES WITH OWNER/DESIGNER. (TYP.)

- GENERAL NOTES**
- ALL INTERIOR PARTITIONS TO BE 2x4 WOOD STUDS @ 16" O.C. W/ ½" GYPSUM WALLBOARD.
 - ALL HEADERS TO BE 2 PLY 2x10 # D.F. OR BETTER UNLESS OTHERWISE NOTES.



GREEN BAY

NEW SINGLE FAMILY RESIDENCE

v.1

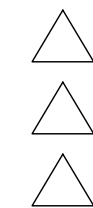
929 N. Broadway
Green Bay, WI 54303
Parcel 18-502

NOT FOR CONSTRUCTION

ISSUE DATE: 9/30/2023
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY



929 N. BROADWAY
GREEN BAY, WI

PROJECT NAME

MAIN LEVEL
FLOOR PLAN

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: 1/4" = 1'-0"

1.1

SHEET NUMBER



GREEN BAY

NEW SINGLE FAMILY
RESIDENCE

v.1

929 N. Broadway
Green Bay, WI 54303
Parcel 18-502

NOT FOR CONSTRUCTION

ISSUE DATE: 5/25/2023
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

929 N. BROADWAY
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

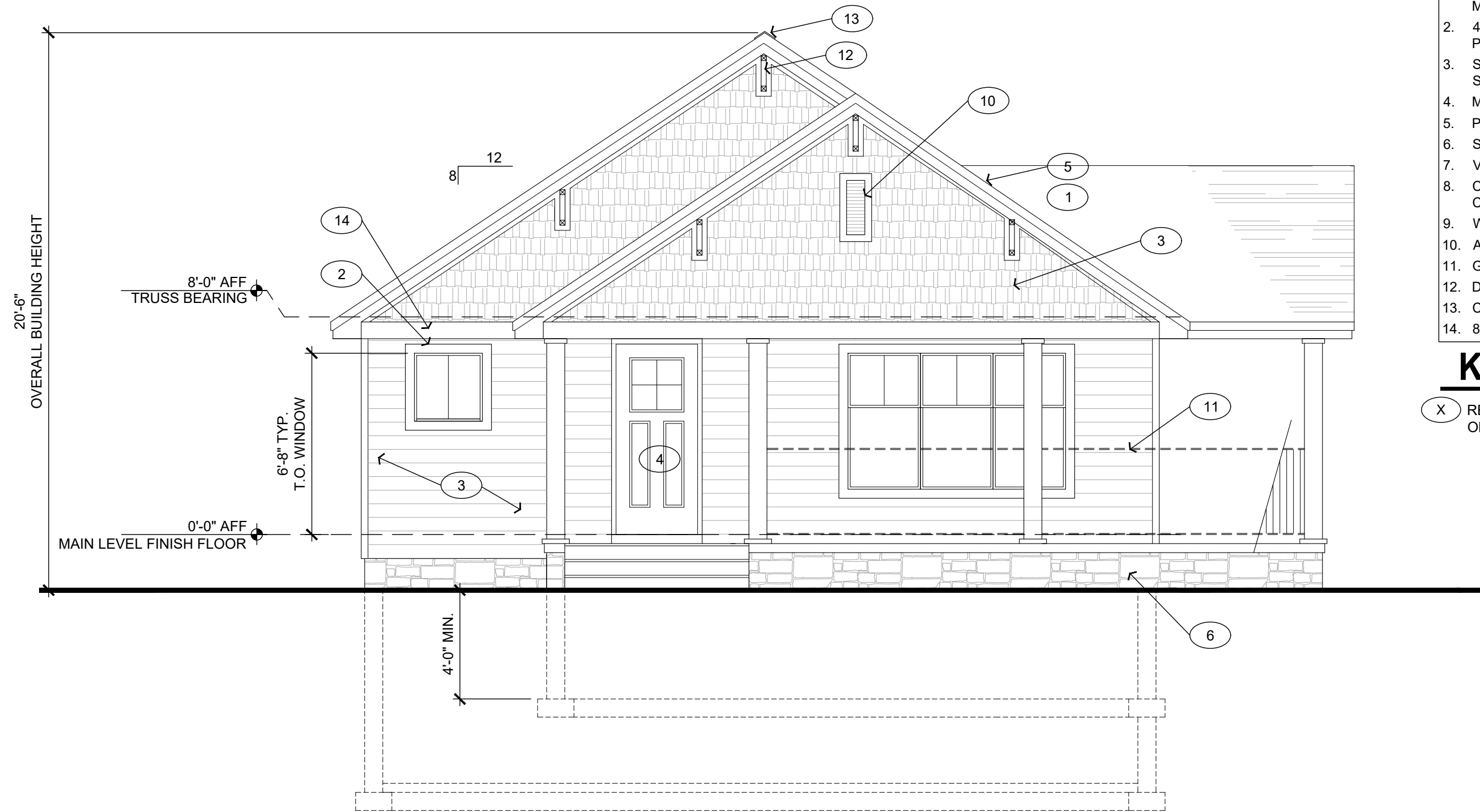
2.1

SHEET NUMBER

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. SYNTHETIC STONE VENEER.
7. VINYL COLUMN WRAP.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. WOOD STAIR.
10. ATTIC VENT.
11. GUARDRAIL @ 42" AFF.
12. DECORATIVE BRACKETS.
13. CONTINUOUS RIDGE VENT.
14. 8" TRIM. PAINT.

