# AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

## TUESDAY, FEBRUARY 13, 2024, 1:30 PM
### City Hall, Room 604 - The Harry Maier Room.
### Virtual attendance is also available via Zoom.

**A. Zoom Meeting Information.**

1. 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.**

1. 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.**

1. Approval of the agenda for the February 13, 2024, meeting of the Redevelopment Authority.

**D. Approval of Minutes.**

1. Approval of the minutes from the January 9, 2024, meeting of the Redevelopment Authority.

**E. Regular Business.**

1. Consideration with possible action to approve a three-month extension to the planning option to Cherry Faith Properties for the site located at 436 S Monroe Avenue.
2. Consideration with possible action on HOME funding request from Greater Green Bay

Habitat for Humanity to build a home at 1008 Smith Street.

3. Consideration with possible action on HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1132 Harvey Street.

4. Consideration with possible action on HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1151 Reber Street.

5. Consideration with possible action to approve a one-year development agreement with NeighborWorks Green Bay for the parcel located at 929 N Broadway.

6. Consideration with possible action on a request for qualifications for Community Land Trust consultation services.

7. Consideration with possible action to revise the Community Development Revolving Loan Fund (CD-RLF) policy and procedures manual.

8. Consideration with possible action to approve a Service Authorization Agreement with BSA for investigation of sprinkler piping failure and specifications to repair damaged areas at the KI Convention Center (KICC).

9. Consideration with possible action to approve revised Community Development Block Grant (CDBG) Policies and Procedures.

10. Consideration with possible action to approve the new Section 3 Plan.

11. Consideration with possible action to approve the termination of a development agreement between the RDA and Miller Investments LLC.

## F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: March 12, 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 | PREPARED BY |
| --- | --- |
| February 13, 2024 | Ronda Bitney |

## AGENDA ITEM # E.1

Consideration with possible action to approve a three-month extension to the planning option to Cherry Faith Properties for the site located at 436 S Monroe Avenue.

## BACKGROUND

In May 2023, the RDA approved a planning option to Cherry Faith Properties, LLC for the development of a 4-story, mixed-use building with 33 residential units and ground floor retail at the site located at 436 S Monroe Avenue.

Since that time, two (2), three-month extensions have been granted, allowing the developer to continue to work on site plans and financial commitment. Due to current interest rates and pro forma, the developer needs to work with a new lender and investors to secure financing. The primary lender has stated that they are waiting for a final decision on underwriting due to needing additional information from investors. The developer does have investors with the intent of assisting with financing but no proof has been provided at this time.

Due to lack of financial support, staff is recommending RDA decline a three-month extension to the planning option, allowing the possibility of a new RFP to be offered to other developers.

## RECOMMENDATION

To decline the approval of a three-month extension for the planning option with Cherry Faith Properties for the site located at 436 S Monroe Avenue.

## FISCAL IMPACT

## ATTACHMENTS

1. 90-day planning extension -3
2. GIS Map

CHERRY FAITH
PROPERTIES

**Dujuan Cherry**

2054 S 102nd St, Milwaukee, WI 53227

(262) 262-6501

cherryfaithproperties@gmail.com

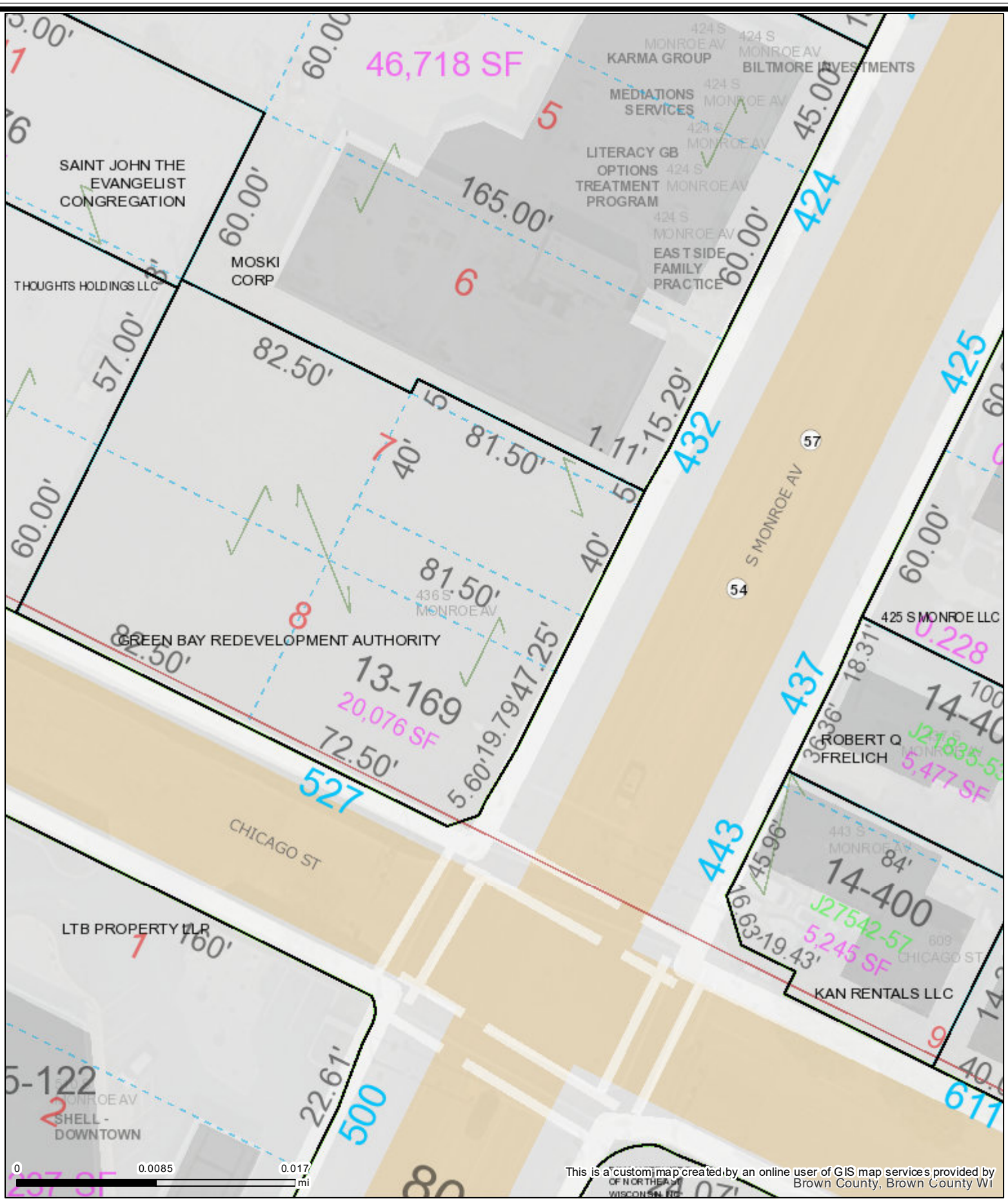
February 5th, 2024

**Ronda Bitney**

Real Estate specialist, City of Green Bay
To the Green Bay Redevelopment Authority,

I'm requesting an additional 90-day planning option for 436 S Monroe Ave, Green Bay. The work that has been conducted over the past 90 days has been challenged with additional banking challenges, through those challenges great progress has been made.

The recent work that has been completed is as follows: a financial institution has been selected with Bank First and currently going through underwriting, Impact Seven will be involved in the project being in second position subordinate debt, and e-States a private investment platform that is committing one million dollars for the project and will raise capital if necessary. Underwriting is currently taken place with a February 16th deadline on the financial commitment letters contingent upon Impact Seven and e-States sending over their required documents. Groundbreaking is on pace with March 4th, 2024.




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

# Part of Brown County WI

Map printed on 6/22/2023

**1:480**

**1 inch = 40 feet***

1 inch = 0.00758 miles*

**original page size: 8.5"x11"*

*Appropriate format depends on zoom level*

**Parcel ownership key**

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # E.2

Consideration with possible action on HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1008 Smith Street.

## BACKGROUND

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a one-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. Due to the increasing costs of building materials and labor, Habitat has submitted a HOME funding application requesting gap funding in the amount of $20,390.00 to construct a two-bedroom, one-bathroom, affordable, single-family home at 1008 Smith Street.

Staff has reviewed the application and recommends the award of $20,390.00 in gap funding to support this build and make the home affordable.

## RECOMMENDATION

Approve HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1008 Smith Street.

## FISCAL IMPACT

## ATTACHMENTS

1. 1008 Smith Street Site Plan
2. Building Plan

# SITE PLAN

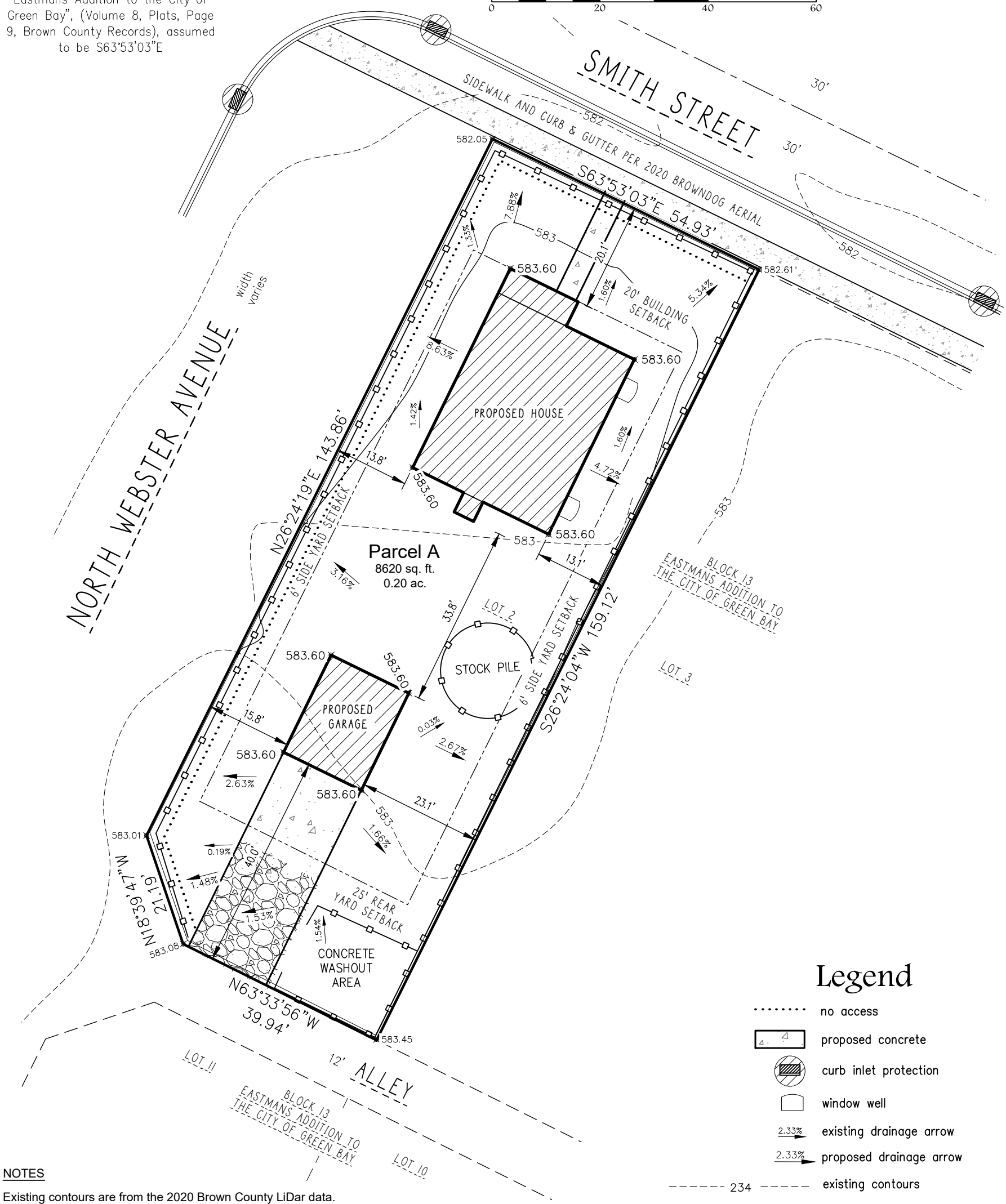
Lot 2, Block 13 of recorded plat "Map of Eastmans Addition to the City of Green Bay", (Volume 8, Plats, Page 9, Brown County Records), excluding part of TPP No. 4987-02-64, being located in part of Private Claim 1, East Side of the Fox River, City of Green Bay, Brown County.

## ~ 1008 Smith Street ~

Graphic Scale: 1" = 20'

0 20 40 60

Bearings referenced to North line of Lot 2 of recorded plat "Map of Eastmans Addition to the City of Green Bay", (Volume 8, Plats, Page 9, Brown County Records), assumed to be S63°53'03"E




## Legend

- no access
- proposed concrete
- curb inlet protection
- window well
- 2.33% existing drainage arrow
- 2.33% proposed drainage arrow
- 234 existing contours
- 235 proposed contours
- 700.00 existing spot elevation
- 700.00 proposed spot elevation
- tracking pad
- silt fence
- curb & gutter line

NOTES

Existing contours are from the 2020 Brown County LiDar data.

Elevations are referenced to the NAVD 88 Benchmark Datum. The conversion factor to the City of Green Bay Datum is -483.79'.

Footprint of proposed house is Foundation Plan from Wisconsin Building Supply Plan No. 19-068-R, revision date 3/26/19.

REVISION

18/24: move garage back 20'.
1/10/24 move garage for 40' driveway.

BUILDING ELEVATIONS

TOP OF WALL: 584.27
FIN. FLOOR: 585.25
BASEMENT FLOOR: 576.60
GAR. FLOOR: 584.20

Client: Habitat for Humanity
Tax Parcel: 7-231
Drafted By: NDK/BAB
File: H-16603 SitePlan Lot 2 122223.dwg
Data File: H-16603.txt

vierbicher
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Sheet One of One
Project No.: H-16603
Drawing No.: X-1642
Fieldwork Completed: XX/XX/XX

# FRONT ELEVATION

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

# REAR ELEVATION

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

**IMPORTANT NOTE:**

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR:
GREATER GREEN BAY
HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

SQ. FT.: See Plan

DRAWN BY: Michael Herald

SCALE: As Indicated

DATE: October 26, 2017

REVISIONS: (Based Off Plan #17-109-R)
2/13/19 AVS
3/26/19 AVS

PLAN NO.: 19-068-R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GREEN BAY, WI 54307

COMPONENTS:
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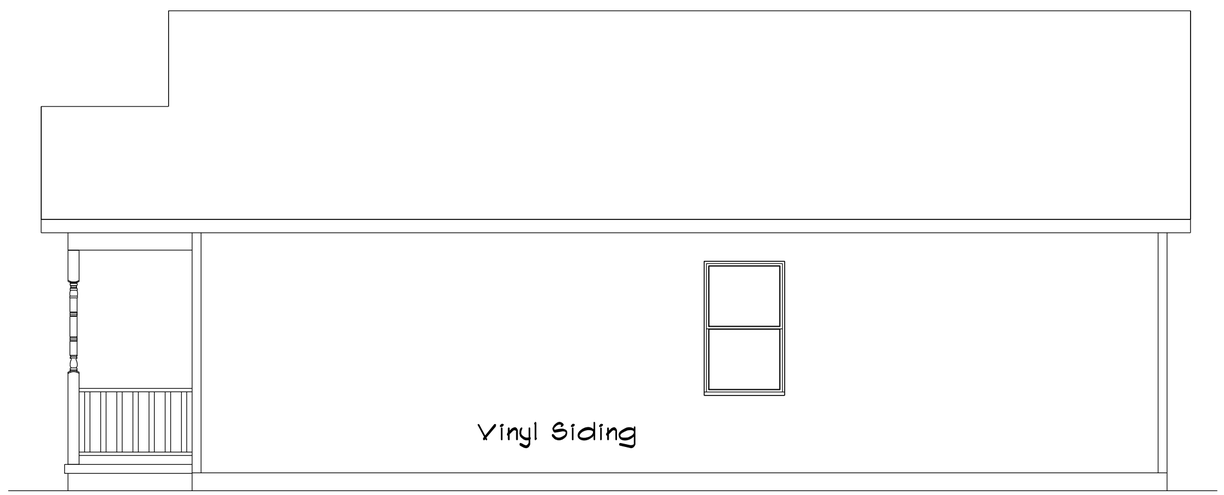
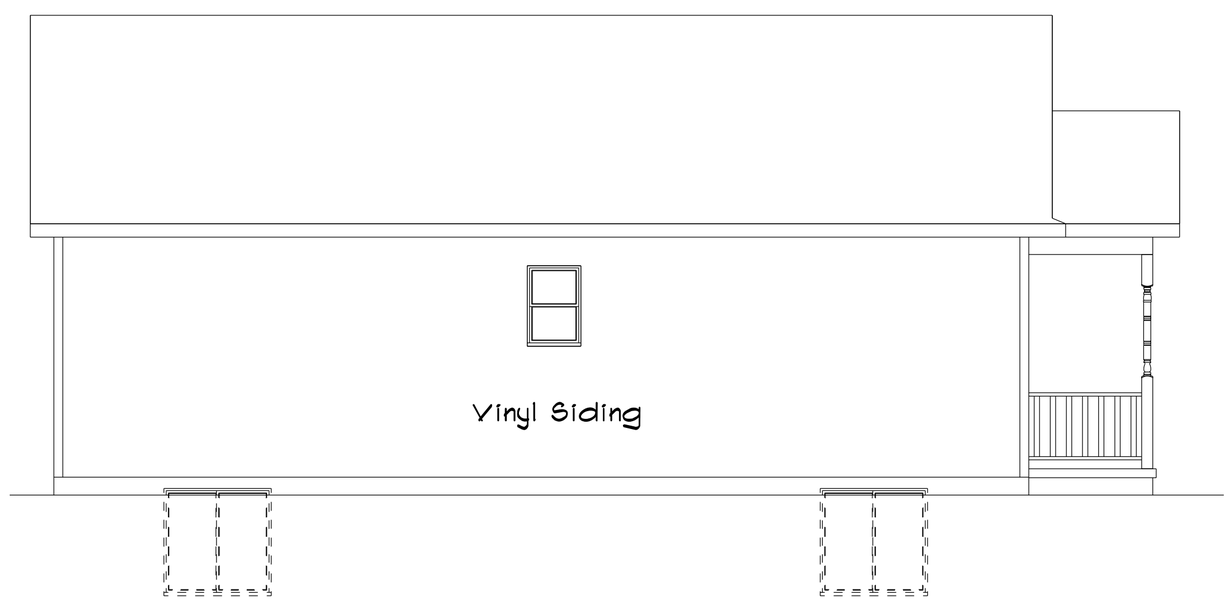
1745 MORAINE TERRACE
GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY




RIGHT ELEVATION

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




LEFT ELEVATION

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

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald

SQ. FT.: See Plan

DATE: October 26, 2017

SCALE: As Indicated

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS; 3/26/19 AVS

PLAN NO.: 19-068-R

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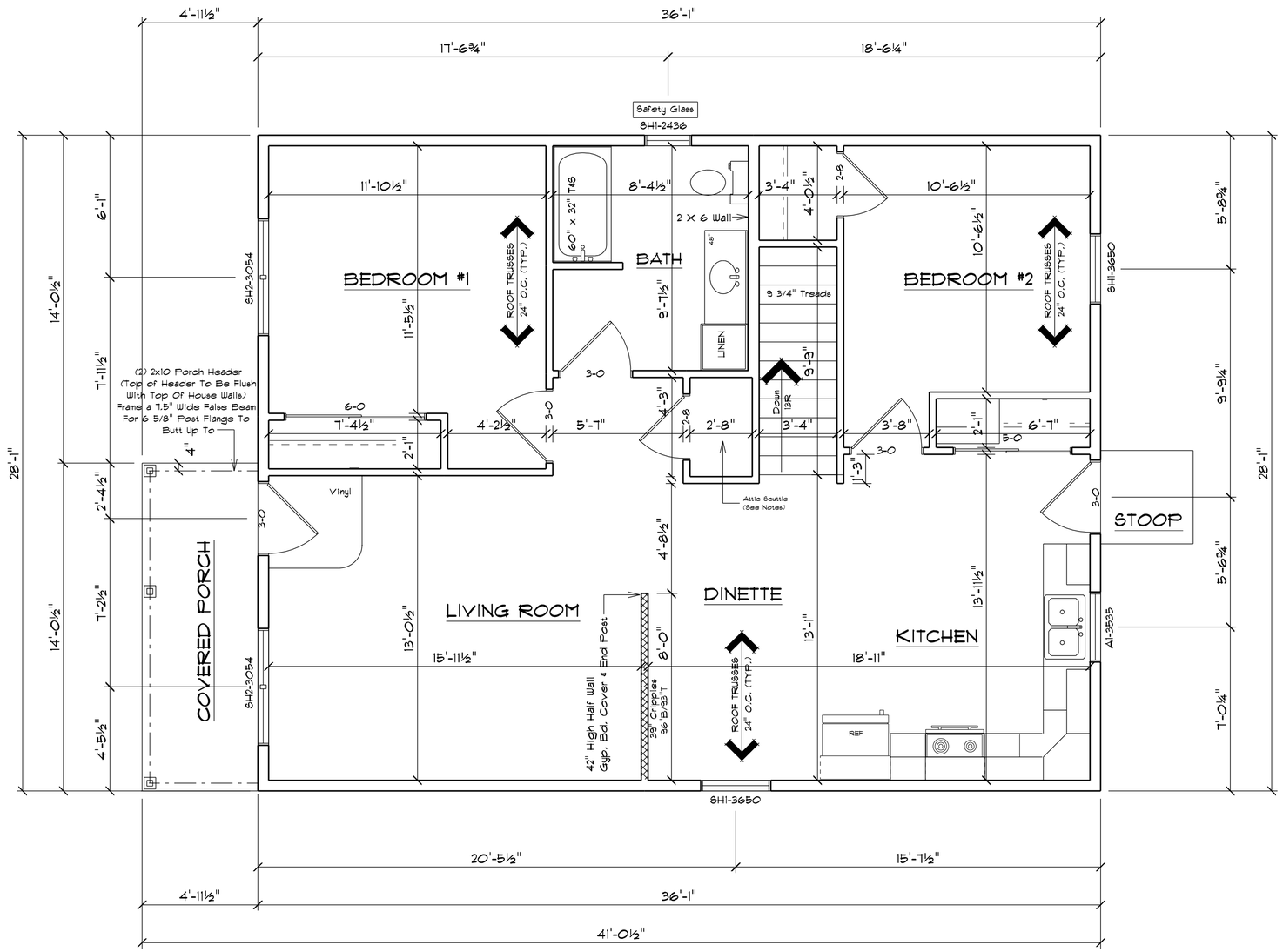


# FLOOR PLAN

8'-1 1/8" CLG. HGT.
1014 SQ. FT.
70 SQ. FT. (COVERED PORCH)

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTE:

BUILDER TO CONSULT TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES, AND ANY ADDITIONAL BEARING REQUIREMENTS OTHER THAN THOSE NOTED ON FLOOR PLANS

## NOTES:

1) FLOOR SYSTEM: 1ST FLR: 9 1/2" I-JOISTS @ 19.2" O.C.
   LOADING: TOTAL LOAD = 50#
   LL = 40#
   DL = 10#
   (ADDITIONAL 10# DL @ TILE AREAS)
   (ADDITIONAL 25# DL @ GRANITE AREAS)
   FLOOR DEFLECTION: LL = L/480
   DL = L/240
   DURATION OF LOAD: 1.00%
2) ROOF SYSTEM: WOOD TRUSSES @ 24" O.C.
   LOADING: TOTAL LOAD = 50#
   TCLL = 30#
   TCDL = 10#
   BCDL = 10#
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 1.15%
3) STD. HEADERS: (2) -2 x 10 SELECT STRUCTURAL HEM-FIR
4) EXT. WALL STUDS: 1ST FLR: 2x6 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
5) INT. WALL STUDS: 1ST FLR: 2x4 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
6) WINDOW SIZES SHOWN ARE FOR SILVERLINE WINDOWS SEE CATALOG FOR DETAILS
7) ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8) STAIRS: BSMT. TO 1ST FLR: 13 RISERS @ 7 13/16"
   12 TREADS @ 9 3/4"
9) PROVIDE ATTIC ACCESS PANEL W/ 2 - 2" FOAM ON BACK OF 5/8" GYPSUM BOARD. SET ON FOAM WEATHERSTRIP ROUGH OPENING TO BE 16 1/2" X 27". PROVIDE 1/2" OSB INSULATION BAFFLES 16" TO TOP MEASURED FROM BOTTOM OF TRUSSES. MIN. CODE CLEAR FINISH OPEN OF ACCESS IS 14"X24"
10) AT BEDROOM 2, BASEMENT BEDROOMS, AND HALL CLOSETS INSTALL MINIMUM OF 3-2X6 BACKING FOR CLOSET POLE BRACKET CENTERED IN CLOSET AT 70" TO TOP.
11) FOR STAIR RAILING INSTALL MINIMUM OF 2-2X6 BLOCKING AT TOP AND BOTTOM OF STAIRS AND 3 AT MIDDLE SPACED 3'-3" APART AT 36" TO TOP OF BLOCKING FOR A TOTAL OF FIVE BRACKETS SPACED
12) THE ABOVE CONDITIONS LISTED ARE STANDARD FOR THIS PLAN (EXCEPTIONS ARE NOTED ON THE PLAN)

## IMPORTANT NOTE:

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: 1014 Sq. Ft.

DATE: October 26, 2017 — SCALE: 1/4" = 1'-0"

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS, 3/26/19 AVS — PLAN NO.: 19-068-R

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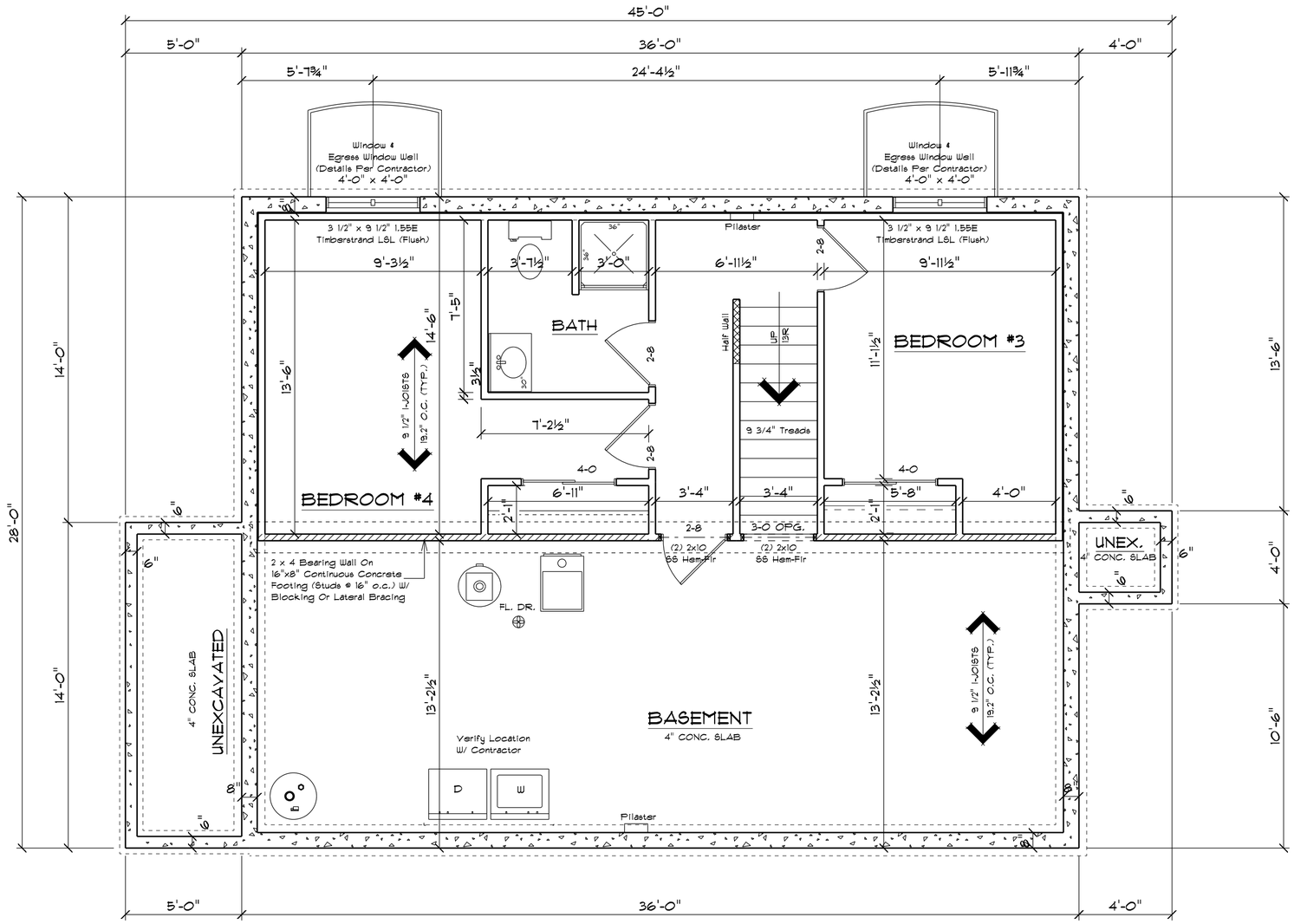


# FOUNDATION PLAN

8'-0" FOUNDATION WALL HGT.
444 SQ. FT.

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTES:

1) FOUNDATION WALLS:
   HOUSE: 8" POURED CONCRETE WALLS 8'-0" HIGH
   GARAGE / PORCH: 6" POURED CONCRETE WALLS 4'-0" HIGH
2) THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
   BASEMENT WINDOWS — FLOOR DRAINS
   ELECTRIC SERVICES — WATER HEATER
   SUMP PIT & PUMP — FURNACE
3) BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS IF NOT NOTED ON THE FOUNDATION PLAN
4) POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
5) STEEL COLUMNS TO SUPPORT 12,000 LBS. UNLESS OTHERWISE NOTED
6) ASSUMED SOIL BEARING CAPACITY IS 3,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
7) FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER UDC TABLE 21.18-B BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGNED BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN ARE THE RESPONSIBILITY OF THE FOUNDATION AND OR GENERAL CONTRACTOR.
8) ALL LUMBER IN PERMANENT CONTACT WITH CONCRETE MUST BE PRESSURE-TREATED LUMBER AS PER UDC 21.10.

## IMPORTANT NOTE:

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JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: 444 Sq. Ft.

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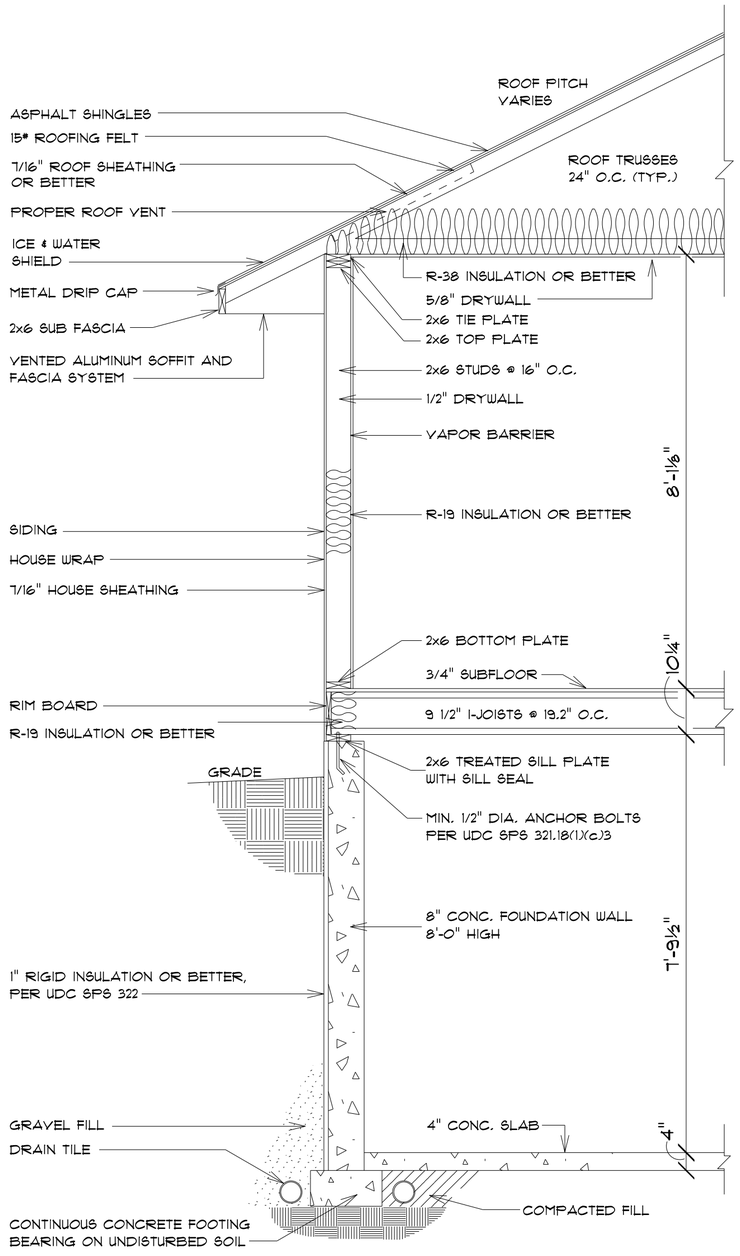
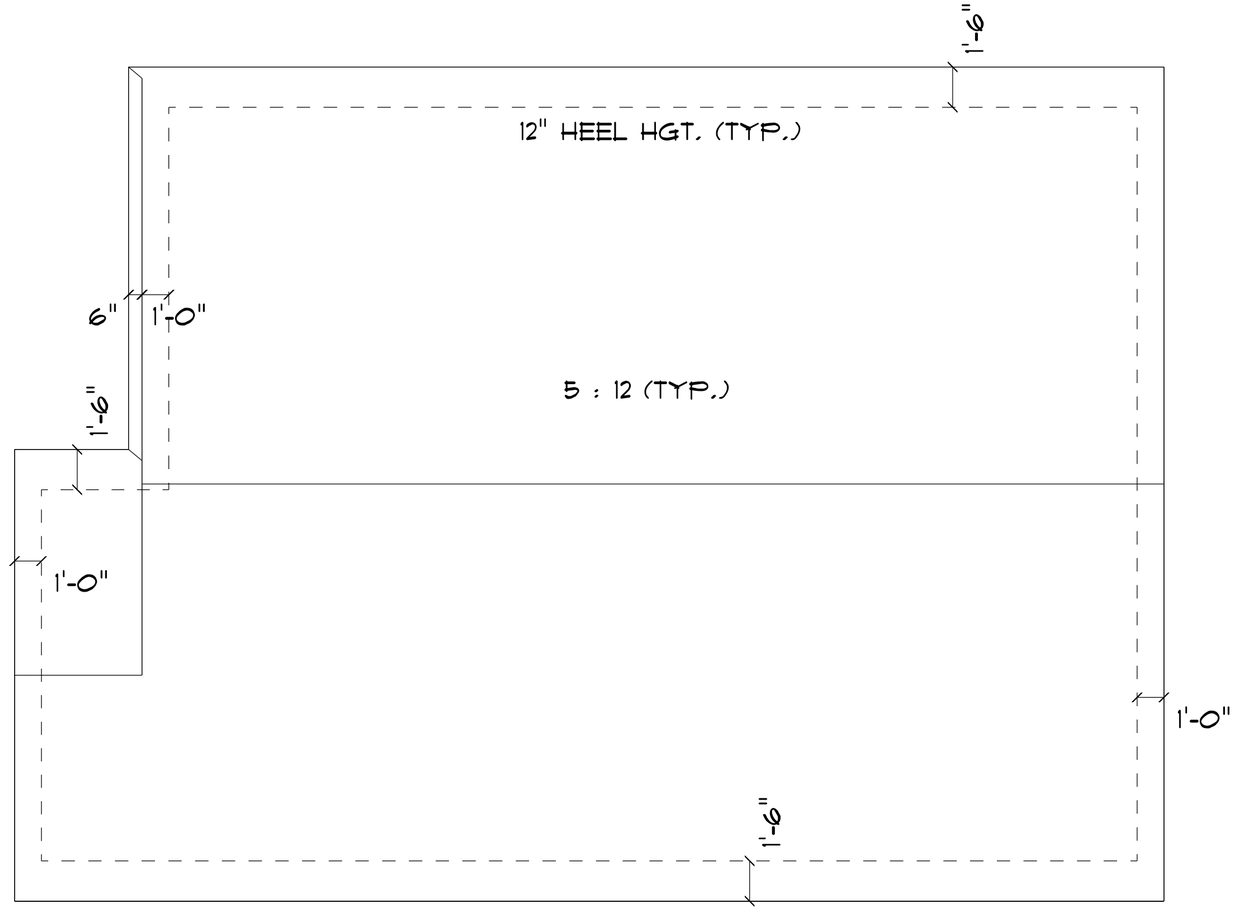
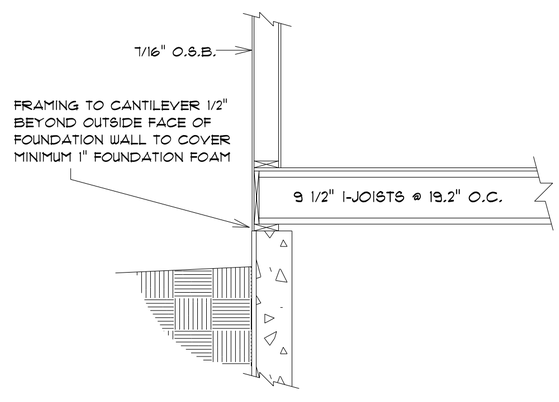



