



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JUNE 11, 2024, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

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

Or call in by phone: +1 312 626 6799

Meeting ID: 831 8804 4732

Passcode: 084117

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

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, June 11, 2024, meeting of the Redevelopment Authority.**

D. Approval of Minutes.

- I. Approval of the minutes from the May 14, 2024, meeting.**

E. Regular Business.

- I. Consideration with possible action on communication by Ald. Johnson dated May 29, 2024, to work with Bay Lake City Center Lofts and Spring Lake Church, and to present to common council within 60 days a plan to mitigate concerns regarding facade improvements**

and handicap parking, utilizing the city's facade grant program funded by ARPA and/or block grant or any other source deemed appropriate for such use.

2. Consideration with possible action to call due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CityDeck Commons Residences LLC as Developer pursuant to the City Deck Commons Development Agreement.

The Authority may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

3. Consideration with possible action to approve a one-year development agreement to Investment Creations, LLC for the rehabilitation of the site located at 158 N Maple Avenue.
4. Consideration with possible action to approve Termination of Development Agreement with 200 N. Monroe Propco LLC.
5. Consideration with possible action to approve a one-year development agreement with NeighborWorks Green Bay for the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a 7-unit multi-family development.
6. Consideration with possible action on a Community Housing Development Organization (CHDO) funding request from NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.
7. Consideration with possible action to approve and recommend to the Common Council the City of Green Bay's 2024 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

F. Informational.

1. RDA loan update.
2. Financial report and check register.
3. Director's report and project updates.
4. Date of next meeting: July 9, 2024.

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

June 11, 2024

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on communication by Ald. Johnson dated May 29, 2024, to work with Bay Lake City Center Lofts and Spring Lake Church, and to present to common council within 60 days a plan to mitigate concerns regarding facade improvements and handicap parking, utilizing the city's facade grant program funded by ARPA and/or block grant or any other source deemed appropriate for such use.

BACKGROUND

RECOMMENDATION

Refer to staff.

FISCAL IMPACT

ATTACHMENTS

- I. 2024-05-29 Dist 9 to RDA

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Wed 5/29/2024 1:36 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Redevelopment Authority
Text of Communication	For consideration and possible action to work with Bay Lake City Center Lofts and Spring Lake Church, and to present to common council within 60 days a plan to mitigate concerns regarding facade improvements and handicap parking, utilizing the city's facade grant program funded by ARPA and/or block grant or any other source deemed appropriate for such use.

Email not displaying correctly? [View it in your browser.](#)



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff, Joanne Bungert,
City Attorney

AGENDA ITEM # E.2

Consideration with possible action to call due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CityDeck Commons Residences LLC as Developer pursuant to the City Deck Commons Development Agreement.

The Authority may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

The City of Green Bay and Redevelopment Authority entered into a Development Agreement in 2013 with CityDeck Commons Residences LLC for the development of downtown housing. There are a number of provisions that apply to this agreement upon transfer of the property. They include:

1. The RDA shall approve the TIF Recipient transferring the TIF guarantee and the RDA shall have the right to approve the transferee.
2. The TIF Recipient may choose to pay off the remaining balance of the TIF.
3. No assignment of rights and obligations under the Development Agreement to an unaffiliated party may occur without the written consent of the RDA.
4. In the event a transfer occurs without RDA approval, the RDA/City may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
5. All requests requiring RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

Additionally, as part of the property transfer from the RDA to the Developer for a price of one-dollar (\$1.00), the RDA took a Preferred Forgivable Equity Investment in the Developer's project in an amount of \$300,000.00. Should the project reach an actual assessed value of \$10 million OR should the Developer retain ownership for at least 10 years, then this equity investment would be forgiven. Neither of these conditions have been met and according to the agreement, the Developer is obligated to pay the investment amount.

Staff became aware of the 2022 sale of City Deck Landing through news media publications. Follow up then occurred with prior Director Stechschulte and the Law Dept.

In two separate correspondences both dated February 17, 2023, CityDeck Commons Residences, LLC requested wavier of two items relating to the City Deck Landing project from the development agreement dated July 10, 2013. These were: 1) A release of Terrence Wall's Personal Guaranty based on three consecutive years of no shortfall payments being required (2017 to 2021), and 2) waiver of the Preferred

Forgivable Equity Investment of \$300,000 if the property's assessment reaches \$10,000,000 or is owned by the Developer for at least 10 years. Prior Director Neil Stechschulte responded to those requests as follows:

With regards to the first request, Director Stechschulte "acknowledged the lack of any need for shortfall payments from 2017 to 2021, however a shortfall payment was required for tax year 2022. Staff considered this a reset of the three consecutive years requirement, and as such is not currently prepared to release the personal guaranty. The guaranty pertains to the outstanding debt owed on the 2014 debt of \$2,440,000 (with interest \$3.5 million). To date only \$1.3 million has been paid off through year 8 of 19 of the amortization schedule. Per your correspondence on February 10, 2023, you were not requesting transfer of the TIF guarantee, and therefore are still responsible for the guarantee until such time as the obligation is deemed met or otherwise released by the RDA and the City."

And "with regards to the second request, as of 2022 the property assessment has not yet met or exceeded \$10,000,000 (it is currently \$8,325,100). Until this number is achieved Staff is not prepared to waive the Preferred Forgivable Equity Investment of \$300,000. In addition, the 10-year ownership requirement was not met. The agreement states that the \$300,000 Preferred Equity Investment shall be paid by the Developer or assigned to any subsequent purchaser along with other terms of the agreement."

There was no response to prior Director Stechschultes request. Atty Cochart followed up in September of 2023 asking for a response. No response was received. I then reached out to Terrance Wall in January of this year asking for a response to the request that were made. We received a letter back from Atty. Coffey representing Terrance Wall requesting a release of the TIF guarantee and waiver of the forgivable equity. Communication began regarding the two requests. Mr. Wall believes the value of the building exceeds 10 million based on the sale of the property. Staff requested further information on the building such as rents etc. be provided to our assessor to review this value. To date, staff has not received this information.

RECOMMENDATION

To approve calling due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CITYDECK COMMONS RESIDENCES, LLC as Developer pursuant to the City Deck Commons Development Agreement.

FISCAL IMPACT

ATTACHMENTS

1. CityDeck Development Agreement.Signed
2. CDR - First Amendment - Dev + TIF Agreements - 11-5-13

**DEVELOPMENT AGREEMENT
CITY DECK COMMONS**

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the 5th day of June, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **CITYDECK COMMONS RESIDENCES, LLC**, a Wisconsin Limited Liability Company (hereinafter called the "DEVELOPER") and **CITYDECK COMMONS, INC.**, a Wisconsin Corporation (hereinafter call the "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

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

- I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have approximately 84 residential apartment units and approximately 8,800 square feet of retail with an active riverfront component and will cost approximately \$10,000,000, which shall include environmental remediation, but is not limited to, structural pilings, land improvements, two levels of parking, and a new 7 (seven) story building, including a penthouse.
- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by December 15, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
 - C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use their best efforts in good faith to obtain performance of the conditions of this Agreement.
 - D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey to the DEVELOPER the Property for One Dollar (\$1.00), within thirty (30) days of completing all environmental remediation as governed by the Phase II Environmental Assessment and all Project financing and construction contracts are in place. The Conveyance of the Property shall be by warranty deed (in a form reasonably approved by the RDA and the DEVELOPER) purchased with cash at closing. The RDA shall take a \$300,000.00 Preferred Forgivable Equity Investment in DEVELOPER's Project as part of this Agreement. The Preferred Forgivable Equity Investment will be forgiven if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the property for at least 10 years or the DEVELOPER's Project reaches a \$10,000,000.00 actual assessed value.¹ If neither of these conditions are met or satisfied, then the Preferred Forgivable Equity Investment shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. This Preferred Forgivable Equity Investment will not be recorded against the property for financing purposes but shall be secured by the terms and conditions of this Agreement and shall survive the expiration of this Agreement.
- B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:

1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
2. Title insurance and ALTA survey review to be paid by the DEVELOPER.

¹ The Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- D. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Project Site, but cannot guarantee approval of any zoning requests. If, through no fault of the DEVELOPER, ALL governmental approvals, including but not limited to a building permit, zoning for DEVELOPER's intended project, grading permit, sanitary permit, water permit, and other entitlements and approvals required for the DEVELOPER's intended project by governmental or municipal bodies governing the property are not granted within one hundred and fifty (150) days, then the DEVELOPER will be granted a six month extension on the Planning Option for an additional extension price of \$2,500.00. The RDA shall act as the arbitrator in determining the DEVELOPER's fault in regards to the eligibility for the extension herein described.

