AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, DECEMBER 10, 2024, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09

Or call in by phone: +1 312 626 6799
Meeting ID: 831 8804 4732
Passcode: 084117

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the Tuesday, December 10, 2024, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the November 7, 2024, meeting.

E. Regular Business.

1. 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.

2. Consideration with possible action to approve a one-year development agreement to Chris Properties for the site located at 1127 Reber Street (Parcel 20-68).

3. Consideration with possible action to approve a 120-day planning option to Angel Lopez for the site located at 909 Smith Street (Parcel 7-328).

4. Consideration with possible action for approval of final payment to Peters Concrete Co., in the amount of $49,093.47, for Contract "CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing."

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Date of next meeting: January 14, 2025

G. Adjournment.

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

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.1

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. 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 Stechschulte's 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 requests 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.

The RDA considered this matter at the Sept. meeting and advised staff to continue negotiations with the City Attorney, Developer, and the Chair and Vice Chair of the RDA to bring a resolution by the next meeting of the RDA, given that the sale of the property occurred without notification, which did not allow the City to assign the guarantees for the future payments of that property, and although the assessed value is very close to the threshold, the primary concern is about the future payments on the property without an assignment of guarantees.

Staff, including the City Attorney, met with RDA Chair Gary Delveaux, Vice Chair Matt Schueller, Terrance Wall, and his attorneys to discuss the matter. Settlement terms were negotiated and approved by both parties and are being presented to the RDA for approval at the December 10 meeting.

RECOMMENDATION

To approve the settlement agreement between the RDA and City Deck Commons Residences LLC.

FISCAL IMPACT

ATTACHMENTS

1. CityDeck Development Agreement.Signed
2. CDR - First Amendment - Dev + TIF Agreements - 11-5-13 (2)
3. CityDeck Settlement Agreement -FINAL

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:

CITY TIF Increment
<u>Less: CITY Debt Service</u>
=Annual Shortfall

<u>NOTE</u>: 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 representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

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 N/A

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

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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

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

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

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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

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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.

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Terrence R. Wall

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

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

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. <u>Amendments</u>. 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 A. Teske Kris Teske, Clerk

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a one-year development agreement to Chris Properties for the site located at 1127 Reber Street (Parcel 20-68).

BACKGROUND

The vacant lot located at 1127 Reber Street was purchased on 12/2020 for the purpose of eliminating blight and encouraging private enterprise, adding to the tax base of the City of Green Bay. This parcel is currently zoned R1-Low Density Residential.

Staff has received a proposal from Chris Properties, LLC to construct a single-family, owner-occupied home featuring 3 bedrooms, 2 full bathrooms, and a detached 2-stall garage. The developer is asking for a one-year development agreement and is offering to purchase the parcel for the asking price of $16,000. This developer completed a single-family build earlier this year (2024).

Staff has reviewed the current proposal and is recommending approval of the development agreement so long as the developer adheres to the average set back as explained by the planners as 22 feet in this neighborhood.

RECOMMENDATION

To approve a one-year planning option to Chris Properties for the development of a single-family, owner-occupied home with 3 bedrooms, 2 baths, and a 2-stall garage located at 1127 Reber Street.

FISCAL IMPACT

ATTACHMENTS

1. 1127 Reber Proposal-Chris Properties
2. Build Plans
3. Site Plan
4. GIS

Date Received: ______
Option Awarded: ______
Payment Received: ______
(For Office Use Only)

Equal Housing Opportunity

Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301

CITY OF GREEN BAY 1854 Titletown, USA

PLANNING OPTION APPLICATION FORM

Name/Company Chris Properties, LLC

Contact Person: Julie Christensen

Current Address: 3615 Packerland Dr. DePere WI 54115

Telephone Number (Home) Cell- 920-737-5496
(Work) ______

Email
jchristensen3615@hotmail.com

Address of chosen RDA parcel 1127 Reber St.