## TYPICAL RANCH SECTION

SCALE: 1/2" = 1'-0"

ALL ITEMS TO BE VERIFIED BY CONTRACTOR




## BOX SILL DETAIL

SCALE: 1/2" = 1'-0"

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: See Plan

DATE: October 26, 2017 — SCALE: As Indicated

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS, 2/13/19 AVS — PLAN NO.: 19-068-R

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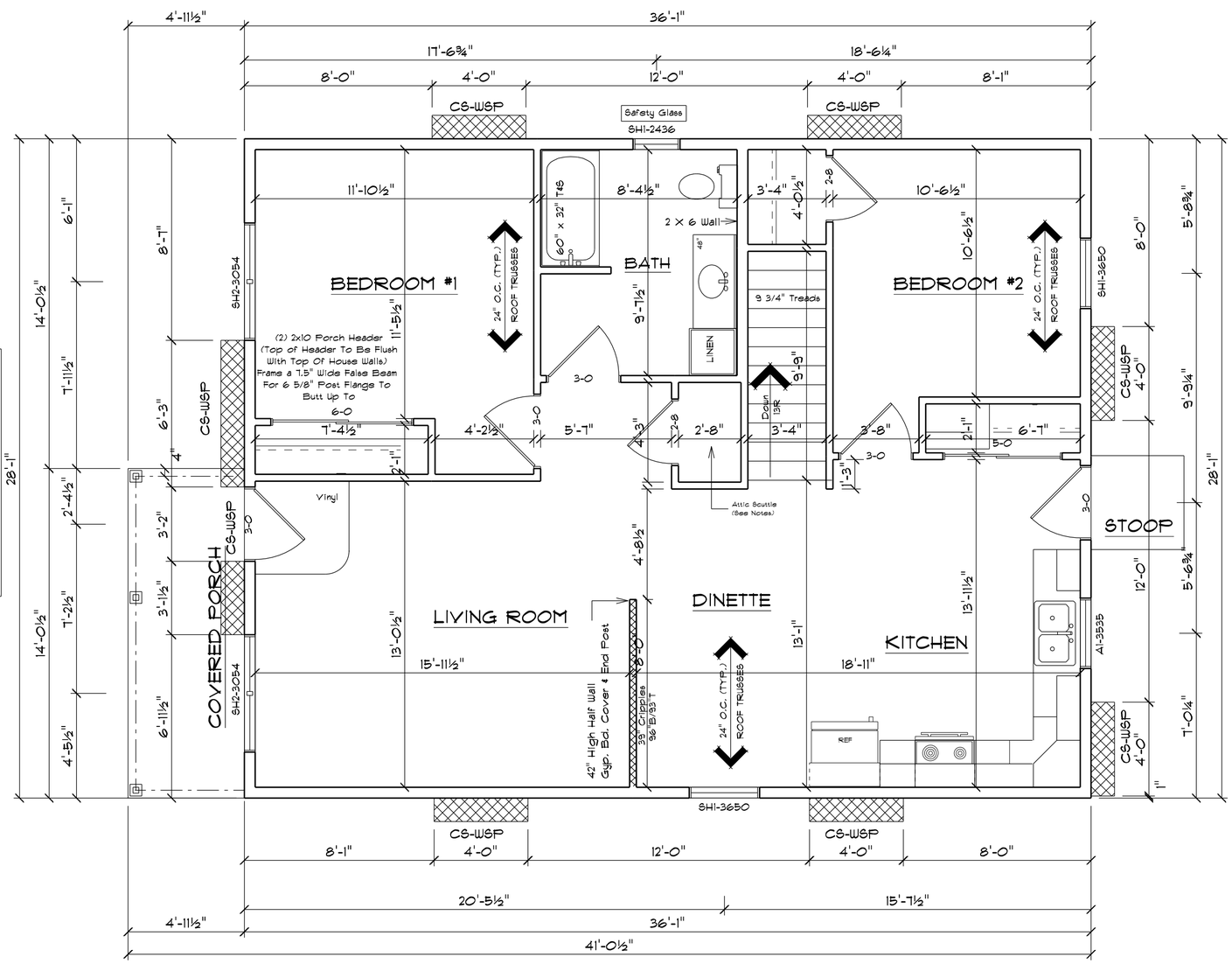
Wisconsin BUILDING SUPPLY

# WALL BRACING LAYOUT PLAN

Scale: 1/4" = 1'-0"
House Wall Ht.: 8'-1 1/8"
Garage Wall Ht.: 9'-0 7/8"
Top-Of-Wall-To-Ridge Ht.: 8'-1 3/4"
Exterior Stud Spacing: 16" O.C.
Seismic Design: B

TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"




TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 9'-4 1/2"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

## GENERAL NOTES:

WALL BRACING, SPS 321.25 (8)

<> CIRCUMSCRIBED RECTANGLES
<>EACH FLOOR PLAN LEVEL SHALL BE CIRCUMSCRIBED WITH ONE OR MORE RECTANGLES AROUND THE ENTIRE FLOOR PLAN AT THE FLOOR LEVEL UNDER CONSIDERATION. WHEN MULTIPLE RECTANGLES ARE USED, EACH SIDE SHALL BE BRACED AS THOUGH IT WERE A SEPARATE BUILDING AND THE BRACING AMOUNT ADDED TOGETHER ALONG THE COMMON WALL WHERE ADJACENT RECTANGLES OVERLAP OR ABUT.
<>EACH RECTANGLE SHALL HAVE A MAXIMUM RECTANGLE LENGTH-TO-WIDTH RATIO OF 3:1.

<> BRACED WALL PANEL (BWP) LOCATIONS: WITHIN 12'-6" FROM EACH SIDE AND 21'-0" PANEL EDGE TO PANEL EDGE (SEE FIGURE 321.25-C)
<>ALL EDGES OF PANEL-TYPE BRACING, EXCEPT HORIZONTAL JOINTS IN GB BRACING, SHALL BE ATTACHED TO FRAMING OR BLOCKING.
<>THE INTERIOR SIDE OF ALL EXTERIOR WALLS SHALL BE SHEATHED WITH MINIMUM 1/2" GYPSUM WALLBOARD UNLESS OTHERWISE PERMITTED TO BE EXCLUDED BY THIS SUBSECTION. (THIS REQUIREMENT IS EXCLUDED IN PORTAL FRAME METHOD)
<>BRACING WITH CS-WSP SHALL HAVE SHEATHING INSTALLED ON ALL SHEATHABLE SURFACES ABOVE, BELOW, AND BETWEEN WALL OPENINGS.
<>EACH BRACED WALL PANEL MAY CONTAIN NO MORE THAN ONE HOLE, HAVING A MAXIMUM DIMENSION OF NO MORE THAN TEN PERCENT OF THE LEAST DIMENSION OF THE PANEL, AND CONFINED TO THE MIDDLE THREE-FORTHS OF THE PANEL.

<> BLOCKING AND BRIDGING: 21.18 BRIDGING USED AT PARALLEL BOX SILL AND FLOOR JOIST. BRIDGING (@ 32" O.C.) IS THE SAME DEPTH AS THE JOIST.
<> WHERE JOISTS ARE PERPENDICULAR TO BWL'S ABOVE OR BELOW, BLOCKING SHALL BE PROVIDED BETWEEN THE JOISTS AT BWP LOCATIONS TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.
<> WHERE JOISTS ARE PARALLEL TO BWL'S ABOVE OR BELOW, A RIM JOIST OR OTHER PARALLEL FRAMING MEMBER SHALL BE PROVIDED AT THE BWP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.

## WALL BRACING MATERIAL LEGEND

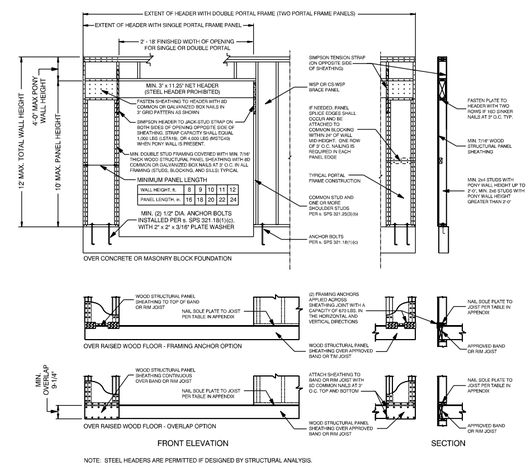
| | |
|---|---|
| CS-WSP | (CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL)<br>3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING<br>7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING<br>FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 1/4" LONG<br>MAXIMUM FASTENER SPACING:<br>6" EDGES, 12" FIELD (NAILS) / 3" EDGES, 6" FIELD (STAPLES) |

## TABLE 321.25-H a,b
## MINIMUM WIDTHS OF CS-WSP BRACED WALL PANELS

| MAXIMUM OPENING HEIGHT ADJACENT TO BRACED WALL PANEL | MINIMUM LENGTH OF FULL-HEIGHT BRACED WALL PANEL (INCHES) | | | |
|---|---|---|---|---|
| | 8' TALL WALL | 9' TALL WALL | 10' TALL WALL | 12' TALL WALL |
| 5' - 4" | 24 | 27 | 30 | 36 |
| 6' - 8" | 32 | 30 | 30 | 36 |
| 8' - 0" | 48 | 41 | 38 | 36 |
| 9' - 0" | - | 54 | 46 | 41 |
| 10' - 0" | - | - | 60 | 48 |
| 12' - 0" | - | - | - | 72 |

a. SHEATHING SHALL EXTEND FROM TOP OF THE TOP PLATE TO THE BOTTOM PLATE AND MAY BE MULTIPLE SHEETS. ALL JOINTS SHALL BE BLOCKED.
b. INTERPOLATION IS PERMITTED

FIGURE 321.25-A
PF / CS-PF - PORTAL FRAME BRACE CONSTRUCTION




NOTE: STEEL HEADERS ARE PERMITTED IF DESIGNED BY STRUCTURAL ANALYSIS.
NOTE: AS SHOWN IN THE ABOVE CROSS-SECTION, 1/2" GYPSUM WALL BOARD IS NOT REQUIRED ON THE INTERIOR SIDE OF THE WALL.

## IMPORTANT NOTE:

* IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
* IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.
SQ. FT.: See Plan
DRAWN BY: Michael Herald
SCALE: As Indicated
DATE: October 26, 2017
REVISIONS: 2/13/19 AVS; 3/26/19 AVS (Based Off Plan #TI-109-R)
PLAN NO.: 19-068-R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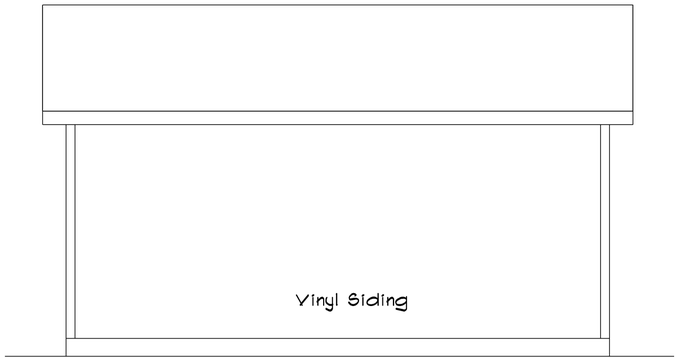
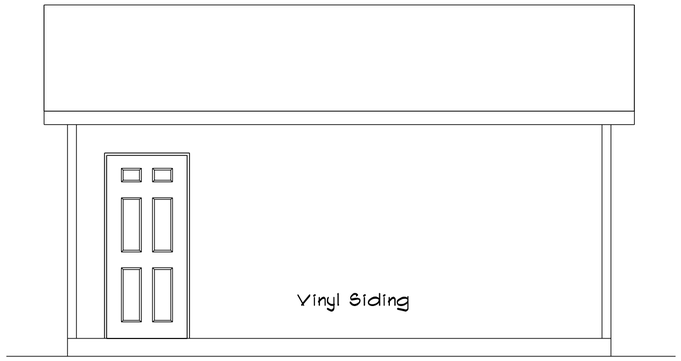
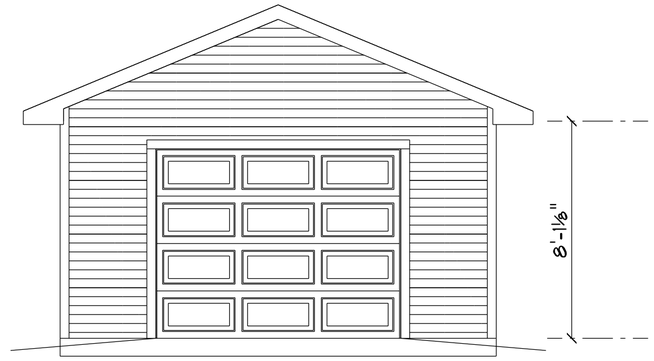
Wisconsin BUILDING SUPPLY



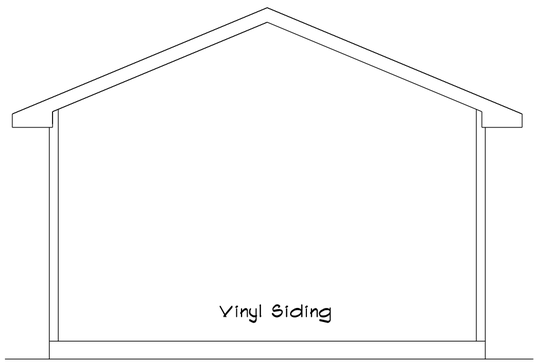

## LEFT PLAN
SCALE: 1/4"=1'-0"



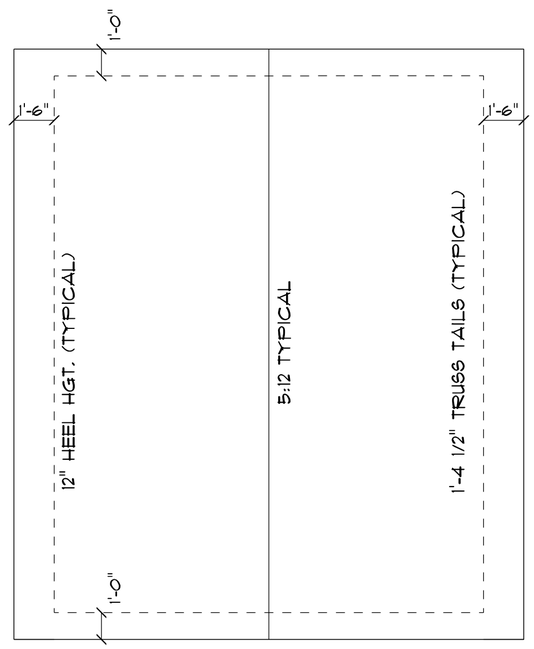

## RIGHT PLAN
SCALE: 1/4"=1'-0"



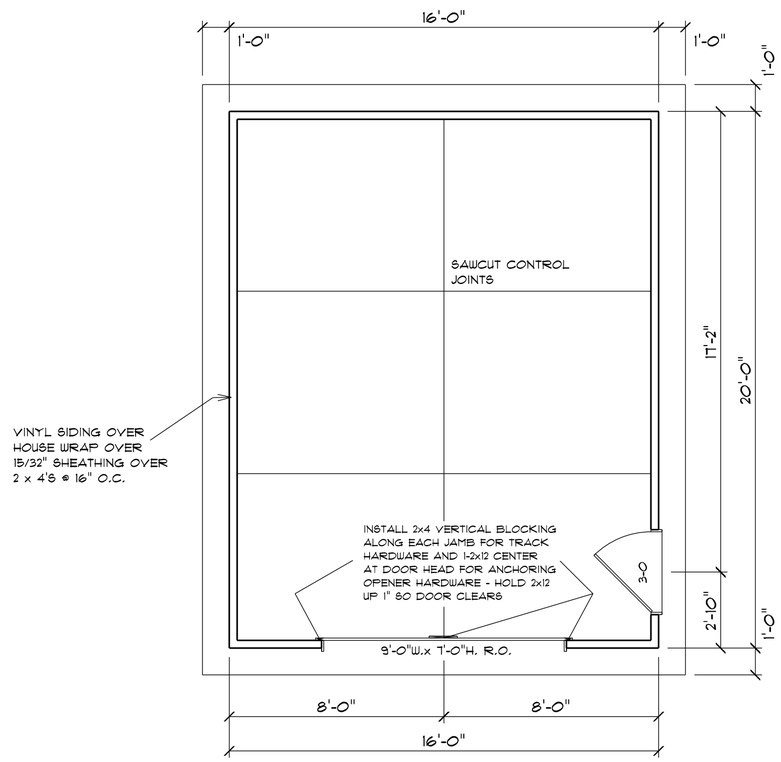

## FRONT PLAN
SCALE: 1/4"=1'-0"




## REAR PLAN
SCALE: 1/4"=1'-0"




## ROOF PLAN
SCALE: 1/4"=1'-0"




## FLOOR PLAN
SCALE: 1/4"=1'-0"

## NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT LOCAL BUILDING OFFICAL TO VERIFY IF BRACING IS REQUIRED FOR GARAGE PLAN PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

**IMPORTANT NOTE:**

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CUSTOM DESIGNED FOR:

GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald

SQ. FT.: N/A

DATE: October 26, 2017

SCALE: As Noted

REVISIONS: (Based Off Plan #17-109-R) 2/13/19 AVS 3/26/19 AVS

PLAN NO.: 19-068-R

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Wisconsin BUILDING SUPPLY

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # E.3

Consideration with possible action on HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1132 Harvey Street.

## BACKGROUND

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. Due to the increasing costs of building materials and labor, Habitat has submitted a HOME funding application requesting gap funding in the amount of $22,590.00 to construct a four-bedroom, two-bathroom, affordable, single-family home at 1132 Harvey Street.

Staff has reviewed the application and recommends the award of $22,590.00 in gap funding to support this build and make the home affordable.

## RECOMMENDATION

Approve HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1132 Harvey Street.

## FISCAL IMPACT

## ATTACHMENTS

1. 1132 Harvey Street Site Plan
2. Building Plan

# Site Plan

Part of Private Claim 1, East Side of Fox River, and part of Lot 6 of recorded plat "A Plat of Whitney's Addition to the City of Green Bay" (Volume 8, Plats, Page 27, Document No. 8P27, Brown County Records), being located in part of Private Claim 1 and 2, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

~ 1132 Harvey Street ~

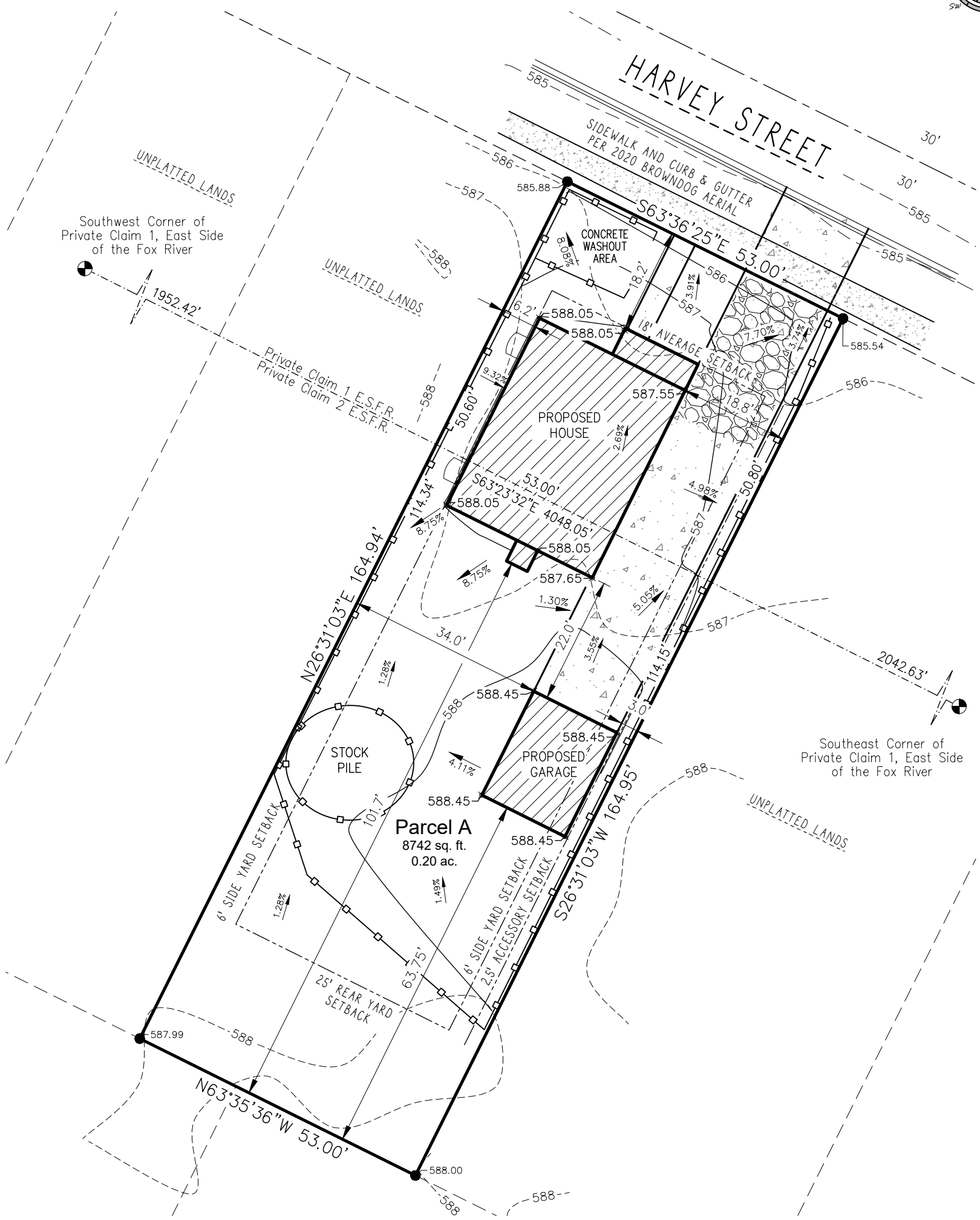
BUILDING ELEVATIONS

TOP OF WALL: 588.72 BASEMENT FLOOR: 581.05
FIN. FLOOR: 589.70 GAR. FLOOR: 588.95

Graphic Scale: 1" = 20'

0 20 40 60

Bearings referenced to South line of Private Claim 1, East Side of the Fox River, assumed to be S63°23'32"E




NOTES

Existing contours are from the 2020 Brown County LiDar data.

Elevations are referenced to the NAVD 88 Benchmark Datum. The conversion factor to the City of Green Bay Datum is -483.79'.

Footprint of proposed house is Foundation Plan from Wisconsin Building Supply Plan No. 19-068-R, revision date 3/26/19.

REVISION

1/8/24 mirror house footprint

## Legend

- PLSS corner
- point of record
- existing concrete
- proposed concrete
- 2.33% existing drainage arrow
- 2.33% proposed drainage arrow
- 234 existing contours
- 235 proposed contours
- 700.00 existing spot elevation
- 700.00 proposed spot elevation
- tracking pad
- window well
- silt fence
- curb & gutter line

Client: Habitat for Humanity
Tax Parcel: 7-740
Drafted By: NDK/BAB
File: M-5310 SitePlan 122223.dwg
Data File: M-5310.txt

vierbicher
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Sheet One of One
Project No.: M-5310
Drawing No.: X-1646
Fieldwork Completed: XX/XX/XX

# FRONT ELEVATION

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

# REAR ELEVATION

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

**IMPORTANT NOTE:**

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GREATER GREEN BAY
HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

SQ. FT.: See Plan

DRAWN BY: Michael Herald

SCALE: As Indicated

DATE: October 26, 2017

REVISIONS: (Based Off Plan #17-109-R)
2/13/19 AVS
3/26/19 AVS

PLAN NO.: 19-068-R


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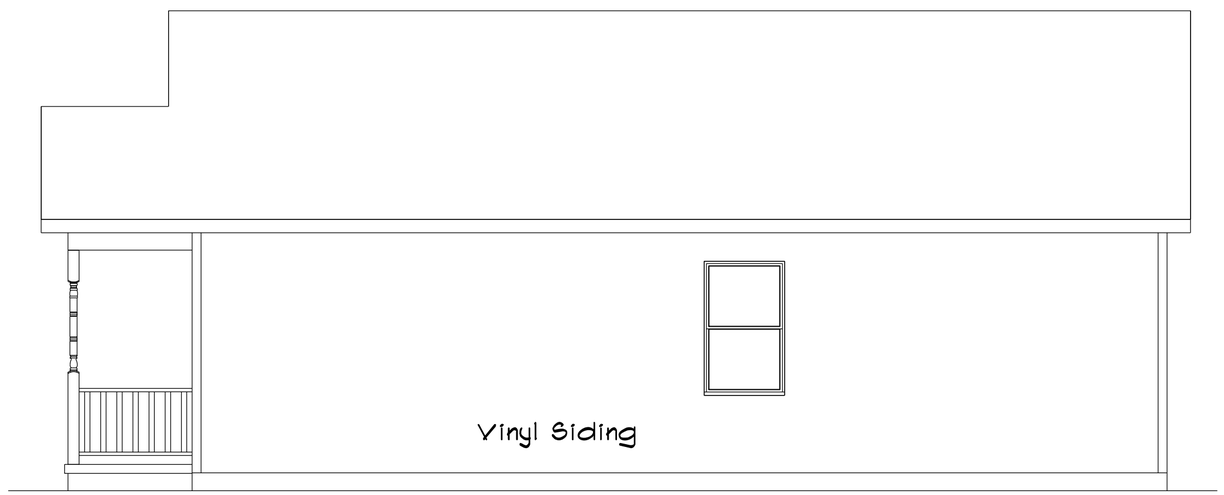
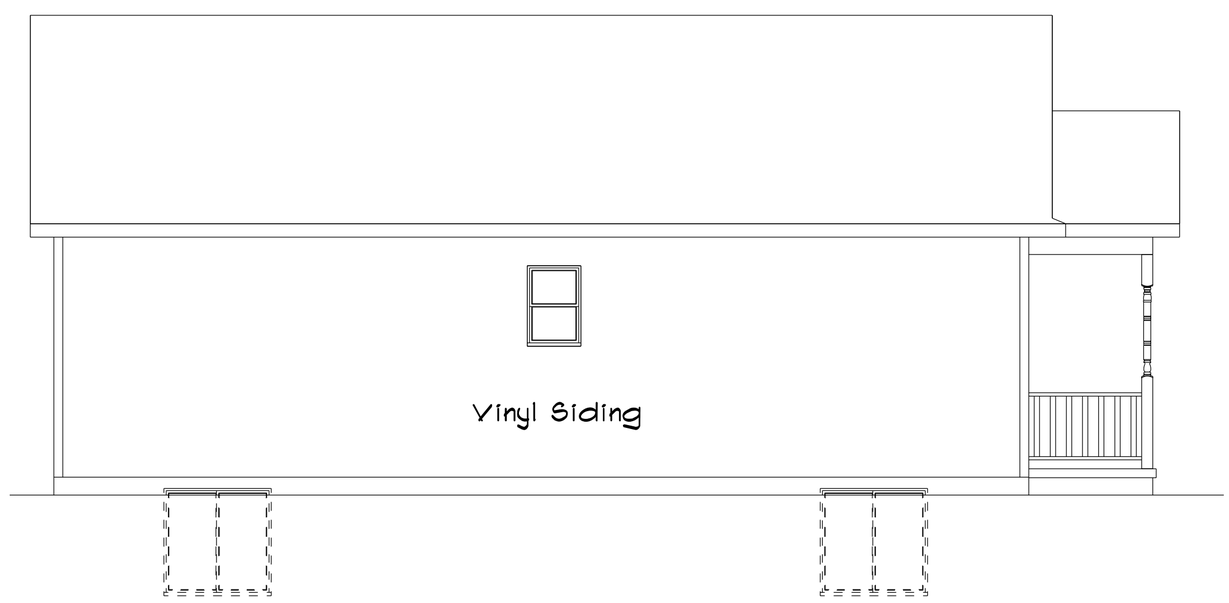



RIGHT ELEVATION

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




LEFT ELEVATION

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

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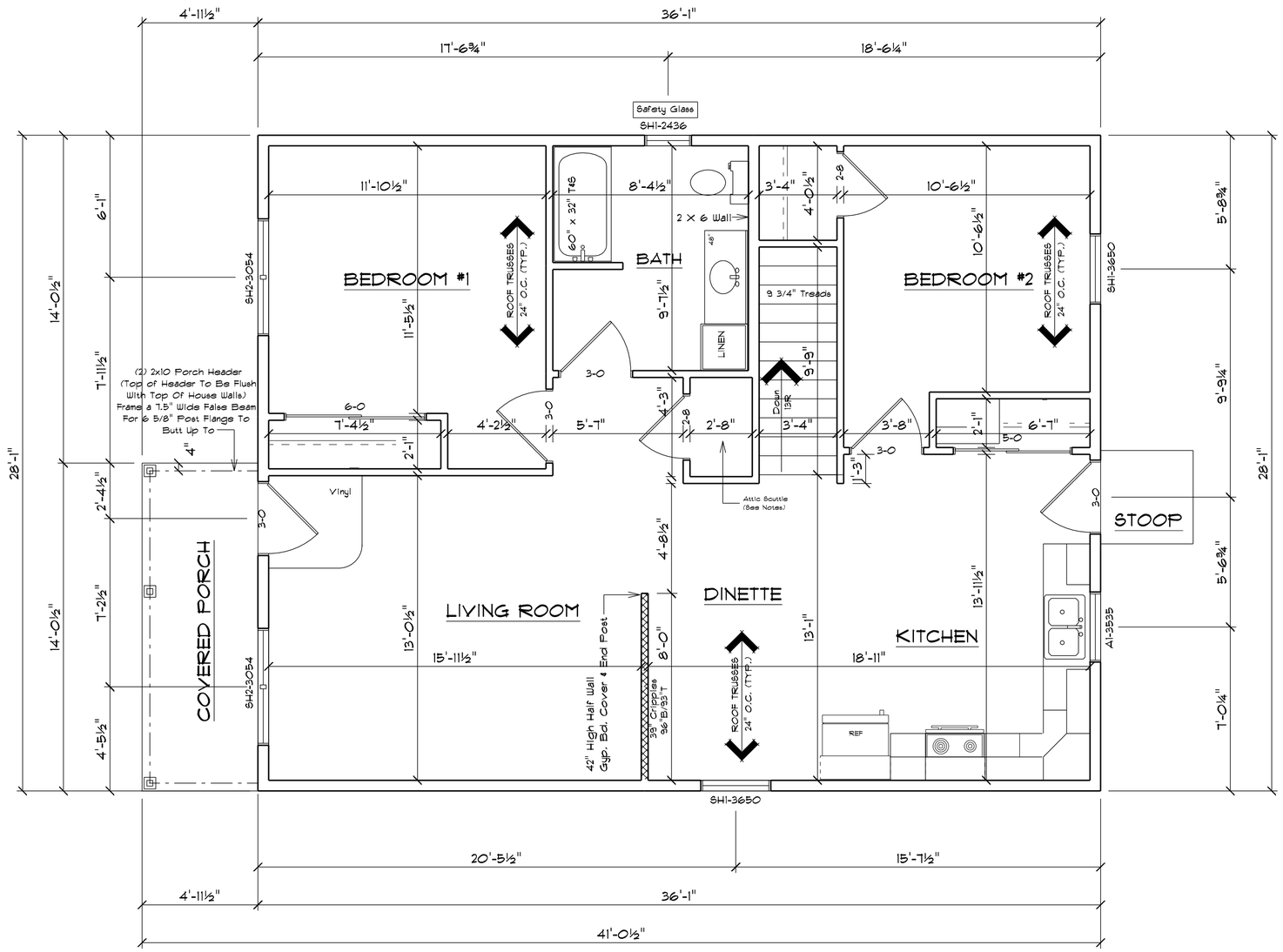


# FLOOR PLAN

8'-1 1/8" CLG. HGT.
1014 SQ. FT.
70 SQ. FT. (COVERED PORCH)

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTE:

BUILDER TO CONSULT TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES, AND ANY ADDITIONAL BEARING REQUIREMENTS OTHER THAN THOSE NOTED ON FLOOR PLANS

## NOTES:

1) FLOOR SYSTEM: 1ST FLR: 9 1/2" I-JOISTS @ 19.2" O.C.
   LOADING: TOTAL LOAD = 50#
   LL = 40#
   DL = 10#
   (ADDITIONAL 10# DL @ TILE AREAS)
   (ADDITIONAL 25# DL @ GRANITE AREAS)
   FLOOR DEFLECTION: LL = L/480
   DL = L/240
   DURATION OF LOAD: 1.00%
2) ROOF SYSTEM: WOOD TRUSSES @ 24" O.C.
   LOADING: TOTAL LOAD = 50#
   TCLL = 30#
   TCDL = 10#
   BCDL = 10#
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 1.15%
3) STD. HEADERS: (2) -2 x 10 SELECT STRUCTURAL HEM-FIR
4) EXT. WALL STUDS: 1ST FLR: 2x6 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
5) INT. WALL STUDS: 1ST FLR: 2x4 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
6) WINDOW SIZES SHOWN ARE FOR SILVERLINE WINDOWS SEE CATALOG FOR DETAILS
7) ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8) STAIRS: BSMT. TO 1ST FLR: 13 RISERS @ 7 13/16"
   12 TREADS @ 9 3/4"
9) PROVIDE ATTIC ACCESS PANEL W/ 2 - 2" FOAM ON BACK OF 5/8" GYPSUM BOARD. SET ON FOAM WEATHERSTRIP ROUGH OPENING TO BE 16 1/2" X 27". PROVIDE 1/2" OSB INSULATION BAFFLES 16" TO TOP MEASURED FROM BOTTOM OF TRUSSES. MIN. CODE CLEAR FINISH OPEN OF ACCESS IS 14"X24"
10) AT BEDROOM 2, BASEMENT BEDROOMS, AND HALL CLOSETS INSTALL MINIMUM OF 3-2X6 BACKING FOR CLOSET POLE BRACKET CENTERED IN CLOSET AT 70" TO TOP.
11) FOR STAIR RAILING INSTALL MINIMUM OF 2-2X6 BLOCKING AT TOP AND BOTTOM OF STAIRS AND 3 AT MIDDLE SPACED 3'-3" APART AT 36" TO TOP OF BLOCKING FOR A TOTAL OF FIVE BRACKETS SPACED
12) THE ABOVE CONDITIONS LISTED ARE STANDARD FOR THIS PLAN (EXCEPTIONS ARE NOTED ON THE PLAN)

## IMPORTANT NOTE:

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JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: 1014 Sq. Ft.