III. PARKING.

- A. The DEVELOPER shall construct a two level at-grade parking garage with two separate access points on the site of the Project, one located on North Washington Street and another located on CityDeck Court, for use by the occupants of the Property and customers of the DEVELOPER. Parking and entrances shall comply with all applicable codes.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the property.
- B. The CITY shall grant DEVELOPER a temporary construction license or easement, subject to conditions and approval by the Department of Public Works, over City Deck Court, a portion of North Washington Avenue, and City Deck of which twenty feet will be reserved for pedestrians.
- C. After construction is completed and occupancy permits are issued, the CITY shall limit parking on City Deck Court to two (2) hours during daytime hours and then no limit between 5:00 P.M. to 3:00 a.m. and 5:00 to 8:00 A.M. The parking spaces on City Deck Court may contribute toward DEVELOPER's number of parking stalls per multi-family apartment units according to Municipal ordinances.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$7,000,000.
- B. In order for this Project to occur, CITY shall contribute not less than \$2,340,000.00 in Tax Increment Financing Assistance with an interest rate of the lesser of the CITY's borrowing rate or 4% to TIF RECIPIENT. These TIF funds shall be repaid through the taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.). CITY's debt service payments shall be repaid through the taxes realized by the additional tax increment generated by the Property and is subject to TIF RECIPIENT or DEVELOPER's guarantee of the Annual Shortfall as set forth in Section V.C. Upon TIF RECIPIENT's receipt of such TIF funds, TIF RECIPIENT is obligated to loan any TIF funds received to DEVELOPER for construction of the Project.
- C. **PERSONAL GUARANTEE LIMITED TO ANNUAL SHORTFALL.** Any individual member of the TIF RECIPIENT or DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Section V.C., starting for the taxable year of 2016 (payable in 2017). An Annual Shortfall exists when the CITY TIF Increment is less than the CITY Debt Service. The CITY TIF Increment is defined as the property tax

generated by the Property in a given year less the base value. The CITY Debt Service is defined as the City's debt service on \$2,340,000.00 of TIF funding over 16 years at an interest rate of the lesser of the CITY's borrowing rate or 4%. The formula for any Annual Shortfall is:

$$\begin{array}{r} \text{CITY TIF Increment} \\ \text{Less: CITY Debt Service} \\ \hline = \text{Annual Shortfall} \end{array}$$

NOTE: The CITY estimates the Annual Shortfall at approximately \$8,500.00 per year. The CITY agrees that the Annual Shortfall shall not exceed \$20,000.00 per year.

DEVELOPER or TIF RECIPIENT shall be invoiced for any Annual Shortfall that exists (but not to exceed \$20,000.00 per year) in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. CITY may only invoice TIF RECIPIENT or DEVELOPER for the Annual Shortfall without adding any other costs or administrative expenses. If TIF RECIPIENT or DEVELOPER fails to pay for the Annual Shortfall (except for any accrued portion) then CITY may place the amount as a special charge against the property.

- D. CITY's debt service for TIF assistance shall be amortized over the remaining life of the Tax Increment District (TID), which shall be 16 years. If the CITY extends the TID, the City will work with TIF RECIPIENT or DEVELOPER to extend the TIF Increment amortization if allowed under the terms and conditions of the bonding. TIF RECIPIENT or DEVELOPER shall be responsible for interest only payments for the CITY's debt service and shall receive credit for increment created for the first two years of the Project's property taxes; however, TIF RECIPIENT or DEVELOPER shall be responsible for any Interest Shortfall on City's debt service in the same manner as the Annual Shortfall in Section V.C. For the first year of the Project, the CITY agrees to forgo any Annual Shortfall payment, because the second year property tax payment will "cover" the first and the second year Annual TIF Increment.
- E. Any individual member of the TIF RECIPIENT or DEVELOPER shall provide a personal guarantee to the CITY/RDA, subject to their approval, for the any Annual Shortfall realized pursuant to Section V.C. of this Agreement, not to exceed \$20,000 per year. CITY/RDA have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. TIF RECIPIENT or DEVELOPER's personal guarantee shall expire or be released upon the sooner of retirement of CITY's debt service on the specific bonds issued for this TIF funding or 16 years if there are no outstanding payments on principal and/or interest. If the annual property taxes on the Property are equal to or exceed the Annual TIF Increment such that there is no Annual Shortfall for three consecutive years, TIF RECIPIENT or DEVELOPER may request a release of TIF RECIPIENT or DEVELOPER'S personal guarantee, which shall be subject to RDA/CITY's discretion. If TIF RECIPIENT or DEVELOPER elects to payoff CITY's debt service prior to the end of the entire financing term, TIF RECIPIENT or DEVELOPER may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the

personal guarantee shall be released by the CITY/RDA.

VI. ENVIRONMENTAL

- A. The RDA and/or City of Green Bay shall make available all known environmental reports and activity upon the property. Should any hazardous substances at levels in excess of amounts allowed by applicable law be found upon the Project Site, environmental remediation necessary to enable the Property to receive a "no further action" letter from the appropriate governmental agencies shall be initiated by the City of Green Bay or RDA. If site remediation is required, the RDA will fund the first \$250,000.00 of this work provided that such funding can be procured entirely from EPA or DNR grants. If the RDA is unsuccessful in obtaining adequate grant funding, or if the estimated amount of such costs exceeds \$250,000.00, then either party to this Agreement may terminate this Agreement by delivery of written notice of termination to the other party.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. *et seq.*; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the event of sale of the Property, the RDA shall approve TIF RECIPIENT or DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee, which approval may not be unreasonably withheld. TIF RECIPIENT or DEVELOPER may, at its discretion, choose to pay off the remaining balance of the TIF at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization, unless the non-profit organization agrees to pay the Annual Shortfall, assumes the guarantee, and agrees to pay the same annual property taxes as levied in the year of sale.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than November 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development

Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Project Site, the RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement. CITY will use reasonable

efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the property to obtain data or perform tests during the term of this Agreement. After transfer of Property to DEVELOPER the CITY shall end any public parking on the Property at the DEVELOPER's direction in anticipation of construction.

- B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not

preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: CityDeck Commons Residences, LLC
c/o Terrence R. Wall
PO Box 620037
Middleton, WI 53562

To TIF RECIPIENT: CityDeck Commons, Inc.
c/o Terrence R. Wall
PO Box 620037
Middleton, WI 53562

To RDA: Redevelopment Authority
of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To CITY: City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

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

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



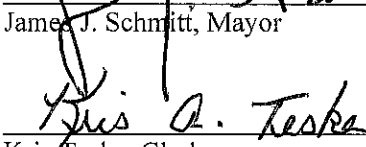
P. Robert Strong, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor

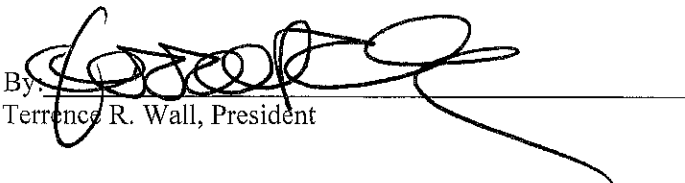


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

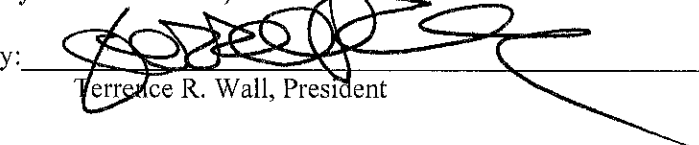
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

EXHIBIT A
LEGAL DESCRIPTION

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B
CONCEPT PLAN**

**Preliminary Drawing
Subject to Change**



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

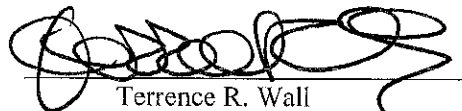
Terrence R. Wall

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, Inc., hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated June 5, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, Lender shall attempt to collect from Debtor first for any and all payments. If the Lender places a lien on the Property for any non-payment, then the Lender may not also look toward the guarantor for payment.

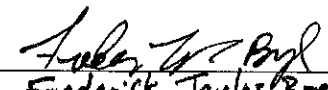
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

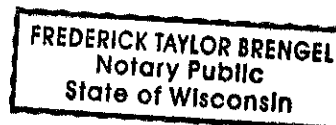
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this 5th day of June, 2013.

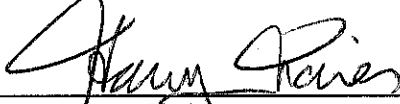

Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires NA



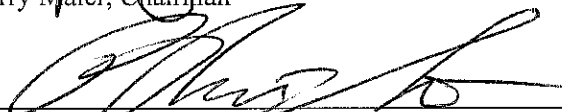
IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



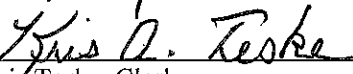
P. Robert Strong, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor

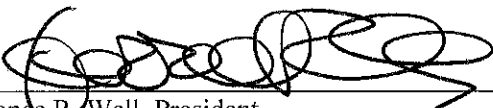


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

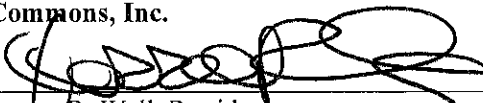
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

EXHIBIT A
LEGAL DESCRIPTION

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B
CONCEPT PLAN**

**Preliminary Drawing
Subject to Change**



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

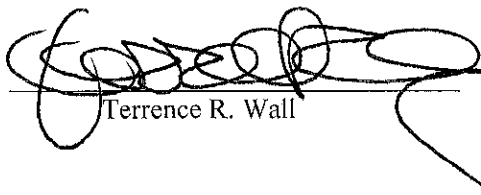
Terrence R. Wall

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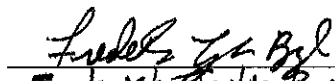
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

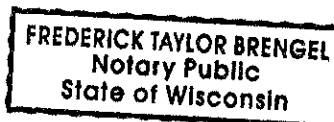
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this 5th day of June, 2013.