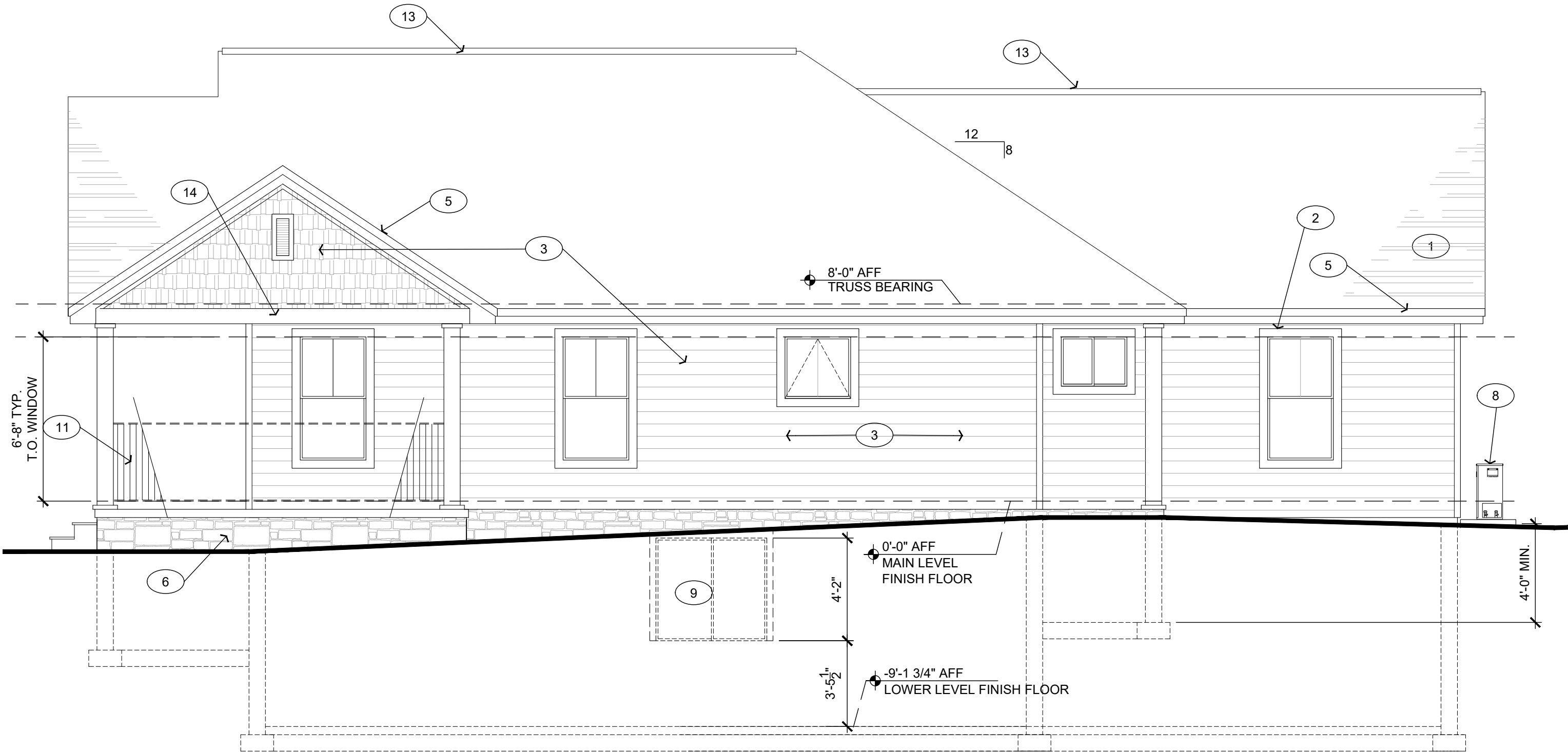
KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY



1 FRONT ELEVATION

1/4" = 1'-0"



2 SIDE ELEVATION

1/4" = 1'-0"

NEW SINGLE FAMILY
RESIDENCE

V.1

929 N. Broadway
Green Bay, WI 54303
Parcel 18-502

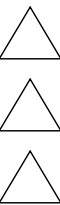
NOT FOR CONSTRUCTION

ISSUE DATE: 5/25/2023

ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY



929 N. BROADWAY

GREEN BAY, WI

PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

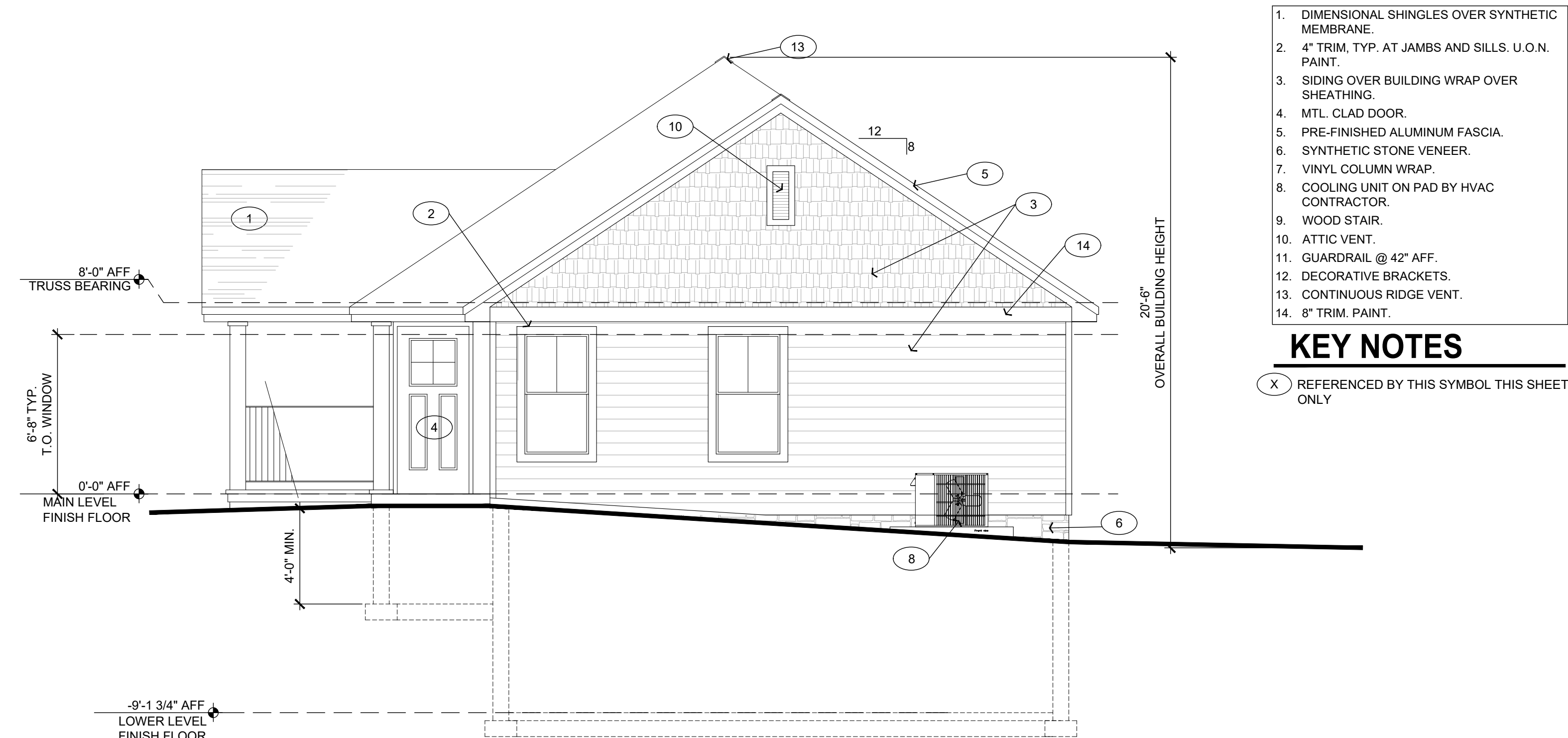
PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