DATE: October 26, 2017 — SCALE: 1/4" = 1'-0"

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS, 3/26/19 AVS — PLAN NO.: 19-068-R

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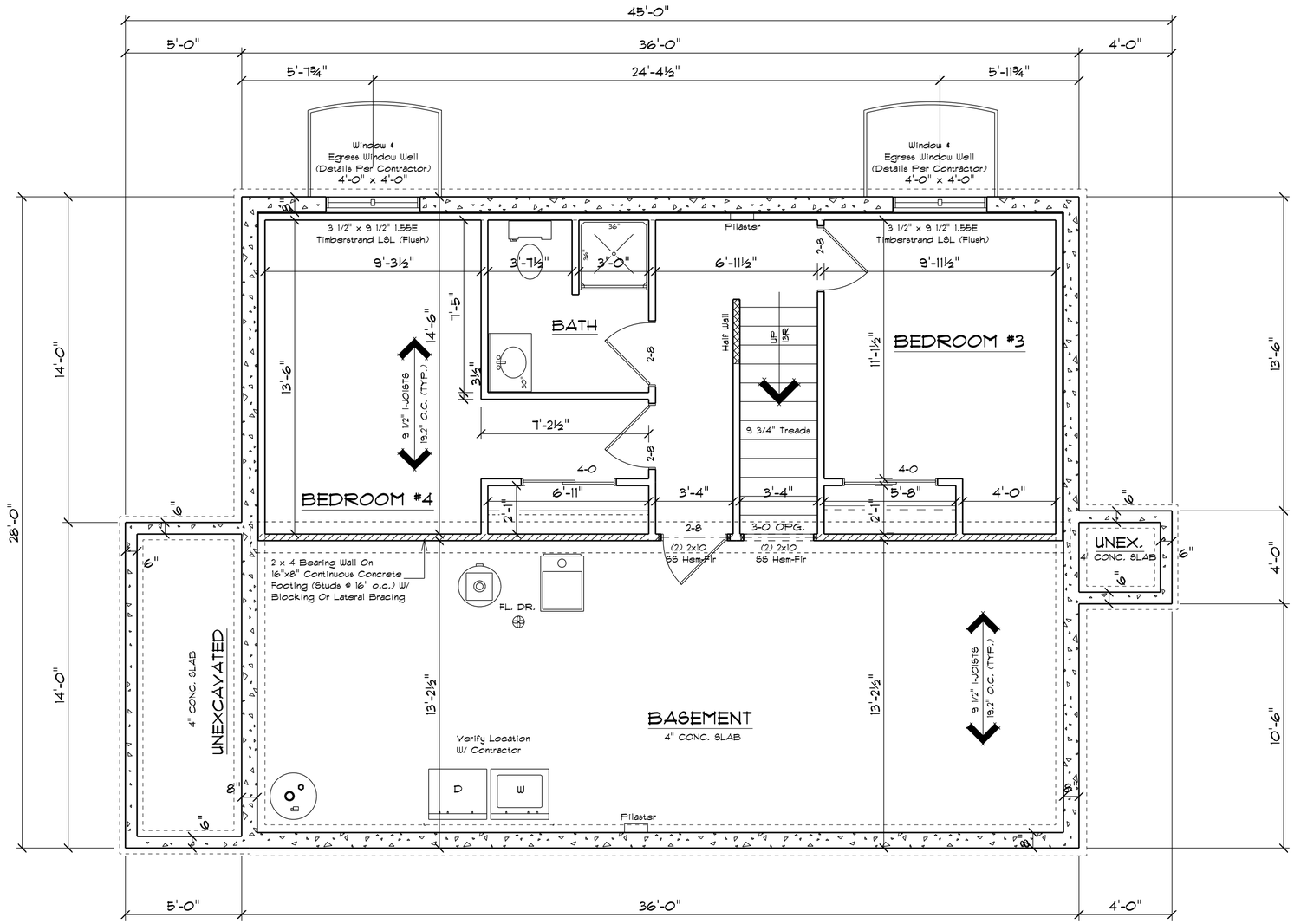


# FOUNDATION PLAN

8'-0" FOUNDATION WALL HGT.
444 SQ. FT.

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTES:

1) FOUNDATION WALLS:
   HOUSE: 8" POURED CONCRETE WALLS 8'-0" HIGH
   GARAGE / PORCH: 6" POURED CONCRETE WALLS 4'-0" HIGH
2) THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
   BASEMENT WINDOWS — FLOOR DRAINS
   ELECTRIC SERVICES — WATER HEATER
   SUMP PIT & PUMP — FURNACE
3) BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS IF NOT NOTED ON THE FOUNDATION PLAN
4) POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
5) STEEL COLUMNS TO SUPPORT 12,000 LBS. UNLESS OTHERWISE NOTED
6) ASSUMED SOIL BEARING CAPACITY IS 3,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
7) FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER UDC TABLE 21.18-B BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGNED BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN ARE THE RESPONSIBILITY OF THE FOUNDATION AND OR GENERAL CONTRACTOR.
8) ALL LUMBER IN PERMANENT CONTACT WITH CONCRETE MUST BE PRESSURE-TREATED LUMBER AS PER UDC 21.10.

## IMPORTANT NOTE:

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: 444 Sq. Ft.

DATE: October 26, 2017 — SCALE: 1/4" = 1'-0"

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS; 3/26/19 AVS — PLAN NO.: 19-068-R


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FAX (920) 494-9510
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P.O. BOX 10007
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COMPONENTS:
PHONE (920) 496-5094
FAX (920) 498-1213
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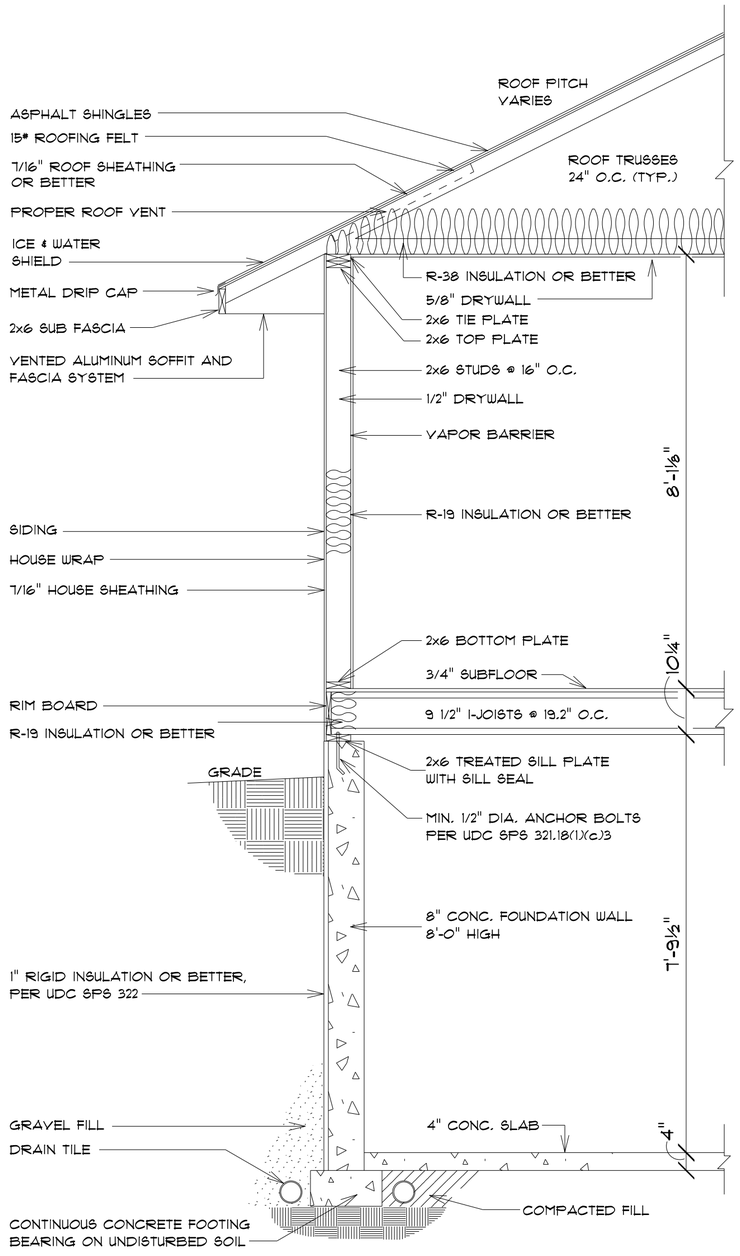
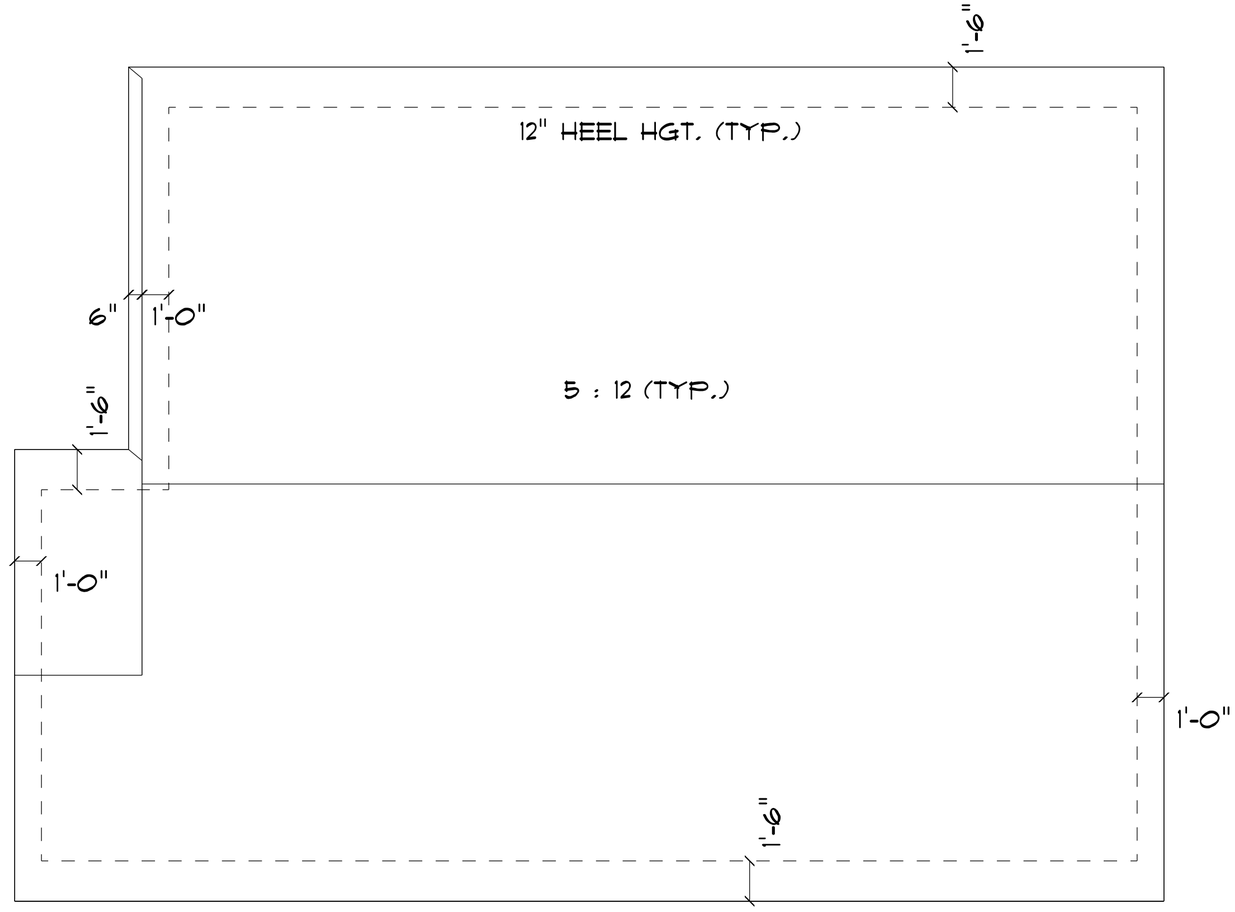
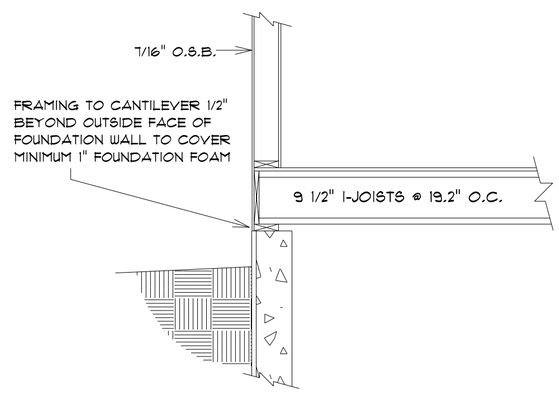



## TYPICAL RANCH SECTION

SCALE: 1/2" = 1'-0"

ALL ITEMS TO BE VERIFIED BY CONTRACTOR




## BOX SILL DETAIL

SCALE: 1/2" = 1'-0"

**IMPORTANT NOTE:**

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: See Plan

DATE: October 26, 2017 — SCALE: As Indicated

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS, 2/13/19 AVS — PLAN NO.: 19-068-R

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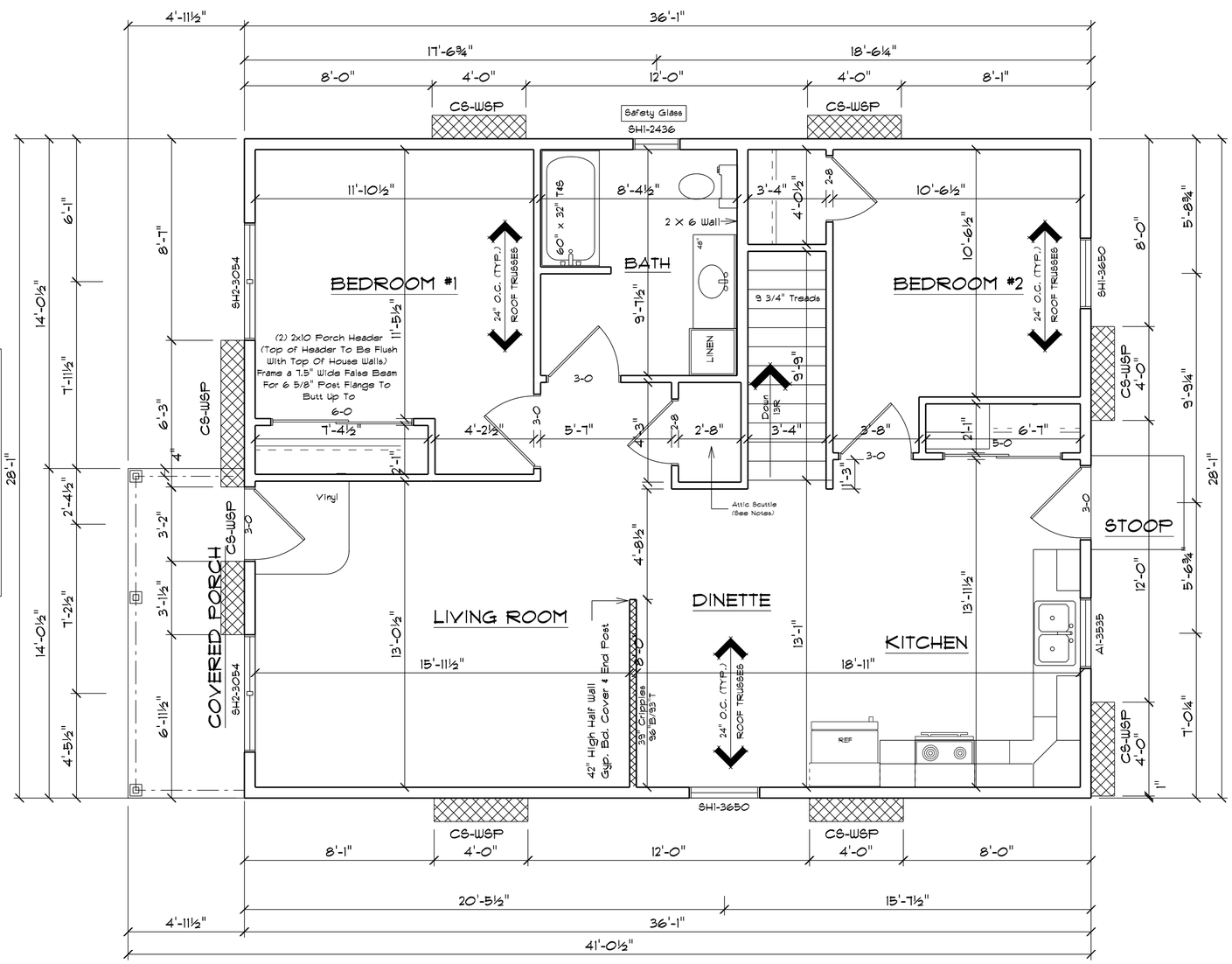
Wisconsin BUILDING SUPPLY

# WALL BRACING LAYOUT PLAN

Scale: 1/4" = 1'-0"
House Wall Ht.: 8'-1 1/8"
Garage Wall Ht.: 9'-0 7/8"
Top-Of-Wall-To-Ridge Ht.: 8'-1 3/4"
Exterior Stud Spacing: 16" O.C.
Seismic Design: B

TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"




TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 9'-4 1/2"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

## GENERAL NOTES:

WALL BRACING, SPS 321.25 (8)

<> CIRCUMSCRIBED RECTANGLES
<>EACH FLOOR PLAN LEVEL SHALL BE CIRCUMSCRIBED WITH ONE OR MORE RECTANGLES AROUND THE ENTIRE FLOOR PLAN AT THE FLOOR LEVEL UNDER CONSIDERATION. WHEN MULTIPLE RECTANGLES ARE USED, EACH SIDE SHALL BE BRACED AS THOUGH IT WERE A SEPARATE BUILDING AND THE BRACING AMOUNT ADDED TOGETHER ALONG THE COMMON WALL WHERE ADJACENT RECTANGLES OVERLAP OR ABUT.
<>EACH RECTANGLE SHALL HAVE A MAXIMUM RECTANGLE LENGTH-TO-WIDTH RATIO OF 3:1.

<> BRACED WALL PANEL (BWP) LOCATIONS: WITHIN 12'-6" FROM EACH SIDE AND 21'-0" PANEL EDGE TO PANEL EDGE (SEE FIGURE 321.25-C)
<>ALL EDGES OF PANEL-TYPE BRACING, EXCEPT HORIZONTAL JOINTS IN GB BRACING, SHALL BE ATTACHED TO FRAMING OR BLOCKING.
<>THE INTERIOR SIDE OF ALL EXTERIOR WALLS SHALL BE SHEATHED WITH MINIMUM 1/2" GYPSUM WALLBOARD UNLESS OTHERWISE PERMITTED TO BE EXCLUDED BY THIS SUBSECTION. (THIS REQUIREMENT IS EXCLUDED IN PORTAL FRAME METHOD)
<>BRACING WITH CS-WSP SHALL HAVE SHEATHING INSTALLED ON ALL SHEATHABLE SURFACES ABOVE, BELOW, AND BETWEEN WALL OPENINGS.
<>EACH BRACED WALL PANEL MAY CONTAIN NO MORE THAN ONE HOLE, HAVING A MAXIMUM DIMENSION OF NO MORE THAN TEN PERCENT OF THE LEAST DIMENSION OF THE PANEL, AND CONFINED TO THE MIDDLE THREE-FORTHS OF THE PANEL.

<> BLOCKING AND BRIDGING: 21.18 BRIDGING USED AT PARALLEL BOX SILL AND FLOOR JOIST. BRIDGING (@ 32" O.C.) IS THE SAME DEPTH AS THE JOIST.
<> WHERE JOISTS ARE PERPENDICULAR TO BWL'S ABOVE OR BELOW, BLOCKING SHALL BE PROVIDED BETWEEN THE JOISTS AT BWP LOCATIONS TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.
<> WHERE JOISTS ARE PARALLEL TO BWL'S ABOVE OR BELOW, A RIM JOIST OR OTHER PARALLEL FRAMING MEMBER SHALL BE PROVIDED AT THE BWP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.

## WALL BRACING MATERIAL LEGEND

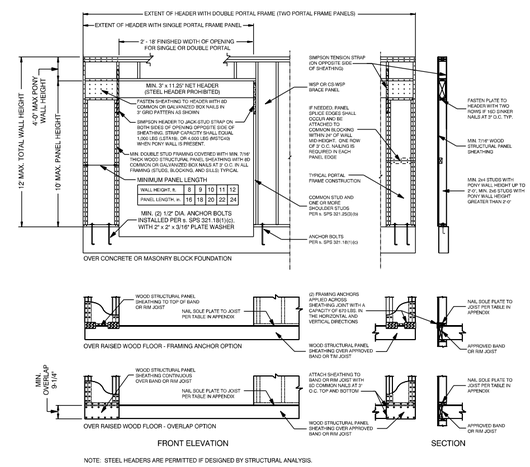
| | |
|---|---|
| CS-WSP | (CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL)<br>3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING<br>7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING<br>FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 1/4" LONG<br>MAXIMUM FASTENER SPACING:<br>6" EDGES, 12" FIELD (NAILS) / 3" EDGES, 6" FIELD (STAPLES) |

## TABLE 321.25-H a,b
## MINIMUM WIDTHS OF CS-WSP BRACED WALL PANELS

| MAXIMUM OPENING HEIGHT ADJACENT TO BRACED WALL PANEL | MINIMUM LENGTH OF FULL-HEIGHT BRACED WALL PANEL (INCHES) | | | |
|---|---|---|---|---|
| | 8' TALL WALL | 9' TALL WALL | 10' TALL WALL | 12' TALL WALL |
| 5' - 4" | 24 | 27 | 30 | 36 |
| 6' - 8" | 32 | 30 | 30 | 36 |
| 8' - 0" | 48 | 41 | 38 | 36 |
| 9' - 0" | - | 54 | 46 | 41 |
| 10' - 0" | - | - | 60 | 48 |
| 12' - 0" | - | - | - | 72 |

a. SHEATHING SHALL EXTEND FROM TOP OF THE TOP PLATE TO THE BOTTOM PLATE AND MAY BE MULTIPLE SHEETS. ALL JOINTS SHALL BE BLOCKED.
b. INTERPOLATION IS PERMITTED

FIGURE 321.25-A
PF / CS-PF - PORTAL FRAME BRACE CONSTRUCTION




NOTE: STEEL HEADERS ARE PERMITTED IF DESIGNED BY STRUCTURAL ANALYSIS.
NOTE: AS SHOWN IN THE ABOVE CROSS-SECTION, 1/2" GYPSUM WALL BOARD IS NOT REQUIRED ON THE INTERIOR SIDE OF THE WALL.

## IMPORTANT NOTE:

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SQ. FT.: See Plan
DRAWN BY: Michael Herald
SCALE: As Indicated
DATE: October 26, 2017
REVISIONS: 2/13/19 AVS; 3/26/19 AVS (Based Off Plan #TI-109-R)
PLAN NO.: 19-068-R


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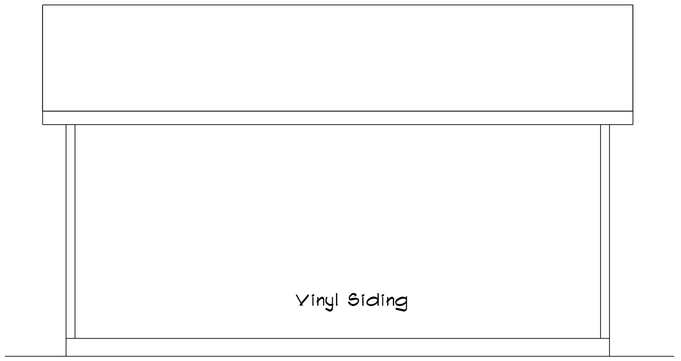
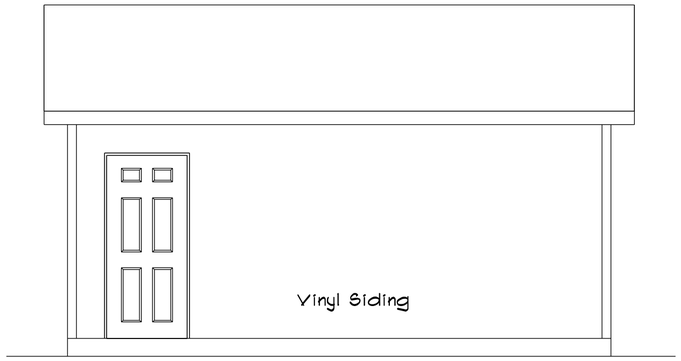
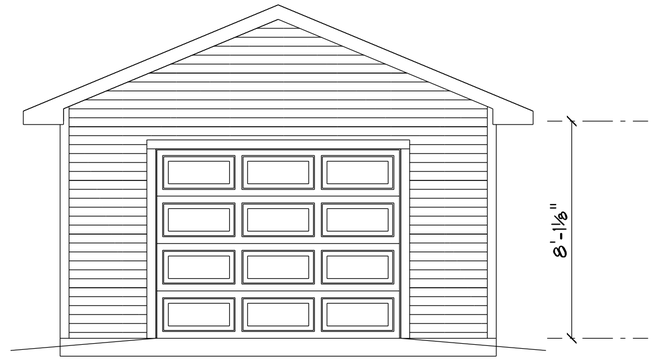
Wisconsin BUILDING SUPPLY



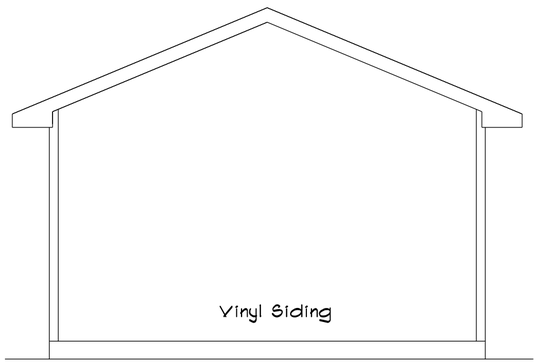

## LEFT PLAN
SCALE: 1/4"=1'-0"



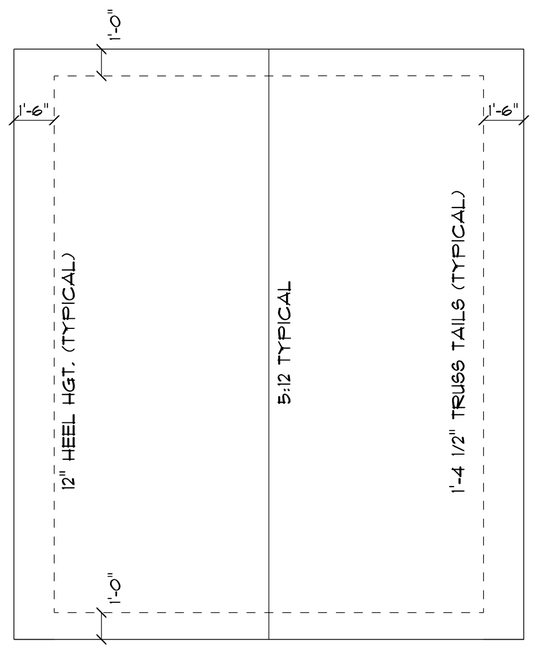

## RIGHT PLAN
SCALE: 1/4"=1'-0"



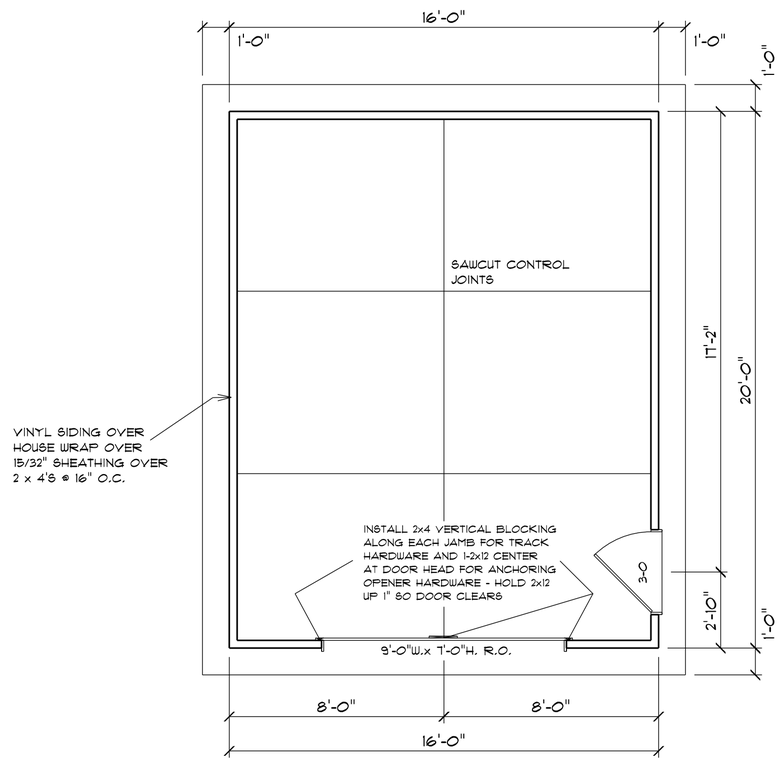

## FRONT PLAN
SCALE: 1/4"=1'-0"




## REAR PLAN
SCALE: 1/4"=1'-0"




## ROOF PLAN
SCALE: 1/4"=1'-0"




## FLOOR PLAN
SCALE: 1/4"=1'-0"

## NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT LOCAL BUILDING OFFICAL TO VERIFY IF BRACING IS REQUIRED FOR GARAGE PLAN PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

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CUSTOM DESIGNED FOR:

GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald

SQ. FT.: N/A

DATE: October 26, 2017

SCALE: As Noted

REVISIONS: (Based Off Plan #17-109-R) 2/13/19 AVS 3/26/19 AVS

PLAN NO.: 19-068-R

OFFICE:
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COMPONENTS:
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GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # E.4

Consideration with possible action on HOME funding request from Greater Green Bay Habitat for Humanity to build a home at 1151 Reber Street.

## BACKGROUND

Greater Green Bay Habitat for Humanity (Habitat) proposes to build a one-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. Due to the increasing costs of building materials and labor, Habitat has submitted a HOME funding application requesting gap funding in the amount of $19,990.00 to construct a four-bedroom, two-bathroom, affordable, single-family home at 1151 Reber Street.

## RECOMMENDATION

Staff has reviewed the application and recommends the award of $19,990.00 in gap funding to support this build and make the home affordable.

## FISCAL IMPACT

## ATTACHMENTS

1. Building Plan
2. 1151 Reber Street Site Plan

# FRONT ELEVATION

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

# REAR ELEVATION

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

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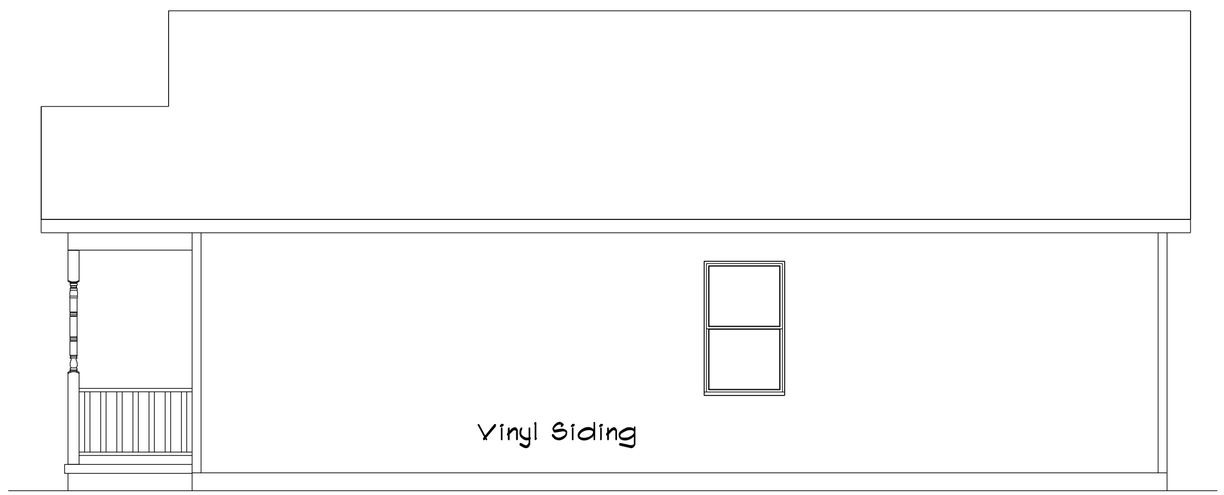


RIGHT ELEVATION

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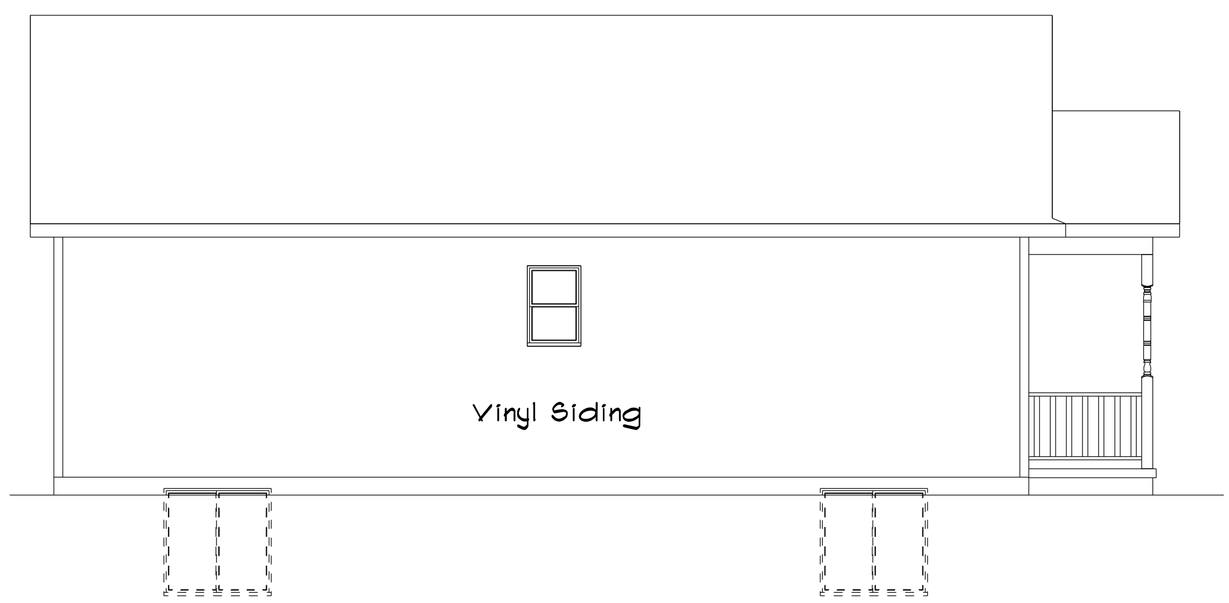