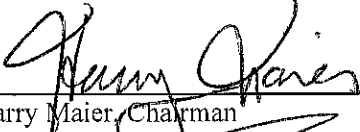

Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires N/A



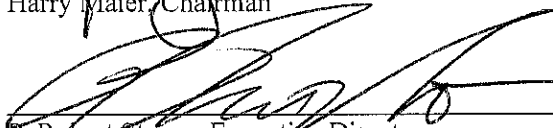
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Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



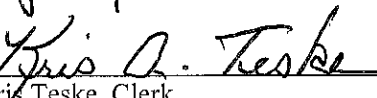
P. Robert Strong, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor

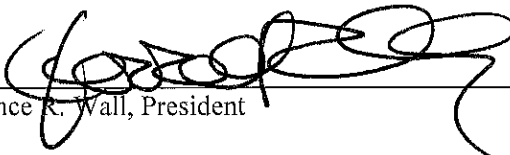


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

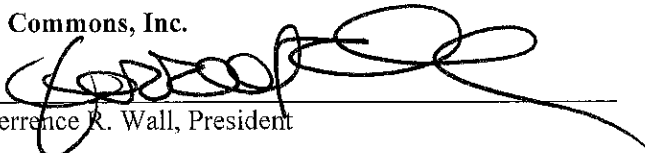
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

**EXHIBIT B
CONCEPT PLAN**

**Preliminary Drawing
Subject to Change**



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

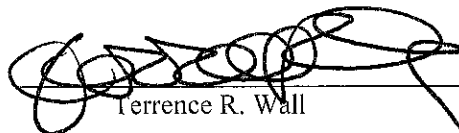
Terrence R. Wall

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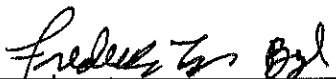
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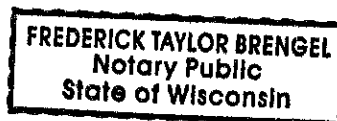
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Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before
me this 5th day of June, 2013.


Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires N/A



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
AND TIF DISBURSEMENT AGREEMENT
CityDeck Residences**

This Agreement is made and entered into this 5th day of November, 2013, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), **CityDeck Residences, LLC, f.k.a. CityDeck Commons Residences** (hereinafter "DEVELOPER"), and **CityDeck Commons, Inc.** (hereinafter "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may sometimes be referred to individually as "Party" and collectively "Parties."

WHEREAS, the RDA owns property (hereinafter the "Property") (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the CITY and RDA desire to have DEVELOPER and TIF RECIPIENT construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

WHEREAS, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

WHEREAS, the Parties have entered into a Development Agreement dated July 10, 2013 (the "Development Agreement"), and a TIF Disbursement Agreement dated July 30, 2013, (the "TIF Disbursement Agreement"), both relating to the Property; and

WHEREAS, subsequent to these Agreements, DEVELOPER and TIF Recipient requested additional TIF contribution to assist in completion of the Project, which was approved the Redevelopment Authority and Green Bay Common Council.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Amendments. The Development Agreement and TIF Disbursement Agreement are hereby amended as follows:
 - a. Sections V.B. and V.C. of the Development Agreement shall be amended by deleting "\$2,340,000.00" and inserting "\$2,440,000.00".
 - b. Sections V.C., V.D., V.E. of the Development Agreement shall be amended by deleting "16 years" and inserting "up to nineteen (19) years."
 - c. Section 2 of the TIF Disbursement Agreement shall be amended by deleting "sixteen (16) years" and inserting "up to nineteen (19) years."
 - d. Section 3 of the TIF Disbursement Agreement shall be amended by deleting "\$2.34 million" and inserting "\$2.44 million."

- e. Section 4 of the TIF Disbursement Agreement shall be amended by "\$234.00" and inserting "\$244.00."
2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement and TIF Disbursement Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed as set forth above.

CITYDECK COMMONS, INC.

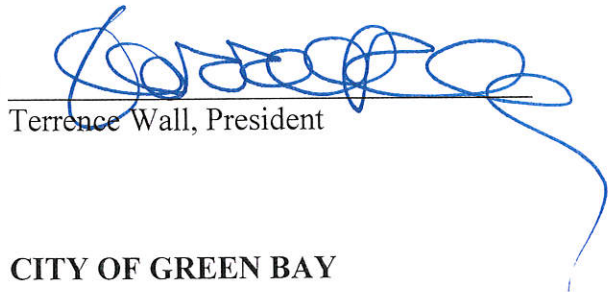
CITYDECK RESIDENCES, LLC

By: T. Wall Enterprises Manager, LLC,
its Manager

By:


Terrence Wall, President

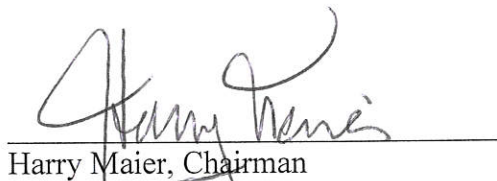
By:


Terrence Wall, President

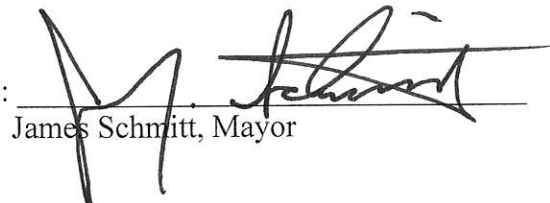
REDEVELOPMENT AUTHORITY

CITY OF GREEN BAY

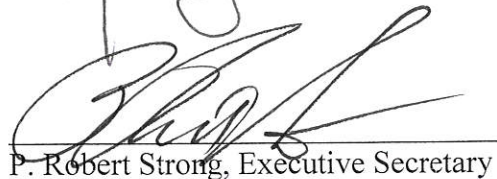
By:


Harry Maier, Chairman

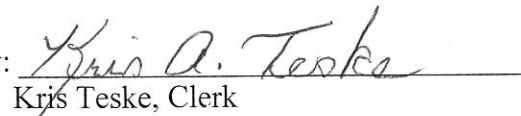
By:


James Schmitt, Mayor

By:


P. Robert Strong, Executive Secretary

By:


Kris Teske, Clerk



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

MEETING DATE

June 11, 2024

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action to approve a one-year development agreement to Investment Creations, LLC for the rehabilitation of the site located at 158 N Maple Avenue.

BACKGROUND

The site located at 158 N Maple Avenue was acquired in 2018 using Neighborhood Enhancement Funds. The parcel is zoned OR-Office Residential. After recent proposals were ended due to construction costs, this site was prepared for demolition. Asbestos abatement has been contracted to begin June 12, 2024; we will honor this contract.

Staff have received a proposal from Investment Creations, LLC to rehabilitate the property for the use of a single-family dwelling with an attached garage. The developer's plans are to create a 4-5 bedroom, 3.5 bath home with an attached garage. The developer intends to use the plans RDA has obtained and were provided to them. The developer is requesting this site to be purchased for the amount of \$1.

The developer does have an immediate timeline:

- Closing/transfer of property 6/30/24.
- Exterior renovations (siding, roofing, doors, porch and chimney) will begin within 30–45 days after closing.
- Interior renovations (kitchen, living room, master suite, bathrooms with addition of a single stall garage) will begin within 30–60 days after closing.
- The whole project completion is estimated to be within six months.

The total construction cost is estimated at \$300,000; no additional funding has been requested.

Investment Creations, LLC has 20+ years experience rehabilitating historic buildings in the Fox Valley. The developer currently has a planning option on 227 E Walnut, 101 & 109 N Adams Street buildings.

Staff feels this type of developer can add life to the vision and vitality of the neighborhood by restoring this building.

RECOMMENDATION

To approve a one-year development agreement to Investment Creations, LLC for the rehabilitation of the site located at 158 N Maple and the sale of the property to be in the amount of \$1.

FISCAL IMPACT

ATTACHMENTS

1. GIS
2. Proposal Letter



Part of Brown County WI

Map printed on 6/5/2024

1:240

1 inch = 20 feet*

1 inch = 0.00379 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

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

158 North Maple Avenue, Green Bay

June 04, 2024

Mayor Genrich and City of Green Bay Redevelopment Authority,

Thank you for the opportunity to walk through the house at 158 North Maple Avenue on such short notice. I really appreciate your flexibility and willingness to work with me on this project.

I am very interested in purchasing this home from the City of Green Bay to bring new life back to the neighborhood. As you know, I am not new to renovating old buildings. I've been renovating historic buildings for almost 20 years and have done multiple projects across the Fox Valley and the surrounding areas. Below you will find my proposal with cost estimates along with a brief introduction that I hope will give you an idea of my intentions for the property and why I think I am the right person for this project.

158 North Maple Avenue Project

I propose to purchase the house for \$1 from the City of Green Bay. I am prepared to move quickly with this property, both in terms of closing and the rehabilitation process. I would like to close within 30 days or at the City's soonest convenience.

My offer comes with no contingencies, and I plan to start exterior renovations within 30 days of closing (completed in approximately 60 days). Interior renovations will begin around the same time: approximately 30-45 days from closing (completed around year-end).

My plans are to convert the house into a single-family, 4-5 bedroom/3.5 bathroom residence. The ground floor will comprise of the kitchen, living/dining spaces, and a half bath. The second floor will have 3-4 bedrooms and a large bathroom, and the entire third floor would become the master suite with an on-suite full bathroom. As I have in my previous work, I would retain as much of the original character of the home as possible.

The house is confined to a small lot, so my design includes a one-car garage with additional parking space along the side to limit structural footprint and allow for a small side yard.

The exterior of the building will be updated in a manner that embraces the house's historical charm. My plan is to begin work on the exterior of the house as quickly as possible to demonstrate to the community that change/improvements are coming.

Based on a recent multi-to-single-family rehabilitation project, cost estimates are as follows:

Electrical - \$20-30k

Plumbing - \$20-30k

Walls - \$35-45k
Floors - \$10-\$20k
Bathrooms - \$30-40k
Kitchen - \$25-35k
Exterior - \$30-40k
Garage - \$25k
Misc. - \$25k

Total - \$230-290k

Allowing an additional 20% contingency for hard costs, the project will likely cost between \$276-348k to complete.

I appreciate you considering my offer. I feel that this old home has many more years of life to give and would really appreciate the opportunity to bring new life to it. As someone who has renovated and lived in multiple historic homes and buildings, I think I am uniquely qualified to restore this project. I have experience not only renovating old historic buildings but also maintaining them and continuously improving them.