2.2

SHEET NUMBER



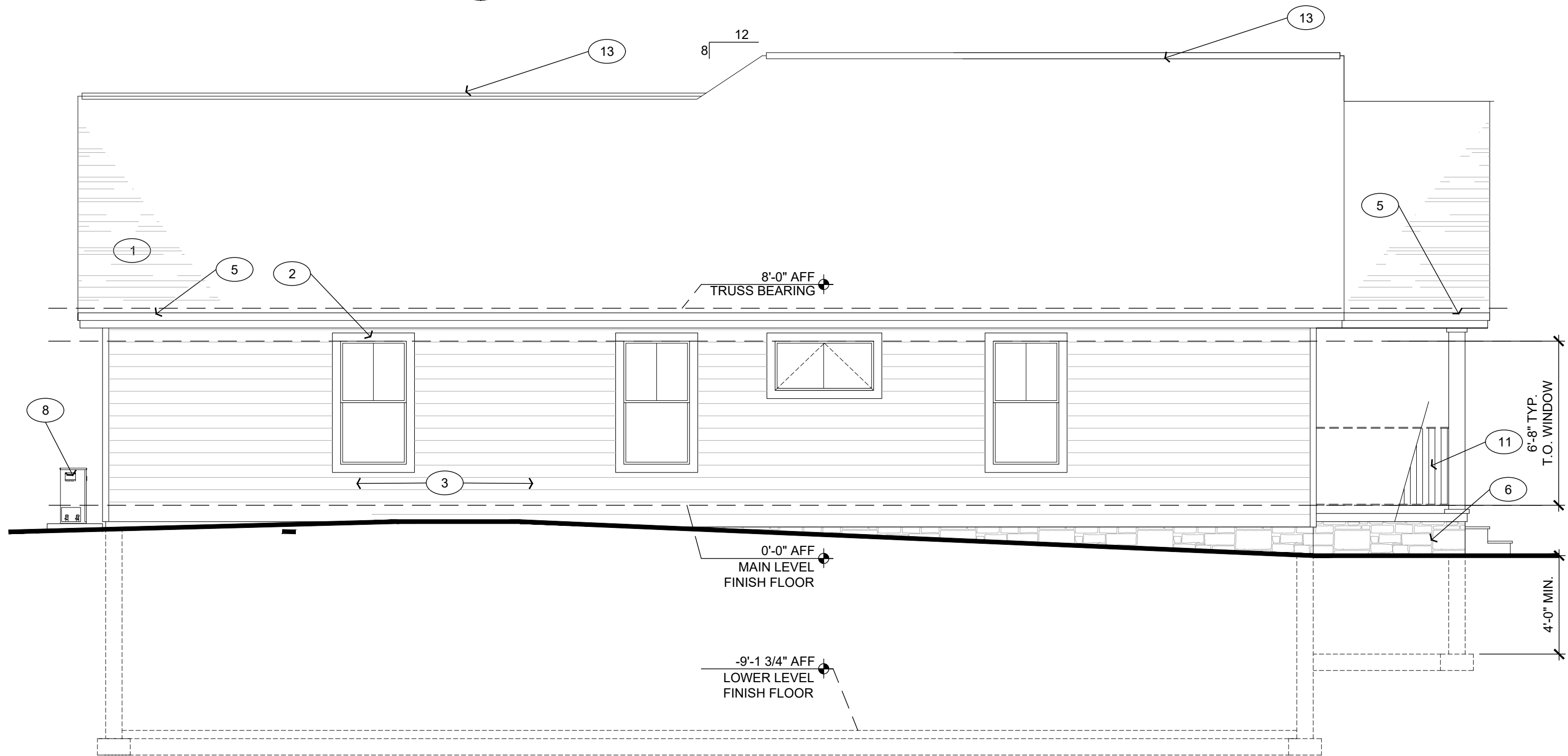
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KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY

REAR ELEVATION

1/4" = 1'-0"



SIDE ELEVATION

1/4" = 1'-0"



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to approve a three-month extension to the planning option for RDA-owned property located on the 400 block of Fourth Street (parcels 2-176, 2-177, 2-178, 2-178-A) to NeighborWorks Green Bay.

BACKGROUND

In December 2022, RDA approved a planning option to NeighborWorks Green Bay for the development of 10 townhomes to be located on four RDA-owned parcels located on the 400 Block of Fourth Street. Neighborworks Green Bay has since updated their plans and are now considering developing 11 townhomes. Each unit would consist of two bedrooms, two baths, and a one-car garage. Units will be marketed for sale with three of the units set aside for buyers below 80% area median income (AMI).

The developer has continued to work with staff, and is making progress on the site plan, building design, and pro forma. Two three-month extensions have been approved to date, and the developer is requesting a third three-month extension. During the month of December, the developer will meet with their asset management committee and Board of Directors to further discuss the overall project design, viability, and next steps to sign a development agreement.

RECOMMENDATION

To approve a three-month extension to the planning option for RDA-owned property located on the 400 block of Fourth Street (parcels 2-176, 2-177, 2-178, 2-178-A) to NeighborWorks Green Bay.

FISCAL IMPACT

ATTACHMENTS

1. CGB RDA Planning Option Extension 3_4th Street Townhomes_
2. 4th and Chestnut GIS

November 28, 2023

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Planning Option Extension Request at Parcels 2-176, 2-177, 2-178, 2-178-A

Dear Ms. Bitney and Members of the Authority,

As part of our ongoing efforts related to the 4th Street Multi-Family project, NeighborWorks Green Bay is requesting a three-month extension of our current planning option.

During the planning option period for this project, we have continued to develop our design and budget through discussion with internal committees, our construction partner, and the City of Green Bay to ensure a viable project is ready to serve the housing needs within the City of Green Bay in the near future.

If you need additional information or documentation from our team on this topic, please let me know and I can follow-up as needed.

Thank you for your consideration.

Sincerely,



David W. Erickson, RA

Director of Real Estate Development
NeighborWorks Green Bay
Email david@nwggreenbay.org

NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.