LEFT ELEVATION

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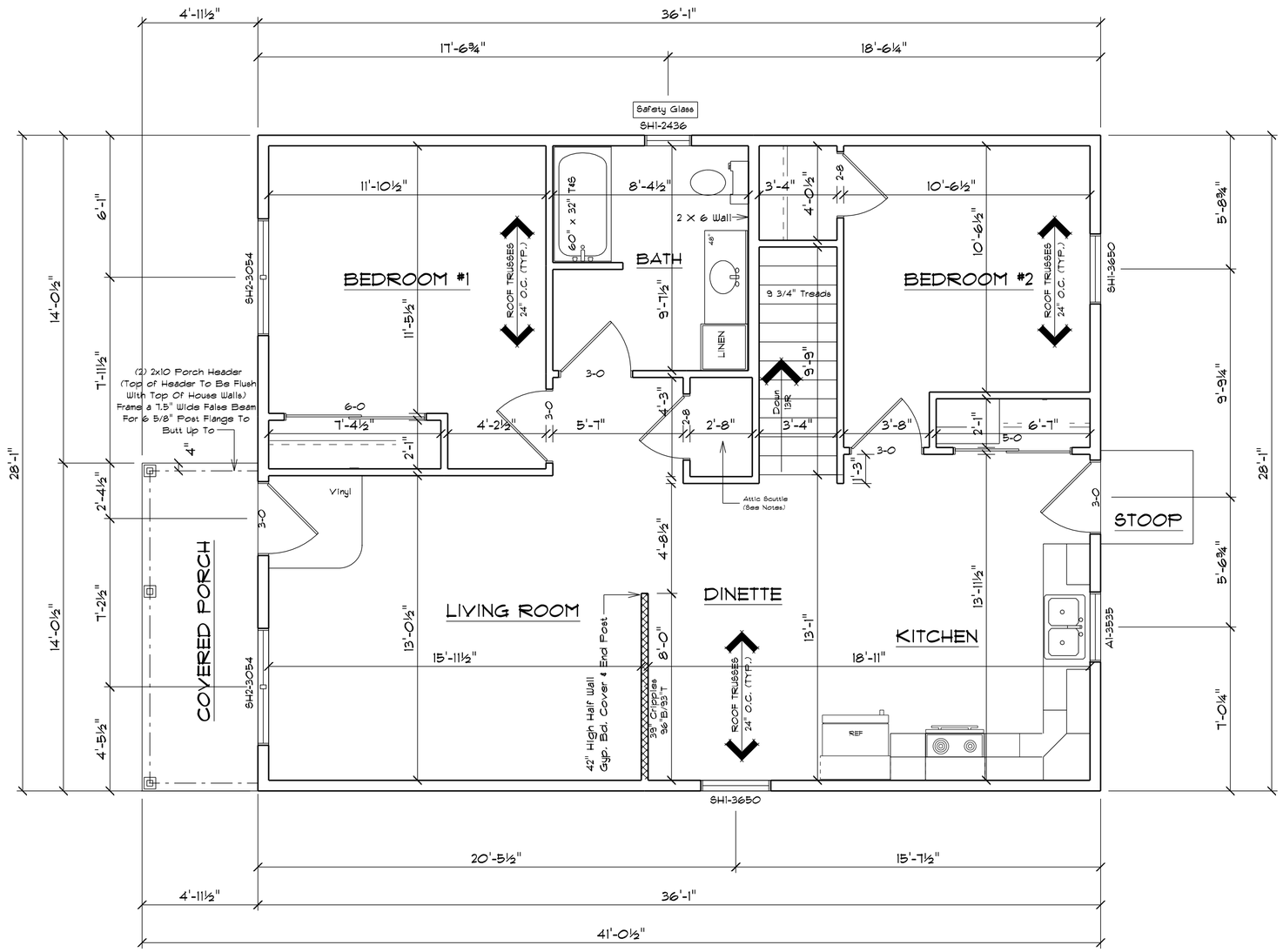


# FLOOR PLAN

8'-1 1/8" CLG. HGT.
1014 SQ. FT.
70 SQ. FT. (COVERED PORCH)

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTE:

BUILDER TO CONSULT TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES, AND ANY ADDITIONAL BEARING REQUIREMENTS OTHER THAN THOSE NOTED ON FLOOR PLANS

## NOTES:

1) FLOOR SYSTEM: 1ST FLR: 9 1/2" I-JOISTS @ 19.2" O.C.
   LOADING: TOTAL LOAD = 50#
   LL = 40#
   DL = 10#
   (ADDITIONAL 10# DL @ TILE AREAS)
   (ADDITIONAL 25# DL @ GRANITE AREAS)
   FLOOR DEFLECTION: LL = L/480
   DL = L/240
   DURATION OF LOAD: 1.00%
2) ROOF SYSTEM: WOOD TRUSSES @ 24" O.C.
   LOADING: TOTAL LOAD = 50#
   TCLL = 30#
   TCDL = 10#
   BCDL = 10#
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 1.15%
3) STD. HEADERS: (2) -2 x 10 SELECT STRUCTURAL HEM-FIR
4) EXT. WALL STUDS: 1ST FLR: 2x6 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
5) INT. WALL STUDS: 1ST FLR: 2x4 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
6) WINDOW SIZES SHOWN ARE FOR SILVERLINE WINDOWS SEE CATALOG FOR DETAILS
7) ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8) STAIRS: BSMT. TO 1ST FLR: 13 RISERS @ 7 13/16"
   12 TREADS @ 9 3/4"
9) PROVIDE ATTIC ACCESS PANEL W/ 2 - 2" FOAM ON BACK OF 5/8" GYPSUM BOARD. SET ON FOAM WEATHERSTRIP ROUGH OPENING TO BE 16 1/2" X 27". PROVIDE 1/2" OSB INSULATION BAFFLES 16" TO TOP MEASURED FROM BOTTOM OF TRUSSES. MIN. CODE CLEAR FINISH OPEN OF ACCESS IS 14"X24"
10) AT BEDROOM 2, BASEMENT BEDROOMS, AND HALL CLOSETS INSTALL MINIMUM OF 3-2X6 BACKING FOR CLOSET POLE BRACKET CENTERED IN CLOSET AT 70" TO TOP.
11) FOR STAIR RAILING INSTALL MINIMUM OF 2-2X6 BLOCKING AT TOP AND BOTTOM OF STAIRS AND 3 AT MIDDLE SPACED 3'-3" APART AT 36" TO TOP OF BLOCKING FOR A TOTAL OF FIVE BRACKETS SPACED
12) THE ABOVE CONDITIONS LISTED ARE STANDARD FOR THIS PLAN (EXCEPTIONS ARE NOTED ON THE PLAN)

## IMPORTANT NOTE:

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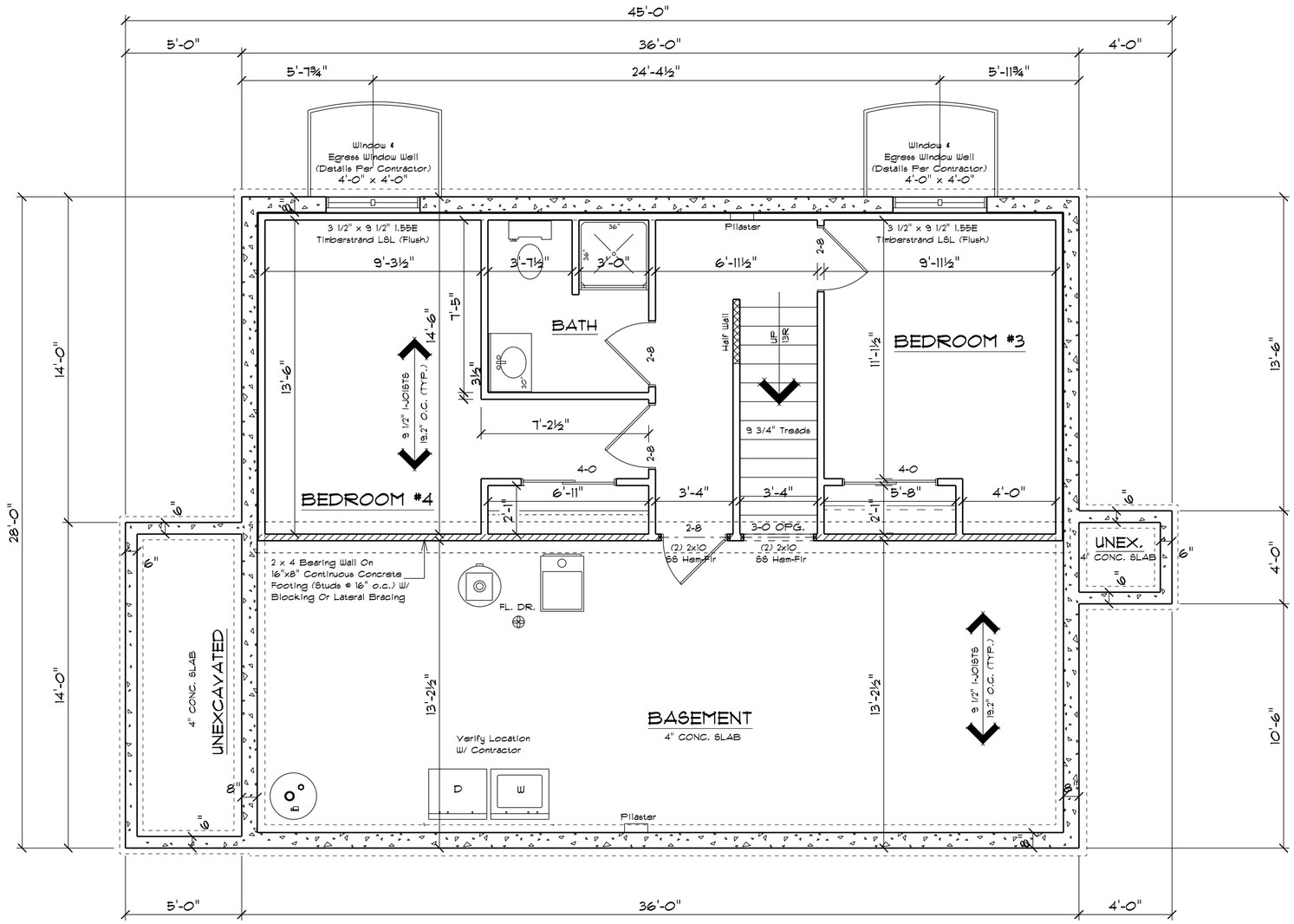
GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY




# FOUNDATION PLAN

8'-0" FOUNDATION WALL HGT.
444 SQ. FT.

## NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

## NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

## NOTES:

1) FOUNDATION WALLS:
   HOUSE: 8" POURED CONCRETE WALLS 8'-0" HIGH
   GARAGE / PORCH: 6" POURED CONCRETE WALLS 4'-0" HIGH
2) THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
   BASEMENT WINDOWS — FLOOR DRAINS
   ELECTRIC SERVICES — WATER HEATER
   SUMP PIT & PUMP — FURNACE
3) BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS IF NOT NOTED ON THE FOUNDATION PLAN
4) POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
5) STEEL COLUMNS TO SUPPORT 12,000 LBS. UNLESS OTHERWISE NOTED
6) ASSUMED SOIL BEARING CAPACITY IS 3,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
7) FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER UDC TABLE 21.18-B BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGNED BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN ARE THE RESPONSIBILITY OF THE FOUNDATION AND OR GENERAL CONTRACTOR.
8) ALL LUMBER IN PERMANENT CONTACT WITH CONCRETE MUST BE PRESSURE-TREATED LUMBER AS PER UDC 21.10.

## IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: 444 Sq. Ft.

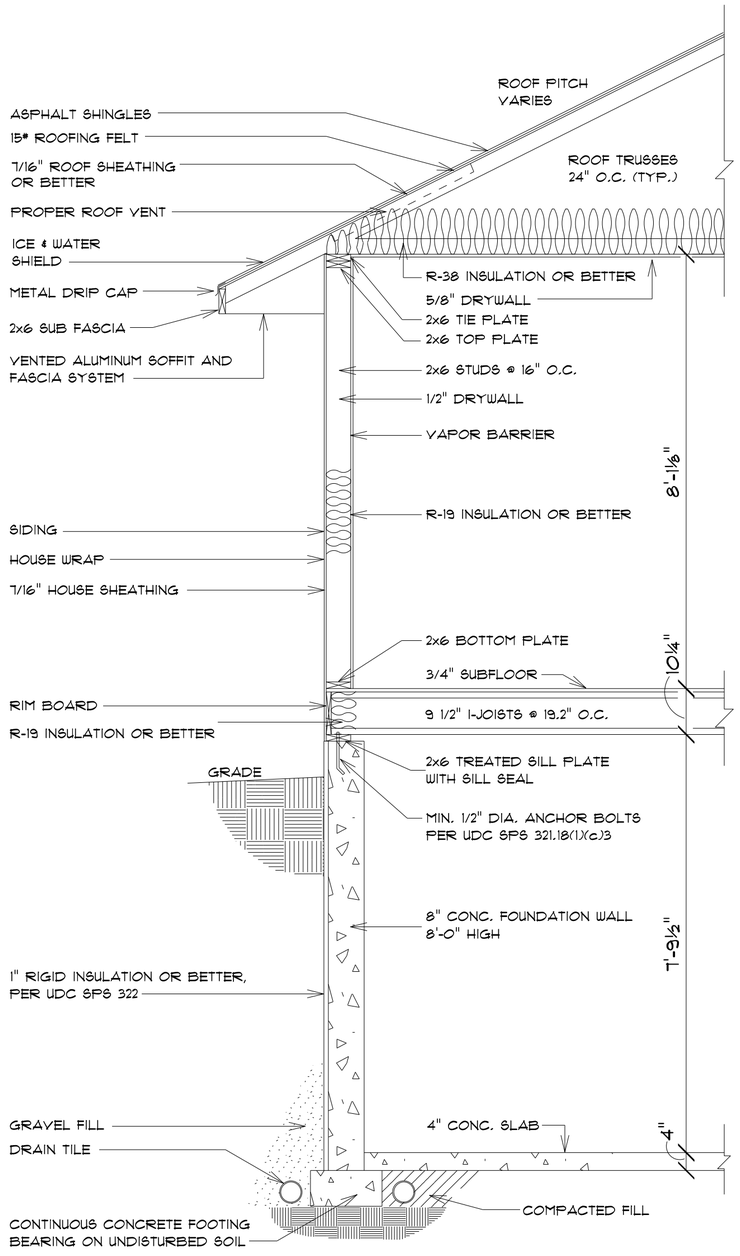
DATE: October 26, 2017 — SCALE: 1/4" = 1'-0"

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS; 3/26/19 AVS — PLAN NO.: 19-068-R


OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1990 LARSEN ROAD
P.O. BOX 10007
GREEN BAY, WI 54307

COMPONENTS:
PHONE (920) 496-5094
FAX (920) 498-1213
1745 MORAINE TERRACE
GREEN BAY, WI 54303

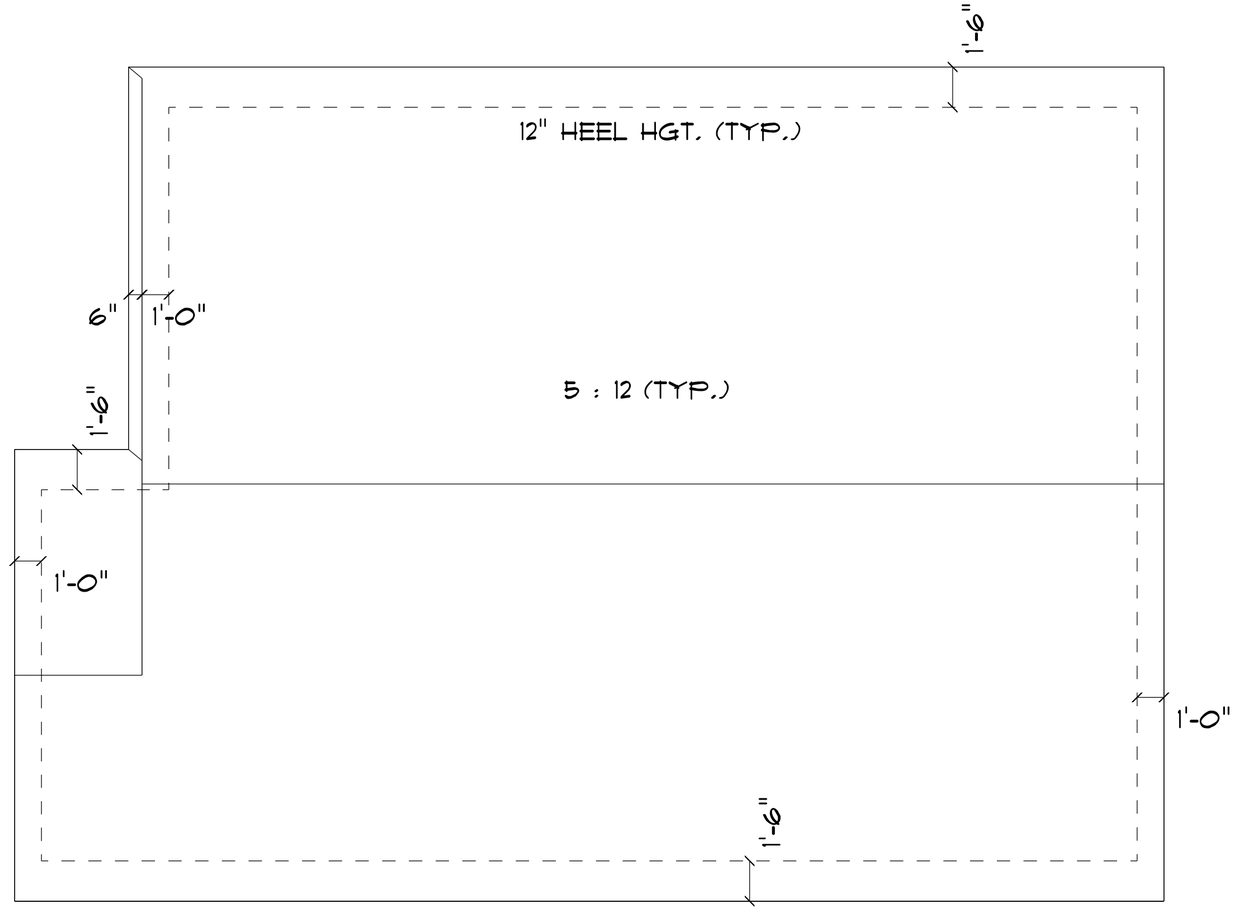
Wisconsin BUILDING SUPPLY

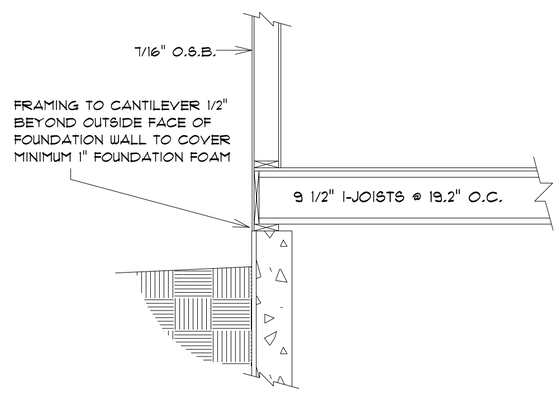



## TYPICAL RANCH SECTION

SCALE: 1/2" = 1'-0"

ALL ITEMS TO BE VERIFIED BY CONTRACTOR




## BOX SILL DETAIL

SCALE: 1/2" = 1'-0"

**IMPORTANT NOTE:**

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* IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald — SQ. FT.: See Plan

DATE: October 26, 2017 — SCALE: As Indicated

REVISIONS: (Based Off Plan #17-103-R) 2/13/19 AVS, 2/13/19 AVS — PLAN NO.: 19-068-R

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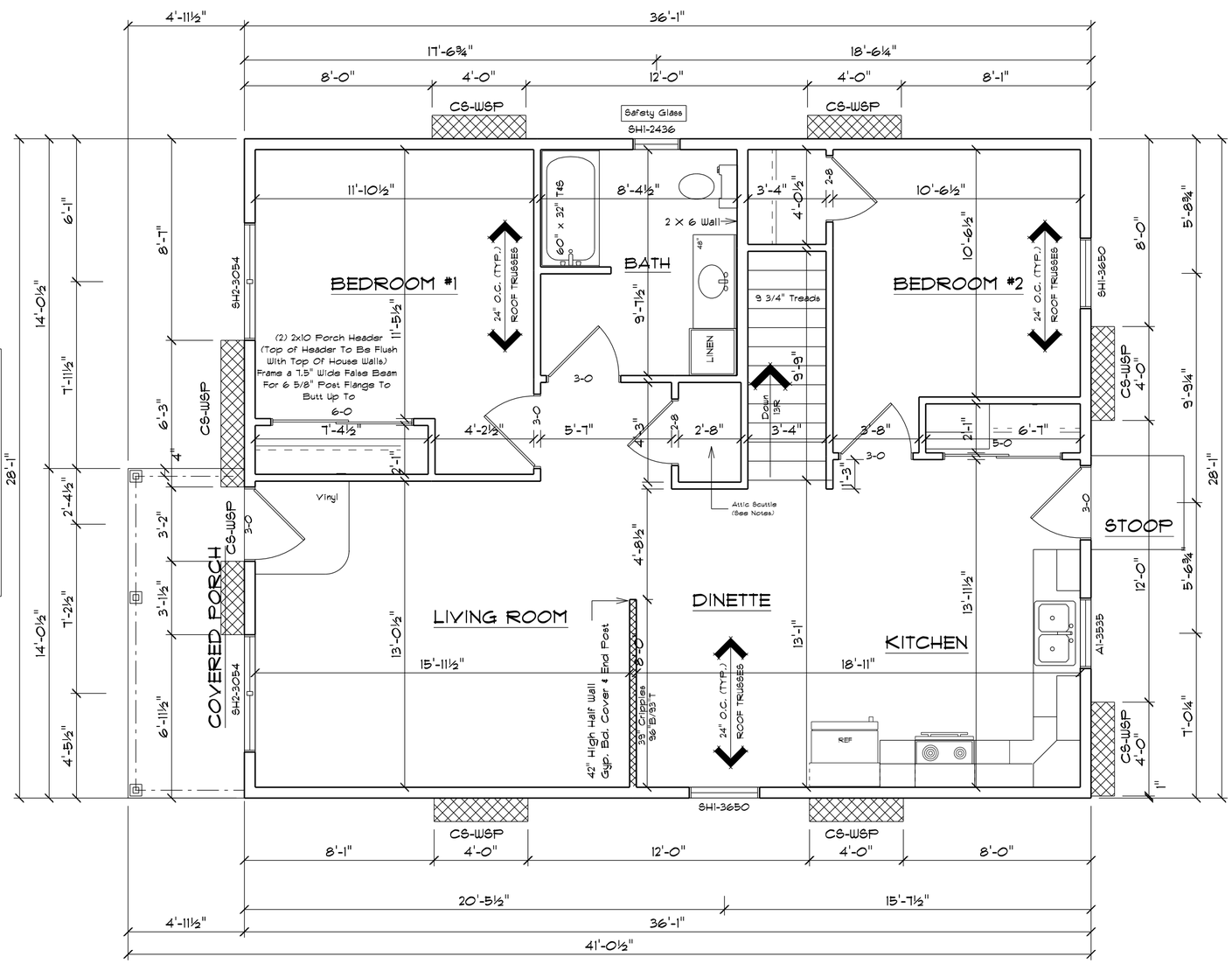
Wisconsin BUILDING SUPPLY

# WALL BRACING LAYOUT PLAN

Scale: 1/4" = 1'-0"
House Wall Ht.: 8'-1 1/8"
Garage Wall Ht.: 9'-0 7/8"
Top-Of-Wall-To-Ridge Ht.: 8'-1 3/4"
Exterior Stud Spacing: 16" O.C.
Seismic Design: B

TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"




TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 9'-4 1/2"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

TOTAL ADJACENT SIDE LENGTH: 36'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 7'-4 15/16"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

6.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 7'-4 15/16"

## GENERAL NOTES:

WALL BRACING, SPS 321.25 (8)

<> CIRCUMSCRIBED RECTANGLES
<>EACH FLOOR PLAN LEVEL SHALL BE CIRCUMSCRIBED WITH ONE OR MORE RECTANGLES AROUND THE ENTIRE FLOOR PLAN AT THE FLOOR LEVEL UNDER CONSIDERATION. WHEN MULTIPLE RECTANGLES ARE USED, EACH SIDE SHALL BE BRACED AS THOUGH IT WERE A SEPARATE BUILDING AND THE BRACING AMOUNT ADDED TOGETHER ALONG THE COMMON WALL WHERE ADJACENT RECTANGLES OVERLAP OR ABUT.
<>EACH RECTANGLE SHALL HAVE A MAXIMUM RECTANGLE LENGTH-TO-WIDTH RATIO OF 3:1.

<> BRACED WALL PANEL (BWP) LOCATIONS: WITHIN 12'-6" FROM EACH SIDE AND 21'-0" PANEL EDGE TO PANEL EDGE (SEE FIGURE 321.25-C)
<>ALL EDGES OF PANEL-TYPE BRACING, EXCEPT HORIZONTAL JOINTS IN GB BRACING, SHALL BE ATTACHED TO FRAMING OR BLOCKING.
<>THE INTERIOR SIDE OF ALL EXTERIOR WALLS SHALL BE SHEATHED WITH MINIMUM 1/2" GYPSUM WALLBOARD UNLESS OTHERWISE PERMITTED TO BE EXCLUDED BY THIS SUBSECTION. (THIS REQUIREMENT IS EXCLUDED IN PORTAL FRAME METHOD)
<>BRACING WITH CS-WSP SHALL HAVE SHEATHING INSTALLED ON ALL SHEATHABLE SURFACES ABOVE, BELOW, AND BETWEEN WALL OPENINGS.
<>EACH BRACED WALL PANEL MAY CONTAIN NO MORE THAN ONE HOLE, HAVING A MAXIMUM DIMENSION OF NO MORE THAN TEN PERCENT OF THE LEAST DIMENSION OF THE PANEL, AND CONFINED TO THE MIDDLE THREE-FORTHS OF THE PANEL.

<> BLOCKING AND BRIDGING: 21.18 BRIDGING USED AT PARALLEL BOX SILL AND FLOOR JOIST. BRIDGING (@ 32" O.C.) IS THE SAME DEPTH AS THE JOIST.
<> WHERE JOISTS ARE PERPENDICULAR TO BWL'S ABOVE OR BELOW, BLOCKING SHALL BE PROVIDED BETWEEN THE JOISTS AT BWP LOCATIONS TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.
<> WHERE JOISTS ARE PARALLEL TO BWL'S ABOVE OR BELOW, A RIM JOIST OR OTHER PARALLEL FRAMING MEMBER SHALL BE PROVIDED AT THE BWP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.

## WALL BRACING MATERIAL LEGEND

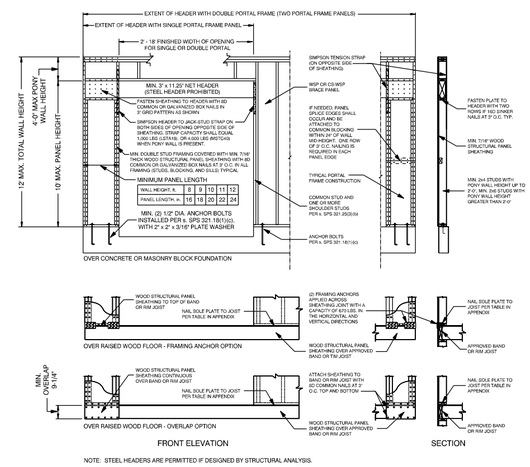
| | |
|---|---|
| CS-WSP | (CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL)<br>3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING<br>7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING<br>FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 1/4" LONG<br>MAXIMUM FASTENER SPACING:<br>6" EDGES, 12" FIELD (NAILS) / 3" EDGES, 6" FIELD (STAPLES) |

## TABLE 321.25-H a,b
## MINIMUM WIDTHS OF CS-WSP BRACED WALL PANELS

| MAXIMUM OPENING HEIGHT ADJACENT TO BRACED WALL PANEL | MINIMUM LENGTH OF FULL-HEIGHT BRACED WALL PANEL (INCHES) | | | |
|---|---|---|---|---|
| | 8' TALL WALL | 9' TALL WALL | 10' TALL WALL | 12' TALL WALL |
| 5' - 4" | 24 | 27 | 30 | 36 |
| 6' - 8" | 32 | 30 | 30 | 36 |
| 8' - 0" | 48 | 41 | 38 | 36 |
| 9' - 0" | - | 54 | 46 | 41 |
| 10' - 0" | - | - | 60 | 48 |
| 12' - 0" | - | - | - | 72 |

a. SHEATHING SHALL EXTEND FROM TOP OF THE TOP PLATE TO THE BOTTOM PLATE AND MAY BE MULTIPLE SHEETS. ALL JOINTS SHALL BE BLOCKED.
b. INTERPOLATION IS PERMITTED

FIGURE 321.25-A
PF / CS-PF - PORTAL FRAME BRACE CONSTRUCTION




NOTE: STEEL HEADERS ARE PERMITTED IF DESIGNED BY STRUCTURAL ANALYSIS.
NOTE: AS SHOWN IN THE ABOVE CROSS-SECTION, 1/2" GYPSUM WALL BOARD IS NOT REQUIRED ON THE INTERIOR SIDE OF THE WALL.

## IMPORTANT NOTE:

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CUSTOM DESIGNED FOR: GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.
SQ. FT.: See Plan
DRAWN BY: Michael Herald
SCALE: As Indicated
DATE: October 26, 2017
REVISIONS: 2/13/19 AVS; 3/26/19 AVS (Based Off Plan #TI-109-R)
PLAN NO.: 19-068-R


OFFICE:
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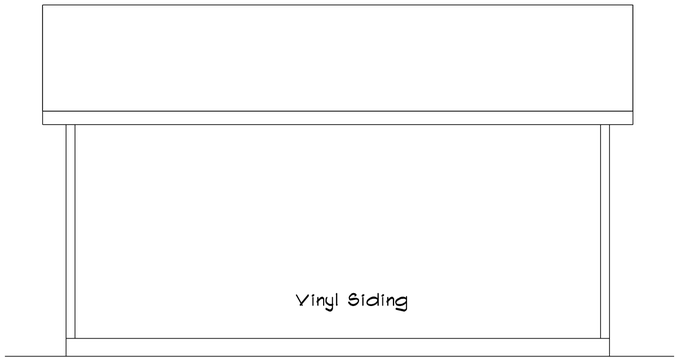
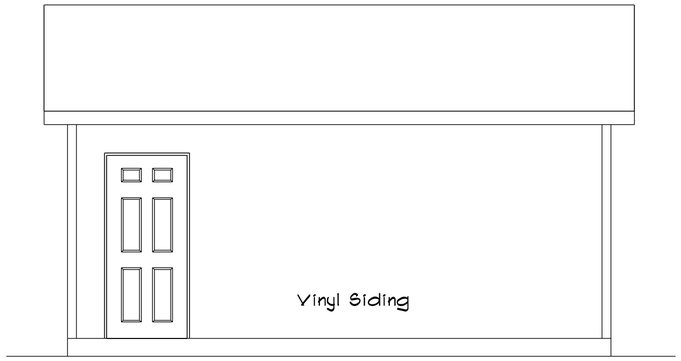
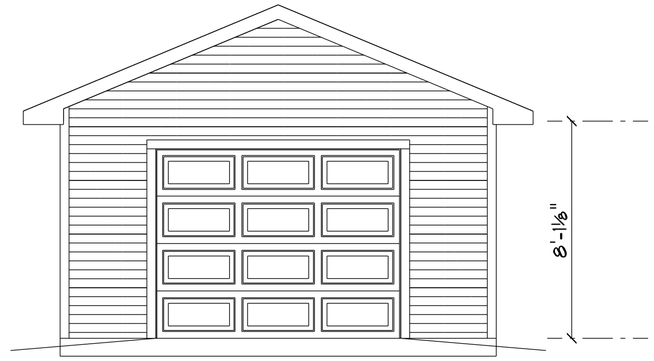
Wisconsin BUILDING SUPPLY



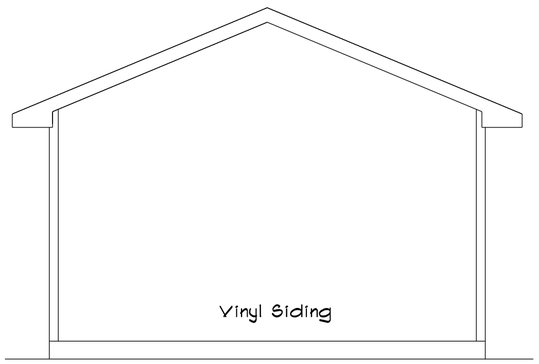

## LEFT PLAN
SCALE: 1/4"=1'-0"



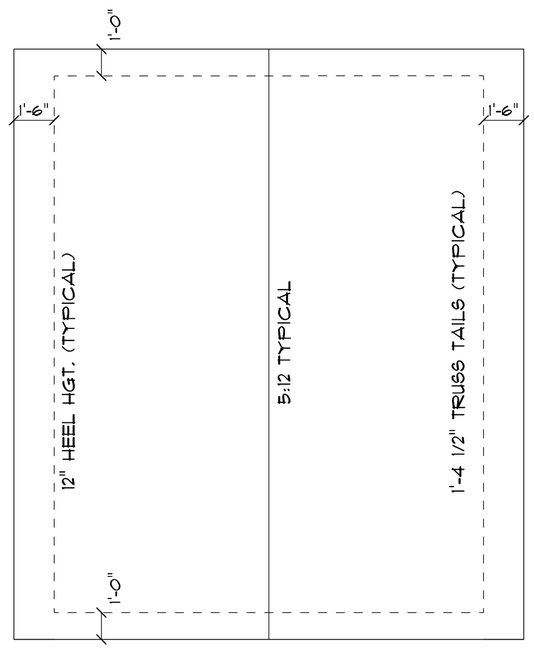

## RIGHT PLAN
SCALE: 1/4"=1'-0"



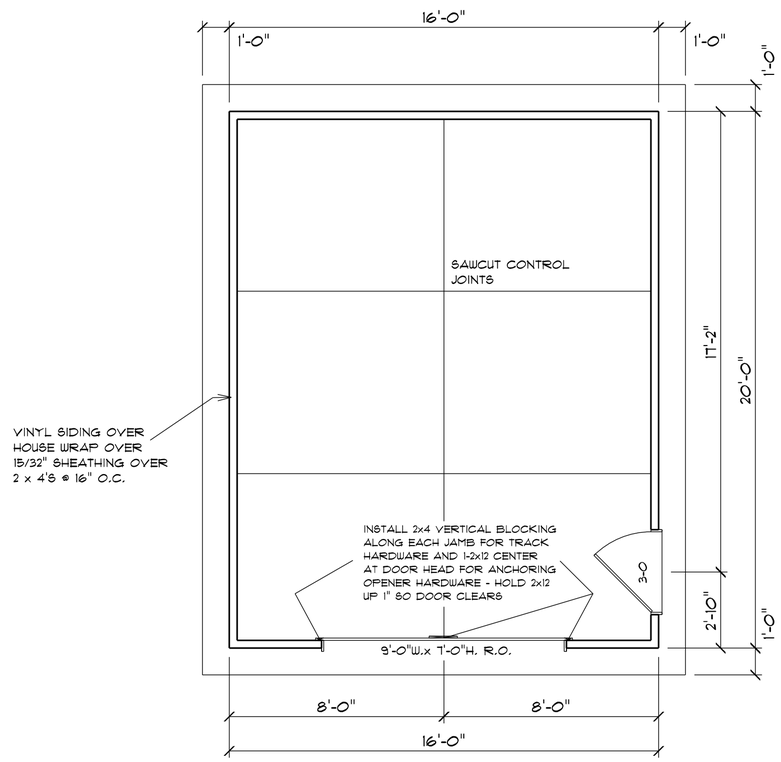

## FRONT PLAN
SCALE: 1/4"=1'-0"




## REAR PLAN
SCALE: 1/4"=1'-0"




## ROOF PLAN
SCALE: 1/4"=1'-0"




## FLOOR PLAN
SCALE: 1/4"=1'-0"

## NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT LOCAL BUILDING OFFICAL TO VERIFY IF BRACING IS REQUIRED FOR GARAGE PLAN PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

**IMPORTANT NOTE:**

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CUSTOM DESIGNED FOR:

GREATER GREEN BAY HABITAT FOR HUMANITY

JOB NAME: 1146 S. Greenwood Ave.

DRAWN BY: Michael Herald

SQ. FT.: N/A

DATE: October 26, 2017

SCALE: As Noted

REVISIONS: (Based Off Plan #17-109-R) 2/13/19 AVS 3/26/19 AVS

PLAN NO.: 19-068-R

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9570
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P.O. BOX 10001
GREEN BAY, WI 54307

COMPONENTS:
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1145 MORAINE TERRACE
GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY

# Site Plan

All of Lot 20, Block 45 of recorded plat "Map of Eastmans Addition to the City of Green Bay", (Volume 8, Plats, Page 9, Document No. 8P9, Brown County Records), being located in part of Private Claim 1, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin.