I understand old buildings and renovate them in hopes that they are still functional for decades to come. I think these old structures have a lot more to give and it is our responsibility to recycle and reuse these old buildings instead of filling up landfills.

If you have any questions, please do not hesitate to reach out to me. I can be reached via phone/text 414-793-7887 and/or anytime via email at umersheikh@investmentcreations.com.

I look forward to hearing from you.

Regards,
Umer Sheikh

Sample Projects

115 N Park Ave, Neenah

The house was built in 1912 and I became its 5th owner in 2011. The house needed a complete overhaul as it had not been touched in 50+ years. We renovated every square inch of the house and brought it back to being a beautiful single family residence that it is now.

409 E Wisconsin Ave, Neenah

This house is adjacent to the home I live in. We found out the house was on fire when the fire department woke us up at 2am to vacate our home while they put out the fire (no one was hurt). We brought the house back to life and restored/rebuilt all the historic character that was damaged by the fire.

Marketplace – 124 W Wisconsin Ave

The building was in receivership and had only 4 tenants remaining – it now has 20+ tenants and it is a thriving community in the heart of Downtown Neenah. The tenants include Lawless Coffee, Broken Tree Pizza, Radiance Spa, Studio 142, Frozen Tree Ice Cream, My Soul Loves, Salt Box Lighting, Bellwether Design, Neenah News, Investment Planners, and many others.

Equitable Reserve – 116 S Commercial St, Neenah

The Equitable Reserve Association had been bought out and the building had been vacated. There was talk of demolishing it or turning it into 30+ unit apartment building as it was deemed too expensive to restore. It took us almost 2½ years to restore it and now it is home to multiple businesses including Lions Tail Brewing (Neenah's first brewery), Fabric Hair Salon, Buoy Float Spa and The Ballroom which has become a premier wedding/event space.

Shattuck Middle School – 600 Elm St, Neenah

As part of building a new high school, the Neenah Joint School District closed down the Shattuck Middle School and relocated the middle school to the old high school. The Shattuck school building was put up for sale and the leading bid was to tear it down and build single family housing. I felt that there was a lot more left in that old school building and so I put forth a bid to purchase and renovate the building. The current plan is to create a community space in the bulk of the school building along with apartments (30-40). There will also be around 30 single family homes on the school grounds. I feel this will provide a right balance of adding to the tax base, creating new housing and having space that continues to give back to the community in the original spirit of Shattuck middle school.

Other Residential Renovation Projects

117 Elm St, Neenah – The house was setup as a boarding house. It had six apartments and only two bathrooms. I purchased and converted the home into a 3 bedroom single family home.

309 E Wisconsin Ave, Neenah – Another old home that had not been updated. The owner had multiple projects started but none that were finished.

403 Pine St, Neenah – Another home that had been in disrepair. The house sold even before we completed the renovation.



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

MEETING DATE

June 11, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve Termination of Development Agreement with 200 N. Monroe Propco LLC.

BACKGROUND

The Redevelopment Authority entered into a development agreement with 200 N. Monroe Propco LLC for the development of the site located at 200 N. Monroe in 2021. This development agreement was then amended in 2022. Unfortunately, the developer notified the RDA staff that this project would not be moving forward.

Staff is recommending a termination of the development agreement be executed so the site will be available unencumbered for future development.

RECOMMENDATION

To approve Termination of Development Agreement with 200 N. Monroe Propco LLC.

FISCAL IMPACT

ATTACHMENTS

- I. Termination Agreement 200 N Monroe

**TERMINATION AGREEMENT
200 N. MONROE AVE.
DEVELOPMENT AGREEMENT [20-01]**

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 Monroe PropCo 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 June 29, 2021 ("DEVELOPMENT AGREEMENT"), concerning a potential 5 story mixed use structure located on 200 N.. Monroe Ave; and

WHEREAS, the Developer has not completed the project (as defined in the Agreement) and has notified the Redevelopment Authority that the development 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
200 N. MONROE AVE.
DEVELOPMENT AGREEMENT [20-01]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this ____ day of June, 2024.

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary Delveaux, Chair

By: _____
Cheryl Renier-Wigg, Executive Director

[DEVELOPER]

By: _____
Michael Klein, Managing Member

By: _____
[Name of Member], Member



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a one-year development agreement with NeighborWorks Green Bay for the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a 7-unit multi-family development.

BACKGROUND

This site was purchased with the intent of developing mixed-use residential or commercial. The parcels are zoned C1-General Commercial with a land value of \$48,300.

In December 2022, NeighborWorks Green Bay (NWGB) was awarded a planning option to develop a 10-unit multi-family development. Due to rising construction costs, this development transitioned to a 7-unit (3 market-rate, 4 affordable) with a town home design. Each unit will have 3 bedrooms, 2.5 bathrooms and a 2-car garage. After exploring their bidding and design process, NWGB is requesting to enter into a one-year development agreement. NWGB are offering \$48,300 for acquisition of the parcels, have submitted an application for HOME/CHDO funds, and are willing to manage the removal and disposal of the existing garage structure onsite at a direct cost to the RDA. In addition, NWGB are requesting the parcel directly to the east of the development site, to be used exclusively as the staging area for the duration of construction.

RECOMMENDATION

To approve a one-year development agreement with NeighborWorks Green Bay (NWGB) for the development of a 7-unit town home design, with each unit consisting of 3 bedrooms, 2.5 baths, and a 2-car garage, with the parcels to be purchased for \$48,300, and NWGB to manage the removal and disposal of the existing garage at the expense of the RDA.

FISCAL IMPACT

ATTACHMENTS

1. Proposal Letter and Design
2. GIS

June 3, 2024

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

Re: Development Agreement Request at Parcels 2-176, 2-177, 2-178, 2-178-A for a 7-unit Townhome Development at the northeast corner of S. Chestnut Avenue and 4th Street.

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 parcels listed above at the northeast corner of S. Chestnut Avenue and 4th Street.

During the planning option phase of this project, NWGB generated an architectural scope document set for seven, 2-story, single-family townhomes consisting of 3 bedrooms, 2.5 bathrooms and a 2-car garage each that was reviewed by several local contractors.

Based on the outcome of our design and bidding process, NWGB has prepared a development agreement request as outlined below. *Note – This development agreement request is contingent upon internal governance approval as well as City of Green Bay requirements.*

To encourage economic diversity, we propose to restrict sale of four of the seven townhomes to income-qualified households and the remaining three townhomes to be sold without income restrictions. Based on that plan our funding request is as follows -

- **CHDO** (Community Housing Development Organization) – \$58,000 subsidy attributed to (4) units as described above = \$232,000 total subsidy. HOME/CHDO Application packet to be submitted separately.
- **Land Purchase** – NWGB offer to purchase the parcels at the listing price of \$48,300.

In addition to the subsidy described above, a portion of the total development cost will be privately funded.

As part of our construction planning, NWGB is willing to manage the removal and disposal of an existing garage structure onsite as a direct cost to the City or as an additional cost element of the project grant. In addition, we request that the parcel (2-175) directly to the east of this development be designated as a staging area for this project for the duration of construction. Based on all of the items listed above, we anticipate site mobilization and construction activities immediately with construction complete by September 30, 2025.

Thank you for your continued partnership on this development opportunity and we look forward to bringing this project to fruition. If you have any other comments or questions on this topic, please reach out to our team and we will reply as soon as possible.

Sincerely,



David W. Erickson, RA

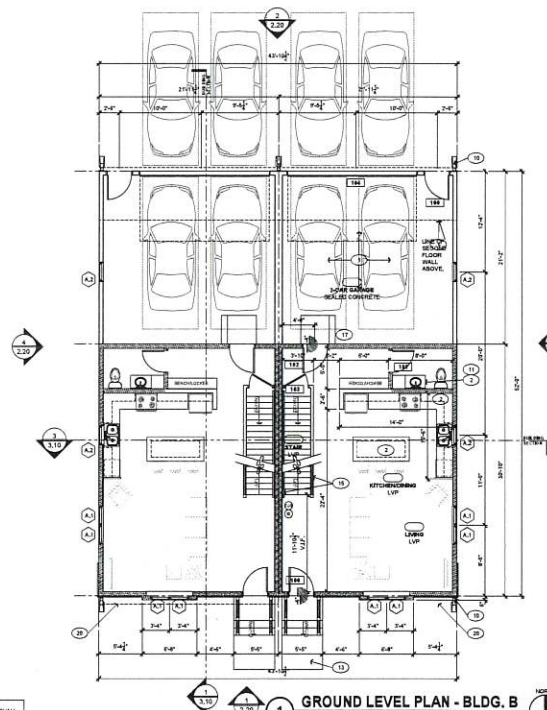
Director of Real Estate Development

NeighborWorks Green Bay

Email david@nwgreenbay.org

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

SQUARE FOOTAGE CALCULATIONS	
MAIN LEVEL A/C	498.5 SQ. FT.
UPPER LEVEL A/C	1,051.1 SQ. FT.
TOTAL A/C	1,549.6 SQ. FT.
LOWER LEVEL NON A/C	476.5 SQ. FT.
PORCHES NON A/C	146.5 SQ. FT.
GARAGE NON A/C	444.5 SQ. FT.
TOTAL NON A/C	1,067.5 SQ. FT.
GRAND TOTAL	2,617.1 SQ. FT.
PER LOT	
*UNFINISHED BASEMENT	