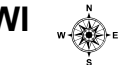


This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 11/28/2023

1:1,200
1 inch = 100 feet*
1 inch = 0.0189 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





2 REAR ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

4th Street MULTI-FAMILY
DEVELOPMENT
v.8 - (11) 2b/2ba Units
Green Bay, WI 54301
Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 4/10/2023
ISSUED FOR: BID/REVIEW
REVISION LOG

© NEIGHBORWORKS GREEN BAY

- △
- 2 REVISE ROOF PLAN AND EXTERIOR ELEVATIONS
- △

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS -
BUILDING C
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

2.3
SHEET NUMBER



Part of Brown County WI

Map printed on 12/2/2022

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
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- Right of Way line
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- Vacated Right of Way

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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

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a one-year development agreement for three parcels located at 1132 Harvey Street, 1151 Reber Street, and 1008 Smith Street to Greater Green Bay Habitat for Humanity for the development of three single-family, owner-occupied, affordable homes.

BACKGROUND

The Redevelopment Authority acquired the parcels located at 1132 Harvey Street, 1151 Reber Street, and 1008 Smith Street for the purpose of creating single-family, owner-occupied housing. The properties were purchased with Neighborhood Enhancement Fund dollars. Each parcel is zoned R1-Low Density Residential Housing.

Greater Green Bay Habitat for Humanity has submitted a proposal for each parcel:

- 1132 Harvey Street - The developer proposes constructing a 1.5-story home with a one-car detached garage. The proposed home will have two-to-four bedrooms and one-to-two bathrooms. Habitat is requesting to purchase the lot for \$17,500.
- 1151 Reber Street - The developer proposes constructing a one-story home with a one-car detached garage. The proposed home will have two-to-four bedrooms and one-to-two bathrooms. Habitat is requesting to purchase the lot for \$16,900.
- 1008 Smith Street - The developer proposes constructing a one-story home with a one-car detached garage. The proposed home will have two-to-four bedrooms and one-to-two bathrooms. Habitat is requesting to purchase the lot for \$17,300.

Each home is proposed to be single-family and owner-occupied. Future homeowners will be low-to-moderate income (LMI) individuals and families who meet 30%-80% of the Area Median Income (AMI) that will meet the need for housing, ability to re-pay the mortgage, and willingness to partner.

The developer is requesting a one-year development agreement for each parcel.

RECOMMENDATION

To approve a one-year development agreement for three parcels located at 1132 Harvey Street, 1151 Reber Street, and 1008 Smith Street to Greater Green Bay Habitat for Humanity for the development of three single-family, owner-occupied, affordable homes.

FISCAL IMPACT

ATTACHMENTS

1. 3rd 1132 Harvey Street
2. 1132 Harvey GIS
3. 3rd 1151 Reber Street
4. 1151 Reber GIS
5. 3rd 1008 Smith Street
6. 1008 Smith GIS

Request for Lot Acquisition

**1132 Harvey Street
Green Bay, WI 54302 08/18/23**

Submitted to:

Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Request for Proposal Outline:**1. Developer Name:**

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Primary Points of Contact:

Brenda Schwechler
Family Services Director
920-593-5780

John Stindt
Construction Project Manager
920-593-3921

2. Investment: Describe the Project

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a 1 1/2 story home with a single stall detached garage at 1132 Harvey Street Green Bay, WI 54302. The current neighborhood consists of 1 1/2 story homes with detached garages. Habitat is requesting to purchase the lot at \$17,500. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to re-pay a mortgage, and willingness to partner. The proposed home will be 2/4 bedrooms and 1/2 bathrooms. We are anticipating that sanitary, storm and water are available. If any of these are found to be absent from the site HOME funds will be requested for installation. HOME FUNDS may also be requested for the project to support construction costs and gaps in affordability.

3. Scope of New Construction:

The proposed house is a s1 1/2 story home with a detached garage. The house is estimated to have two bedrooms and one full bathroom on the first floor and possibly one to two bedrooms and a full or half bath in the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and board and batten siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. The exterior doors will be white vinyl.

4. Capacity: Timetable of Construction Activity

- November 2023 - Request for Lot Acquisition for the properties
- December 2023 - RDA Approval & Lot Purchase/transfer
- January 2024 - GGBHFH planning/permits obtained
- March/April 2024 - Construction to start/Excavation
- April - August 2024 - Construction
- August 2024 - Certificate of Occupancy, Dedication

5. Financials

Greater Green Bay Habitat for Humanity receives funding through donations and homeowner mortgage payments. Mortgages are based on the financial capability of the approved family. Habitat is proposing a purchase price of \$0 and will be requesting additional HOME FUNDS to cover gaps in the cost of construction from the standard homes we build to the design of the home to fit on this property.

6. Contractor's Qualifications and Experience

Greater Green Bay Habitat for Humanity has been building homes in Brown County since 1987. In those 36 years, Habitat has dedicated 132 homes. Habitat has been working with the Redevelopment Authority since 2015 to secure funding to assist in the construction of new homes for LMI individuals.

Greater Green Bay Habitat for Humanity aims to construct 8-10 new homes per year with immediate placement of qualified families. Habitat for Humanity is also considering a program designed to recover usable items during home renovations that can be sold in the Restore. Both of these programs have financial constraints that limit our capabilities.

Habitat employs one full time Construction Manager. He is responsible for the planning, coordination of contractors, vendors and build scheduling. Habitat employs two full time Construction Coordinators that are responsible for the day to day functions on the build site. The Construction staff maintain their contractor qualifier certification. Habitat also has numerous volunteers that help with the construction of single story homes to help offset some of the construction costs.

All homes are built to meet or exceed the minimum construction standards required by building code and are energy efficient. Greater Green Bay Habitat for Humanity does not discriminate against race, color, creed, religion, national origin, sexual orientation, marital status, disability, or family status. Habitat seeks competitive pricing in order to minimize the costs to the future homeowner. Here are some of the consistent contractors that are used.

Excavator	AG Excavating
Roofing	Security Luebke Roofing Advance Roofing and Siding
Foundation work	Jacobs Brothers
Plumbing	Jim Cornell Plumbing
Heating and Cooling	Hurckman Heating and Cooling
Electrical	Nickel Electric
Concrete Flatwork	Loch Construction Brian's Quality Concrete
Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Brenda Schwechler
Family Services Director

John Stindt
Construction Project Manager

Attached:

- Basic house description
- Build Plans: 2/4 bedroom, 1/2 bathroom home

Request for Lot Acquisition

**1151 Reber Street
Green Bay, WI 54302 11/14/23**

Submitted to:

Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Request for Proposal Outline:**1. Developer Name:**

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Primary Points of Contact:

Brenda Schwechler
Family Services Director
920-593-5780

John Stindt
Construction Project Manager
920-593-3921

2. Investment: Describe the Project

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a 1 story home with a single stall detached garage at 1151 Reber Street Green Bay, WI 54302. The current neighborhood consists of mixed homes with detached garages.