~ 1151 Reber Street ~

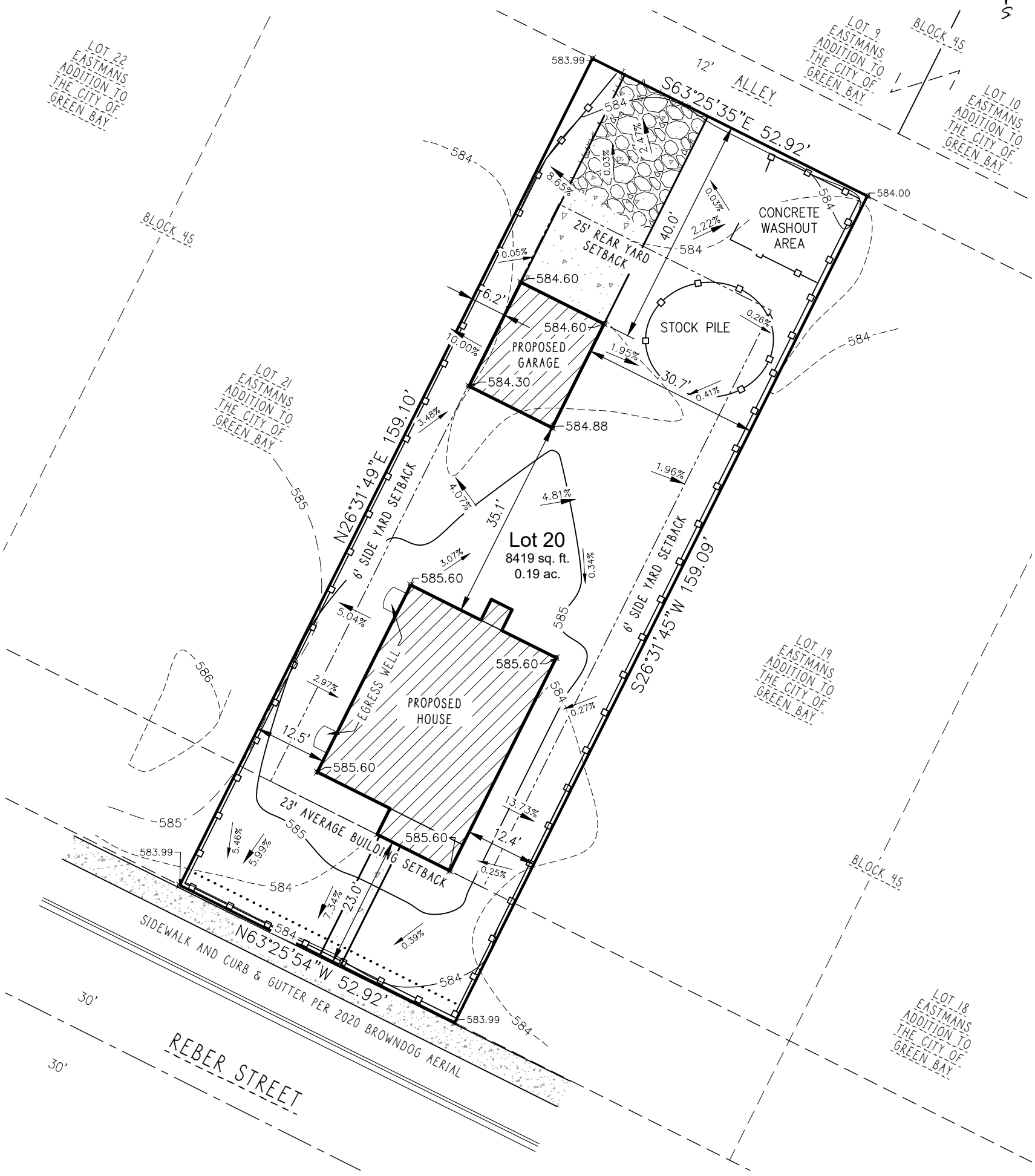
BUILDING ELEVATIONS

TOP OF WALL: 586.27 BASEMENT FLOOR: 578.60
FIN. FLOOR: 587.25 GAR. FLOOR: 585.20

Graphic Scale: 1" = 20'

0 20 40 60

Bearings referenced to South line Lot 20, Block 45 of recorded plat "Map of Eastmans Addition to the City of Green Bay", (Volume 8, Plats, Page 9, Document No. 8P9, Brown County Records), assumed to be N63°25'54"W.




## Legend

| | | | |
|---|---|---|---|
| | existing concrete | | no access |
| | proposed concrete | 700.00 | existing spot elevation |
| 2.33% | existing drainage arrow | 700.00 | proposed spot elevation |
| 2.33% | proposed drainage arrow | | tracking pad |
| 234 | existing contours | | silt fence |
| 235 | proposed contours | | curb & gutter line |

NOTES

Existing contours are from the 2020 Brown County LiDar data.

Elevations are referenced to the NAVD 88 Benchmark Datum. The conversion factor to the City of Green Bay Datum is -483.79'.

Footprint of proposed house is Foundation Plan from Wisconsin Building Supply Plan No. 19-068-R, revision date 3/26/19.

REVISION 1/8/24 extended driveway to be 40' and added egress wells.

Client: Habitat for Humanity
Tax Parcel: 20-64
Drafted By: NDK/BAB
File: H-23423 SitePlan Lot 20 010824.dwg
Data File: H-23423.txt

vierbicher
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Sheet One of One
Project No.: H-23423
Drawing No.: X-1647
Fieldwork Completed: XX/XX/XX

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Ronda Bitney |

## AGENDA ITEM # E.5

Consideration with possible action to approve a one-year development agreement with NeighborWorks Green Bay for the parcel located at 929 N Broadway.

## 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 three-month planning option was awarded to NeighborWorks for the development of a three-bedroom, two-bath, single-family home. In December 2023, a three-month extension was awarded to complete their design and proforma.

Staff has received a request for a one-year development agreement from NeighborWorks to begin construction of an affordable three-bedroom, two-bath, single-family home with an attached two-car garage. NeighborWorks is offering to purchase the parcel for the amount of $12,700. This project will also be included in the Bridges Construction and Renovation Program of the Green Bay Area Schools 2024-25 academic year.

## RECOMMENDATION

To approve a one-year development agreement with NeighborWorks including the sale of the parcel for $12,700 for an affordable three-bedroom, two-bath home.

## FISCAL IMPACT

## ATTACHMENTS

1. Green Bay_929 N Broadway_Development Agreement Request_20240202_v4_COMPILED

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078

We solve housing challenges and build stronger communities.

February 2, 2024

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

**Re: Development Agreement Request at 929 N. Broadway**

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay (NWGB) is requesting a development agreement with the Redevelopment Authority of Green Bay (RDA) for the 929 N. Broadway site (Parcel ID 18-502).

We request consideration for the property as outlined below –

- Parcel 18-502 (929 N. Broadway) – We plan to purchase the parcel for the asking price of $12,700 for the construction of a new 3-bedroom, 2-bath single-story, single-family, owner-occupied home with an attached 2-car garage. We plan to submit a Community Housing Development Organization (CHDO) funding request in the amount of $50,000 to assist in the project construction. Additionally, we plan to submit a request for up to $24,999 in HOME funds as down payment assistance to qualified for homebuyer(s).

The home design will follow the typical material palette and construction style as other current and previously completed projects by the NeighborWorks team and will fit well into the existing neighborhood fabric.

We are excited to be working in partnership with a new private donor that is committed to building an ongoing relationship to support affordable workforce housing in Green Bay, and in particular, this northwest Green Bay neighborhood. Plus, we plan to include this project as part of the Bridges Construction and Renovation Program of the Green Bay Area Public Schools as 2024-25 academic year projects. (See attached preliminary plans and elevations of the area under review).

Thank you for your consideration of this exciting and if there is any additional information you require from our team, please let me know and we can follow up as soon as possible.

Sincerely,

**David W. 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

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

PropertyHook

ParcelLine

Block boundary

Bulkhead Line

Historic Parcel Line (20under)

Hydrography

Lines between deeds or lots (20pdashed)

Lot boundary

Meander line

Original Right of Way

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 |

## PERCENTAGE OF IMPERVIOUS

### SQUARE FOOTAGE INFORMATION:

| | |
|---|---|
| NEW RESIDENCE = | 1,063.0 SQ. FT. (MAIN LEVEL*) + 77.5 SQ. FT. (PORCHES) |
| TOTAL RESIDENCE = | 1,140.5 SQ. FT. |
| 2-CAR GARAGE (ATTACHED) = | 576.0 SQ. FT. |
| TOTAL SPACE = | 1,716.5 SQ. FT. |
| DRIVEWAY + WALKWAYS = | 865.9 SQ. FT. |

*UNFINISHED LOWER LEVEL IS FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT*

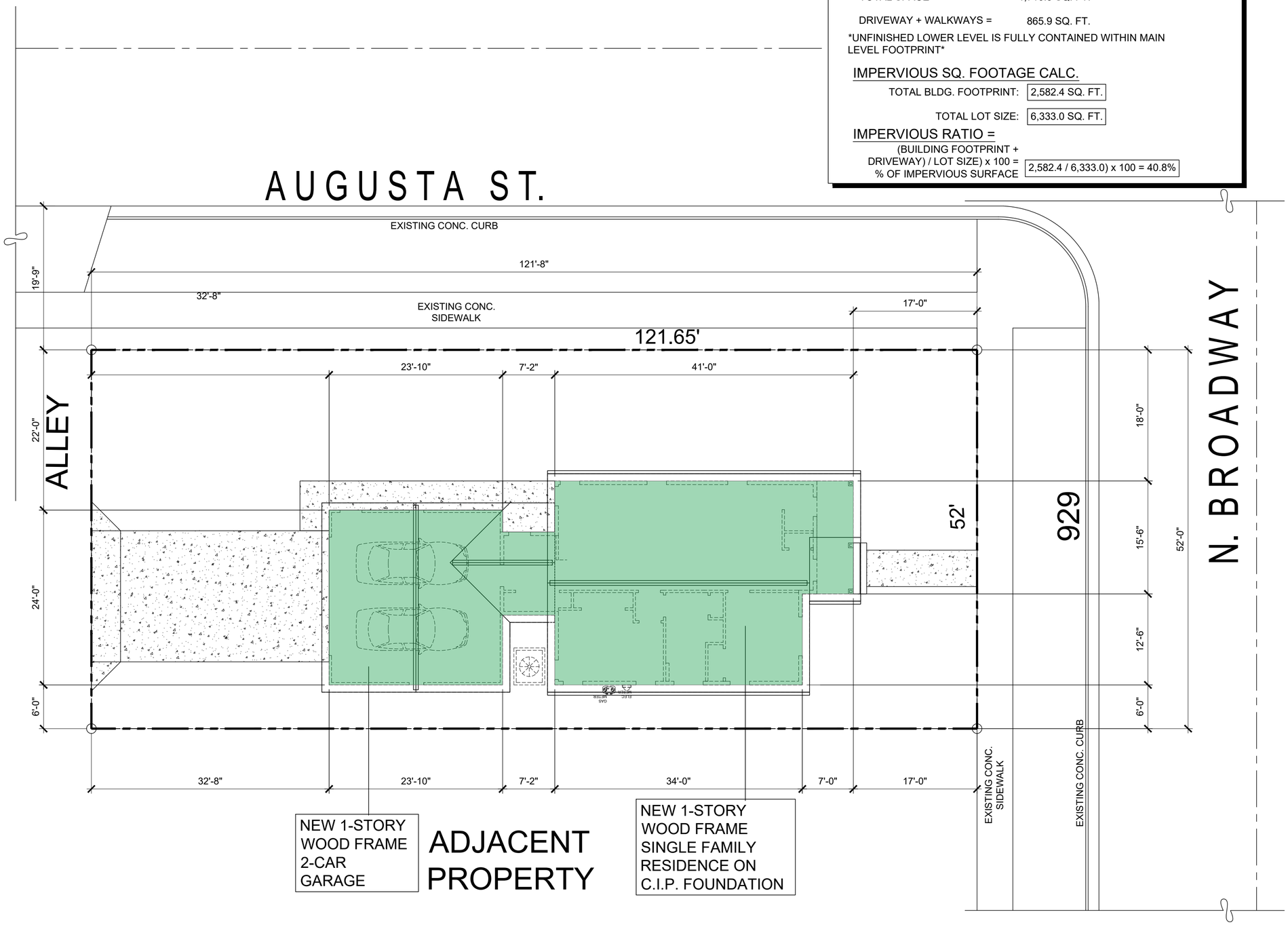
### IMPERVIOUS SQ. FOOTAGE CALC.

TOTAL BLDG. FOOTPRINT: 2,582.4 SQ. FT.

TOTAL LOT SIZE: 6,333.0 SQ. FT.

### IMPERVIOUS RATIO =

(BUILDING FOOTPRINT + DRIVEWAY) / LOT SIZE) x 100 = % OF IMPERVIOUS SURFACE: 2,582.4 / 6,333.0) x 100 = 40.8%




NeighborWorks® GREEN BAY

# NEW SINGLE FAMILY RESIDENCE

## 3 Bed/2 Bath/2 Car Garage

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

NOT FOR CONSTRUCTION

ISSUE DATE: 1/19/2024
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

△
△
△

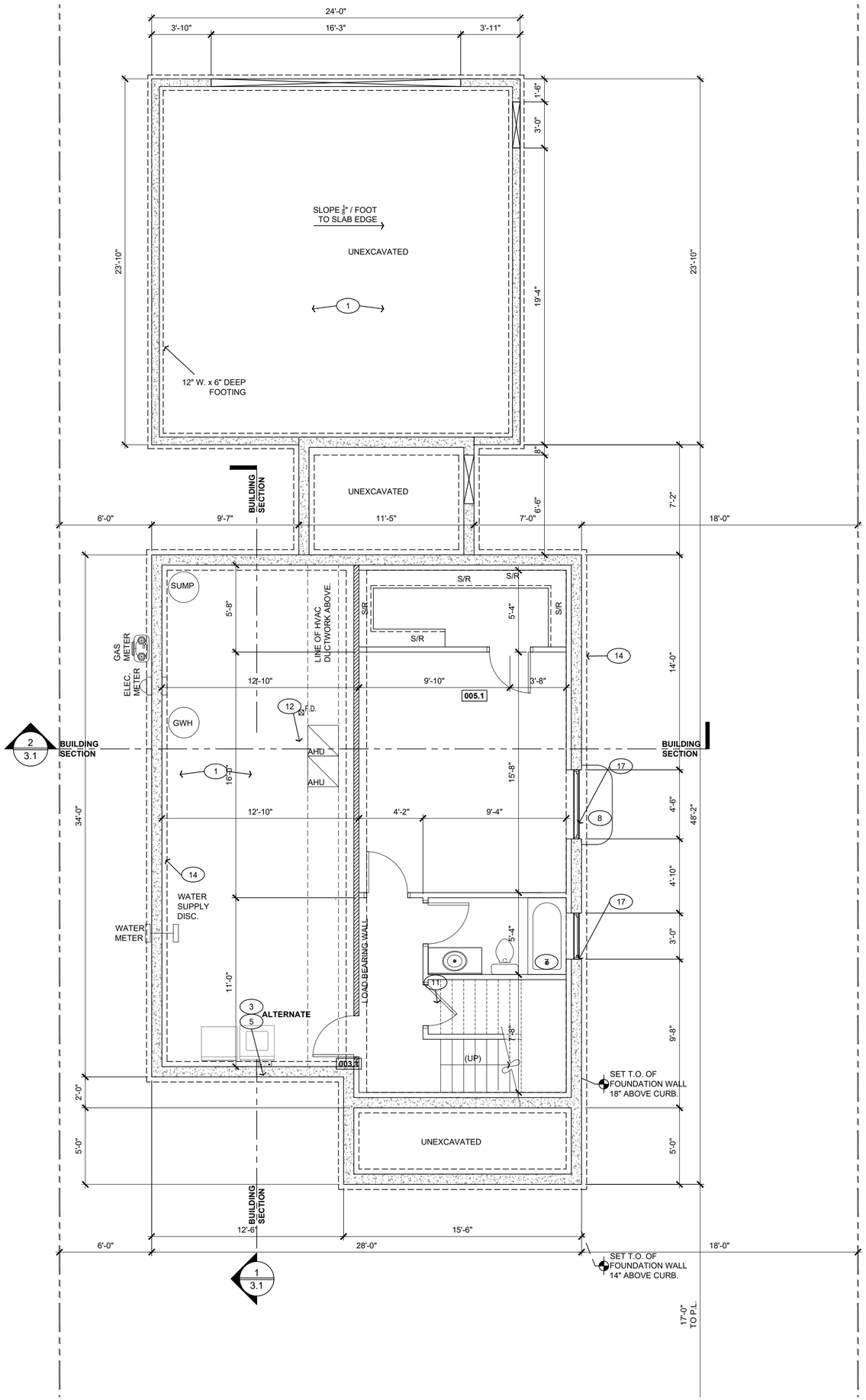
929 N. BROADWAY
GREEN BAY, WI
PROJECT NAME

SITE PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: 1" = 10'

0.2
SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_929 Broadway_AAH\2 - Pre Development\Drawings\v2 Doty\0.2 Site Plan_v2.dwg, 1/19/2024 10:59:53 AM




## SQUARE FOOTAGE CALCULATIONS

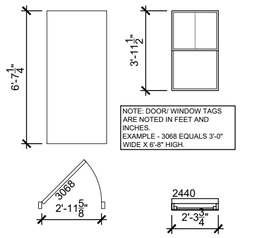
| | |
|---|---|
| MAIN LEVEL A/C | 1,063.0 SQ. FT. |
| LOWER LEVEL A/C | 529.8 SQ. FT. |
| TOTAL A/C | 1,592.8 SQ. FT. |
| LOWER LEVEL NON A/C | 453.3 SQ. FT. |
| PORCHES NON A/C | 138.5 SQ. FT. |
| DRIVEWAY | 767.5 SQ. FT. |
| GARAGE NON A/C | 576 SQ. FT. |
| TOTAL NON A/C | 1,935.3 SQ. FT. |
| GRAND TOTAL (A/C + NON A/C) | **3,528.1 SQ. FT.** |

1. 4" THICK CONCRETE PAD. PROVIDE 6x6 W1.4xW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
2. BUILT-IN MILLWORK.
3. DRYER VENT TO OUTSIDE.
4. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
5. WASHER / DRYER CONNECTION.
6. LINE OF ROOF OVERHANG ABOVE.
7. ACRYLIC TUB/SHOWER
8. EGRESS WELL. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
9. 24"x24" ATTIC ACCESS PANEL ABOVE.
10. 5" DOWNSPOUT W/ SPLASHBLOCK AT FINISH GRADE.
11. MIRROR.
12. FLOOR DRAIN.
13. 4" Ø STEEL POST AND 24"x24"x8" D. FOOTING.
14. LINE OF CONTINUOUS 16" W. x 8" D. FOOTING.
15. GUARDRAIL. (OMIT IF FLOOR TO GRADE DISTANCE IS LESS THAN 24".)
16. HOSE BIBB.
17. LVL FLUSH HEADER AT OPENING.
18. 10" Ø COLUMN FOOTING(S) AT BOTTOM OF STAIR, TYP.
19. VINYL COLUMN WRAP.

## KEY NOTES

(X) REFERENCED BY THIS SYMBOL. NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

106 BATHROOM LVP — ROOM NUMBER. ROOM NAME. FLOOR FINISH.




NOTE: DOOR/ WINDOW TAGS ARE NOTED IN FEET AND INCHES. EXAMPLE - 3068 EQUALS 3'-0" WIDE X 6'-8" HIGH.

## TAG LEGEND

**EGRESS WINDOW NOTES:**
1. WINDOW SHALL BE OPERABLE.
2. WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
3. WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
4. 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
1. ALL INTERIOR PARTITIONS TO BE 2x4 WOOD STUDS @ 16" O.C. W/ ½" GYPSUM WALLBOARD.
2. ALL HEADERS TO BE 2 PLY 2x10 # D.F. OR BETTER UNLESS OTHERWISE NOTES.

## FOUNDATION NOTES

1. ALL PROPERTY MARKERS SHALL BE EXPOSED AND A STRING STRETCHED FROM MARKER TO MARKER TO VERIFY REQUIRED SETBACKS.

NORTH

NeighborWorks® GREEN BAY

# NEW SINGLE FAMILY RESIDENCE

## 3 Bed/2 Bath/2 Car Garage

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

**NOT FOR CONSTRUCTION**

ISSUE DATE: 1/19/2024
ISSUED FOR: REVIEW

REVISION LOG

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**929 N. BROADWAY**
**GREEN BAY, WI**
PROJECT NAME

**LOWER LEVEL FLOOR PLAN**
SHEET NAME

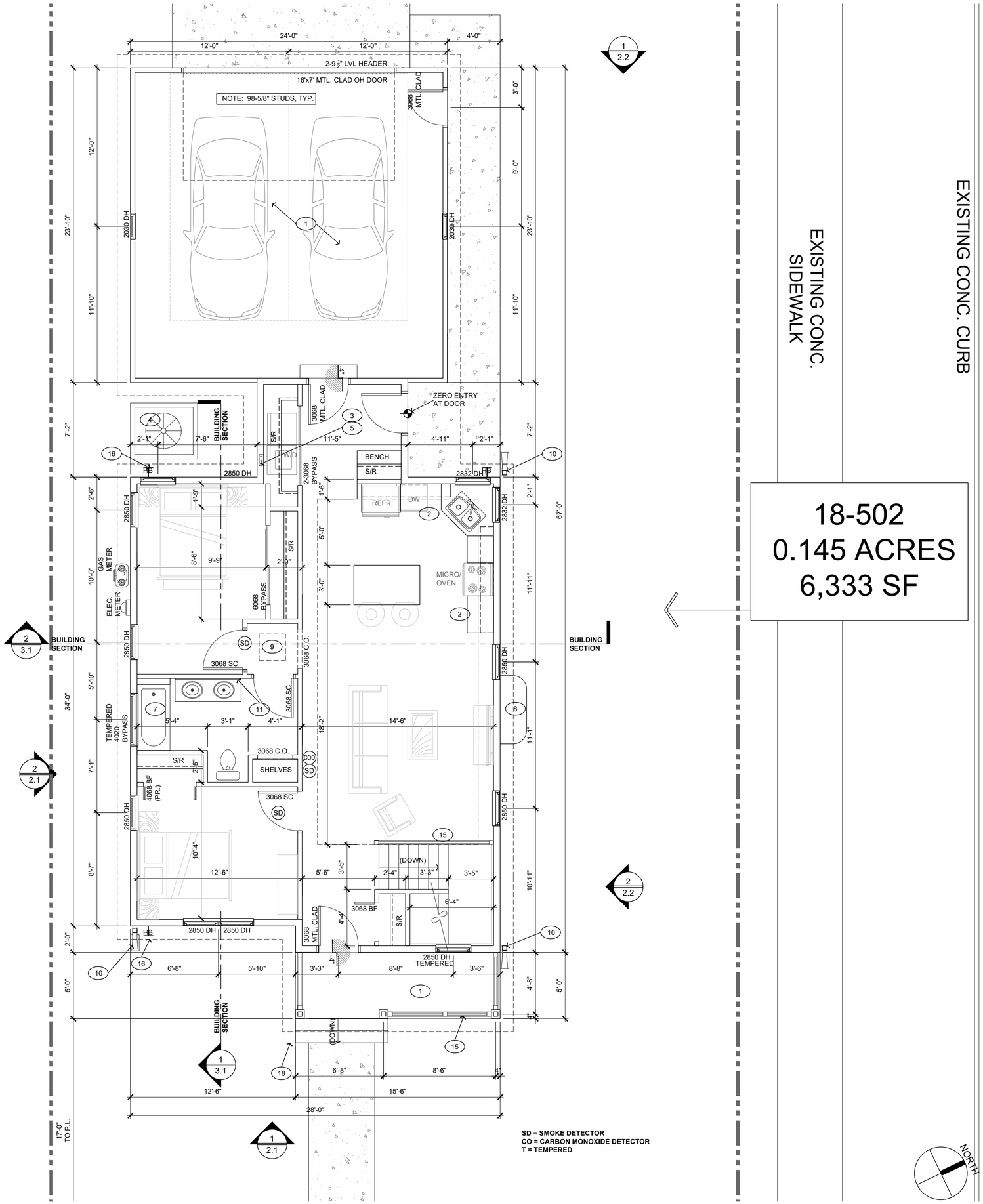
**PROJECT NUMBER:** -

**DRAWN BY:** DE **CHECKED BY:** TD

**SCALE:** 3/16" = 1'-0"

**1.0**
SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_929 Broadway_AAH\2 - Pre Development\Drawings\v2 Doty\1.0 Lower Level Floor Plan_v2.dwg, 1/19/2024 11:25:05 AM

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2. BUILT-IN MILLWORK.
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4. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
5. WASHER / DRYER CONNECTION.
6. LINE OF ROOF OVERHANG ABOVE.
7. ACRYLIC TUB/SHOWER
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11. MIRROR.
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13. 4" Ø STEEL POST AND 24"x24"x8" D. FOOTING.
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15. GUARDRAIL. (OMIT IF FLOOR TO GRADE DISTANCE IS LESS THAN 24".)
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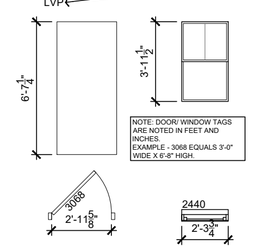


## TAG LEGEND

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NeighborWorks® GREEN BAY

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

**NOT FOR CONSTRUCTION**

ISSUE DATE: 1/19/2024
ISSUED FOR: REVIEW

REVISION LOG

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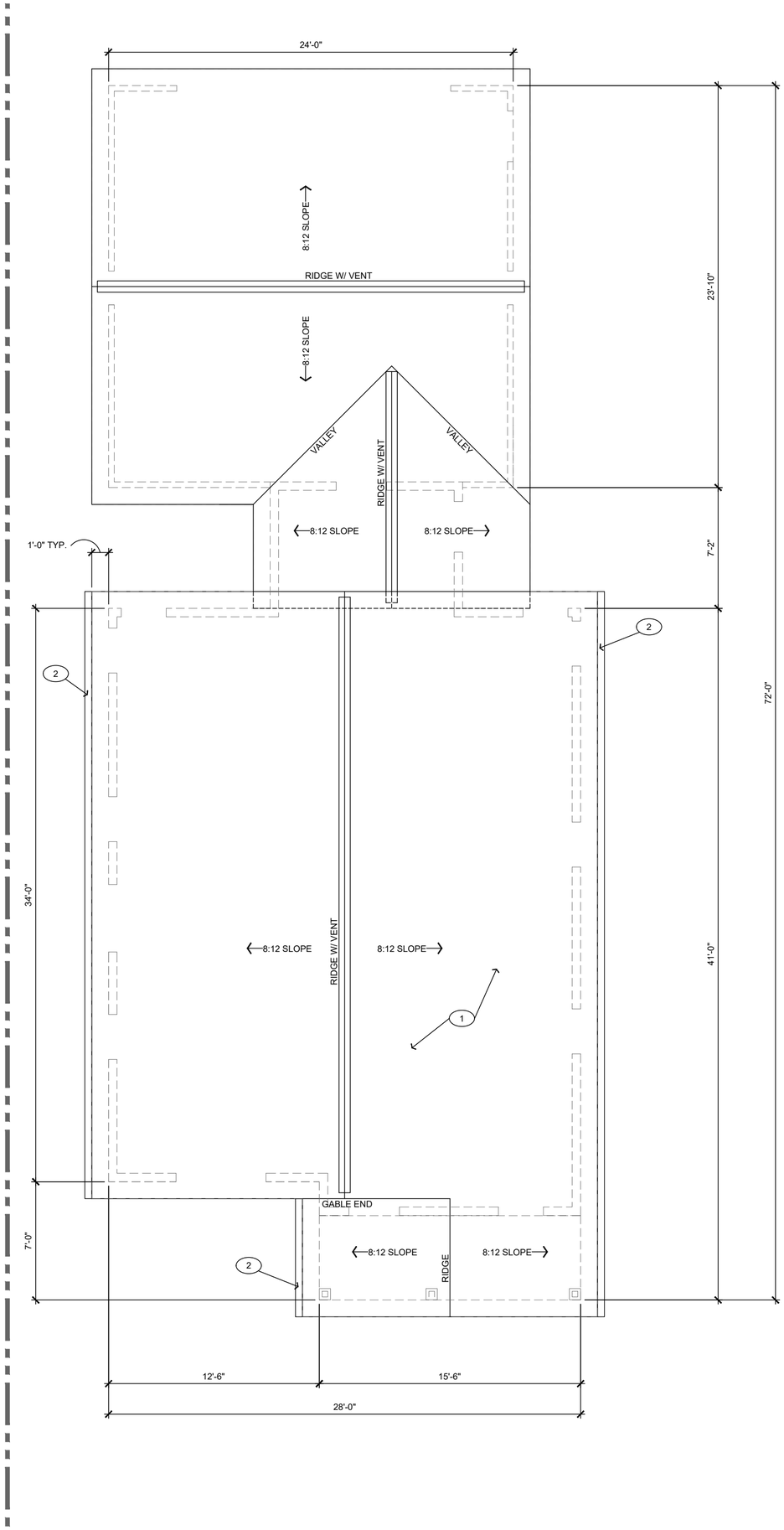
929 N. BROADWAY
GREEN BAY, WI
PROJECT NAME

MAIN LEVEL
FLOOR PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: 3/16" = 1'-0"

1.1
SHEET NUMBER

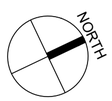
S:\4. Real Estate Development\2. Prospects\Green Bay_929 Broadway_AAH\2 - Pre Development\Drawings\v2 Doty\1.1 Main Level Floor Plan_v2.dwg, 1/19/2024 11:21:48 AM




1. DIMENSIONAL ASPHALT ROOF SHINGLES OVER UNDERLAYMENT, TYP.
2. 5" GUTTER TO DOWNSPOUT, TYP.
3. PROVIDE AND INSTALL ICE/WATER SHIELD AT ALL VALLEYS AND ROOF EDGES PER MANUFACTURER SPECIFICATIONS.

## KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY




NeighborWorks®
GREEN BAY

# NEW SINGLE FAMILY RESIDENCE

## 3 Bed/2 Bath/2 Car Garage

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

NOT FOR CONSTRUCTION

ISSUE DATE: 1/19/2024
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

929 N. BROADWAY
GREEN BAY, WI
PROJECT NAME

ROOF PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: 3/16" = 1'-0"

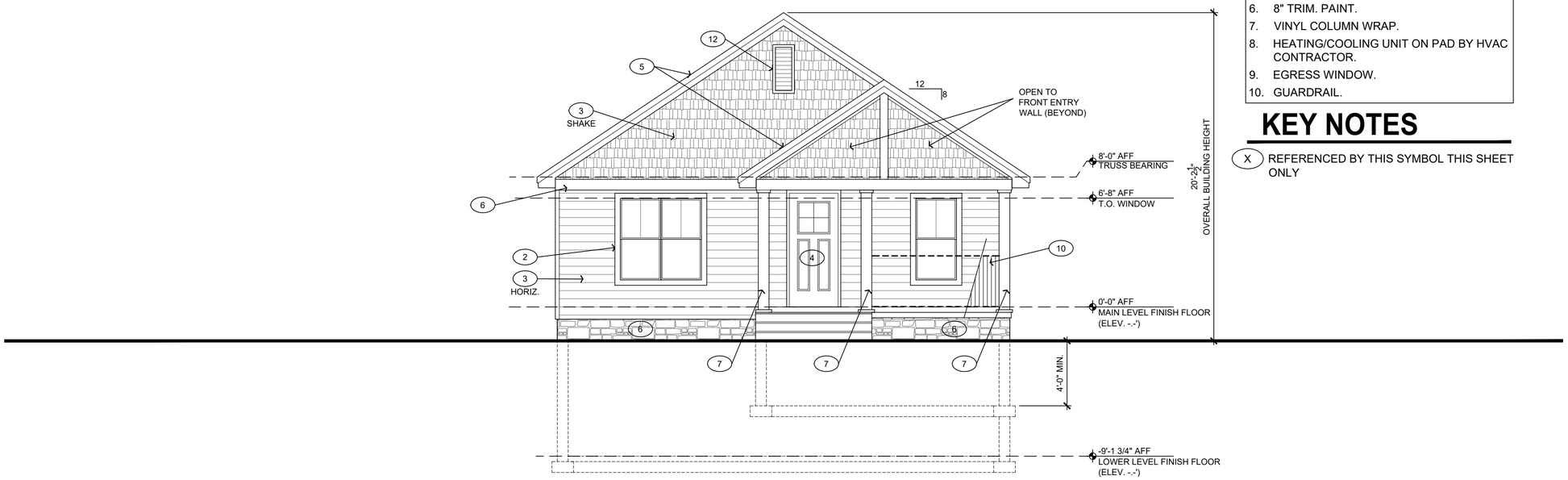
1.2
SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_929 Broadway_AAH\2 - Pre Development\Drawings\v2 Doty\1.2 Roof Plan_v2.dwg, 1/19/2024 11:08:55 AM

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. CEMENT SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. 8" TRIM. PAINT.
7. VINYL COLUMN WRAP.
8. HEATING/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. EGRESS WINDOW.
10. GUARDRAIL.

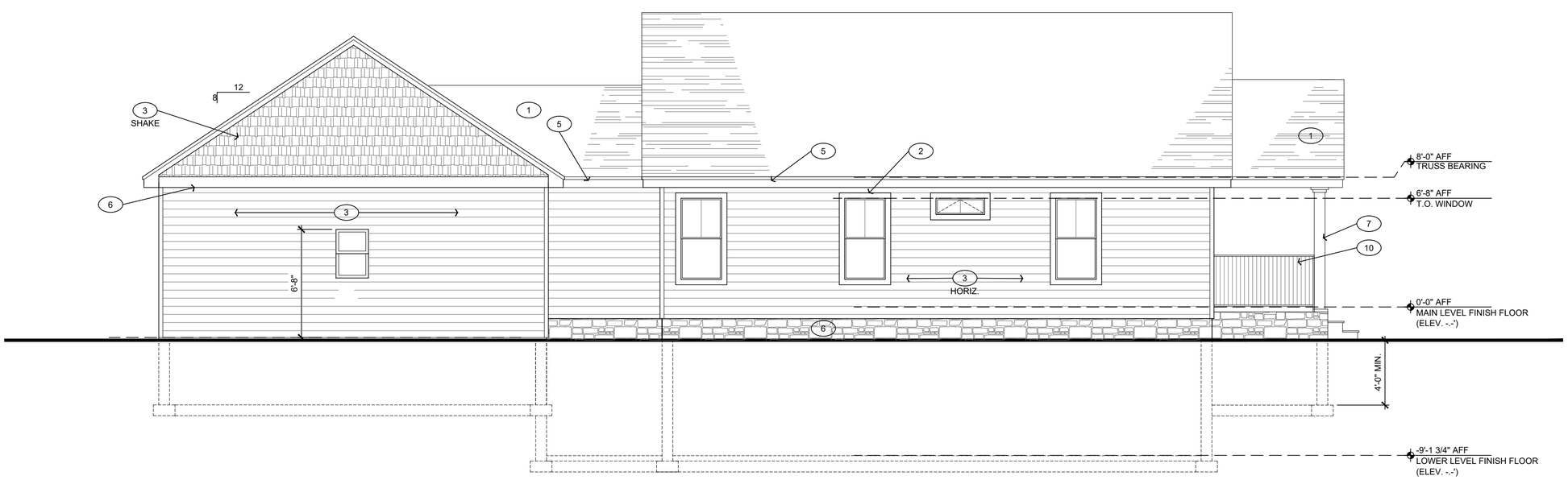
## KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY




## 1 FRONT ELEVATION

3/16" = 1'-0"




## 2 SIDE ELEVATION

3/16" = 1'-0"

NeighborWorks® GREEN BAY

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Green Bay, WI 54303
Parcel 18-502

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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

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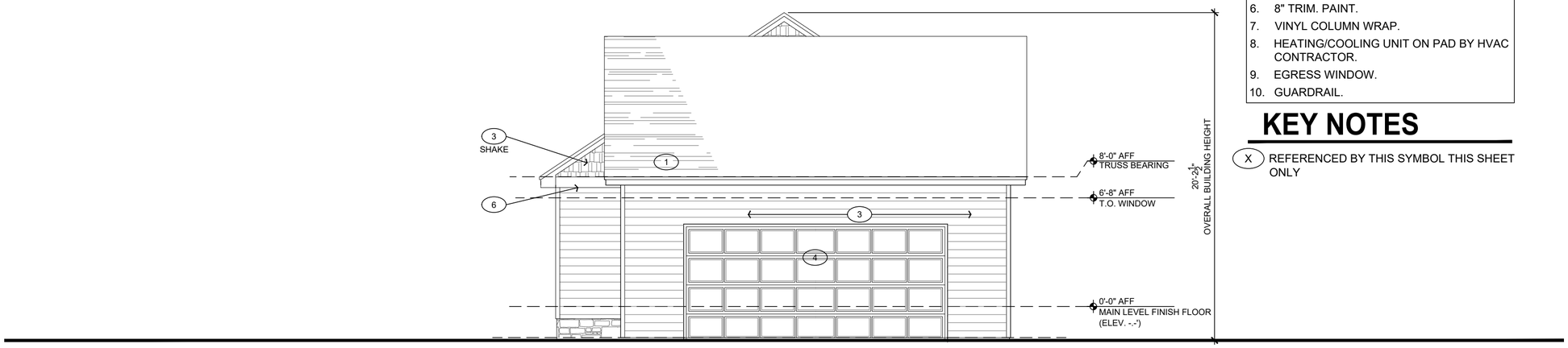


1 **REAR ELEVATION**

3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. CEMENT SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. 8" TRIM. PAINT.
7. VINYL COLUMN WRAP.
8. HEATING/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. EGRESS WINDOW.
10. GUARDRAIL.