GROUND LEVEL PLAN - BLDG. B

GENERAL NOTES

- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR OBTAINING, MAINTAINING & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THIS PROJECT.
- ALL ELECTRICAL AND PLUMBING ARE TO BE DESIGNED & CONFORMING TO ALL LOCAL, STATE & NATIONAL CODES & TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. DESIGNER ASSUMES NO LIABILITY.
- ALL HEATING EQUIPMENT TO BE SEaled COMBUSTION TYPE EXHAUST SYSTEM.
- ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION.
- ALL MECHANICAL, RETAIN & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATION.
- ALL CONTRACTOR(S) SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. DISPOSAL ARE TO BE FOLLOWED & ACQUIRED ACCORDINGLY.
- ALL DIMENSIONS ARE FROM FINISHED SURFACES, UNLESS NOTED OTHERWISE.
- COORDINATE ALL DOOR STYLES AND DOORFRAME HANGERS/LEAFS WITH OWNER.
- INTERIOR DOORS TO BE LOCATED AT MINIMUM 4" CLEARANCE TO ALLOW FOR TRAIL LUGS.
- WALLS ARE TO BE FINISHED WITH 5/8" GYPSUM BOARD OR EQUIVALENT.
- INSTALL PLUMBING WALLS, TYPE.
- ALL OPENINGS IN EXTERIOR OR INTERIOR WALLS, FLOORS OR CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEM PER IRC.
- COORDINATE ALL PLUMBING CONTRACTOR FOR ALL UNDERSLAB PIPING PRIOR TO POURING SLAB.
- COORDINATE ALL FLOOR FINISHING WITH PLUMBING CONTRACTOR TO ENSURE DRAINAGE DOES NOT INTERFERE WITH FINISHING.
- INSTALL SMOKE AND CO CARBON MONOXIDE DETECTORS AT EACH LEVEL AND TO OPENING ABOVE FOR INTERNAL BUILDING CODE. SMOKE AND CO DETECTORS SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP.

EXTERIOR WINDOW NOTES

- WINDOW SHALL BE OPERABLE.
- WINDOW SHALL NOT BE HIGHER THAN 6' 6"
- WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
- THE MINIMUM OPENING OF THE WINDOW SHALL BE 1.7 S.F. AT THE GROUND FLOOR.

INTERIOR WINDOW NOTES

- ONE EACH OF THE WINDOW MUST BE EQUIPPED WITH EMERGENCY EGRESS HARDWARE TO COMPLY WITH GOVERNING CODE AND BUILDING CODES.

WINDOW TYPES

DOUBLE HUNG
VINYL CLAD EXTERIOR - VINYL CLAD INTERIOR
PREFINISHED

DOOR TYPES

A. EXTERIOR DOOR
VINYL CLAD
PREFINISHED

B. INTERIOR DOOR(S)
SOLID CORE WOOD
PAINT GRADE

D. OVERHEAD DOOR
PREFINISHED

1. "DEEP" CONCRETE FILL PROVIDES AS MUCH AS 4" MIN. HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
2. BUILD IN MILLWORK.
3. OPEN VENT TO OUTSIDE.
4. HEATING/COOLING UNIT ON FIBER FRAM CONSTRUCTION.
5. WASHING DRYER CONNECTION.
6. ACROUSTIC TUBES/CHIMES.
7. BALCONY W/ GUARDRAIL @ 42" AFF.
8. 1/2" DIA. ACCESS PANEL ABOVE.
9. 6" DOWNPOUT IN SPLASHBLOCK AT FINISH GRADE.
10. MINOR.
11. CONCRETE FILL.
12. CONCRETE REPAIR/TO PROPERTY LINE.
13. LINE OF CONTINUOUS 10" W/ 4" DIA. POSTING.
14. 1/2" DIA. HANDRAIL MAX. 30" AFF.
15. LINE OF ROOF SLOPE, RE. ELEV. SIGN.
16. WOOD STAIR AND RAIL.
17. LINE OF BALCONY ABOVE.
18. W/ 4" DIA. HANDRAIL, TYPE 300.
19. LINE OF SECOND FLOOR WALL ABOVE, RE. ELEVATIONS.

KEY NOTES

REFERENCES BY THIS SYMBOL, NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

PER LOT

DOOR SCHEDULE	
DOOR	DOOR TYPE
100.1 10'-0" x 8'-0"	A
101.1 10'-0" x 8'-0"	B
102.1 10'-0" x 8'-0"	B
103.1 10'-0" x 8'-0"	B
104.1 10'-0" x 8'-0"	A
105.1 10'-0" x 8'-0"	B
106.1 10'-0" x 8'-0"	B
107.1 10'-0" x 8'-0"	B
108.1 10'-0" x 8'-0"	B
109.1 10'-0" x 8'-0"	B
110.1 10'-0" x 8'-0"	B
111.1 10'-0" x 8'-0"	B
112.1 10'-0" x 8'-0"	B
113.1 10'-0" x 8'-0"	B
114.1 10'-0" x 8'-0"	B
115.1 10'-0" x 8'-0"	B
116.1 10'-0" x 8'-0"	B
117.1 10'-0" x 8'-0"	B
118.1 10'-0" x 8'-0"	B
119.1 10'-0" x 8'-0"	B
120.1 10'-0" x 8'-0"	B

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177, 2-178, 2-179-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024
ISSUED FOR: REVIEW
REVISION LOG

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

GROUND LEVEL PLAN
BUILDING B
SHEET NAME

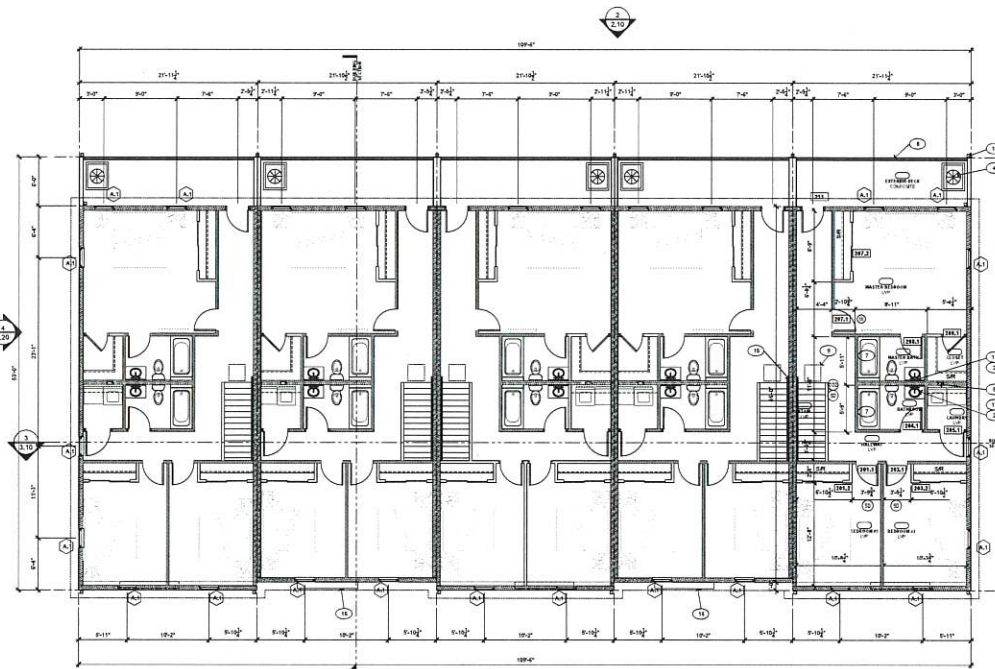
PROJECT NUMBER:
DRAWN BY: DE
CHECKED BY: TD

SCALE: AS NOTED

1.10b

SHEET NUMBER

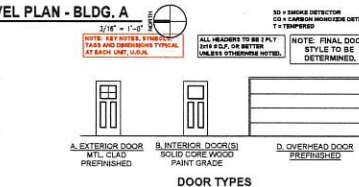
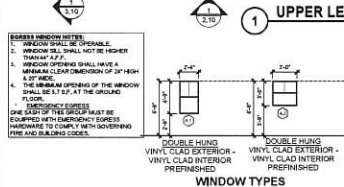
SQUARE FOOTAGE CALCULATIONS	
MAIN LEVEL A/C	596.0 SQ. FT.
UPPER LEVEL A/C	1,583.1 SQ. FT.
TOTAL A/C	2,179.1 SQ. FT.
LOWER LEVEL NON-A/C	676.0 SQ. FT.
PORCHES NON-A/C	146.0 SQ. FT.
GARAGE NON-A/C	486.0 SQ. FT.
TOTAL NON-A/C	1,308.0 SQ. FT.
GRAND TOTAL A/C + NON-A/C	3,487.1 SQ. FT.
PER UNIT	
UNFINISHED BASEMENT	



1. 4" DEEP CONCRETE PAD, PROVIDE 6" X 10" AREA FROM RECESSED TO TOP OF SLAB OVER 2" COMPACTED GRAVEL.
2. 1/2" DIA. MIRROR.
3. OPEN VENT TO OUTSIDE.
4. 1/2" DIA. HANDRAIL, 1/2" DIA. HAND BY HAND CONTRACTOR.
5. MIRROR (SEE DETAIL CONNECTION).
6. LINE OF SECOND FLOOR WALL ABOVE.
7. ACROSTIC TUBER/SHOWER.
8. BALCONY BY SUPPLEMENTAL 4" DIA. TYP.
9. 1/2" DIA. ACCESS PANEL, ABOVE.
10. 1" DOWNSPUT W/ SPLASH BLOCK AT FINISH GRADE.
11. MIRROR.
12. CONCRETE PAD.
13. CONCRETE REINFORCING TO PROPERTY LINE.
14. LINE OF CONTIGUOUS 1/2" X 1/2" POSTING.
15. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
16. LINE OF FLOOR RELOC. RE. ELEVATIONS.
17. WOOD STAIR AND RAIL.
18. LINE OF BALCONY ABOVE.
19. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
20. LINE OF SECOND FLOOR WALL ABOVE, RE. ELEVATIONS.