Habitat is requesting to purchase the lot at \$16,900. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to re-pay a mortgage, and willingness to partner. The proposed home will be 2/4 bedrooms and 1/2 bathrooms. We are anticipating that sanitary, storm and water are available. If any of these are found to be absent from the site HOME funds will be requested for installation. HOME FUNDS may also be requested for the project to support construction costs and gaps in affordability.

3. Scope of New Construction:

The proposed house is a 1 story home with a detached garage. The house is estimated to have two bedrooms and one full bathroom on the first floor and possibly one to two bedrooms and a full or half bath in the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and board and batten siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. The exterior doors will be white vinyl.

4. Capacity: Timetable of Construction Activity

- November 2023 - Request for Lot Acquisition for the properties
- December 2023 - RDA Approval & Lot Purchase/transfer
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Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Brenda Schwechler
Family Services Director

John Stindt
Construction Project Manager

Attached:

- Basic house description
- Build Plans: 2/4 bedroom, 1/2 bathroom home



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Part of Brown County WI

Map printed on 11/30/2023

1:480

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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

Request for Lot Acquisition

**1008 Smith Street
Green Bay, WI 54302 11/14/23**

Submitted to:

Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Request for Proposal Outline:**1. Developer Name:**

Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Primary Points of Contact:

Brenda Schwechler
Family Services Director
920-593-5780

John Stindt
Construction Project Manager
920-593-3921

2. Investment: Describe the Project

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a 1 story home with a single stall detached garage at 1008 Smith Street Green Bay, WI 54302. The current neighborhood consists of mixed homes with detached garages. Habitat is requesting to purchase the lot at \$17,3000. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to re-pay a mortgage, and willingness to partner. The proposed home will be 2/4 bedrooms and 1/2 bathrooms. We are anticipating that sanitary, storm and water are available. If any of these are found to be absent from the site HOME funds will be requested for installation. HOME FUNDS may also be requested for the project to support construction costs and gaps in affordability.

3. Scope of New Construction:

The proposed house is a 1 story home with a detached garage. The house is estimated to have two bedrooms and one full bathroom on the first floor and possibly one to two bedrooms and a full or half bath in the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and board and batten siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. The exterior doors will be white vinyl.

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Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Brenda Schwechler
Family Services Director

John Stindt
Construction Project Manager

Attached:

- Basic house description
- Build Plans: 2/4 bedroom, 1/2 bathroom home



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

MEETING DATE

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.6

Consideration with possible action to approve a one-year hold harmless agreement with On Broadway, Inc. for the site located at 164 N. Broadway to be used for community events.

BACKGROUND

The RDA has previously approved an annual hold harmless agreement for On Broadway, Inc. to use the site located at 164 N. Broadway. OBI uses this green space to hold community events such as the Wednesday Farmers' Markets, Christkindl Market, and pop-up art installations.

On Broadway, Inc. is requesting an extension of their one-year existing hold harmless agreement through 2024 so that they can continue to hold community events at this location.

RECOMMENDATION

Staff recommends approval for a one-year hold harmless agreement with On Broadway, Inc. for the site located at 164 N. Broadway to be used for community events.

FISCAL IMPACT

ATTACHMENTS

1. RDA Request - Red Sculpture Park
2. 164 N Broadway GIS



November 8, 2023

Board of Directors

Barb LaMue
President

Kasha Huntowski
Secretary

Dru Carney
Treasurer

Gail McNutt
Past President

Garritt Bader
Linda Bova
Tommy Everman
Ryan Krumrie
Jackie Krutz
Ryan Martin
Heather Mueller
Brad Toll
Chad VanHandel
Manny Vasquez
Ken Wachter

Brian Johnson
Executive Director

On Broadway, Inc.
340 N Broadway, Suite 165
Green Bay, WI 54303

Ph. (920) 437-2531
info@onbroadway.org

downtowngreenbay.com

Chairman Gary Delveaux
Green Bay Redevelopment Authority
100 North Jefferson Street
Green Bay, WI 54301

Chairman Delveaux:

On behalf of On Broadway, Inc., I would like to request an extension of one-year to our existing agreement to utilize parcel 4-61, otherwise known as 164 N Broadway, through Dec. 31, 2024.

On Broadway has enjoyed our relationship with the Redevelopment Authority and City of Green Bay to activate this parcel for the benefit of the community. We have used it for events such as the Farmers' Market on Broadway and Christkindlmarket, as well as pop-up art installations such as a piano and temporary sculptures.

Extending our agreement for the entire year avoids having to come before this body to make multiple requests throughout the year.

We hope to have your support for this request, and our staff would be happy to answer questions at your next meeting to inform your decision.

With gratitude,

Brian Johnson
Executive Director





Part of Brown County WI

Map printed on 12/5/2023

1:240

1 inch = 20 feet*

1 inch = 0.00379 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

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Parcel line

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Vacated Right of Way

A complete key (legend) is available at:
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(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

December 12, 2023

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.7

Consideration with possible action on Request for Proposals #2023-52, selection of an environmental consultant for the EPA Brownfields Assessment Grant.

BACKGROUND

The City of Green Bay was recently awarded a \$500,000.00 Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA). To implement the grant, the City must contract with a qualified environmental professional to conduct Phase I and Phase II Environmental Site Assessments, Remedial Action Plans, brownfield inventories, public engagement, and related environmental consulting services. The environmental professional will also assist in identifying, securing, and potentially implementing additional brownfields-related funding opportunities. The work would be conducted through the grant period, ending in 2027.

The City of Green Bay's Purchasing Division coordinated a Request for Proposals (RFP), to which seven qualified vendors responded with formal submissions. An internal evaluation team scored the proposals based on the attached established criteria. The evaluation process resulted in Stantec receiving the highest combined score.

RECOMMENDATION

Approval to enter into a professional services agreement with Stantec in the amount of \$486,750.00.

FISCAL IMPACT

The \$486,750.00 in costs for environmental services would be fully reimbursable by the EPA Brownfields Assessment Grant.

ATTACHMENTS

- I. 2023-52 Intent to Award with Bid Summary 12-7-2023



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

Phone 920.448.3047
Fax 920.448.3050

12/5/2023

RE: Notice of Intent to Award
RFP # 2023-52 EPA Brownfields Assessment Grant

Dear Sir/Madam:

The evaluation of proposals received for this RFP has been completed and the following is recommended for award:

The City of Green Bay Community & Economic Development is recommending awarding the EPA Brownfields Cleanup Grant to Stantec Consulting in the amount of \$486,750.