## KEY NOTES

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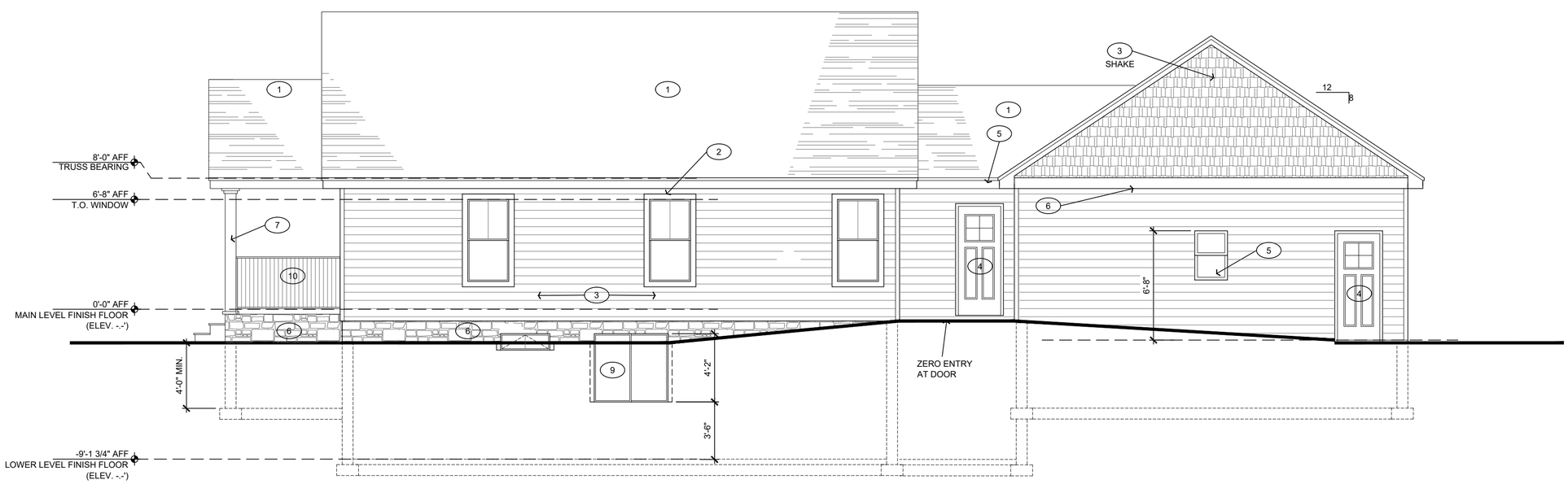


2 **SIDE ELEVATION**

3/16" = 1'-0"

NeighborWorks®
GREEN BAY

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© 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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Report to the
# Redevelopment Authority of the City of Green Bay

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Will Peters |

## AGENDA ITEM # E.6

Consideration with possible action on a request for qualifications for Community Land Trust consultation services.

## BACKGROUND

City staff, in partnership with NeighborWorks Green Bay, has been exploring the prospect of developing a community land trust (CLT). As home prices and interest rates rise, CLTs can maximize the impact of public and private housing subsidies and provide a growing pool of permanently affordable housing for modest-income households.

At the November, 14, 2023, meeting of the Redevelopment Authority (RDA), the RDA authorized City Staff to use up to $65,000.00 of TIDAH funding for Community Land Trust consultant services. Staff issued a Request for Qualifications in January and received one submittal from Burlington Associates in Community Development, LLC.

Staff is proposing a phased approach to consultation services. Phase 1 will be analyzing the feasibility of a community land trust model for Green Bay and Phase 2 will be the implementation of a Community Land Trust and the design of its homeownership program. Based on Burlington Associates experience and approach to Community Land Trusts as outlined in their submital, staff would like to proceed with engaging Burlington Associates in consultation services.

## RECOMMENDATION

To engage Burlington Associations In Community Development, LLC in consultation services for the creation of a Community Land Trust.

## FISCAL IMPACT

## ATTACHMENTS

1. City of Green Bay CLT RFQ - BA Proposal 02062024

# Green Bay, WI
# Community Land Trust Consultation
# Response to Request for Qualifications

Date: February 6, 2024

To: City of Green Bay
Community & Economic Development Department
Attn: Will Peters
100 N Jefferson St, Room 608
Green Bay, WI 54301
Email: will.peters@greenbaywi.gov

From: Jeff Washburne
Associate (located in Minneapolis)
Burlington Associates in Community Development, LLC
P.O. Box 161732
Big Sky, MT 59715
612-619-9647
jeff@everlongconsulting.com

**Burlington Associates**
**in Community Development**

February 6, 2024

Will Peters
Community & Economic Development Department
City of Green Bay
100 N Jefferson St, Room 608
Green Bay, WI 54301
will.peters@greenbaywi.gov

Dear Will,

On behalf of Burlington Associates in Community Development, I am pleased to respond to the City of Green Bay's Request for Qualifications for Community Land Trust Consultation. As you'll note in the experience section of the narrative of this response, Burlington Associates in Community Development has over 30 years of Community Land Trust consulting experience having assisted hundreds of Community Land Trusts form across the United States. I personally come to Burlington Associates with over 20 years of practical Community Land Trust experience having been the first employee of the City of Lakes Community Land Trust and growing the organization to become the third-largest affordable homeownership Community Land Trust in the nation.

While my colleagues and I at Burlington Associates possess significant Community Land Trust knowledge and experience, only the residents and organizations in Green Bay truly know your community. For that reason, I'm hopeful to rely on NeighborWorks Green Bay to assist with better understanding the housing market, local economy, and community dynamics present in Green Bay. NeighborWorks Green Bay will also assist with local logistics as required throughout the proposed consulting work with the City of Green Bay. I've had the privilege of knowing NeighborWorks GreenBay's President and CEO, Noel Halvorsen, for over 25 years and believe he and his colleagues will quickly bridge the community understanding gaps for me.

I look forward to your response to this proposal. On behalf of Burlington Associates, thank you for your consideration.

Jeff Washburne
Associate (located in Minneapolis)
Burlington Associates in Community Development, LLC
P.O. Box 161732
Big Sky, MT 59715
612-619-9647
jeff@everlongconsulting.com

**City of Green Bay**
**Response for Qualifications**
**Community Land Trust Consultation**
**Burlington Associates in Community Development**

## Project and Community Understanding

Burlington Associates in Community Development's (Burlington Associates) understand of the requested scope of services is that the City of Green Bay is seeking two overarching deliverables with several key components. The first deliverable is a feasibility study to better understand the current need and potential solution a Community Land Trust (CLT) would serve to the City and potentially surrounding communities. In order to accomplish this, the consultant will need to better understand the current housing market(s), community and household demographics, funding opportunities, and other community dynamics that exist within Green Bay. In theory, a city and region as large as Green Bay should be able to support a fully functioning CLT or CLT program, but it will be important to fully understand the community before making that recommendation. Within this first deliverable, the City is seeking to better understand if itself should host a CLT Program, be held as a program of an existing community organization, or become a new entity to provide the services related with a CLT. It is estimated that this first phase of the consultation would be completed within 2-3 months.

The second deliverable requested is to design and implement a functioning CLT that will serve the needs of the Green Bay community. Once a CLT structure and host entity is agreed on, a resale formula and mechanism will be determined; leadership and governance will be established, and overall collective value system and culture will be embraced by stakeholders. Policies, procedures, partnerships, programmatic approach and community understanding of the CLT will all follow as necessary components of activating the CLT in this second phase of the work. It is estimated that this 2nd phase of the consultation would be completed within 6-9 months following completion of the first phase.

## Experience and Project Examples

Burlington Associates in Community Development, LLC. (Burlington Associates) is a national consulting cooperative founded in 1993 to support community land trusts (CLTs) and other shared equity homeownership strategies. Operating out of offices in Burlington VT, Bozeman MT, Boston MA, Petaluma CA and Minneapolis MN, Burlington Associates specializes in the development and evaluation of public policies and private initiatives that:

- Enhance security of tenure for lower-income households by expanding access to shared equity homeownership;
- Protect the community's investment in affordable housing, transit-oriented development, urban agriculture, and neighborhood commercial districts by preventing the removal of public or private subsidies;
- Ensure the long-term stewardship of housing and other community assets – preserving affordability, promoting sound maintenance, and preventing foreclosure; and
- Nurture a robust "third sector" of private, nonprofit organizations capable of working in concert with government and the private sector to deliver housing, economic development and other

essential services to local neighborhoods and communities.

Burlington Associates has a long history and list of Community Land Trust clients that can be found at www.burlingtonassociates.com. A few more relevant municipal related consulting examples include:

**Houston Community Land Trust (Houston, TX)**
At the request of the director of the City of Houston's Housing and Community Development Department (HCDD), assist HCDD and community stakeholders to assess the feasibility of establishing and operating a local community land trust, to develop Houston CLT's bylaws and its application to the IRS seeking 501(c)(3) charitable designation, to develop and refine an operations and business plan to guide its creation and initial operations, and to assist with its implementation and the design of its homeownership program, including its ground lease and resale formula. Now in operation, the Houston CLT, in partnership with HCDD, projects bringing 1,600 permanently affordable owner-occupied homes into its portfolio by 2024. (www.houstonclt.org)

**Asheville Buncombe Community Land Trust (Asheville, NC)**
Contract with the City of the City of Asheville and assist the City and community stakeholders to assess the feasibility of establishing and operating a local community land trust, to develop ABCLT's bylaws and its application to the IRS seeking 501(c)(3) charitable designation, to develop a business plan to guide its creation and initial operations, and to assist with its implementation and the design of its homeownership program, including its ground lease and resale formula. (www.abclt.org)

**City of Chicago (Chicago, IL)**
Assistance to the City of Chicago's Department of Housing in creating a municipally sponsored community land trust to preserve the affordability of publicly assisted, owner-occupied housing.

**Columbia Community Land Trust (Columbia, MO)**
Contract with the City of Columbia and assist the City and its community partners to assess the feasibility of establishing and operating a municipally-sponsored community land trust, to develop a business plan to guide its creation and initial operations, to develop CCLT's bylaws and its application to the IRS seeking 501(c)(3) charitable designation, and to assist with its implementation and the design of its CLT homeownership program, including the ground lease and resale formula. Columbia CLT began operations in 2018 (www.comolandtrust.com).

**Key Project Staff**

Jeff Washburne is an Associate with Burlington Associates and is working with several community land trusts nationally. He transitioned away from the City of Lakes Community Land Trust (CLCLT) in June of 2023 after serving as the Director since its incorporation in November of 2002. Over the 20+ year tenure with the CLCLT the organization was able to assist over 490 low-income homeowners into the Community Land Trust homeownership with over 375 homes in trust. Through his tenure, the CLCLT grew to become the largest ownership Community Land Trust in MN and the 3rd largest nationally, creatively using the Community Land Trust in many groundbreaking ways. Over time, the CLCLT created and spun off a Commercial Land Trust, an Agricultural Land Trust and is currently working with partner organizations to establish the first African American Community Land Trust in the Twin Cities.

Prior to joining the CLCLT, he worked at Twin Cities Neighborhood Housing Services from 1997 - 2000 and 2001 - 2002, serving as the Executive Director the latter two years. Prior to his nonprofit housing experience, Jeff worked as a construction supervisor/trainer for a residential construction firm in South

Korea, a YMCA Program Manager in New Mexico, and served as a Peace Corps Volunteer in Honduras. He holds an M.A. in Public Administration from Hamline University and a B.A. in Psychology from DePauw University. He's gained certificates from the Harvard Kennedy School/NeighborWorks America Achieving Excellence and the Bank of America Neighborhood Builder Leadership Programs. Over the past 25 years in Minneapolis, he has served on dozens of nonprofit boards in the community. He has lived in Minneapolis since 1997.

For work in Minnesota where Jeff had pre-existing relationships, he utilizes his own consulting LLC, Everlong Consulting. In this capacity he:

Currently serves as the contract administrator for the MN CLT Coalition, supporting the 13 community land trusts in Minnesota with advocacy, policy, technical assistance, fundraising, and coalition building;
Facilitates the collaborative work of the seven Twin Cities Metro Community Land Trusts through a funded Twin Cities LISC Contract; and
Has researched and developed a Manufactured Housing Dealership Business Plan for North Country Cooperative Foundation.

Already in his brief tenure as a Consultant with Burlington Associates, Jeff is already working with the following Community Land Trusts:

- SHARE Baltimore - developing a business plan to support the five CLTs in Baltimore with joint programming and operations;
- Madison Area CLT – converting their resale formula from an appraisal-based formula to a fixed-rate formula and revising their Qualified Capital Improvements policy;
- CheqBUILT – assisting Ashland and Bayfield Counties in Northern Wisconsin create a CLT to serve their communities;
- Indy CLT – assisting the Kheprw Institute create a CLT for Indianapolis;
- Philadelphia Chinatown Development Corporation – develop a CLT program for their organization;
- Enterprise New York – developing and delivering 3 training modules to a cohort of 15 emerging CLTs in New York state;
- Asheville-Buncombe Community Land Trust – revising their business plan to adapt the the changing housing landscape in their community;
- Central Massachusetts Community Land Trust Consortium – working with six CLTs to create greater efficiencies and collaboration in the central valley region of the state.

Jeff consults with the other Burlington Associates consultants on a regular basis, often seeking advice and direction on key components of each consulting opportunity. As mentioned in the cover letter, Jeff will also work closely with NeighborWorks Green Bay to better understand Green Bay housing, economic, demographic, and community. NeighborWorks Green Bay will also assist with logistics associated with any visits to Green Bay and scheduling of local meetings. NeighborWorks Green Bay will provide these services at-cost to Burlington Associates.

## Project Approach and Scope

Based on Burlington Associates' experience doing this work with several dozen start-up community land trusts and/or community land trust programs over the years, a two-part, sequential approach is suggested:

- *Feasibility assessment and business planning* – Is the community land trust being considered, in fact, feasible and potentially viable? What would be the anticipated range and scope of CLT activities? And what kind of capacity – and what level of resources – would be required to help

ensure that the CLT or CLT program would be successful over time and what entity would be the best in ensuring its success long-term?

- *Implementation* – How best to design, structure and implement an independent CLT or CLT program within the city or a CLT program within another entity to achieve the anticipated goals?

**Phase One: CLT Feasibility Analysis and Business Planning**

As is the case in many communities across the country, a community land trust has proven to be an effective strategy to prevent market-driven displacement of limited-income households from the neighborhoods in which they live and to create and preserve permanently affordable homes. The greater Green Bay community has been experiencing unprecedented increases in home values over the past several years which has created pressures in ways not previously contemplated. The quality of life for the residents of the community is at risk and housing – especially for lower-income households – is increasingly more difficult to achieve. To ensure affordable housing will be available for current and future Green Bay households, the City of Green Bay is evaluating if – and if so – how it will create and potentially host a CLT to serve the community.

*Corporate structure and governance*

A critical component of the first phase of the proposed scope of work will be determining who will ultimately be responsible for the ongoing operations of the CLT and managing its critical stewardship functions? Ought the CLT be established as a new (standalone or affiliated) nonprofit organization or ought the CLT be operated as a program under the corporate structure and governance of another entity or the City of Green Bay itself? And if as a program of another entity, how would the CLT functions and culture be incorporated within the organization? What relationship, direct or indirect, would the CLT have with other local housing nonprofit organizations? And for whichever corporate structure that is selected, how would the CLT be governed? What would be the designated composition of the CLT's board of directors? And how would its directors be selected?

*Organizational Culture*

If the decision is to incorporate a CLT into another entity, what will be the proposed status of the CLT within the established organizational culture. How will CLT principles and values mesh with the current organization's culture. If...and presumably when needed change and adaptation is needed within the organization...how and when will that occur. How will the organization anticipate and plan for potential fallout from any organizational change?

*Competition and partnerships*

What are the key partnerships that would need to be forged and maintained for the CLT to be successful? Are there other programs, municipal initiatives and/or nonprofit organizations in the Greater Green Bay area that could compete with – or otherwise impede, complicate, or undercut – the CLT's operations?

*Housing development*

What entity (or entities) would be responsible for developing the homes to be brought into its portfolio? What role(s) would the CLT play in the development of this housing, if any?

*Service area*

The request for qualifications acknowledges the greater Green Bay metropolitan area and the multiple other municipalities that are interconnected with Green Bay. While it is anticipated and assumed the City of Green Bay will be the driver of any CLT activity in the region, how will it navigate funding and

support from several interested stakeholders and multiple municipalities in its growth. How will the proposed CLT geographies overlap (or not) with the geographic service area of other initiatives and how will it communicate this to the greater community?

*Housing affordability and targeting of CLT homes*
Who would be eligible to live in the CLT housing? What would be the maximum income "ceiling" for eligibility? What would be the range of incomes served? And what other priorities and preferences might be used to determine eligibility? What would be the optimal price range for the housing provided by the CLT to this target market? What happens when and if the potential entity hosting the CLT (City or other entity) has multiple housing paths (CLT or non-CLT) for potential clients and program offerings compete with one another?

*Subsidies*
How deeply must market-rate housing be subsidized to make it available and affordable for households in the CLT target household income range? How must these subsidy resources be structured and operated to ensure successful operation of the CLT? It will be important to understand how current affordable housing subsidies are currently structured at the local and state level. As learned from successful community land trusts nationally, what is the ideal structure and form of subsidies into shared equity affordable housing?

*Market demand*
The housing dynamics and population in the greater Green Bay community is changing. Numerous recent economic and housing surveys and reports have been completed over the past several years. This information is driving the participating jurisdictions and entities to think through long-term affordable housing solutions for their communities. Is there – or would there likely be – demand among the target clientele for the resale-restricted housing that the CLT would provide – provided the housing is high quality and energy-efficient, the location desirable and the cost affordable to households otherwise unable to access this housing?

*Scale*
Given the amount of public and private subsidies that may be made available to the CLT, how big and how fast might its portfolio be able to grow? How many homes are likely to come into the CLT's portfolio each year over the first five (5) to ten (10) years of its operations?

*Organizational capacity and budget*
What are the ongoing stewardship obligations for which the CLT or CLT program would be responsible on a month-to-month and year-to-year basis for a very long time? If a program of an existing organization or the City of Green Bay, could many of the stewardship functions be assumed by existing staffing positions? What new elements would need to be built into staffing responsibilities? Based on a realistic assessment of these critical functions that the CLT would need to manage and the anticipated pace and scale of the growth of its portfolio of permanently affordable homes, what would be the staffing – and administration and overhead – requirements for the CLT to accommodate this build-out schedule? What are the budget requirements to cover start-up costs, if any, including legal costs (e.g., 501(c)(3) application, ground lease, closing documents, etc.) meeting expenses and community outreach and education? What would be the projected operating costs for the first years of the CLT or CLT program operations? What are the estimated revenue requirements needed to cover these operations and administrative costs?

*Financial and Local Funding Environment Analysis*
What resources – including land, financial subsidies and governmental policies – are (or could be made) available from local townships, cities, counties, the state (WHEDA), and Tribes for the creation of the permanently affordable housing that would become a part of the CLT's portfolio? And what resources are similarly available through private sector entities (e.g., local employers) and philanthropic sources? In what quantities – and in what amounts – might these public and private resources be made available for enhancing the affordability of the CLT's homes? An analysis of funding capacity to support the CLT compared to the needs and goals of NeighborWorks Green Bay will be one of the outputs of this phase of work.

*Sustainability*
If the decision is for the CLT to become a stand-alone entity or a stand-alone program within the City of Green Bay or another entity, is it potentially possible to eventually become self-sustaining, at least insofar as its stewardship functions are concerned?

**Phase One: Process**
In our experience, it is most effective for a small working committee, with diverse community representation, to commit to the deliberation and decision-making process throughout this business planning process and continue with the second, implementation phase. This committee could include representatives from your organization, from other interested local neighborhood organizations and other community leaders from the public sector and private sector.

Jeff Washburne, former Executive Director of 21 year with the City of Lakes Community Land Trust in Minneapolis – and an Associate with Burlington Associates – could take the lead role in completing the work outlined in this proposal, with support of other Burlington Associate partners.

Jeff would work with the local assistance of NeighborWorks Green Bay to conduct community assessments to answer the critical foundational questions and issues outlined above. Jeff would work remotely with the committee, providing written drafts, decision guides and financial modeling, electronically, in advance of several committee meetings in which Burlington Associates would participate via conference call and web conference. If mutually decided in-person work would be beneficial to the planning, Jeff could easily accommodate given relative proximity between Green Bay and Minneapolis. It is anticipated the Phase One scope of work will include numerous conversations with 12-15 key partner stakeholders including: conversations with key potential funders, WHEDA, City of Green Bay, potential presentations and meetings with numerous local municipalities, and key community (both formal and informal) leaders, with a focus on low-income and other under-resourced and under-represented people in the community.

Upon completion of the initial feasibility assessment phase, the City of Green Bay would have a final summary of the preliminary business planning assumptions for a to-be-established CLT program or hosted CLT for its first five years of operations – including a narrative outlining these assumptions along with multi-year operating budget projections. This document would provide the City of Green Bay with a framework to use (1) to evaluate and determine how to proceed with the implementation and launch of a CLT or CLT program; and (2) to build political, financial, and community support for the CLT in Green Bay and potentially the greater region.

**Phase One: Timeline**

A specific timeline for the completion of this initial feasibility assessment and business planning process would, of course, need to be discussed and resolved. It is likely that this work could be completed in three (3) months following the execution of a contract for services, although this timeline may be completed sooner or extended longer, depending on local preferences and local circumstances.

**Phase One: Anticipated Outcomes**

The outcomes anticipated to result from this feasibility assessment and business planning process would include:

- Green Bay CLT stakeholders will have deliberated the critical issues needed to establish and successfully operate either a community land trust program or to host a CLT through the City or another entity. It will have also developed joint recommendations on how best to proceed.
- Recommendations will have been developed regarding: the breadth of core functions to be managed by the CLT and potential sponsoring entity(ies); how best to govern its operations; what the initial and potential CLT service area would be; the priority targeting the CLT property acquisitions and the target market it would serve; how much equity investment would be required to undertake this mission, acquire these properties, and serve this clientele, along with some possible sources for providing this equity; how the homes and any other properties to be brought into the CLT's portfolio are likely to be developed; and the organizational capacity needed by the City, another entity, or the CLT to manage its organizational and stewardship commitment on an ongoing basis, based on these growth assumptions.
- A written summary of the critical business plan assumptions – listing critical foundational and operating assumptions and including multi-year operating budget projections – will be completed, providing a framework for the City of Green Bay or the CLT and other key stakeholders and decision-makers to use to guide the roll-out and implementation of a local community land trust initiative, should the City of Green Bay decide to proceed.

**Phase Two: CLT Implementation and Design of its Homeownership Program**

Should the City of Green Bay, at the end of the initial business planning process, determine to proceed with creating an independent CLT, the second phase of Burlington Associates' engagement would focus on establishing and implementing the CLT. In this phase, Burlington Associates would assist and advise the City of Green Bay as it was defined along with community partners and stakeholders - in the final decision-making process needed to build the CLT's organizational capacity to operate effectively as a community land trust. This work would include:

*Build CLT Organizational Capacity*

- Assist the working committee (presumed to be established by the city or designee) to establish the CLT's corporate structure, based on the organizational assumptions regarding mission, operations, program priorities, and governance outlined in Phase 1.
    - If it is decided to establish a CLT as a program within the City of Green Bay or other entity, corporate structure and under its existing governance, work in this area would focus on reviewing the 'parent' organization's Articles of Incorporation and bylaws, and proposing any revisions that are advisable in areas including mission, powers and duties and governance, as well as reviewing its 501(c)(3) "charitable" designation, to determine if additional information may need to be provided to the IRS.
    - If the decision is to establish the CLT as a separate nonprofit corporation, Burlington Associates would assist with developing Articles of Incorporation and bylaws and would provide narrative for use in the CLT's application to IRS for 501(c)(3) tax-exempt designation. Burlington Associate's would also advise regarding the structure and

seating of the CLT's initial board of directors and provide orientation to new directors to be seated regarding community land trusts in general and the plans for the developing a community land trust in the greater Green Bay community.

*Design CLT's Homeownership Program*

- Assist the CLT's board of directors and designated staff to develop a community land trust ground lease agreement, including resale formula, suitable for successful CLT operations in the communities in which it would operate.
- Assist the CLT board of directors and designated staff to the orient local mortgage lending community to secure leasehold mortgage commitments for qualified community land trust homebuyer households.
- Assist the CLT board of directors and designated staff to develop a homebuyer selection policy that includes:
    - income targeting for community land trust homebuyers
    - eligibility and selection criteria
    - application and selection process
- Assist the CLT board of directors and designated staff to develop an orientation process to be used to educate potential homebuyers about benefits and responsibilities of buying, owning, and selling a community land trust home.
- Orient the CLT board of directors and designated staff regarding effective community land trust stewardship responsibilities and assist in developing a framework for the CLT's stewardship policies and procedures.
- Provide ongoing consultation as requested.

**Phase Two: Process**

In this phase, the process would be much the same as in the initial phase but may include on-site visits and face-to-face meetings with the steering committee (or with the initial CLT board of directors) and key stakeholders, as well as meetings between visits in which Jeff would participate remotely.

**Phase Two: Timeline**

Once again, the specific timeline for the completion of Phase Two activities and the establishment of the community land trust would also need to be negotiated. Based on previous experience, however, Burlington Associates' estimate that this work could be completed within six (6) months or so after the completion of the first phase. The timeline for this phase, like the previous one, could be completed sooner or extended longer, depending on local preferences and local circumstances.

**Phase Two: Outcomes**

At the end of this phase of Burlington Associates' technical assistance involvement, it is expected the following outcomes to be in place for the community land trust initiative that is created:

- The CLT (if a stand-alone entity) or City of Green Bay CLT program or another entity's CLT program will be fully operational.
- A ground lease and resale formula will be in place for use by the CLT in its initial affordable homeownership project(s).
- The process of securing mortgage financing commitments for qualified CLT homebuyers will be underway.
- A strategy will be in place for orienting potential community land trust homebuyers about the benefits and obligations of buying, owning, and selling a community land trust home.

- A framework for determining eligibility and selection of potential CLT homebuyers will have been designed.
- The CLT will have a thorough understanding of the stewardship responsibilities it must manage for its varied properties and leaseholders on an ongoing basis for a very long time and an initial set of policies and procedures to guide its work in this critical area.
- Key themes will have been determined to orient community leaders, community residents, funders, policy makers and key personnel operating in the local real estate community (e.g., developers, appraisers, realtors, lenders) regarding the CLT and its mission and its operations and its goals.

**Project Cost**

**Phase One: Budget**

Burlington Associates' billing rate is $175.00/hour (up to maximum of 8 hours per day for on-site work including travel time). We also require reimbursement for travel expenses incurred for on-site technical assistance.

The projected cost for Burlington Associates' professional services to complete this first feasibility assessment and business-planning phase, as outlined above is estimated to take 85 hours and would not exceed **$14,875.** If travel and in-person were required, the estimated cost for travel would be $600 for a 2-day onsite visit and $800 for a 3-day onsite visit. The estimated cost for travel expenses (transportation, overnight lodging; and meals) would be in addition to the professional services estimate included above.

**Phase Two: Budget**

The projected cost for Burlington Associates' professional services to complete this second, implementation phase, as outlined above – would vary somewhat depending on the course of action determined in phase 1 of the proposal. The two (2) Phase Two Budget would include:

City of Green Bay CLT Program or CLT as a Program of Another Entity.
If the decision was made to incorporate CLT activities into the City of Green Bay or another organization, the anticipated cost would be 60 hours or **$10,500.** If travel and in-person were required, the estimated cost for travel would be $600 for a 2-day onsite visit and $800 for a 3-day onsite visit. The estimated cost for travel expenses (transportation, overnight lodging; and meals) would be in addition to the professional services estimate included above.

The CLT as a stand-alone entity.
If the decision was made for the CLT to become a stand-alone entity, it is anticipated that there would be additional time and funding needed to make this happen. If the CLT was to become its own organization, the anticipated cost, would be based on 110 hours or **$19,250**. If travel and in-person were required, the estimated cost for travel would be $600 for a 2-day onsite visit and $800 for a 3-day onsite visit. The estimated cost for travel expenses (transportation, overnight lodging; and meals) would be in addition to the professional services estimate included above.

Should the City of Green Bay request additional services beyond the scope of work outlined above, this work would be billed at a rate of $175.00/hour and would be in addition to the estimated budget for

this initial phase. The budget for Burlington Associates' consulting services does *not* include any legal fees to be incurred by the City of Green Bay for legal services related to the creation or operation of the CLT.

**Budget Summary**

In summary, the proposed proposal including both phases, depending on the direction decided after the first phase is estimated to be **$25,375 to $34,125**, not inclusive of potential travel costs. Travel costs will be invoiced at cost, but the estimated cost for travel would be $600 for a 2-day onsite visit and $800 for a 3-day onsite visit. The estimated cost for travel expenses (transportation, overnight lodging; and meals) would be in addition to the professional services estimate included above. Should budget constraints be an issue for the City of Green Bay, Burlington Associates would be willing to consider providing some or all of this technical assistance remotely – conducted through online video conferences and iterative sharing of documents between us. If this is the case, the projected budget can be negotiated to accommodate both Burlington Associates and the City of Green Bay.

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Wendy Townsend, Economic Coordinator |

## AGENDA ITEM # E.7

Consideration with possible action to revise the Community Development Revolving Loan Fund (CD-RLF) policy and procedures manual.

## BACKGROUND

The City's Community Development Revolving Loan Fund (CD-RLF) program was established by the Redevelopment Authority (RDA) to provide gap-financing loans to support business development and job creation within the City of Green Bay. This program is funded by federal Community Development Block Grant (CDBG) funds, and is governed by a Policies and Procedures Manual. In its capacity to provide oversight of CDGB funds, the Redevelopment Authority is responsible for approving changes to the CD-RLF program and updates to the Policies and Procedures Manual. The manual identifies the membership makeup of the CD-RLF Committee, who are tasked with reviewing and approving loan applications.

Staff requests RDA approval to revise the Policies and Procedures Manual due to anticipated changes to the membership makeup of the CD-RLF Committee. Currently, the manual specifies the committee includes three members of the Economic Development Authority (EDA), one member from RDA, and one at-large member. The Green Bay Common Council will soon be considering the dissolution of the EDA. Therefore, staff recommends the following committee changes; one member from the RDA plus four at-large members, with one being a commercial lender.

## RECOMMENDATION

To approve the revision to the Community Development Revolving Loan Fund (CD-RLF) policy and procedures manual.

## FISCAL IMPACT

## ATTACHMENTS

1. Draft 2024 CDRLF Policies & Procedures

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT REVOLVING LOAN PROGRAM
# POLICIES AND PROCEDURES MANUAL

**Approved February 13, 1990**

**Revised July 9, 1991**
**Revised February 11, 1992**
**Revised November 10, 1992**
**Revised July 11, 2000**
**Revised December 11, 2007**
**Revised September 13, 2011**
**Revised March 13, 2012**
**Revised July 8, 2015**
**Revised April 8, 2022**
**Revised February __, 2024**

**City of Green Bay Redevelopment Authority**
**100 North Jefferson Street**
**Green Bay, WI 54301**

## SECTION 1: GENERAL PROVISIONS

### 1.1 Introduction

In 1989, the City of Green Bay approved the allocation of $200,000 of the city's 1990 Community Development Block Grant (CDBG) Funds for the purpose of establishing an economic development revolving loan fund (RLF) program. The RLF Program, administered by the City's Redevelopment Authority, is subject to related Department of Housing and Urban Development regulations as described in 24 CFR Part 570. All elements of this manual apply to the initial capitalization of $200,000, as well as to subsequent capitalizations and to any and all repayments and proceeds resulting from the fund.

### 1.2 Title

The RLF Program is hereinafter referred to as the Community Development Revolving Loan Fund Program (CD-RLF).

### 1.3 Purpose

The purpose of the CD-RLF is to create and retain employment opportunities in the City of Green Bay, with major emphasis on employment for ~~persons~~ individuals from low-to moderate-income households.

### 1.4 Administrator

To achieve this purpose, the City of Green Bay Redevelopment Authority (RDA), which is the administrator of the city's CDBG Funds, shall administer the Revolving Loan Fund Program set forth in this manual.

### 1.5 Amendments

The RDA may amend the CD-RLF Policies and Procedures Manual within Department of Housing and Urban Development regulations as necessary.

## SECTION 2: ADMINISTRATION

### 2.1 Program Roles and Responsibilities

1) The RDA shall establish and approve overall policies and procedures for implementing the CD-RLF Program and appoint the members of the CD-RLF Loan Committee, which shall be comprised of five members, with ~~three of the members from the Economic Development Authority (EDA) and~~ one of the members from the Redevelopment Authority (RDA) and four at large members. At least one member must be ~~In the event no member of the EDA or RDA is~~ a commercial lender. ~~an at-large member may be appointed~~. The CD-RLF Loan Committee will hold their election of officers at the first meeting of each year.

2) The staff of the ~~EDA~~ Community and Economic Development Department shall perform the general day-to-day administrative functions related to implementation of the CD-RLF, including: providing information to interested businesses; conducting preliminary meetings; reviewing applications for completeness and conformance to guidelines and regulations; analyzing applications; making recommendations to the CD-RLF Loan Committee; negotiating terms and conditions as well as loan terms and conditions; and calling meetings of the Loan Committee. The staff of the RDA shall perform monitoring approved projects for compliance with all federal and local requirements; completing related recordkeeping; receiving loan payments; and providing quarterly portfolio reports to the RDA. ~~and EDA.~~

3) The City Attorney shall prepare all loan agreements, review all promissory notes, mortgage and/or lien instruments, and advise the RDA on default matters.

4) The CD-RLF Loan Committee shall review all complete loan applications and approve or disapprove loans. They will also have authority to grant loan forgiveness in the event of a defaulted loan.

5) The Community Development Specialist shall review all source documentation supporting program delivery expenditures before payment will be disbursed from the ~~Economic~~ Community Development Revolving Loan F~~f~~und.

6) The Community Development Specialist shall report all economic development activities and program income information into IDIS monthly.

7) The ~~Senior~~ Accountant shall be responsible for reporting economic development activities and program income information to HUD on a quarterly basis. The ~~Senior~~ Accountant shall also remit payment of all interest earned on the Community Development Revolving Loan Fund to the US Treasury on an annual basis.

### 2.2 Records

Written records of all program activities including loan applications and related documents, minutes of CD-RLF Loan Committee Meetings, and compliance monitoring records shall be maintained in the RDA/~~EDA~~ Offices at City Hall.

## SECTION 3: GENERAL CRITERIA

### 3.1 Standard

(1) The minimum CD-RLF loan shall be $10,000 city-wide. The maximum loan amount is $250,000.

(2) A minimum of 10 % of the total project cost shall be provided in the form of equity.

(3) At least $1.00 of other funds shall leverage each $1.00 from the CD-RLF

(4) There shall be a maximum of $35,000 of CD-RLF dollars loaned for each permanent FTE (40 hours per week) job created or retained.

(5) The applicant must demonstrate that the proposed project is viable and that the business will have the capacity to repay the loan.

(6) The project and the related job creation and/or retention must take place within the corporate limits of the City of Green Bay.

(7) Project elements occurring prior to CD-RLF funding approval are not eligible for CD-RLF funding or for leveraging consideration.

### 3.3 Federal Requirements

(1) The use of the CD-RLF must be determined to be "necessary and appropriate" as defined by HUD guidelines (Attachment A).

(2) Federal Equal Opportunity Requirements apply to all CD-RLF funded projects (Attachment B).

(3) Federal Fair Labor Standards Requirements apply to construction and rehabilitation if CD-RLF dollars are used to fund all or part of the construction or rehabilitation elements of the project (Attachment C).

(4) The project is subject to environmental review clearance, including review of impacts on historic properties (Attachment D).