KEY NOTES
 (1) REFERENCED BY THIS SYMBOL, NOTE, NOT ALL NOTES APPLY TO THIS SHEET.
 * PER UNIT

- GENERAL NOTES**
1. CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE CONTRACT.
 2. HVAC, ELECTRICAL AND PLUMBING ARE TO BE DESIGNED, CONFORMING TO ALL LOCAL, STATE & NATIONAL CODES, & TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. DESIGNER ASSUMES NO LIABILITY.
 3. ALL MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION.
 4. ALL INTERIORS, LATHES & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS.
 5. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. SWASTE ARE TO BE FIELD TRIMMED & COLLECTED ACCORDINGLY.
 6. ALL DIMENSIONS ARE FROM FINISHED SURFACES, UNLESS NOTED.
 7. COORDINATE ALL DOOR STYLES AND DOOR/WINDOW HEAD/JAMB/DETAILS WITH OWNER.
 8. INTERIOR DOORS TO BE LOCATED AT MIN. 4" OF CORNER TO ALLOW FOR TRAIL LEGS.
 9. 1/2" DIA. MIRROR (SEE DETAIL CONNECTION).
 10. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 11. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 12. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 13. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 14. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 15. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 16. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 17. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 18. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 19. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.
 20. 1/2" DIA. HANDRAIL, 1/2" DIA. TYP.



DOOR #	DOOR SIZE	DOOR TYPE
101.1	10'-0" x 8'-0"	A
101.2	10'-0" x 8'-0"	B
101.3	10'-0" x 8'-0"	C
101.4	10'-0" x 8'-0"	D
101.5	10'-0" x 8'-0"	E
101.6	10'-0" x 8'-0"	F
101.7	10'-0" x 8'-0"	G
101.8	10'-0" x 8'-0"	H
101.9	10'-0" x 8'-0"	I
101.10	10'-0" x 8'-0"	J
101.11	10'-0" x 8'-0"	K
101.12	10'-0" x 8'-0"	L
101.13	10'-0" x 8'-0"	M
101.14	10'-0" x 8'-0"	N
101.15	10'-0" x 8'-0"	O
101.16	10'-0" x 8'-0"	P
101.17	10'-0" x 8'-0"	Q
101.18	10'-0" x 8'-0"	R
101.19	10'-0" x 8'-0"	S
101.20	10'-0" x 8'-0"	T

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
 Green Bay, WI 54301
 Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION
 ISSUE DATE: 5/5/2024
 ISSUED FOR: REVIEW
 REVISION LOG

△ NEIGHBORWORKS GREEN BAY
 △
 △

4th Street Multi-Family GREEN BAY, WI
 PROJECT NAME
UPPER LEVEL PLAN BUILDING A
 SHEET NAME
 PROJECT NUMBER: -
 DRAWN BY: DE CHECKED BY: TD
 SCALE: AS NOTED
1.20a
 SHEET NUMBER

SQUARE FOOTAGE CALCULATIONS	
RAW LEVEL AC	390.0 SQ. FT.
UPPER LEVEL AC	1,363.7 SQ. FT.
TOTAL AC	1,753.7 SQ. FT.
LOWER LEVEL NON AC	676.8 SQ. FT.
PORCHES NON AC	144.8 SQ. FT.
DATA DE NON AC	484.8 SQ. FT.
TOTAL NON AC	1,286.4 SQ. FT.
GRAND TOTAL AC + NON AC	3,040.1 SQ. FT.
PER UNIT	
* UNFINISHED BASMENT	



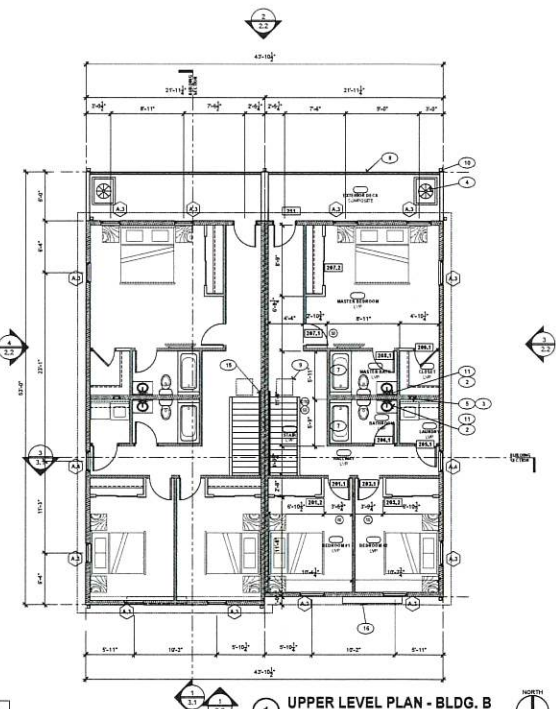
4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
 Green Bay, WI 54301
 Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION
 ISSUE DATE: 5/5/2024
 ISSUED FOR: REVIEW
 REVISION LOG

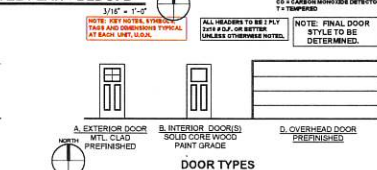
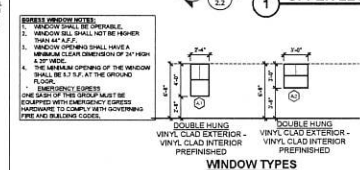
4th Street Multi-Family
 GREEN BAY, WI

UPPER LEVEL PLAN
 BUILDING B

PROJECT NUMBER: -
 DRAWN BY: DE CHECKED BY: TD
 SCALE: AS NOTED
1.20b
 SHEET NUMBER



- GENERAL NOTES**
- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE CONTRACT.
 - ALL ELECTRICAL AND PLUMBING ARE TO BE DESIGNED, COMPLYING WITH ALL LOCAL, STATE & NATIONAL CODES & TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. DESIGNER ASSUMES NO LIABILITY.
 - ALL HEATING EQUIPMENT TO BE SIZED CONSULTATION WITH CURRENT EDITION.
 - ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURERS STANDARDS. BUILDING OWNER OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION.
 - ALL MATERIALS & DETAILS & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS STANDARDS AND SPECIFICATIONS.
 - ALL CONTRACTORS SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND PLUMBING. DIMENSIONS ARE TO BE FOLLOWED & ADJUSTED ACCORDINGLY.
 - ALL DIMENSIONS ARE FROM FINISHED FLOOR TO FINISHED FLOOR.
 - ALL HEADERS TO BE 2x4 LVL OR BETTER UNLESS OTHERWISE NOTED.
 - COORDINATE ALL DOOR STYLES AND OVERHEAD DOOR REQUIREMENTS DETAILS WITH OWNER.
 - INTERIOR DOORS TO BE LOCATED WITHIN 4" OF CORNER TO ALLOW FOR TRIM. U.O.A.
 - DOOR FRAME RESISTANT TO FIRE, OR ALL NET WALLS U.O.A.
 - INSTALL PLUMBING WALLS & TYP.
 - ALL GUTTERS INSTALLED IN 48" BETWEEN FIRE RESISTANT RATED WALLS, FLOORS OR CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY APPROVED FIRE RESISTANT RATED GUTTER PROTECTION.
 - COORDINATE WITH PLUMBING CONTRACTOR FOR ALL UNDERSLAB PIPING PRIOR TO POURING SLAB.
 - COORDINATE ALL FLOOR FRAMING WITH PLUMBING PIPING TO ENSURE DRAINS DO NOT INTERFERE WITH FRAMING.
 - INSTALL SMOKE AND CO CARBON MONOXIDE DETECTORS AT EACH LEVEL AND SLEEPING AREA FOR INTERIOR BUILDING CODE. SMOKE AND CO DETECTORS SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP.



- KEY NOTES**
- 4" DEEP CONCRETE PAD, PROVIDE ONE IN EVERY 4' MAX HED TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
 - BUILD UP HOLLOW.
 - ORDER UNIT TO OUTSIDE.
 - HEAT TRAC/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
 - WASHER / DRYER CONNECTION.
 - LINE OF SECOND FLOOR HALL ABOVE.
 - ADJUST TUB/SHOWER.
 - SHOWER RE-ROUTING, 8" OFF TOP.
 - 3/4" X 3" AT THE ACCESS PANEL ABOVE.
 - IF DOWNSTAIR IN PLUMBING BLOCK AT FINISH GRADE.
 - MIRROR.
 - CONCRETE PAD.
 - CONCRETE SIDEWALK TO PROPERTY LINE.
 - LINE OF CONTINUOUS 1/2" DIA. P.F.D. POSTING.
 - 1/2" DIA. HORIZONTAL, WALL 12" OFF.
 - LINE OF ROOF BELONGING TO ELEVATIONS.
 - WOOD STAIR AND RAIL.
 - LINE OF BALCONY ABOVE.
 - WATER HEATER, TYPE TWO.
 - LINE OF SECOND FLOOR HALL ABOVE, RE ELEVATIONS.