The recommended award will be brought for approval before the next Redevelopment Authority Committee meeting scheduled for December 12, 2023 @ 1:30 PM.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

Cc: Matt Buchanan

CITY OF GREEN BAY BID SUMMARY		
RFP #2023-52 BROWNFIELDS ASSESSMENT GRANT		
ISSUED: 9/18/2023 DUE: 12/5/2023		
CC: 90629, 91843, 92535, 92600, 96132		
Scoring Criteria & Points		

		Highest Score (Avg.)			---->			---->			---->			---->			---->			Lowest Score (Avg.)		
Evaluation Team Total Possible Points		Stantec			Sigma			GEI			Fehr Graham			Terracon			Shannon & Wilson			Giles		
	Categories	Option #1			Option #2			Option #3			Option #4			Option #5			Option #6			Option #7		
		EV1	EV2	EV3	EV1	EV2	EV3	EV1	EV2	EV3	EV1	EV2	EV3	EV1	EV2	EV3	EV1	EV2	EV3	EV1	EV2	EV3
35	General Experience & Qualifications of the Firm and Key Personnel Assigned to City	35	35	35	35	33	34	35	35	34	30	35	32	35	33	31	32	33	32	30	30	30
30	Management Outline	30	30	30	29	30	28	30	30	26	30	30	26	30	20	25	30	25	28	27	30	24
25	Price	20	25	23	21	25	23	19	24	22	23	25	24	25	25	25	22	25	24	19	24	22
10	References	10	10	10	10	10	9	9	10	10	10	4	8	10	8	9	7	8	8	7	8	7
100	Vendor Score(s) (Total Possible Points = 100)	95	100	98	95	98	94	93	99	92	93	94	90	100	86	90	91	91	92	83	92	83
		97.67			95.67			94.67			92.33			92.00			91.33			86.00		

Recommendation: Award Stantec (Option #1) as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.



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

MEETING DATE

December 12, 2023

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.8

Consideration with possible action on Request for Proposals #2023-42, selection of an environmental consultant for the EPA Brownfields Cleanup Grant.

BACKGROUND

The Green Bay Redevelopment Authority (RDA) was recently awarded a \$1,000,000.00 Brownfields Cleanup Grant from the U.S. Environmental Protection Agency (EPA). Grant funds would be used to remediate contaminated properties at 402 and 420 S. Broadway; 419 S. Maple Avenue; and 421 Arndt Street. The RDA-owned properties are commonly known as the former Badger Sheet Metal site. To implement the remediation project, the RDA is required to hire an environmental consultant to conduct the following work:

- Adapt the existing Quality Assurance Project Plan (QAPP) for use on the project.
- Finalize Analysis of Brownfield Cleanup Alternatives (ABCA).
- Develop waste profiles.
- Prepare a Materials Management Plan (MMP) for reuse of impacted soil onsite.
- Develop bid specifications.
- Retain remedial contractor(s).
- Implement the cleanup plan; and
- Prepare construction documentation report; and develop institutional controls.
- Assist in identifying, securing, and potentially implementing additional brownfields-related funding opportunities.

The City of Green Bay's Purchasing Division coordinated a Request for Proposals (RFP), to which two qualified vendors responded with formal submissions. An internal evaluation team scored the proposals based on the attached established criteria. The evaluation process resulted in Stantec receiving the highest combined score.

RECOMMENDATION

Approval to enter into a professional services agreement with Stantec in the amount of \$98,750.00

FISCAL IMPACT

The \$98,750.00 in costs for environmental services would be fully reimbursable by the EPA Brownfields Cleanup Grant.

ATTACHMENTS

- I. Intent To Award RFP 2023-42



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

Phone 920.448.3047
Fax 920.448.3050

11/15/23

RE: Notice of Intent to Award
RFP # 2023-42 EPA Brownfields Cleanup Grant

Dear Sir/Madam:

The evaluation of proposals received for this RFP has been completed and the following is recommended for award:

The City of Green Bay Community & Economic Development is recommending awarding the EPA Brownfields Cleanup Grant to Stantec Consulting in the amount of \$98,750.00.

The recommended award will be brought for approval before the next Redevelopment Authority Committee meeting scheduled for December 12, 2023 @ 1:30 PM.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

Cc: Matt Buchanan

CITY OF GREEN BAY BID SUMMARY	
RFP #2023-42	EPA Brownfields Cleanup Grant
ISSUED: 9/25/2023 DUE: 11/14/2023	
CC: 90629, 91843, 92535, 92600, 96132	
Scoring Criteria & Points	

		Highest Score (Avg.)			---->		
Evaluation Team Total Possible Points		Stantec Consulting			Shannon & Wilson		
	Categories						
		EV1	EV2	EV3	EV1	EV2	EV3
35	General Experience & Qualifications of the Firm and Key Personnel Assigned to RDA	35	30	35	32	30	35
30	Management Outline	30	28	30	24	30	30
25	Price	25	25	25	22	23	24
10	References	10	10	10	7	8	5
100	Vendor Score(s) (Total Possible Points = 100)	100	93	100	85	91	94
		97.67			90.00		

Vendor's Proposed Cost of Project: \$98,750.00 \$101,365.00

Recommendation: Award Stantec Consulting as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.



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

MEETING DATE

December 12, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.9

Consideration with possible action to approve a one-year lease to GNC Development for parking located at 314 N. Chestnut Avenue (parcel 5-599).

BACKGROUND

In 2017, GNC Development entered into a parking lease with the RDA for the exclusive use of eleven (11) business parking spaces and nonexclusive use of the parking lot located at 314 N. Chestnut Avenue. The rental rate for the eleven (11) business parking spaces was set at \$25.00 per parking space per month or \$275.00. GNC currently maintains the parking lot and sidewalk with the ability to reduce rent by \$112.00 per snow event during the winter months. GNC is requesting the renewal of their lease until December 31, 2024.

Staff have consulted with the City's Parking Division to compare parking lease rates on other lots managed by the Parking Utility. The East Side Lot rental rate is currently \$50.20/stall/month plus tax.