(5) The project must meet federal underwriting guidelines.
   a. All project~~s~~ costs must be reasonable.
   b. All sources of financing are committed.
   c. The RLF loan is not substituted for other financing (must be gap financing)
   d. The project is financially feasible.
   e. The return on investment is reasonable.

(6) The project is subject to any other applicable state and federal regulations.

## SECTION 4: ELIGIBILITY CONSIDERATIONS

### 4.1 <u>Eligible Area</u>

The area served by the RLF program shall generally be within the corporate limits of the City of Green Bay.

## 4.2 Eligible Applicants

(1) Applications may be submitted by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in the Community.

(2) No member of the governing body, loan review board, or any other official, employee, or agent of the Community who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.

(3) No program loans will be made which ~~are in~~ conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).

(4) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in Section 51.01(5), sexual orientation or national origin.

(5) All projects and applicants for eligibility purposes must be in compliance with all community adopted plans.

## 4.3 Eligible Activities

Program loans shall be available to eligible applicants for the following activities:

(1) The acquisition of land, buildings, and fixed equipment.

(2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.

(3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.

(4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.

(5) Working capital - inventory and direct labor costs only Refer to Section 6 for guidelines specific to Working Capital loans.

## 4.4 Ineligible Activities

Program loans shall not be available for the following activities:

(1) Refinancing or consolidating of existing debt.

(2) Reimbursement for expenditures prior to loan approval.

(3) Specialized equipment that is not essential to ~~the~~ business operation.

(4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).

(5) Routine maintenance.

(6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.

(7) Other activities that the Loan Review Committee may identify during the administration of the program.

### 4.5 Ineligible Businesses

Program loans shall not be available for the following businesses:

(1) Speculative investment companies.

(2) Real estate investment companies.

(3) Lending institutions.

(4) Gambling operations.

(5) Non-public recreation facilities.

(6) Or businesses not serving the interests of the Community.

### 4.6 Priorities

Priority will be given to projects which include one or more of the following and not necessary in this order:

(1) A beneficial impact on the Broadway Redevelopment Area, Central Business District, I-43 Business Center, and/or Packerland, Tower East or Nicolet Industrial Parks, Olde Main St., Bay Port Industrial Park.

(2) The relocation of business or industry from inappropriate areas to areas of appropriate land use.

(3) Existing business and industry.

## SECTION 5: TERMS AND CONDITIONS

### 5.1 Financing Methods

(1) Direct, companion loans with the CD-RLF dollars will not ~~to~~ exceed 50 percent of the project's total cost.

### 5.2 Terms

(1) The interest rate is a fixed rate of 4%.

(2) Deferral of principal and/or interest payments shall be allowed based only on special circumstances.

(3) The maximum loan term on real estate shall be 15 years, on machinery and equipment 10 years,

### 5.3 Collateral

(1) The City of Green Bay shall have a first position lien on real property and/or machinery and equipment financed by the CD-RLF unless the need to subordinate to another lender is demonstrated.

(2) If the need is shown for the city to take a subordinated position on assets that it is financing with the CD-RLF, the City of Green Bay shall have a first position lien on other assets of the business.

(3) Personal and/or corporate guarantees shall be required on most cases. Loans will also be secured by a General Business Security Agreement.

(4) Other conditions or performance standards or penalties may be required depending on the circumstances of the proposed project.

### 5.4 Job Creation

(1) A minimum of 51 percent of the full-time equivalent (FTE) jobs created and/or retained must be made available to ~~persons~~ individuals from low-to moderate-income households as defined by HUD guidelines. The current applicable income guidelines will be attached to the CD-RLF application and shall become a part of the city's contract with successful applicants.

a. Low-Moderate income households are based on family, not individuals.
b. Not construction/spin-off/indirect jobs
c. Seasonal jobs can be counted IF the job is the person's principal source of yearly income.

d. Potential applicants will need to list how the jobs will be made available ~~on~~ in their applications, i.e. posting at the local job center board, notice in an applicable newsletter, or other job board that serves LMI persons.

(2) Retained jobs must be documented by showing that the jobs would ~~actually~~ be lost or eliminated without the assistance, and that one or both of the following applies to at least 51% of the jobs:

a. The job is held by an LMI person.
b. If the position is vacated, steps will be taken to ensure that the job will be filled by, or made available, an LMI person.

(3) Created or retained jobs are only considered available to or held by LMI persons when:

a. Special skills that can only be acquired with substantial training or work experience or education beyond high school are *not* a prerequisite to fill such jobs or the business agrees to hire unqualified persons and provide training; and
b. Business must take actions to ensure that LMI persons receive first consideration for filling such jobs. This can be accomplished by comparing the candidate's address to a census tract that meets LMI criteria.

(4) The Loan Recipient would have 18 months from the time the Loan Agreement is signed to create the agreed upon number of jobs. For every job less than stated number of positions that were to be made available to LMI individuals committed to by the Borrower, the interest rate for funds loaned pursuant to the Loan Agreement will increase by .25 percent, retro-active to the date of initial loan closing.

## SECTION 6: WORKING CAPITAL LOANS

### 6.1 General

1. Loans for working capital are allowed as direct outlays.
2. The maximum loan amount is $35,000.
3. Working capital loans may not be rolled into other loans for equipment, construction or building acquisition.

### 6.2 Eligible and Ineligible uses

1. Loans may be used for direct labor costs or inventory only.
2. Working capital loans may not be used as a line of credit, a loan guarantee, or to refinance outstanding debt.

### 6.3 Terms

1. The interest rate shall be no more than 1% higher than the rate for equipment, construction or building acquisition loans.

2. Maximum loan amortization is 3 years.
3. All job creation policies from Section 5.4 apply to working capital loans.

### 6.4 Collateral

Working capital loans will be secured by a General Business Security Agreement and a Personal Guarantee ~~of~~ from the primary owner.

### 6.5. Miscellaneous

Working capital loans shall not consist of more than 25% of the total loan portfolio. Additionally, no more than 20% of available funds may be awarded for working capital loans.

## SECTION 7: APPLICATION PROCEDURES

### 7.1 Preliminary Meeting

Prior to submission of an application, the potential applicant shall meet with the Program Manager ~~EDA staff~~ to discuss the proposed project and program requirements.

### 7.2 Applicant Format

Applicants shall submit a loan application package consisting of the following information:

(1) A completed CD-RLF Application Form, as provided by the Program Manager ~~EDA staff~~ at the preliminary meeting.

(2) A business plan completed within one year of application, which includes the minimum requirements outlined in the application.

(3) Documentation and/or statement of the need for CD-RLF involvement in the project.

(4) Documentation of commitments of other lender(s) and/or source and commitment of leveraged funds.

(5) Financial information as outlined in the application.

### 7.3 Application Submittal

The completed application and all required attachments shall be submitted to the Department of Community and Economic Development ~~EDA staff,~~ Green Bay City Hall, 100 North Jefferson Street, Room ~~200~~,608, Green Bay, Wisconsin, 54301.

Acceptance of applications shall be subject to the availability of CD-RLF dollars.

## SECTION 8: REVIEW PROCESS

### 8.1 Preliminary Staff Review

The ~~EDA staff~~ Program Manager shall review the application for completeness and verify that the proposed project meets the standards and eligibility requirements set forth in this manual. If the application is incomplete, the ~~EDA staff~~ Program Manager will contact the applicant and list the deficiencies. The review process will not continue until the application passes preliminary review. The preliminary review will include consideration of the CDBG underwriting guidelines. ~~EDA staff~~ Program Manager will analyze the complete application and prepare a recommendation for the Loan Committee.

### 8.2 Project Selection and Underwriting Guidelines

Staff review will consist of the following activities:

(1) Review application for use of loan funding and cost estimates information. Documents may include item descriptions, price quotes, construction estimates, etc.

(2) Review Business Plan for completeness, and to assess project feasibility.

(3) Staff reviews that the intended use of funds is a reasonable request in that it will help the company grow by adding new product lines, obtaining additional space and/or bringing in additional business that will ultimately create jobs that can be offered to LMI individuals.

(4) Review project description for statement of why gap financing needed. Acceptable information includes the number of banks approached and turned down participating in a project; number of offers of financing that would not cover the amount needed for the project, etc. Documentation should also show what actions were taken to secure other federal financing programs first (i.e. Small Business Administration loans, loan guarantees, etc.).

(5) Review commitment letters from all outside financial backers assuring participation in the project.

(6) Compare “Sources of Funding” table with project description for 10% equity, minimum 1:1 financing of RLF funds, and identification of all other project financial commitments.

(7) Staff review~~s~~ three years past balance sheets and profit and loss statements, auditor notes, one and 5 year projected pro forma~~s~~ to determine if the company ~~is able to~~ can sustain the financial liability.

(8) Staff obtains credit reports on the company and main principals to determine credit worthiness.

(9) Staff negotiates with applicant for reasonable collateral. Personal and/or other business assets may be considered.

(10) Staff reviews the project (to the extent practicable) to determine whether the return on the owner's equity investment will not be unreasonably high.

(11) Determines (to the extent practicable) whether loan funds will be disbursed on a pro-rata basis with other financial commitments to the project.

### 8.3 Formal Review

The Loan Committee shall meet to formally review the application, review the underwriting procedures, receive the ~~EDA staff~~ Program Manager's recommendation, and approve the application contingent upon successful negotiation of the specific terms or deny funding.

### 8.4 Negotiation of Terms

Upon approval of the application, the ~~EDA staff~~ Program Manager shall meet with the applicant to negotiate and arrive at a consensus on the terms including, for example, the loan amount, interest rate, term of loan, collateral, and repayment schedule.

### 8.5 Notice of Award / Denial of Application

If the application is approved and negotiation of terms is successful, the applicant will be sent a notice of award letter. If the application is not approved, the applicant will be sent a letter of denial stating the reason for denial.

## SECTION 9: DISTRIBUTION OF FUNDS TO APPROVED APPLICANTS

### 9.1 Environmental Clearance

The proposed project must receive official environmental clearance from the city prior to the applicant's expending or committing to the expenditure of any of the CD-RLF funds.

### 9.2 Loan Documents

Prior to the city's distribution of CD-RLF funds, all appropriate documents such as a loan agreement, promissory note, repayment schedule, security instruments, and any others deemed appropriate (i.e. personal guarantee) shall be prepared and executed.

### 9.3 Evidence of Expenditures

The business must provide the ~~EDA staff~~ Program Manager documentation related to CD-RLF fund expenditures prior to release of CD-RLF funds. Such documentation shall be for expenditures outlined in the application and the loan agreement, and shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the ~~EDA staff.~~ Program Manager.

## SECTION 10: PERFORMANCE MONITORING

### 10.1 Leverage Commitments

The ~~EDA staff~~ Program Manager shall monitor the expenditure and use of funds committed for leveraging. Documentation required from the business shall include invoices, receipts, final bills of sale or canceled checks as determined appropriate by the ~~EDA staff~~. Program Manager.

### 10.2 Job Creation/Retention

The ~~EDA staff~~ Program Manager shall monitor the job creation and/or retention of the business utilizing the payroll records of the business. The business shall be required to provide the ~~EDA staff~~ Program Manager with all documentation, payroll records and contact with employees necessary to document performance of job creation and/or retention, as well as documentation specific to persons from low-to moderate-income households.

### 10.3 Late Payments

Any payment more than 30 days past due will be considered late. The loan recipient will be contacted by ~~EDA staff~~ Program Manager requesting the account is brought current. After 60 days, ~~EDA staff~~ Program Manager will send a letter requesting full remittance of late payments.

### 10.4 Default

Failure by the business to make any payment of principal or interest within 90 days after the payment is due and payable shall be considered a default. In the event of a default, all sums due and owing to the city shall, at the city's option, become immediately due and payable. To exercise this option, the City Attorney shall prepare a written notice to the company. The notice shall specify the following:

(1) The default.

(2) The action required to cure the default.

(3) The date, not less than 60 days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.

In the event loan collection cannot be made the Revolving Loan Fund Committee will have the authority to grant loan forgiveness with discretion to send forgiveness to the Redevelopment Authority if need be.

## SECTION 11: REUSE OF FUNDS

### 11.1 Continuation of Program

Repaid funds shall be deposited into a revolving loan account and used in a manner consistent with the then existing CD-RLF Program Policies and Procedures Manual. A separate accounting record shall be kept so that a clear, auditable account can be maintained to show how funds have been used.

### 11.2 Discontinuation of Program

Should the CD-RLF Program be discontinued, all funds in the CD-RLF account, all funds repaid from the loan made through the CD-RLF Program and any other program income shall be returned to the City of Green Bay Redevelopment Authority for uses permitted for the City's Community Development Block Grants.

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Cheryl Renier-Wigg, Staff |

## AGENDA ITEM # E.8

Consideration with possible action to approve a Service Authorization Agreement with BSA for investigation of sprinkler piping failure and specifications to repair damaged areas at the KI Convention Center (KICC).

## BACKGROUND

Water lines affecting the sprinkler system in the new section of the KICC broke and caused the need to remove the water and investigate as to the cause of the break. Department of Public Works (DPW) staff met with our engineering consultant, Berners Schober Inc, to discuss a path forward for repairs of the KICC rotunda and stairwell. Staff is recommending that we move forward in a phased approach.

There will be two Service Authorization Agreements. The first will cover necessary repairs to address the firewall and fire-proofing that, in the event of a fire, makes sure occupants can safely exit the building and help prevent the fire from spreading to the Hampton. It will also install a small amount of insulation, but is not the full repair to the damages nor the full insulation remedy. Immediate repairs due to sprinkler system failure include:

- Replace damaged & removed fire-proofing
- Restore firewall between KICC and Hampton
- Install temporary insulation to help temper the wall cavities and minimize potential freezing of pipes

Service Authorization Agreement 1 work was started with emergency authorization by the Director and is considered Phase 1 of this project. Phase 1 repairs will be under $25,000 and not require full bidding.

The second Service Authorization Agreement will include the investigation and report as well as the bid documents and construction phase work. This agreement will include finishing the investigation and analysis, providing a report of the findings, and preparation of construction documents/bidding/construction of remedies and repairs.

Once we understand the full extent of needed repairs, the work will be bid out and administered by DPW. It is anticipated that it will take several months for this to be completed.

## RECOMMENDATION

To approve a Service Authorization Agreement with BSA for investigation of sprinkler piping failure and specifications to repair damaged areas at the KICC.

## FISCAL IMPACT

There is aproximately 1.8 million in the KICC Building Fund

## ATTACHMENTS

1. SAA_Signed_2.2.2024

# ATTACHMENT "A"

## Berners-Schober Associates, Inc.
## SERVICE AUTHORIZATION AGREEMENT

| | |
|---|---|
| Owner: | City of Green Bay |
| Facility Name: | KICC |
| Project Name: | Emergency Repairs |
| Project Number: | TBE |
| Location: | Green Bay, Wisconsin |
| Services Initiated By: | Trista Hobbs |

This service authorization is according to paragraph 12.1 of the AIA B104-2017 Master Owner-Architect Agreement dated 01/01/2021

DESCRIPTION OF SERVICE:

Project Narrative:

The project design scope will be construction narrative to facilitate necessary repairs from damage caused by frozen pipe. Project includes details and narrative to replace in kind original building construction. Estimated fee includes additional site visits as discussed February 1, 2024.

Professional Services:

All basic services will be provided by Berners-Schober Associates, Inc. employees.

Compensation: (Basic Services)

The professional services fee shall be billed hourly, with an estimated cost of $8,500.00.

Schedule/Site Visits:
The anticipated schedule for completion of the engineering and details is approximately two weeks following approval to proceed.

Reimbursable Expenses:

Reimbursable Expenses will be invoiced in addition to professional fees. We recommend an allowance of $0.00 to be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, travel, and subsistence.

---

This service authorization is provided in two originals. Please sign both copies in the space provided below, retain one copy for your files, and return one copy to the Architect.

OWNER: City of Green Bay

Signature

James Brunette, City Engineer
Printed Name and Title

Feb 02, 2024
Date

ARCHITECT: Berners-Schober Associates, Inc.

Signature

Steve Srubas, Architect
Printed Name and Title

01 feb 2024
Date

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # E.9

Consideration with possible action to approve revised Community Development Block Grant (CDBG) Policies and Procedures.

## BACKGROUND

A revision has been made to the Community Development Block Grant (CDBG) Policies and Procedures, under the Procurement Section. The revision is as follows; the City of Green Bay, as a grantee of CDBG and HOME funding, will follow federal procurement rules under federal regulation 24 CFR Part 85.

This revision is being made to make the application process for CDBG and HOME federally funded activities more streamlined and efficient for eligible vendors. These changes will also allow organizations to apply for funding that could not previously apply due to current requirements. Staff feels these changes will increase the number of eligible applicants and reduce both the application and review process.

## RECOMMENDATION

Approve revised Community Development Block Grant (CDBG) Policies and Procedures.

## FISCAL IMPACT

## ATTACHMENTS

1. CDBG Policies and Procedures with 24 CFR Part 58

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT BLOCK GRANT POLICY
# (CDBG)

## I. PURPOSE

To outline the following aspect of the local Community Development Block Grant (CDBG) Program: a) elements to which the City of Green Bay must adhere in order to comply with federal regulations; b) locally established guidelines; and c) priorities for subrecipient and City Program activity.

## II. POLICY

The federal CDBG program was established with the passage of the Housing and Community Development Act of 1974. CDBG funds are distributed to eligible governmental units in two forms:

1. Entitlement grants directly to cities and counties, and;
2. State grants, which involve annual competitions for non-entitlement communities.

Since 1988, the City of Green Bay has received CDBG funds as an entitlement community. The amount of CDBG funds received each year varies based on the appropriation approved by the U.S. Congress and the number of governmental units eligible to participate. While the federal fiscal year operates from October 1 to September 30, the City's CDBG fiscal year runs from February 1 to January 31. Federal oversight lies within the U.S. Department of Housing & Urban Development (HUD).

## III. FEDERAL REGULATIONS

*The citation reference from the Title 24 Part 570 – Community Development Block Grants can be found in parentheses next to each heading below. Please view that section for more information on the respective item.*

### A. FEDERAL ELIGIBILITY

CDBG funds may be used for the following basic eligible activities:

1) Acquisition
2) Disposition
3) Public Facilities/Improvements
4) Clearance/Remediation
5) Public Services
6) Interim Assistance
7) Payment of Non-Federal Share
8) Urban Renewal Completion
9) Relocation
10) Loss of Rental Income
11) Housing Services
12) Privately-Owned Utilities
13) Homeownership Assistance
14) Economic Development Assistance
15) Technical Assistance
16) Institutions of Higher Education
17) Rehabilitation/Preservation (24 CFR 570.202)
18) Planning (24 CFR 570.205)
19) Administration (24 CFR 570.206)

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT BLOCK GRANT POLICY
# (CDBG)

## B. INELIGIBLE ACTIVITIES (24 CFR 5702.07)

The following activities may not be assisted with CDBG funds:

1) Buildings (or portions thereof) for the General Conduct of Government
2) General Government Expenses
3) Political Activities

The following activities are not eligible for CDBG funding, but may be allowed under certain circumstances:

1) Purchase of Equipment
2) Operating/Maintenance Expenses
3) New Housing Construction
4) Income Payments

## C. SPECIAL ECONOMIC DEVELOPMENT PROJECTS (24 CFR 570.203)

CDBG funds may be used for special economic development activities in addition to other activities. Special economic development activities include:

1) Acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements
2) Assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project
3) Economic development services, including, but not limited to, outreach efforts; screening of applicants; reviewing/ underwriting applications; preparation of all necessary agreements; management of activities; and the screening, referral, and placement of applicants for employment

## D. NATIONAL OBJECTIVES (24 CFR 570.208)

In order to qualify for funding, activities must meet one of three CDBG national objectives:

1) Low & Moderate Income (LMI) Benefit
    a. ***Area Benefit***: activities available for the benefit of all the residents in a particular area, where at least 51 percent of those residents are LMI persons.
    b. ***Limited Clientele***: activities benefiting a specific group (i.e. abused children, elderly persons, battered spouses), at least 51 percent of whom are LMI persons.
    c. ***Housing:*** activities carried out for the purpose of providing or improving permanent residential structures that, upon completion, will be occupied by LMI households.
    d. ***Job Creation/ Retention:*** activities designed to create or retain permanent jobs where at least 51 percent of the jobs involve the employment of LMI persons.
2) Slum & Blight Removal
    a. ***Area Basis:*** activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination that are located in a designated area of distress, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.
    b. ***Spot Basis:*** activities undertaken to eliminate specific conditions of blight, physical decay, or environmental contamination at specific sites not located in designated

blighted areas, including acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, or rehabilitation. Rehabilitation must eliminate conditions that are detrimental to public health/safety; acquisition and relocation must be precursors to other activities that eliminate blight.

3) Urgent Need
    a. Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community; this objective may only be used if the community cannot finance necessary activities with other sources.

## E. CATEGORICAL LIMITS

1) At least 70 percent of CDBG funds utilized during three consecutive program years, as specified by the grantee, must be expended for LMI benefit; the costs of planning and program administration are excluded from this calculation. (24 CFR 570.200(a)(3))
2) The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the total entitlement grant for that program year, plus 15 percent of the program income received during the preceding program year. (24 CFR 570.201(e)(1))
3) The amount of CDBG funds obligated for planning and administration activities in each program year may not exceed 20 percent of the total entitlement grant for that program year plus the program income received during that program year. (24 CFR 570.200(g))

## F. PROGRAM INCOME (24 CFR 570.426)

The City may reuse any revenue generated from projects undertaken with CDBG funding towards other eligible activities within the entitlement community. Furthermore, any program income earned by a subrecipient or City Program may be retained by the subrecipient or City Program provided the income is treated as additional CDBG funds and thus subject to all applicable federal and local requirements.

## G. FAIR HOUSING (24 CFR 570.601)

The Secretary of HUD requires that:

1) Grantees must administer all activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. (Public Law 90-284)
2) Entitlement communities shall conduct an Analysis of Impediments to Fair Housing Choice every five years, take action to overcome the effects of the identified impediments and maintain records reflecting the analysis and related actions taken.

## H. ENVIRONMENTAL REVIEW PROCEDURES (24 CFR 570.604)

The environmental review procedures outlined in 24 CFR part 58 must be completed for each CDBG subrecipient and City Program activity, as applicable.

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT BLOCK GRANT POLICY
# (CDBG)

## I. FAITH-BASED ACTIVITIES (24 CFR 570.200)

Religious or faith-based organizations are eligible to participate in the CDBG program. Local government representatives and CDBG program administrators shall not discriminate against an organization on the basis of its religious affiliation.

## J. SUBMISSION REQUIREMENTS (24 CFR 570.302)

CDBG entitlement communities must submit the following documents:

1) Action Plan – annually
2) Consolidated Annual Performance and Evaluation Report (CAPER) - annually
3) Consolidated Plan - every three to five years, as chosen by the entitlement community

Creation of these documents must follow HUD requirements for content and citizen participation (see the City of Green Bay CDBG Citizen Participation Plan).

## K. LOCATION OF ACTIVITIES (24 CFR 570.309)

CDBG funds may be awarded to an activity outside the jurisdiction of the entitlement community only if it can be determined that the activity directly benefits the entitlement community's residents. Documentation of these benefits must be provided before CDBG funds are awarded for the activity.

## L. CONFLICT OF INTEREST (24 CFR 570.611)

No persons affiliated with the entitlement community (including subrecipients and City Programs) who exercise or have exercised any responsibilities with respect to CDBG programming, or who are in a position to participate in a decision-making process, may obtain a financial interest or benefit from a CDBG-assisted activity (including subcontracts), either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

# IV. LOCAL PROGRAM GUIDELINES

### A. Program Oversight

The Redevelopment Authority of the City of Green Bay (RDA) -composed of seven individuals appointed by the Mayor- serves as the jurisdiction for oversight of the CDBG Program. Local financial and administrative/programmatic oversight lies with the City of Green Bay Community and Economic Development Agency.

### B. Consolidated Plan Submission

The City of Green Bay has elected to submit a Consolidated Plan to HUD every five years. The Citizen Participation Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, which will begin approximately one year before the required submittal date.

### C. Definitions

- Subrecipient-an entity charged with implementation of one or more activities funded with City of Green Bay CDBG dollars

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT BLOCK GRANT POLICY
# (CDBG)

D. **Local Categorical Limits**

The following limits expand upon federal categorical limits associated with the CDBG program:

1) At least 70 percent of CDBG funds utilized over three program years must be expended for LMI benefit; this excludes planning/CDBG administration activities.
2) The amount of CDBG funds obligated for public service activities in each program year may not exceed 15 percent of the adjusted award for that year.
3) The amount of CDBG funds obligated for planning/CDBG administration activities in each program year may not exceed 20 percent of the total entitlement grant for that year.
4) Any single award will not be less than $10,000.

E. **Audit Requirements**

Section 2 Part 200 of the Code of Federal Regulations and the State Single Audit Guidelines require major state programs and federal programs to complete a single audit. The necessary amount for fulfilling these requirements will be identified by the Finance Department and the City's independent auditors.

F. **Fair Housing Services**

In keeping with the spirit of federal fair housing requirements, an annual allocation for fair housing services will be approved. This activity will be reported as a public service benefit. The City of Green Bay will contract with an independent entity qualified to provide residents with a variety of fair housing services.

G. **Program Administration**

HUD requires entitlement communities to provide for efficient and adequate administration of CDBG programming. Administration costs may only include: salary/fringe, necessary training/travel, supplies and telephone/postage, in addition to fair housing services and audit costs. The necessary amount for fulfilling this requirement will be identified by the Department of Community and Economic Development.

H. **Annual Allocation of CDBG Funding**

The City of Green Bay's Program Year begins February 1 and concludes January 31 of the following year. Each program year, administration, and fair housing costs, along with adequate funding for Neighborhood Program will be subtracted from the annual entitlement award amount to determine the adjusted award. The adjusted award will first be available to City of Green Bay Departments/Programs/component units that wish to undertake projects. After the City allocation process is complete, any remaining funds may be allocated to community partner applicants.

I. **Allocation Process**

Each year adequate funding will be allocated through the City Budget process to the following: Homeowner Rehabilitation Loan Program, Community Services Interns Program, Neighborhood Compliance Inspector Program, Neighborhood Programs, and Administration Costs. Then, other City of Green Bay Departments along with community organizations will have the opportunity to submit requests for CDBG funding. Department of Community and Economic Development staff, per HUD rules and regulations, will perform an administrative review of each plan to ensure that:

1) Proposed activities· are included within the listing of eligible activities (24 CFR 570.201)
2) Proposed activities do not fall within a category of explicitly ineligible activities (24 CFR 570.207)
3) Proposed activities will meet one of the national objectives of the program (24 CFR 570.200)
4) Proposed activities will address priority needs as identified in the Consolidated Plan

Upon completion of the administrative review, the plans will be presented to the Redevelopment Authority of the City of Green Bay (RDA) for approval and recommendation to the Common Council for final approval.

The open application process will begin after allocations for City applications have been approved. All applications will go through an administrative review by Department of Community and Economic Development staff, per HUD rules and regulations, to ensure the four standards listed under letter I. above, will be met if proposed activities are funded.

Upon completion of the administrative review, the proposals will be presented to the RDA at its next available meeting where award and funding recommendations will be finalized.

J. **Subrecipient Agreement/Training Session**

Subrecipients of CDBG funds must enter into a subrecipient agreement with the RDA. This subrecipient agreement serves as a formal contract addressing the various policies outlined in this document, in addition to contract amount/ term, reimbursement requests, accomplishment reporting, monitoring, financial management guidelines, conflict of interest, and additional federal standards, including lead-based paint -regulations and the Davis Bacon Act. To ensure all parties understand the requirements of their agreement, a mandatory training session will be held with new subrecipients before funds are released. Technical assistance from staff will be available to all subrecipients throughout the program year.

K. **Report Submission**

All subrecipients and City Programs are required to submit reports of their accomplishments during the program year when applicable. If said reports are not received payment requests will be withheld until the reports are submitted.

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within thirty (30) days by the City after the contracts are awarded by the Redevelopment Authority of the City of Green Bay.

L. **Change of Use**

If a subrecipient or City Program wishes to utilize funds for an activity not identified on their original application, they are required to submit a detailed letter to the Redevelopment Authority of the City of Green Bay explaining the reasoning for and amount of the proposed change and a public comment period may be held per the Citizen Participation Plan.

M. **Procurement**

The City of Green Bay as grantee of CDBG and HOME funding will follow federal procurement rules under federal regulation 24 CFR Part 85. A copy of this policy and the federal regulation will be distributed to all subrecipients.

N. **Audits**

All subrecipients are required to submit one copy of their audited financial statement immediately following the end of their fiscal year during which CDBG funds are received, unless an alternate arrangement has been made with the RDA. CDBG applications may include audit costs as a reimbursable expense.

# CITY OF GREEN BAY
# COMMUNITY DEVELOPMENT BLOCK GRANT POLICY
# (CDBG)

O. **Disputes**

Any dispute concerning a question of fact arising under a subrecipient program or City Program shall be resolved by Department of Community and Economic Development staff, who shall relay his/her decision in writing to the subrecipient or City Program, in addition to furnishing a copy to the Redevelopment Authority of the City of Green Bay. The decision of Department of Community and Economic Development staff shall be final and conclusive unless the subrecipient or City Program furnishes a written appeal to the Redevelopment Authority of the City of Green Bay within ten days of the date of receipt of such copy. The decision of the Redevelopment Authority of the City of Green Bay in such appeals shall be final and conclusive unless appealed to a court of competent jurisdiction within 30 days of receipt of the Redevelopment Authority of the City of Green Bay decision.

P. **Unspent Grant Funds**

Any uncommitted CDBG funds remaining at the end of the program year will be reprogrammed for use in the subsequent program year. The subrecipient shall submit a carryover request, including both documentation of plans for expending funds and a timeline for the expenditure, to Department of Community and Economic Development staff.

Q. **Termination**

If the subrecipient or City Program fails to fulfill, in timely and proper manner, its obligations for CDBG funding, or if they violate any stipulations contained within the subrecipient agreement, the City has the right to terminate funding of their program. Written notice will be delivered at least 30 days before the termination.

R. **Examination of records/Monitoring**

The subrecipient and City Program shall maintain records (including books, documentation and other evidence) pertaining to the costs of carrying out their activity to the extent of detail that will adequately reflect net costs, direct and indirect labor, materials, equipment, supplies/ services, and other expenses. Authorized representatives of the City or HUD shall have access to subrecipient and City Program records at reasonable times of the business day for inspection, audit or reproduction. Subrecipients and City Programs must make these records available throughout the program year and four years after it expires. Furthermore, Department of Community and Economic Development staff may schedule monitoring visits with the subrecipient to evaluate the progress/performance of the program and provide technical assistance.

S. **Financial Management Systems**

Subrecipients and City Programs must employ financial management systems that are capable of generating regular financial status reports indicating the dollar amount allocated (including budget revisions), amount obligated, and amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate/trace every CDBG dollar received.

T. **Payment Requests**

Subrecipients and City Programs will submit requests for payment with attached supporting documentation to the Department of Community and Economic Development. Payment requests shall be allowed on a reimbursement basis (i.e. only after expenditures have been incurred) and shall be reviewed to ensure the expenditures are in conformity with the use of funds as described in the Statement of Work. If source documentation is deemed inadequate by Staff, all payments will be withheld until all required documents have been submitted. Payment requests received and approved

will be processed and a check issued in accordance with the Redevelopment Authority's pay cycles on the 10th and 25th of each month. All payment requests must contain an original signature.

U. **Program Income**

Any program income (as defined under applicable federal regulations) gained from any activity of the subrecipient shall be returned to the RDA. Anticipated program income must be documented and described in the subrecipient or City Program proposal/application.

## V. PROPOSAL EVALUATION CRITERIA

### A. GENERAL

In order to receive CDBG funding, subrecipient and City Programs must meet a priority need, as identified in the Five-Year Consolidated Plan. Additional preference, however, will be given to CDBG applicant activities that meet one or more of the following criteria:

1) Seek a one-time use of CDBG funding
2) Benefit residents of LMI census tracts (population at least 46.7 percent LMI)
3) Will result in additional housing units being placed on the tax roll
4) Demonstrate secured complementary sources of funding (i.e. leverage) and/or strong efforts to solicit and secure complementary funding.
5) Serve special needs populations, including, but not limited to:
    a. Elderly/frail elderly
    b. Persons with disabilities (developmental and physical)
    c. Persons with HIV/AIDS and their families
    d. Persons seeking solutions to alcohol and drug addiction

### B. PUBLIC SERVICES (SUBJECT TO 15 PERCENT CAP)

Preference will be given to Public Service CDBG applicants whose activities meet one or more of the following criteria:

1) Program service costs- one time use
2) Administrative expenses-one time use
3) Program service costs- continual use
4) Administrative expenses- continual use

**ATTACHMENT 3-1: PART 85.36**

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of January 1, 2007]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR85.36]

[Page 532-538]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85_ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE

Subpart C_Post-Award Requirements

Sec. 85.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in

regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the

jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed. (1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of

analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a ``brand name'' product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The ``bid guarantee'' shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A ``performance bond'' is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A ``payment bond'' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland ``Anti-Kickback'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # E.10

Consideration with possible action to approve the new Section 3 Plan.

## BACKGROUND

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

HUD has made changes to the Section 3 regulations to create more efficient incentives for employers to retain and invest in their low- and very low-income workers, streamline reporting requirements by aligning them with typical business practices, provide for program-specific oversight, and clarify the obligations of entities that are covered by Section 3. These changes are intended to increase Section 3's impact on low- and very low-income persons, increase compliance with Section 3 requirements, and reduce regulatory burden.

The attached new Plan reflects the changes HUD has made under Final Rule Section 3 at 24 CFR Part 75.

## RECOMMENDATION

Approve the new Section 3 Plan.

## FISCAL IMPACT

## ATTACHMENTS

1. FINAL RULE SECTION 3 PLAN

# Section 3
# Plan

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# 1. Overview of Section 3 Requirements

## A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## B. PURPOSE OF THIS DOCUMENT

This plan outlines how the City of Green Bay and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing the City of Green Bay's CDBG and/or HOME funding. City of Green Bay will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

City of Green Bay may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

## C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed $200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed $100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

# 2. Section 3 Coordinator

City of Green Bay's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for City of Green Bay and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to City of Green Bay's Section 3 Coordinator with questions regarding Section 3 compliance.

# 3. Employment, Training, and Contracting Goals

## A. SAFE HARBOR COMPLIANCE

The City of Green Bay will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

## B. SAFE HARBOR BENCHMARKS

City of Green Bay has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

   Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

   Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, City of

Green Bay will review and update the Section 3 Plan every 3 years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the City of Green Bay are required to certify that they will comply with the requirements of Section 3.

# C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

## EMPLOYMENT AND TRAINING

Under the City of Green Bay's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

***(for housing and community development financial assistance)***

Provide employment and training opportunities to Section 3 workers within the metropolitan area in which the project is located in the priority order listed below:

1) Section 3 workers residing within the service area or the neighborhood of the project, and

2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## CONTRACTING

Under the City of Green Bay's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

***(for housing and community development financial assistance)***

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which assistance is located in the following order of priority (*where feasible*):

    a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and

    b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

# 4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from City of Green Bay or its contractors/subcontractors for training, employment, or contracting opportunities generated by housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to City of Green Bay may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

## A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, City of Green Bay will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at https://www.huduser.org/portal/datasets/il.html.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
2) Employed by a Section 3 business concern; or
3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

***(for housing and community development assistance)***

1) Employed by a Section 3 business concern or
2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
    a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
    b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

### PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance. For housing and community development financial assistance, City of Green Bay may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, City of Green Bay will follow subpart C of Part 75. Refer to chart in Appendix B.

## B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The City of Green Bay, will encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: http://www.hud.gov/Sec3Biz. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to City of Green Bay, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the City of Green Bay previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12 month certification of eligibility period allows the City of Green Bay the ability to assess contractor performance to ensure the business is striving to meet the required goals.

# 5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City of Green Bay will do the following:

1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
2) Require contractor to sign the Section 3 Plan at pre-construction conference
3) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark

goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with HUD programs.

4) Inform contractors about the HUD Section 3 Opportunity Portal https://hudapps.hud.gov/OpportunityPortal/
5) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry https://www.hud.gov/section3businessregistry

# 6. Section 3 Outreach

## A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, City of Green Bay's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

1) Notify the Section 3 Coordinator when training opportunities are available.
2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers.
3) Conduct an annual training for Section 3 workers and Section 3 businesses.