DOOR SCHEDULE

DOOR	DOOR SIZE	DOOR TYPE
1001	3'-0" x 6'-8"	A
1002	3'-0" x 6'-8"	B
1003	3'-0" x 6'-8"	B
1004	3'-0" x 6'-8"	B
1005	3'-0" x 6'-8"	B
1006	3'-0" x 6'-8"	B
1007	3'-0" x 6'-8"	B
1008	3'-0" x 6'-8"	B
1009	3'-0" x 6'-8"	B
1010	3'-0" x 6'-8"	B
1011	3'-0" x 6'-8"	B
1012	3'-0" x 6'-8"	B
1013	3'-0" x 6'-8"	B
1014	3'-0" x 6'-8"	B
1015	3'-0" x 6'-8"	B
1016	3'-0" x 6'-8"	B
1017	3'-0" x 6'-8"	B
1018	3'-0" x 6'-8"	B
1019	3'-0" x 6'-8"	B
1020	3'-0" x 6'-8"	B
1021	3'-0" x 6'-8"	B
1022	3'-0" x 6'-8"	B
1023	3'-0" x 6'-8"	B
1024	3'-0" x 6'-8"	B
1025	3'-0" x 6'-8"	B
1026	3'-0" x 6'-8"	B
1027	3'-0" x 6'-8"	B
1028	3'-0" x 6'-8"	B
1029	3'-0" x 6'-8"	B
1030	3'-0" x 6'-8"	B

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024
ISSUED FOR REVIEW
REVISION LOG

CHENGEWORKS GREEN BAY

△
△
△

4th Street Multi-Family
GREEN BAY, WI

EXTERIOR ELEVATIONS

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

2.20

SHEET NUMBER





(920) 448-6480
www.browncounty.wi.gov



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

MEETING DATE

June 11, 2024

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action on a Community Housing Development Organization (CHDO) funding request from NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.

BACKGROUND

NeighborWorks Green Bay has submitted a CHDO funding application requesting gap funding in the amount of \$232,000.00 to construct four (4) affordable townhomes on the northeast corner of 4th Street and Chestnut. The total development will consist of seven (7) townhomes (4 affordable and 3 market rate) that are 2-story, 3 bedrooms, 2.5 baths with a 2-car garage.

The project is in a neighborhood that consists predominantly of single-family homes with some multifamily properties and the housing stock is primarily 50 plus years old. The new construction and increase in residential housing will provide density in the region near the new Shipyard Development on the west side of the Fox River. It also has the opportunity to increase the overall value of homes in the vicinity and provide housing options in the area.

The project has been underwritten with the following development costs and sources of permanent funding:

Total Development Costs	\$2,236,975.18
Permanent Financing	\$1,829,975.18
Private Funding	\$175,000.00
Gap	\$232,000.00

The four (4) affordable townhomes will be sold to low-moderate households at an anticipated price of \$259,999.00.

Staff recommends an award of \$232,000.00 to subsidize the gap.

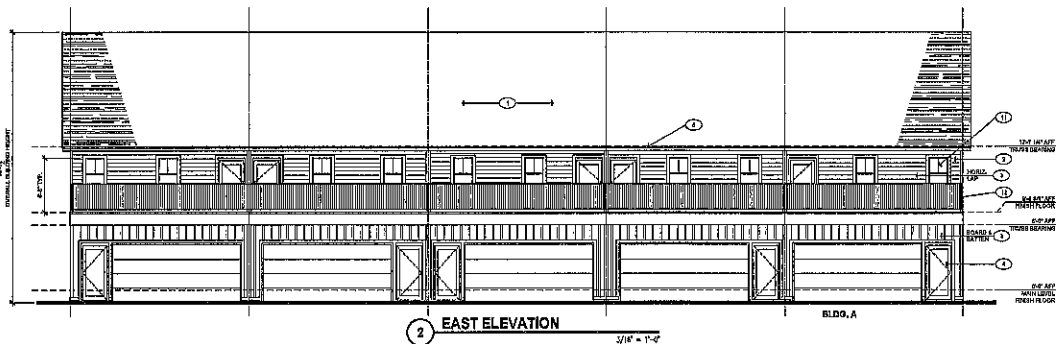
RECOMMENDATION

To approve CHDO funding request of \$232,000.00 from NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.

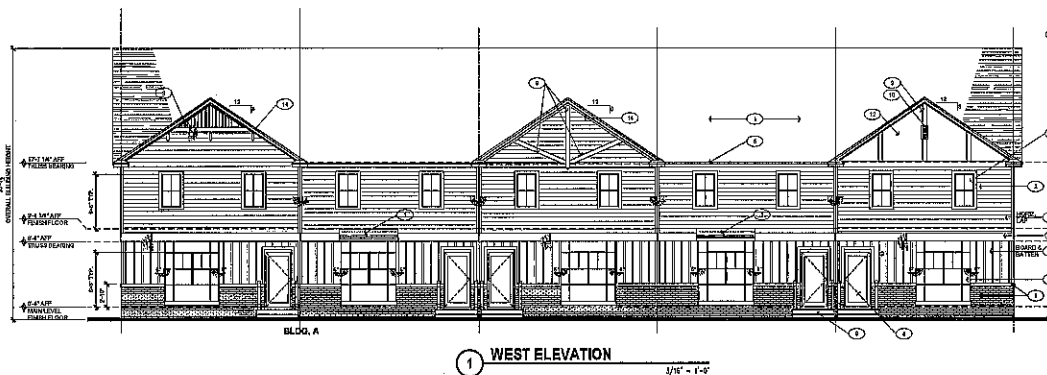
FISCAL IMPACT

ATTACHMENTS

I. Project Design



- KEY NOTES**
1. EXTERIOR FINISHES OVER EXISTING MASONRY.
 2. 4" TYP. AT CORNERS AND BAYS.
 3. EXTERIOR CORNER FINISHES OVER EXISTING MASONRY.
 4. WITH CLADDING.
 5. NEW BRICK AND MASONRY WORK.
 6. EXISTING BRICK AND MASONRY WORK.
 7. GUTTER AND DOWNSPOUT.
 8. EXTERIOR PAINT AND FINISHES.
 9. 6" TYP. FINISH.
 10. 6" TYP. FINISH.
 11. 6" TYP. FINISH.
 12. EXTERIOR PAINT AND FINISHES.
 13. 6" TYP. FINISH.
 14. 6" TYP. FINISH.



**4th Street Multi-Family
DEVELOPMENT**
v.211.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION
ISSUE DATE: 5/5/2024
ISSUED FOR: REVIEW
REVISION LOG

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	5/5/2024

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

EXTERIOR ELEVATIONS

2.10



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.7

Consideration with possible action to approve and recommend to the Common Council the City of Green Bay's 2024 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

BACKGROUND

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

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

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

The Annual Action Plan budget is attached and identifies how the CDBG and HOME entitlement allocations will be spent on activities that support the Five-Year (2020-2024) Consolidated Plan goals. Below is a comparison of the 2024 and 2023 allocations:

	CDBG	HOME
2024	\$914,351.00	\$468,554.00
2023	\$913,768.00	\$576,345.00

As in past practices, the RDA recommends approval by City Council with the directive that the RDA will administer the funding.

RECOMMENDATION

To approve and recommend to the Common Council the City of Green Bay's 2024 Annual Action Plan for Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME) entitlement programs.

FISCAL IMPACT

ATTACHMENTS

1. CDBG 2024 Annual Action Budget
2. HOME 2024 Annual Action Budget

2024 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Public Service Programs			
Fair Housing Services	\$30,000.00	\$0.00	\$30,000.00
Community Gardens	\$25,000.00	\$0.00	\$25,000.00
Community Pubic Service Activities	\$163,700.00	\$0.00	\$163,700.00
Subtotal for Public Service (Max \$218,700)	\$218,700.00	\$0.00	\$218,700.00
Home Improvement Loan Program (includes emergency rehabilitation)	\$50,101.00	\$0.00	\$50,101.00
Infrastructure and Park Improvements in CDBG Eligible Areas	\$162,800.00	\$0.00	\$162,800.00
Beautification/Art Projects in CDBG Eligible Areas	\$50,000.00	\$0.00	\$50,000.00
Economic Development Façade	\$50,000.00	\$40,000.00	\$90,000.00
Economic Development Revolving Loan	\$200,000.00	\$270,000.00	\$470,000.00
* CDBG Administration	\$182,750.00	\$10,000.00	\$192,750.00
TOTALS	\$914,351.00	\$320,000.00	\$1,234,351.00

2024 CDBG Allocation - \$914,351.00

2024 Estimated Program Income \$320,000 (\$270,000.00 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI (\$544,234.00)

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

2024 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Housing Development Advancement Projects	\$301,420.00	\$225,000.00	\$526,420.00
Downpayment Closing Cost Assistance	\$50,000.00	\$0.00	\$50,000.00
Community Housing Development Organizations (CHDO) Set Aside	\$70,284.00	\$0.00	\$70,284.00
*HOME Administration	\$46,850.00	\$25,000.00	\$71,850.00
TOTALS	\$468,554.00	\$250,000.00	\$718,554.00

2024 HOME Allocation \$468,554

2024 Estimated Program Income \$250,000.00

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

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

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # F.1

RDA loan update.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. RDA Loan Breakdown 2023

RDA Loan Breakdown

Inception to 12/31/2023

Defaults Written off Grants Foreclosure Repaid Outstanding Total	CDBG Loans		
	#	Amount	%
	7	98,429.49	1.9%
	15	183,813.23	3.6%
	10	155,336.37	3.0%
	1	16,282.00	0.3%
	324	3,402,613.94	66.1%
	75	1,293,577.35	25.1%
Total	432	\$ 5,150,052.38	100%

Federal Rehab Loans		
#	Amount	%
1	3,126.53	0.4%
1	55.96	0.0%
1	4,364.91	0.6%
1	125,000.00	16.2%
42	356,220.39	46.1%
11	284,150.17	36.8%
57	\$ 772,917.96	100%

State Rehab Loans		
#	Amount	%
0	-	0.0%
0	-	0.0%
1	6,876.90	4.2%
0	-	0.0%
17	136,168.61	83.5%
2	20,107.65	12.3%
20	\$ 163,153.16	100%