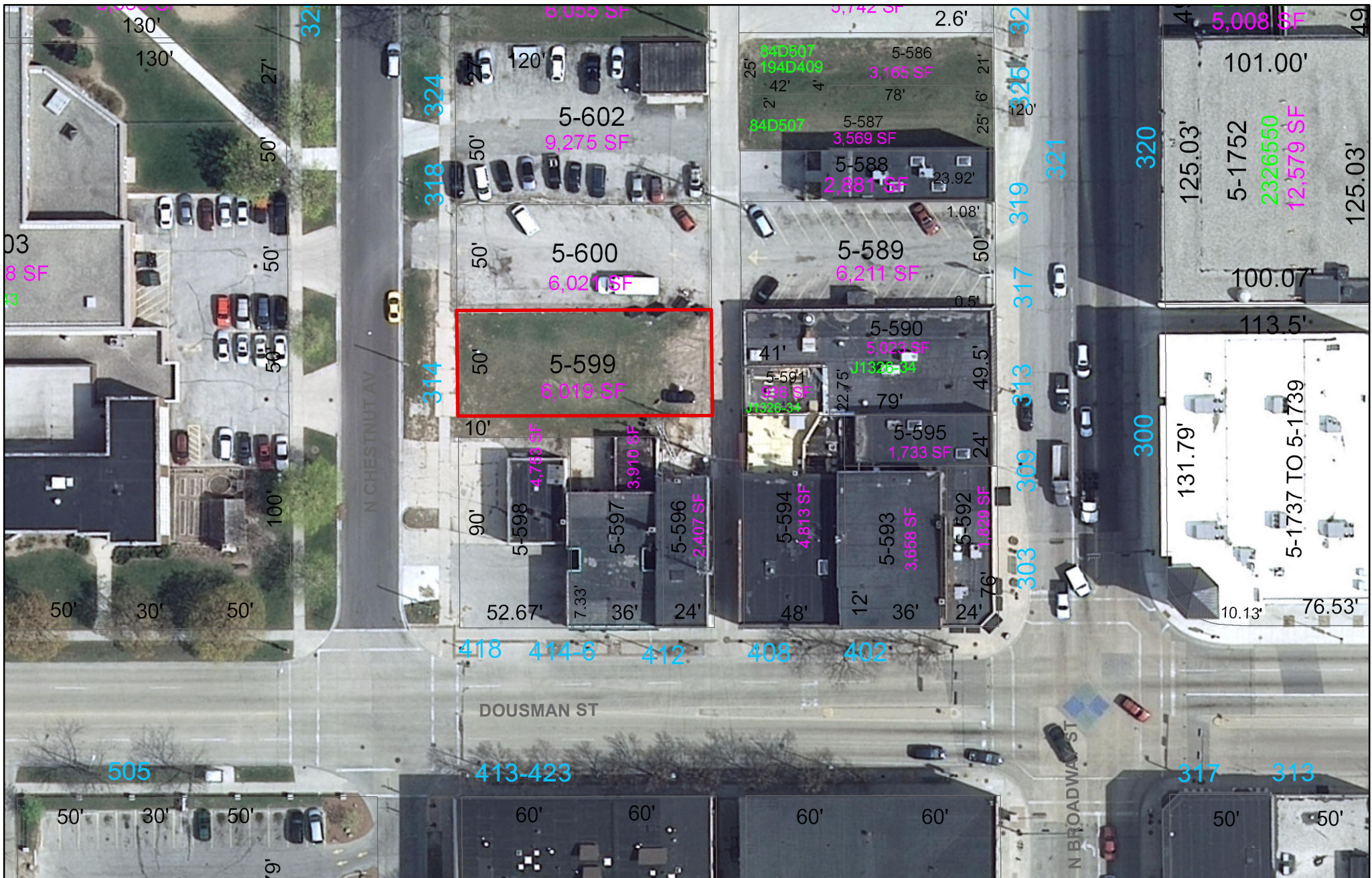
Staff recommends the rental rate for GNC be raised to \$35.00 per parking space per month with no credit for maintenance cost of the parking lot or sidewalk. Staff also recommends including additional language in the lease agreement to prohibit subleasing.

RECOMMENDATION

Staff recommends approval for a one-year lease to GNC Development for parking located at 314 N. Chestnut Avenue (parcel 5-599), with inclusion of new language to prohibit subleasing.

FISCAL IMPACT**ATTACHMENTS**

- I. 314 N Chestnut



20 10 0 20Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.

314 N Chestnut





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

MEETING DATE

December 12, 2023

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.10

Consideration with possible action to rescind the creation and approval of a 30 ft. easement on parcel 12-112 and parcels 12-195 through 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work, previously approved by the RDA at the May 9, 2023, meeting.

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

BACKGROUND

The information regarding the request for a 30 ft. easement was presented to the RDA on May 9, 2023. Information provided to the RDA represented that the easement was necessary and beneficial for the redevelopment of the RDA-owned site. After further exploration, it was discovered that an easement was not needed to develop the RDA-owned property. This was not represented as such at the meeting. In fact, after working with a potential new developer, a 30 ft. easement would be prohibitive to new development.

Staff has been in discussions with both the developer and adjacent property owners to discuss the needs for potential future easement requests. At this point, staff is recommending rescinding the approval for the 30 ft. easement that was approved at the May 9, 2023, RDA meeting. Easement requests will be brought to the RDA at a future meeting.

RECOMMENDATION

To rescind the creation and approval of a 30 ft. easement on Parcel 12-112 and Parcels 12-195 through 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work, previously approved by the RDA at the May 9, 2023, meeting.

FISCAL IMPACT**ATTACHMENTS**

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 12, 2023

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # F.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2023

City of Green Bay RDA
Check Register
November-23

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21720	11/13/2023	CITY OF GREEN BAY	483.18
21721	11/13/2023	DTAK1	6,980.00
21722	11/13/2023	NEIGHBORWORKS GREEN BAY	54,317.00
21723	11/21/2023	ALWIN MANUFACTURING	225,000.00
21724	11/21/2023	CITY OF GREEN BAY	1,439.50
21725	11/21/2023	COMMERCIAL RECREATION SPECIALISTS INC	47,300.00
21726	11/21/2023	LEE RECREATION LLC	171,439.68
21727	11/21/2023	NEIGHBORWORKS GREEN BAY	4,287.50
			<u>\$ 511,246.86</u>

Redevelopment Authority
Financial Report
HOME
11/30/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	514,560.96	-	201,944.05	-	462,616.91
CHDO Projects	86,500.00	288,000.00	-	10,000.00	25,000.00	339,500.00
Housing Development Projects	282,245.00	1,435,276.03	178,612.16	83,408.98	1,073,500.00	739,224.21
Administration	57,600.00	139,502.95	24,461.82	58,286.67		163,278.10
HOME-ARP Admin		1,948,216.00	-	-	-	1,948,216.00
	\$ 576,345.00	\$ 4,325,555.94	\$ 203,073.98	\$ 353,639.70	\$ 1,098,500.00	\$ 3,652,835.22