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the City of Green Bay's database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates.
4) Establishing a current list of Section 3 eligible applicants.
5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
    a) Advertising job opportunities via social media, including LinkedIn and Facebook;
    b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices

c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.

### B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the HUD programs, City of Green Bay will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
2) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
3) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
4) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
5) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the City of Green Bay as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## 7. Section 3 Contracting Policy and Procedure

The City of Green Bay will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the City of Green Bay be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

## 8. Section 3 Provisions/Contract Language

City of Green Bay will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. City of Green Bay will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations.

In addition, contractors and subrecipients are required to include language in all Section 3 covered

contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (for public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

# 9. Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to City of Green Bay's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

## A. MONTHLY REPORTING

1) Contractors are required to submit monthly activity reports to City of Green Bay's Section 3 Coordinator by the 25th day of each month.

## B. ANNUAL REPORTING

1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
2) Upon the completion of a project, City of Green Bay's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
3) City of Green Bay's Section 3 Coordinator will submit the Section 3 data into required reporting system to HUD during the reporting period.

## C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, City of Green Bay will report on the project as a whole and will identify the multiple associated recipients.
2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of $200,000 and $100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the City of Green Bay will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the $200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH $100,000 threshold. Refer to chart in Appendix B.

# 10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, City of Green Bay encourages submittal of such complaints to its Section 3 Coordinator as follows:

1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
2) Complaints must be filed within Thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3) An investigation will be conducted if a complaint is found to be valid. City of Green Bay will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4) The City of Green Bay will provide written documentation detailing the findings of the investigation. The City of Green Bay will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of a complaint. If complainants wish to have their concerns considered outside of the City of Green Bay a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: http://www.dol.gov/ofccp/.

# 11. Appendices

## APPENDIX A: DEFINITIONS

The terms *HUD, Public housing,* and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

*1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

*Contractor* means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in 24 CFR Part 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.*

*Section 3 project* means a project defined in 24 CFR Part 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

> (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
>
> (ii) The worker is employed by a Section 3 business concern.
>
> (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

## APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

| TYPE OF FINANCIAL ASSISTANCE | DEFINITIONS *TARGETED SECTION 3 WORKER | THRESHOLDS | PRIORITIZATION | REPORTING |
|---|---|---|---|---|
| **Public Housing and Housing and Community Development** | **PHA** – must follow subpart B of Part 75<br><br>**HCD** – may follow subpart B or C of Part 75 | None<br>*Any amount of PH assistance triggers Section 3 | **PHA** – must follow subpart B of Part 75<br>**HCD** – may follow subpart B or C of Part 75 | **PHA** – must follow subpart B of Part 75<br>**HCD** – may follow subpart B or C of Part 75<br>Both - Must report on project as a whole and identify the multiple associated recipients |
| **Multiple Sources of Housing and Community Development** *(single or multiple recipients)* | Must follow subpart C of Part 75 | Exceeds $200,000 for Section 3 projects<br>*LHCHHP exceeds $100,000 | Must follow subpart C of Part 75 | Must follow subpart C of Part 75<br>Must report on project as a whole and identify the multiple associated recipients<br>Must report to the applicable HUD program office, as prescribed by HUD |

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Ronda Bitney |

## AGENDA ITEM # E.11

Consideration with possible action to approve the termination of a development agreement between the RDA and Miller Investments LLC.

## BACKGROUND

On November 8, 2019, Miller Land Investments, LLC, the City of Green Bay, and RDA entered into a development agreement for the site known as One Astor Park for a two-phased development.

The developer has completed Phase I as defined by the development agreement, CSM has been recorded, and deeds transferring properties have been created for signatures and recording. Changes in the ownership of the Developer have since occurred; therefore, Phase II will not be completed. All parties wish to terminate the development agreement.

## RECOMMENDATION

To terminate the development agreement between Miller Land Investments, LLC, the City of Green Bay, and the RDA for the site known as One Astor Park.

## FISCAL IMPACT

## ATTACHMENTS

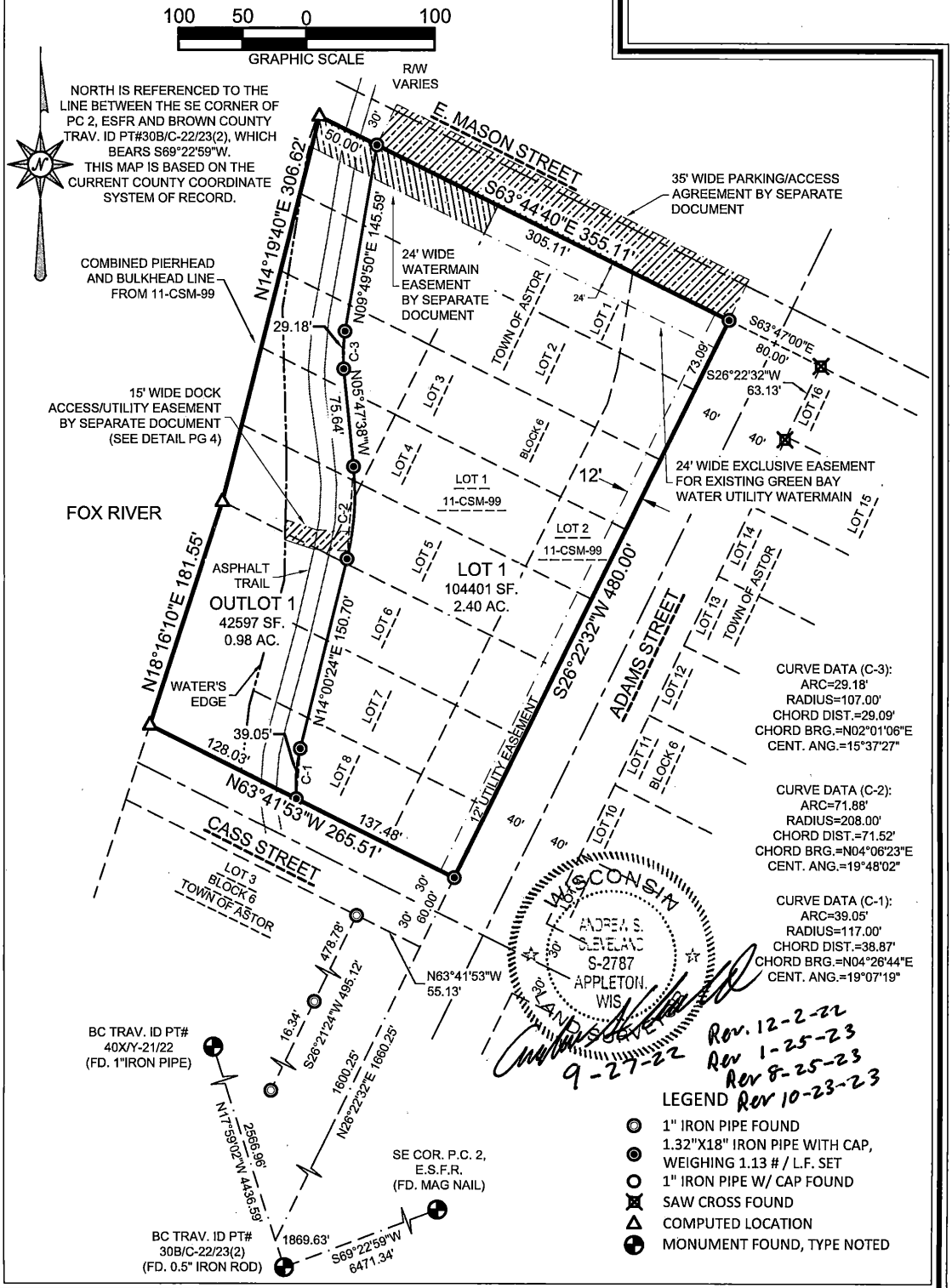
1. One Astor CSM Original
2. One Astor GIS
3. Termination Agreement-One Astor (2-2-24)

**3054697**

**MAP# 9713**
**CHERYL BERKEN**
**BROWN COUNTY**
**REGISTER OF DEEDS**
**GREEN BAY, WI**
**RECORDED ON**
**01/08/2024 03:54 PM**
**REC FEE:**
**REC FEE: 30.00**
**PAGES: 4**

# CERTIFIED SURVEY MAP

PART OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR AND ALL OF LOTS 1 AND 2 OF VOLUME 11, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #2379-DOCUMENT #976872), SAID MAP BEING PART OF LOTS 1, 2, 3, 4, 5 AND ALL OF LOTS 6, 7 AND 8 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR, BROWN COUNTY RECORDS, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN




MACH IV ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767 www.mach-iv.com

CLIENT: CITY OF GREEN BAY

DRAFTED BY: RJO/BRW
TAX PARCEL NO.: 15-2, 15-168-2 & 15-168-A

SCALE: 1"=100'

SHEET: 1 OF 4
PROJECT NO. 1981-01-22
DRAWING NO. 1711

# CERTIFIED SURVEY MAP

PART OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR AND
ALL OF LOTS 1 AND 2 OF VOLUME 11, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #2379-DOCUMENT #976872),
SAID MAP BEING PART OF LOTS 1, 2, 3, 4, 5 AND ALL OF LOTS 6, 7 AND 8 OF BLOCK 6, PLAT OF THE TOWN OF
ASTOR, BROWN COUNTY RECORDS, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, ANDREW S. CLEVELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR AND ALL OF LOTS 1 AND 2 OF VOLUME 11, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #2379-DOCUMENT #976872), SAID MAP BEING PART OF LOTS 1, 2, 3, 4, 5 AND ALL OF LOTS 6, 7 AND 8 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR, BROWN COUNTY RECORDS, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PRIVATE CLAIM 2, EAST SIDE OF THE FOX RIVER; THENCE S69°22'59"W, 6471.34 FEET ALONG THE LINE BETWEEN SAID POINT AND BROWN COUNTY SURVEY ID POINT #30B/C-22/23(2); THENCE N17°59'02"W, 1869.63 FEET ALONG THE LINE BETWEEN SAID POINT AND BROWN COUNTY ID POINT #40X/Y-21/22; THENCE N26°22'32"E, 1660.25 FEET ALONG THE WEST RIGHT OF WAY OF ADAMS STREET TO THE POINT OF BEGINNING; THENCE N63°41'53"W, 265.51 FEET ALONG THE NORTH RIGHT OF WAY OF CASS STREET; THENCE N18°16'10"E, 181.55 FEET ALONG THE COMBINED PIERHEAD AND BULKHEAD LINE OF THE FOX RIVER; THENCE N14°19'40'E, 306.62 FEET ALONG SAID COMBINED PIERHEAD AND BULKHEAD LINE; THENCE S63°44'40"E, 355.11 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF MASON STREET; THENCE S26°22'32"W, 480.00 FEET ALONG SAID WEST RIGHT OF WAY OF ADAMS STREET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 146,998 SQ. FT. \ 3.38 ACRES OF LAND, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEY AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES, THE CITY OF GREEN BAY, AND THE BROWN COUNTY PLANNING COMMISSION IN SURVEYING, DIVIDING AND MAPPING THE SAME.

ANDREW S. CLEVELAND S-2787
SEPTEMBER 27, 2022
REVISED DECEMBER 02, 2022 (MOVE LOT LINE)
REVISED JANUARY 25, 2023 (REVIEW COMMENTS)
REVISED AUGUST 25, 2023 (ADD EASEMENTS)
REVISED OCTOBER 23, 2023 (REVIEW COMMENTS)

WISCONSIN
ANDREW S. CLEVELAND S-2787 APPLETON, WIS.
LAND SURVEYOR

## OWNERSHIP INFORMATION

- TAX PARCEL 15-168-A - MARLENE MILLER, 1618 HIDDEN FALLS COURT, DE PERE, WI 54115, 920-660-1636
- TAX PARCELS 15-2 & 15-168-2 - CITY OF GREEN BAY, 100 N. JEFFERSON STREET, GREEN BAY, WI 54301, 920-448-3300

## CITY OF GREEN BAY PLANNING COMMISSION

APPROVED FOR THE CITY OF GREEN BAY PLAN COMMISSION THIS 2 DAY OF January, 2024

CHERYL RENIER-WIGG
DEVELOPMENT DIRECTOR

## CERTIFICATE OF THE GREEN BAY CITY CLERK

AS DULY APPOINTED CITY CLERK FOR THE CITY OF GREEN BAY, I HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP (PARCEL #S 15-2, 15-168-A AND 15-168-2) AS OF THE DATE LISTED BELOW.

CELESTINE JEFFREYS 1/2/24
GREEN BAY CITY CLERK DATE

CORPORATE SEAL CITY OF GREEN BAY

## TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

~~PAUL ZELLER~~ 1/8/24
~~BROWN COUNTY TREASURER~~ DATE
CHARLES T. MAHLIK
BROWN COUNTY DEPUTY TREASURER

BROWN COUNTY COUNTY TREASURER WISCONSIN

MACH IV ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767 www.mach-iv.com

| | | | |
|---|---|---|---|
| CLIENT: CITY OF GREEN BAY | | SCALE: | SHEET: 2 OF 4 |
| DRAFTED BY: RJO/BRW | | | PROJECT NO. 1981-01-22 |
| TAX PARCEL NO.: 15-2, 15-168-2 & 15-168-A | | | DRAWING NO. 1711 |

# CERTIFIED SURVEY MAP

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SAID MAP BEING PART OF LOTS 1, 2, 3, 4, 5 AND ALL OF LOTS 6, 7 AND 8 OF BLOCK 6, PLAT OF THE TOWN OF
ASTOR, BROWN COUNTY RECORDS, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

## CORPORATE OWNER'S CERTIFICATE

THE CITY OF GREEN BAY, A MUNICIPAL CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. THE CITY OF GREEN BAY ALSO CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF GREEN BAY

IN WITNESS WHEREOF, THE SAID CITY OF GREEN BAY HAS CAUSED THESE PRESENTS TO BE SIGNED BY
Eric Genrich, IT'S Mayor ON THIS 5th DAY OF January, 2024.
(PRINT NAME)

(SIGN HERE)

LACEY COCHART NOTARY PUBLIC STATE OF WISCONSIN

PERSONALLY CAME BEFORE ME THIS 5 DAY OF January, 2024 THE ABOVE NAMED OFFICER OF SAID CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC MY COMMISSION EXPIRES Permanent

STATE OF WISCONSIN ]
] SS
COUNTY OF Brown ]

WISCONSIN ANDREW S. CLEVELAND S-2787 APPLETON, WIS. LAND SURVEYOR

9-27-22
Rev 12-2-22
Rev 1-25-23
Rev 8-25-23
Rev 10-23-23

## LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

MILLER LAND INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE EASEMENTS TO BE GRANTED AND THE LAND ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED HEREON. MILLER LAND INVESTMENTS, LLC DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE CITY OF GREEN BAY FOR APPROVAL OR OBJECTION IN ACCORDANCE WITH CURRENT LAND SUBDIVISION ORDINANCES.

IN WITNESS WHEREOF, THE SAID MILLER LAND INVESTMENTS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY MARLENE MILLER, ITS MEMBER, ON THIS 27th DAY OF December, 2023

MARLENE MILLER
MEMBER - MILLER LAND INVESTMENTS, LLC

PERSONALLY CAME BEFORE ME THIS 27th DAY OF December, 2023 THE ABOVE NAMED MEMBER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC MY COMMISSION ~~EXPIRES~~ is permanent.

STATE OF WISCONSIN ]
] SS
COUNTY OF Brown ]

DAVID P. DEWICK NOTARY PUBLIC STATE OF WISCONSIN

| | | | |
|---|---|---|---|
| MACH IV ENGINEERING • SURVEYING • ENVIRONMENTAL<br>2260 Satschelder Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767 www.mach-iv.com | CLIENT: CITY OF GREEN BAY<br>DRAFTED BY: RJO/BRW<br>TAX PARCEL NO.: 15-2, 15-168-2 & 15-168-A | SCALE: | SHEET: 3 OF 4<br>PROJECT NO. 1981-01-22<br>DRAWING NO. 1711 |

# CERTIFIED SURVEY MAP

PART OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK 6, PLAT OF THE TOWN OF ASTOR AND
ALL OF LOTS 1 AND 2 OF VOLUME 11, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #2379-DOCUMENT #976872),
SAID MAP BEING PART OF LOTS 1, 2, 3, 4, 5 AND ALL OF LOTS 6, 7 AND 8 OF BLOCK 6, PLAT OF THE TOWN OF
ASTOR, BROWN COUNTY RECORDS, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

## UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

THE CITY OF GREEN BAY, GRANTOR,
GREEN BAY REDEVELOPMENT AUTHORITY, GRANTOR,
MILLERLAND INVESTMENTS, LLC, GRANTOR, TO:

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
WISCONSIN BELL INC.. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
PAETEC USA TELECOM SERVICES, GRANTEE;
BROWN COUNTY C-LEC, LLC, GRANTEE;
US EXCHANGE/RVP FIBER, GRANTEE;
CHARTER TELECOMMUNICATIONS OPERATING, LLC, GRANTEE:

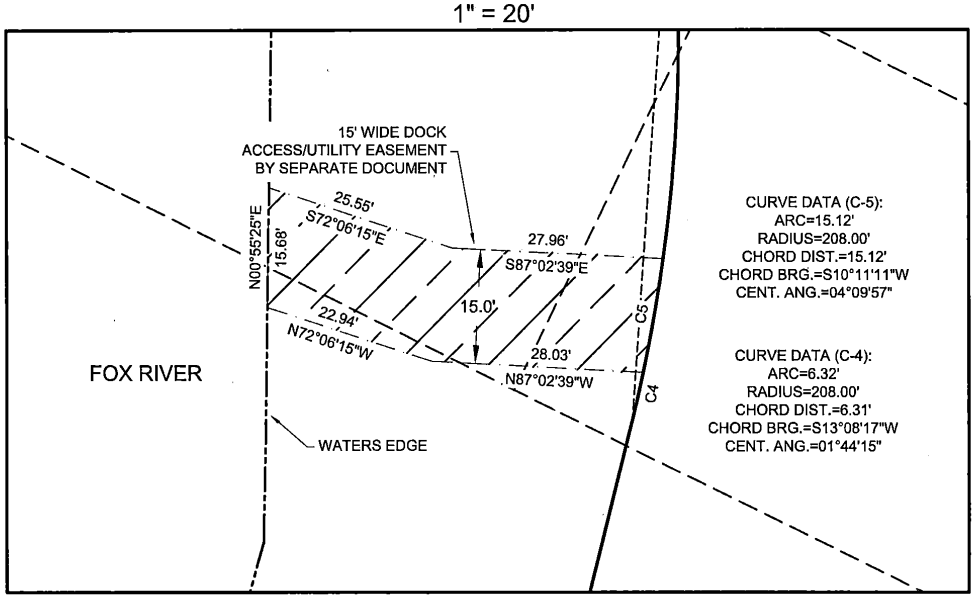
WISCONSIN ANDREW S. CLEVELAND S-2772 APPLETON, WIS. LAND SURVEYOR

9-27-22
Rev 12-2-22 Rev 8-25-23
Rev 1-25-23 Rev 10-23-23

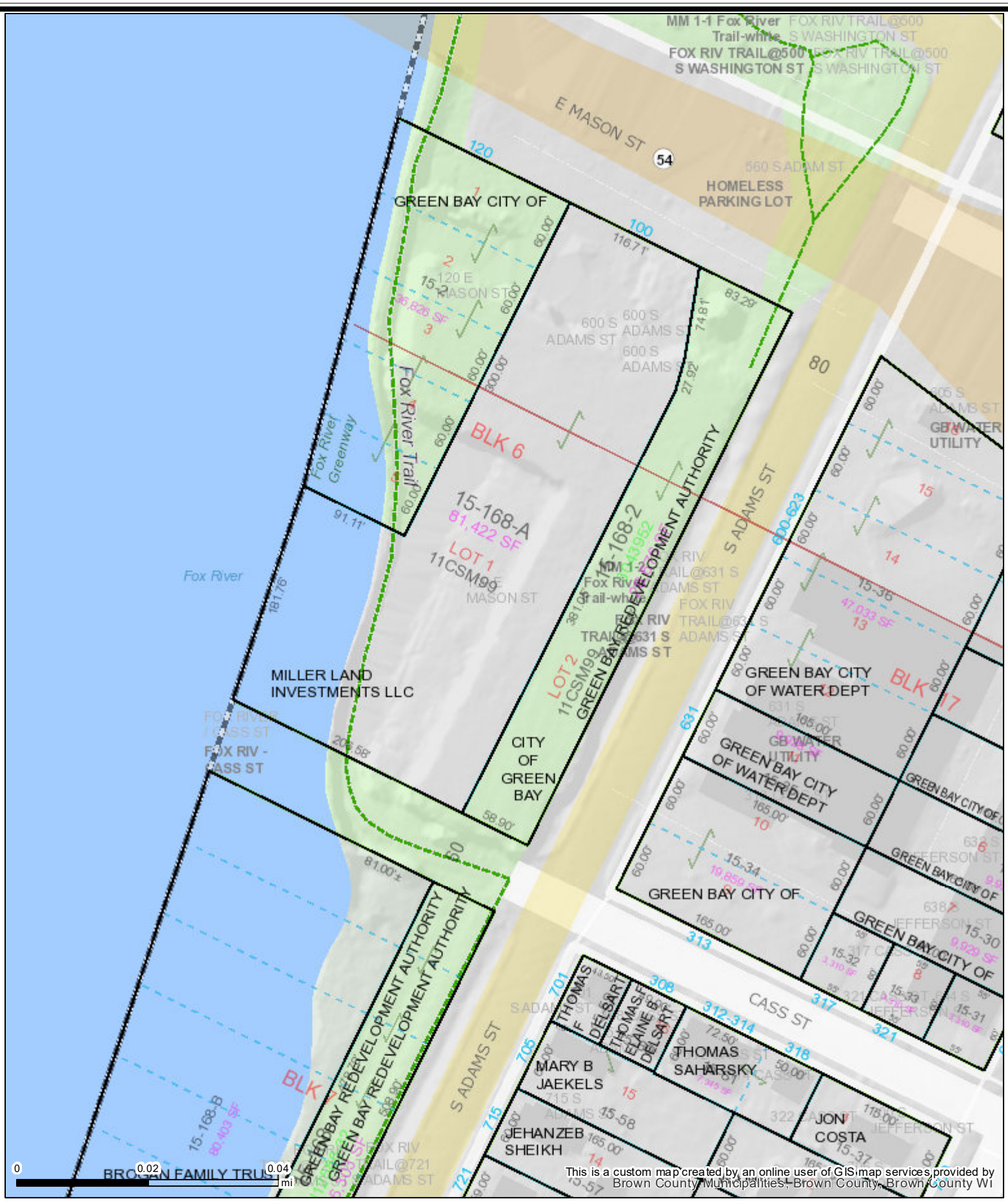
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHER PUBLIC UTILITIES FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

## DOCK ACCESS/UTILITY EASEMENT DETAIL
1" = 20'




| | | | |
|---|---|---|---|
| MACH IV ENGINEERING • SURVEYING • ENVIRONMENTAL<br>2260 Salscheider Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767 www.mach-iv.com | CLIENT: CITY OF GREEN BAY<br>DRAFTED BY: RJO/BRW<br>TAX PARCEL NO.: 15-2, 15-168-2 & 15-168-A | SCALE: | SHEET: 4 OF 4<br>PROJECT NO. 1981-01-22<br>DRAWING NO. 1711 |




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 1/12/2024

**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**

Brown County Planning & Land Services

(920) 448-6480

www.browncountywi.gov

**TERMINATION AGREEMENT**
**ONE ASTOR PARK**
**DEVELOPMENT AGREEMENT 19-03**

This TERMINATION AGREEMENT ("AGREEMENT") made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), the City of Green Bay (hereinafter the "CITY"), and Miller Land Investments, LLC, a Wisconsin limited liability company (hereinafter called the "DEVELOPER") (the RDA, City and Developer hereinafter collectively the "PARTIES").

WITNESSETH:

WHEREAS, the Parties entered into a Development Agreement, dated November 8, 2019 ("DEVELOPMENT AGREEMENT"), concerning a potential two-phase development on what has now become known as the "One Astor" site; and

WHEREAS, the Developer completed Phase I (as defined in the Agreement) and changes in the ownership of the Developer have since happened, whereby Phase II (as defined in the Agreement) will not occur, and the Parties desire to terminate the Development Agreement as set forth herein.

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

1. The Development Agreement shall be terminated as of the date of this Agreement. None of the Parties shall have any further rights, obligations or liabilities under the Development Agreement and the Parties waive and release any and all claims with respect to or arising out of the Development Agreement which they may have against each other.

2. Any personal guarantees executed by the members of DEVELOPER, related to this Development Agreement, are hereby released and/or terminated as of the date of this Agreement.

3. The Parties agree that this Agreement may be recorded with the Register of Deeds for Brown County, WI, if either of the Parties elects to do so.

4. This Agreement may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the Parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

*(Signature Page Follows)*

**TERMINATION AGREEMENT**
**ONE ASTOR PARK**
**DEVELOPMENT AGREEMENT 19-03**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this ____ day of February, 2024.

**CITY OF GREEN BAY**

By:_____
Eric Genrich, Mayor

By:_____
Celestine Jeffreys, City Clerk

**REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY**

By:_____
Gary J. Delveaux, Chair

By:_____
Cheryl Renier-Wigg, Executive Director

**Miller Land Investments, LLC**

By:_____
Marlene T. Miller, Member

By:_____
Donna J. Miller, Member

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

| MEETING DATE | PREPARED BY |
| --- | --- |
| February 13, 2024 | Krista Cisneroz, Staff |

## AGENDA ITEM # F.1

Financial report and check register.

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. Check Report
2. RDA Financial Report 2024

City of Green Bay RDA

Check Register

January-24

| CHECK # | CHECK DATE | VENDOR NAME | AMOUNT |
|---|---|---|---|
| 21736 | 01/11/2024 | BROWN COUNTY REGISTER OF DEEDS | 30.00 |
| 21737 | 01/11/2024 | NEIGHBORWORKS GREEN BAY | 19,839.00 |
| 21738 | 01/30/2024 | CITY OF GREEN BAY | 27,504.89 |
| 21739 | 01/30/2024 | METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC. | 2,155.00 |
| | | | $ 49,528.89 |

Redevelopment Authority
Financial Report
CDBG
1/31/2024

| CDBG Entitlement Funds | 2024 Budget | 2023 Carry Over | Program Income | Expenses | Obligated | Remaining Balance |
|---|---|---|---|---|---|---|
| Fair Housing | - | 32,155.00 | - | - | - | 32,155.00 |
| Public Services | - | 220,323.08 | - | - | | 220,323.08 |
| CDBG Eligible Areas HILP Program | - | 449,272.62 | - | 5,339.00 | 72,306.00 | 371,627.62 |
| CDBG Eligible Areas Public Facilieities and Infrastructure | - | 271,085.43 | - | - | - | 271,085.43 |
| CDBG Eligible Areas-Beautificatio/Art | - | 80,009.87 | - | - | - | 80,009.87 |
| Economic Development | - | 66,997.05 | 23,205.56 | - | - | 90,202.61 |
| Administration | - | 169,545.01 | - | - | - | 169,545.01 |
| | **$ -** | **$ 1,289,388.06** | **$ 23,205.56** | **$ 5,339.00** | **$ 72,306.00** | **$ 1,234,948.62** |

| CARES CDBG-CV Funds | 2024 Budget | 2023 Carry Over | Program Income | Expenses | Obligated | Remaining Balance |
|---|---|---|---|---|---|---|
| Businesss Improvement Districts | | 455.78 | - | - | - | 455.78 |
| Rental/Mortgage Assistance Program LMI | | 115,829.37 | - | - | - | 115,829.37 |
| | **$ -** | **$ 116,285.15** | **$ -** | **$ -** | **$ -** | **$ 116,285.15** |

Redevelopment Authority
Financial Report
HOME
1/31/2024

| | 2024 Budget | 2023 Carry Over | Program Income | Expenses | Obligated | Remaining Balance |
|---|---|---|---|---|---|---|
| Single Family Rehab Loan Program | - | 434,705.91 | - | 14,500.00 | 90,709.52 | 329,496.39 |
| CHDO Projects | - | 364,500.00 | - | - | - | 364,500.00 |
| Housing Development Projects | - | 1,852,993.73 | 19,721.70 | - | 1,073,500.00 | 799,215.43 |
| Administration | - | 157,480.84 | 2,191.30 | - | | 159,672.14 |
| HOME-ARP Admin | | 1,948,216.00 | - | - | - | 1,948,216.00 |
| | **$ -** | **$ 4,757,896.48** | **$ 21,913.00** | **$ 14,500.00** | **$ 1,164,209.52** | **$ 3,601,099.96** |

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

Phone 920.448.3300
Fax 920.448.3426

## City of Green Bay Development Tracker - February 2024

| # | Project Name | Developer | Project Location | Project Description | Status Update | Housing Units | | Est. Prop Value |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Total # | Under 80% | |
| 1 | Merge @ Shipyard | Merge LLC | 239 Arndt Street | Market multi-family rental, retail | CSM underway. PUD approved 2/6/24. Construction starting August 2024. | 225 | 0 | $21,000,000 |
| 2 | City East Apartments | City East Apartments, LLC. | 1165 E Walnut | Affordable multi-family rental, United Way office | Construction underway | 43 | 36 | $11,627,300 |
| 3 | Bay City Lofts | Bay City Lofts, LLC. | 2510 University Ave | Affordable multi-family rental | Construction underway | 48 | 40 | $14,125,500 |
| 4 | 200 N. Monroe | 200 N. Monroe PropCo LLC | 200 N. Monroe | Market rate multi-family rental, ground floor commercial | DA amendment under review | 172 | TBD | $22,000,000 |
| 5 | JBS | City/RDA | 0 Lime Kiln Rd | Destination park, mixed housing, urban farm | Development RFP reissued - due late March. Road and utility construction to begin in spring | TBD | TBD | TBD |
| 6 | New Land 221 Cherry | New Land Enterprises | 221 Cherry | Market rate multi-family rental, retail | DA to be considered in April | 258 | 0 | $35M |
| 7 | Former Badger Sheet Metal | TBD | 420 S. Broadway/419 S. Maple | Market rate multi-family rental, fire station, retail, green infrastructure corridor | $1M EPA Grant awarded. Ad hoc facilities committee approval received in February for fire station/multi-family mixed-use. RFQ release in February. | TBD | TBD | TBD |
| 8 | The Fort @ Railyard | TWG | 419 Donald Driver Way | Affordable multi-family rental, retail | Under construction. Completion anticipated summer 2024 | 233 | 187 | $21,000,000 |
| 9 | Cherry Faith Properties | DuJuan Cherry | 436 S. Monroe | Multi-family rental, ground floor commercial | Planning Option expires 02/14/2024 | 33 | 26 | TBD |
| 10 | 222 Cherry St LLC | Peter Nugent | 216-222 Cherry St | Market rate apts with retail 1st floor | Amendment to DA anticipated in March 2024. | 71 | 0 | TBD |

| PRIMARY USE COLOR KEY |
|---|
| Multi-family |
| Single-family |
| Commercial |
| Industrial |
| Public |

# City of Green Bay Development Tracker - February 2024

| # | Project Name | Developer | Project Location | Project Description | Status Update | Housing Units | | Est. Prop Value |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Total # | Under 80% | |
| 10 | 222 Cherry St LLC | Peter Nugent | 216-222 Cherry St | Market rate apts with retail 1st floor | Amendment to DA anticipated in March 2024. | 71 | 0 | TBD |
| 11 | University Ave | Neighborworks Green Bay | Near 1120 University Ave | 20-24 Unit Complex | Bidding and Design process. Planning Option extension may be considered in February 2024. | TBD | TBD | TBD |
| 12 | 4th Street | Neighborworks Green Bay | 4th Street and Chestnut | 10 unit, 3 buildings, market-rate units | Finalizing bidding and design. Planning Option expires 03/30/2024 | 11 | 7 | tbd |
| 13 | Mary and Gallagher | Neighborworks Green Bay | Mary St and Gallagher St | Housing | PO Expires 2/14/2024 | TBD | TBD | TBD |
| 14 | 1035 Vandertbraak | Danna Capital, Horizon | 1035 Vanderbraak & Corner Vanderbraak and Clay | 52 Unit affordable housing multi story & Stacked Townhomes | Developer preparing development proposal and is seeking financing. PO Expires 5/14/2024 | 52 | TBD | TBD |
| 15 | Pulliam Redevelopment | Port of Green Bay / Brown County | 420 S. Broadway/419 S. Maple | Port development / C. Reiss relocation | Engineering underway for Pulliam impovements | NA | NA | TBD |
| 16 | Carnivore | Lanny Viegut | 3757 Vital Pl | Industrial - pet food processing | Partial occupancy 12/20/23 . Phase 2 to be complete 3/31/24 | NA | NA | $35,000,000 |
| 17 | Grandview Project #2 | | 3855 Finger Rd | Industrial | PO Expires 8/6/24 | NA | NA | TBD |
| 18 | Shipyard Phase I | City/RDA | 100 W. Mason, 239 Arndt | Riverfront promenade, pier, docks, kayak launch, habitat, site utilities | Under construction. Completion anticipated July 2024. Phase 2 grant and Shipyard DA amendment to be considered in March | NA | NA | NA |
| 19 | Parking Lot F Redevelopment | On Broadway, Inc | 300 block North Broadway | Parking ramp, likely with multi-family housing | Planning option extended February 2024, to expire 5/1/24. | TBD | TBD | TBD |
| 20 | Schauer & Schumacher | 33 Investments LLC | 227 E Walnut, 101 & 109 N Adams St | Event venue, speakeasy and boutique hotel | Developer finalizing financing. Planning option expires 3/13/24 | NA | NA | TBD |
| 21 | Green Bay Plaza | ICAP Development | 1555 W. Mason | Commercial | DA being prepared for public infrastructure (water) investments to support creation of new commercial developments | NA | NA | TBD |

| PRIMARY USE COLOR KEY |
|---|
| Multi-family |
| Single-family |
| Commercial |
| Industrial |
| Public |

## City of Green Bay Development Tracker - February 2024

| # | Project Name | Developer | Project Location | Project Description | Status Update | Housing Units | | Est. Prop Value |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Total # | Under 80% | |
| 22 | **Southwest Woods** | **GB Real Estate Investments** | Hinkle south of Mason | Single-family houses and townhomes with road extension | Traffic Impact Analysis under DPW review. DA anticipated in March | 15 | 0 | TBD |
| | | | | | | Total # | Under 80% | |
| 23 | **Veterans Village** | **Veterans First** | 2890 Anthony Drive | Cottage Court development for veterans | PUD application submitted | 21 | 21 | TBD |
| | | | | | | Total # | Under 80% | |
| 24 | **1915 Harold St.** | **LeMense** | 1915 Harold St | Single family, owner occupied home | DA approved, expires 12/31/2024 | 1 | | $198,300 |
| | | | | | | Total # | Under 80% | |
| 25 | **445 S Baird St** | **Deals, Development, Partnership Capital** | 445 S Baird St | Single family, owner occupied home | Completion anticipated Fall 2024 | 1 | | $243,000 |
| | | | | | | Total # | Under 80% | |
| 26 | **929 N Broadway** | **Neighborworks Green Bay** | 929 N Broadway | Single family, owner occupied home | PO Expires 03/12/2024 | 1 | 1 | TBD |
| | | | | | | Total # | Under 80% | |
| 27 | **1162 & 1164 Day St** | **Neighborworks Green Bay** | 1162 & 1164 Day St | Single family, owner occupied home on each lot | DA Expires 12/31/2024 | 2 | 1 | $500,000 |
| | | | | | | Total # | Under 80% | |
| 28 | **1008 Smith St.** | **Habitat for Humanity** | 1008 Smith Street | Affordable single-family | DA expires 12/31/2024 | 1 | 1 | $240,000 |
| | | | | | | Total # | Under 80% | |
| 29 | **1132 Harvey St.** | **Habitat for Humanity** | 1132 Harvey Street | Affordable single-family | DA expires 12/31/2024 | 1 | 1 | $250,000 |
| | | | | | | Total # | Under 80% | |
| 30 | **1151 Reber St.** | **Habitat for Humanity** | 1151 Reber Street | Affordable single-family | DA expires 12/31/2024 | 1 | 1 | $250,000 |

| PRIMARY USE COLOR KEY |
|---|
| Multi-family |
| Single-family |
| Commercial |
| Industrial |
| Public |