Home Loans		
#	Amount	%
5	74,980.75	0.4%
9	234,547.31	1.4%
81	956,120.55	5.6%
39	3,601,588.00	21.2%
453	6,280,981.83	37.0%
342	5,831,501.03	34.3%
929	\$ 16,979,719.47	100%

Defaults Written off Foreclosure Grants Repaid Outstanding Total	State Rental Loans		
	#	Amount	%
	0	-	0.0%
	0	-	0.0%
	0	-	0.0%
	0	-	0.0%
	3	20,862.86	100.0%
	0	-	0.0%
Total	3	\$ 20,862.86	100%

Down Payment Closing Cost Loans		
#	Amount	%
0	-	0.0%
0	-	0.0%
0	-	0.0%
0	-	0.0%
6	14,560.00	26.9%
17	39,544.45	73.1%
23	\$ 54,104.45	100%

Revolving Loan Fund		
#	Amount	%
0	-	0.0%
11	597,299.92	8.5%
0	-	0.0%
0	-	0.0%
46	4,478,318.30	63.6%
19	1,963,124.41	27.9%
76	\$ 7,038,742.63	100%

Conversion Loans (NEF)		
#	Amount	%
0	-	0.0%
1	5,000.00	11.9%
0	-	0.0%
0	-	0.0%
4	21,900.00	52.3%
3	15,000.00	35.8%
8	\$ 41,900.00	100%

Defaults Written off Foreclosure Grants Repaid Outstanding Total	Residential		
	Loan Numbers	Loan Amounts	
	13	\$ 176,536.77	0.76%
	26	\$ 423,416.50	1.83%
	93	\$ 1,122,698.73	4.84%
	41	\$ 3,742,870.00	16.15%
	849	\$ 10,233,307.63	44.14%
	450	\$ 7,483,880.65	32.28%
	1472	\$ 23,182,710.28	100%

Total		
Business		
Loan Numbers	Loan Amounts	
0	\$ -	0.00%
11	\$ 597,299.92	8.49%
0	\$ -	0.00%
0	\$ -	0.00%
46	\$ 4,478,318.30	63.62%
19	\$ 1,963,124.41	27.89%
76	\$ 7,038,742.63	100%

All loans		
Loan Numbers	Loan Amounts	
13	\$ 176,536.77	0.58%
37	\$ 1,020,716.42	3.38%
93	\$ 1,122,698.73	3.71%
41	\$ 3,742,870.00	12.38%
895	\$ 14,711,625.93	48.68%
469	\$ 9,447,005.06	31.26%
1548	\$ 30,221,452.91	100%



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # F.2

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
May-24

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21749	05/10/2024	CITY OF GREEN BAY	18,730.13
21750	05/10/2024	MULTI MEDIA CHANNELS LLC	56.87
21751	05/10/2024	NEIGHBORWORKS GREEN BAY	27,454.76
			<u>\$ 46,241.76</u>

Redevelopment Authority
Financial Report
CDBG
5/31/2024

CDBG Entitlement Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	32,155.00	-	2,155.00	30,000.00	-
Public Services	-	214,637.93	-	4,250.00	210,387.93	-
CDBG Eligible Areas HILP Program	-	187,168.64	-	48,821.00	85,052.00	53,295.64
CDBG Eligible Areas Public Facilities and Infrastructure	-	538,874.56	8,508.32	-	14,430.79	532,952.09
CDBG Eligible Areas-Beautification/Art	-	80,009.87	-	-	24,000.00	56,009.87
Economic Development	-	59,402.85	136,580.16	-	-	195,983.01
Administration	-	169,545.01	2,127.08	93,658.42	-	78,013.67
	\$ -	\$ 1,281,793.86	\$ 147,215.56	\$ 148,884.42	\$ 363,870.72	\$ 916,254.28

CARES CDBG-CV Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI		116,285.15	-	-	116,285.15	-
	\$ -	\$ 116,285.15	\$ -	\$ -	\$ 116,285.15	\$ -

Redevelopment Authority
Financial Report
HOME
5/31/2024

	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	434,704.96	-	96,779.28	170,766.53	167,159.15
CHDO Projects	-	364,500.00	-	-	74,999.00	289,501.00
Housing Development Projects	-	1,852,994.68	103,032.00	-	1,161,470.00	794,556.68
Administration	-	157,480.84	11,148.00	19,165.13		149,463.71
HOME-ARP Admin		1,948,216.00	-	-	753,395.00	1,194,821.00
	\$ -	\$ 4,757,896.48	\$ 114,180.00	\$ 115,944.41	\$ 2,160,630.53	\$ 2,595,501.54



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 11, 2024

PREPARED BY

AGENDA ITEM # F.3

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking PUBLIC 20240607



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 - May 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	Property transferred. Construction starting November 2024.	225	0	\$21,000,000
2	JBS	Revel49, Gorman & Co.	0 Lime Kiln Rd	Destination park, mixed housing, urban farm	Development partners approved in April. Site design underway. Road and utility construction out to bid. Staff working to create new TID.	TBD	TBD	TBD
3	New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	DA and PUD approved. Construction anticipated in October. Staff working to create new TID.	268	0	\$38,000,000
4	Former Badger Sheet Metal	General Capital Group	420 S. Broadway/419 S. Maple	Market rate multi-family rental, fire station, retail, green infrastructure corridor	Development partner approved in April. Site design underway.	TBD	TBD	TBD
5	Monroe/Chicago RDA Site	TBD	436 S. Monroe	Multi-family rental, ground floor commercial	RFP to be reissued in May.	TBD	TBD	TBD
6	222 Cherry St LLC	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	Amendment to DA to be considered	71	0	\$9,000,000
7	University Ave	Neighborworks Green Bay	Near 1120 University Ave	16 Unit Complex	Bidding and Design process. Planning Option expires 7/11/24.	TBD	14	TBD
8	4th Street	Neighborworks Green Bay	4th Street and Chestnut	7 unit town house development	Finalizing bidding and design. DA to be considered at June RDA	7	4	\$1,900,000.00
9	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 11/14/24.	52	TBD	TBD
10	Public Market Parking Lot Redevelopment	TBD	204 N. Chestnut	Parking ramp, multi-family housing, commercial	RFP to be released in June	TBD	TBD	TBD

PRIMARY USE COLOR KEY	
Multi-family	
Single-family	
Commercial	
Industrial	
Public	

City of Green Bay Development Tracker - May 2024								
#	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
11	Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Engineering underway for Pulliam improvements. RAISE Grant submitted in February, to be announced this Summer.	Total #	Under 80%	TBD
						NA	NA	
12	Cleveland Hardware/Green Bay Drop Forge	Cleveland Hardware & Forging Co.	3855 Finger Rd	Industrial	Design phase. PO Expires 8/6/24	Total #	Under 80%	TBD
						NA	NA	
13	Shipyard Phase I	City/RDA	100 W. Mason, 239 Arndt	Riverfront promenade, pier, docks, kayak launch, habitat, site utilities	Under construction. Ribbon cutting tentatively scheduled July 17	Total #	Under 80%	NA
						NA	NA	
14	Shipyard Phase 2	City/RDA	100 W. Mason St	Event lawn, dog park, urban beach, splash pad, playground	RFP for engineering is being prepared by Parks Dept. Construction likely to start in early 2025	Total #	Under 80%	NA
						NA	NA	
15	Schauer & Schumacher	Investment Creations	227 E Walnut, 101 & 109 N Adams St	Multi-family housing, commercial	Planning/design underway. PO expires 11/14/24.	Total #	Under 80%	TBD
						TBD	0	
16	Southwest Woods	GB Real Estate Investments	Hinkle south of Mason	Single-family houses and townhomes with road extension	Development Agreement approved in March. Staff working to create new TID	Total #	Under 80%	\$8,000,000
						29	0	
17	Veterans Village	Veterans First	2890 Anthony Drive	Cottage Court development for veterans	PUD application to be considered at Council June 11	Total #	Under 80%	TBD
						21	21	
18	1915 Harold St.	LeMense	1915 Harold St	Single family, owner occupied home	DA approved, expires 12/31/2024	Total #	Under 80%	\$198,300
						1	0	
19	445 S Baird St	Deals, Development, Partnership Capital	445 S Baird St	Single family, owner occupied home	Completion anticipated Fall 2024	Total #	Under 80%	\$243,000
						1	0	
20	929 N Broadway	Neighborworks Green Bay	929 N Broadway	Single family, owner occupied home	PO Expires 03/12/2024	Total #	Under 80%	TBD
						1	1	
21	1162 & 1164 Day St	Neighborworks Green Bay	1162 & 1164 Day St	Single family, owner occupied home on each lot	Construction underway. DA Expires 12/31/2024	Total #	Under 80%	\$500,000
						2	1	

PRIMARY USE COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Public

City of Green Bay Development Tracker - May 2024

#	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
22	1008 Smith St.	Habitat for Humanity	1008 Smith Street	Affordable single-family	DA expires 12/31/2024	Total #	Under 80%	\$240,000
						1	1	
23	1132 Harvey St.	Habitat for Humanity	1132 Harvey Street	Affordable single-family	DA expires 12/31/2024	Total #	Under 80%	\$250,000
						1	1	
24	1151 Reber St.	Habitat for Humanity	1151 Reber Street	Affordable single-family	DA expires 12/31/2024	Total #	Under 80%	\$250,000
						1	1	
25	Habitat Homestead	Habitat for Humanity	0 Richmond Street	Affordable single-family owner occupied detached homes and townhomes	Development Agreement approved in March. Road construction underway.	Total #	Under 80%	\$2,925,000
						14		

TOTAL UNITS	UNDER 80%	TOTAL VALUE
695	43	\$82,006,300

PRIMARY USE COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Public