Redevelopment Authority
Financial Report
CDBG
11/30/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	28,000.00	-	25,845.00	-	32,155.00
Public Services	156,400.00	134,744.87	-	56,384.79	-	234,760.08
CDBG Eligible Areas HILP Program	100,000.00	249,375.49	115,720.13	25,265.00	95,957.00	343,873.62
CDBG Eligible Areas Public Facilities and Infrastructure	269,400.00	354,459.97	-	352,774.54	-	271,085.43
CDBG Eligible Areas-Beautification/Art	25,000.00	167,007.93	-	87,998.06	-	104,009.87
Economic Development	100,468.00	257,291.26	378,419.24	736,178.50	-	-
ED Façade & Demo Loans	-	13,367.85	-	13,367.85	-	-
Administration	232,500.00	176,573.81	-	221,385.85	-	187,687.96
\$	913,768.00	\$ 1,380,821.18	\$ 494,139.37	\$ 1,519,199.59	\$ 95,957.00	\$ 1,173,571.96

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Business Improvement Districts		455.78	-	-	-	455.78
Broadband		124,812.06	-	124,812.06	-	-
Rental/Mortgage Assistance Program LMI		115,829.37	-	-	-	115,829.37
\$	-	\$ 241,097.21	\$ -	\$ 124,812.06	\$ -	\$ 116,285.15

Development Tracking Sheet - Green Bay Redevelopment Authority - December 12, 2023							
Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
Merge @ Shipyard	Merge LLC	239 Arndt Street	Market multi-family rental, retail	CSM underway. Construction anticipated 2024	Total #	Under 80%	\$21,000,000.00
					225	0	
City East Apartments	City East Apartments, LLC.	1165 E Walnut	Affordable multi-family rental, United Way office	DA, TIDAH, HOME and ARPA SLFR Approved - Construction underway	Total #	Under 80%	\$11,627,300.00
					43	36	
Bay City Lofts	Bay City Lofts, LLC.	2510 University Ave	Affordable multi-family rental	DA/TIF, HOME and ARPA SLFR Approved - Construction underway	Total #	Under 80%	\$14,125,500.00
					48	40	
200 N. Monroe	200 N. Monroe PropCo LLC	200 N. Monroe	Market rate multi-family rental, grocery, UWGB, retail	Developer reworked development design and re-bidding. DA approved but out of compliance	Total #	Under 80%	\$22,000,000.00
					172	0	
JBS	City/RDA	0 Lime Kiln Rd	Destination park, mixed housing, urban farm	Development RFP being revised/reissued	Total #	Under 80%	tbd
New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	Planning option approved, expires 1/18/24. DA to be considered in January	Total #	Under 80%	tbd
Former Badger Sheet Metal	TBD	420 S. Broadway/419 S. Maple	Market rate multi-family rental, retail, green infrastructure corridor	\$1M EPA Grant awarded. RFI preparation underway	Total #	Under 80%	tbd
The Fort @ Railyard	TWG	419 Donald Driver Way	Affordable multi-family rental, retail	Under construction. Completion anticipated Spring 2024	Total #	Under 80%	\$21,000,000.00
					233		
Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Engineering underway for Pulliam improvements	Total #	Under 80%	tbd
Carnivore	Lanny Viegut	3757 Vital Pl	Industrial - pet food processing	Under construction. Completion anticipated early 2024	Total #	Under 80%	\$35,000,000.00
Shipyard Phase I	City/RDA	100 W. Mason, 239 Arndt	Riverfront promenade, pier, docks, kayak launch, habitat, site utilities	Under construction. Completion anticipated early 2024	Total #	Under 80%	\$12,150,000.00
Bangkok Gardens Redevelopment	BFAM, LLC	317 Dousman/240 N. Broadway	Affordable multi-family rental, bank, retail	Bank and 2nd story housing complete. Second retail space and first floor apt under construction to be complete in early 2024.	Total #	Under 80%	tbd
					7	6	
JAS House		1368 E Walnut	Affordable rental for at-risk young adults-Dorm	Construction completed December	Total #	Under 80%	tbd
					3		
Habitat Homestead	Habitat for Humanity	0 Richmond St	Affordable single-family owner occupied detached and townhomes	Predevelopment, road intsaill start and groundbreaking in fall	Total #	Under 80%	tbd
					14		
Cherry Faith Properties	DuJuan Cherry	436 S. Monroe		Pre-development. Planning Option extension approved.	Total #	Under 80%	tbd
					33	26	
222 Cherry St LLC	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	DA, stalled, dev getting 2nd appraisal and re-bidding	Total #	Under 80%	tbd
					71		
Schauer & Schumacher	33 Investments LLC	227 E Walnut, 101 & 109 N Adams St	Event venue, speakeasy and housing P/O Expires 12/13/2023	Bid secured. Working to secure financing.	Total #	Under 80%	tbd
University Ave	Neighborworks Green Bay		20-24 Unit Complex	Bidding and Design process PO Expires 1/11/2024	Total #	Under 80%	
4th Street	Neighborworks Green Bay	4th Street and Chestnut	10 unit, 3 buildings, market-rate units	Finalizing bidding and design. Expires 12/30/2023	Total #	Under 80%	tbd
					11	7	
Mary and Gallagher	Neighborworks Green Bay		Tri-plex dwellings, design still TBD	Pre-development. PO Expires 2/14/2024	Total #	Under 80%	tbd
1915 Harold St.	LeMense	1915 Harold St	Single family, owner occupied home	DA expires 12/31/2024	Total #	Under 80%	\$198,300.00
445 S Baird St	Deals, Development, Partnership Capital	445 S Baird St	Single family, owner occupied home	Completion anticipated Fall 2024	Total #	Under 80%	\$243,000.00
					1		
929 N Broadway	Neighborworks Green Bay	929 N Broadway	Single family, owner occupied home	PO Expires 12/12/2023	Total #	Under 80%	tbd
1162 & 1164 Day St	Neighborworks Green Bay	1162 & 1164 Day St	Single family, owner occupied home on each lot	Construction underway. DA Expires 12/31/2024.	Total #	Under 80%	\$500,000.00
					2	1	
1035 Vandertbraak	Danna Capital	1035 Vanderbraak & Corner Vanderbraak and Clay	52 Unit affordable housing multi story & Stacked Townhomes	Predevelopment - PO Expires 5/14/2024	Total #	Under 80%	
					52		

COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Park/Public