Offering Purchase Price $16,000

Proposed Timeline: Spring 2025

Proposed Use: Rental or Owner Occupy - will be selling after completion

Source of funding (provide proof of available funds w/application)

Cash - Bank Statement attached

Gap funding being requested: None

C. Proposed Project

Describe the proposed project:

3 Bed - 2 Bath one story house
2 stall detached garage facing the alley

2 Egress windows in basement for additional usable space.

Goal is to build an affordable, comfortable home

*Please include drawings of proposed building, preliminary site plan with footprint and parking.

Contractor Information: Chris Properties, LLC
Julie Christensen

Contractor Experience:
3-new construction builds
several home remodels

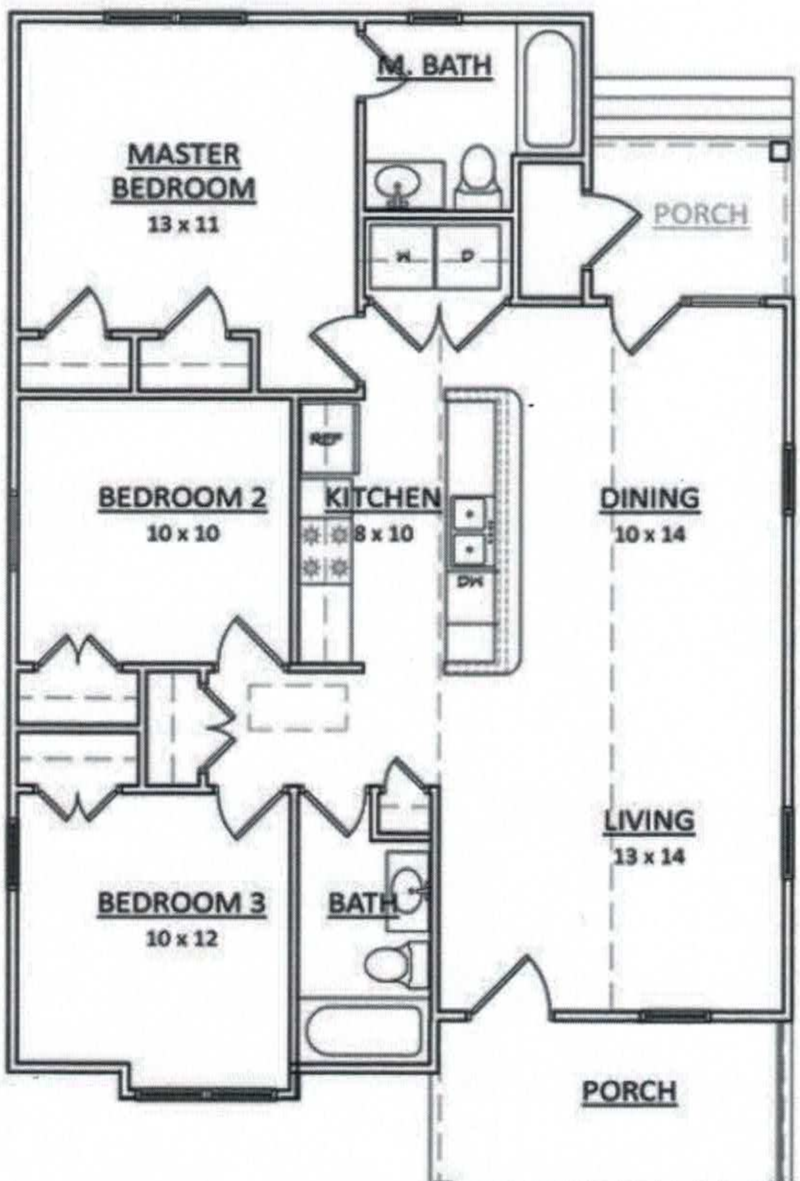
Applicant's Certification:

Julie Christensen 11/24/24
Signature Date

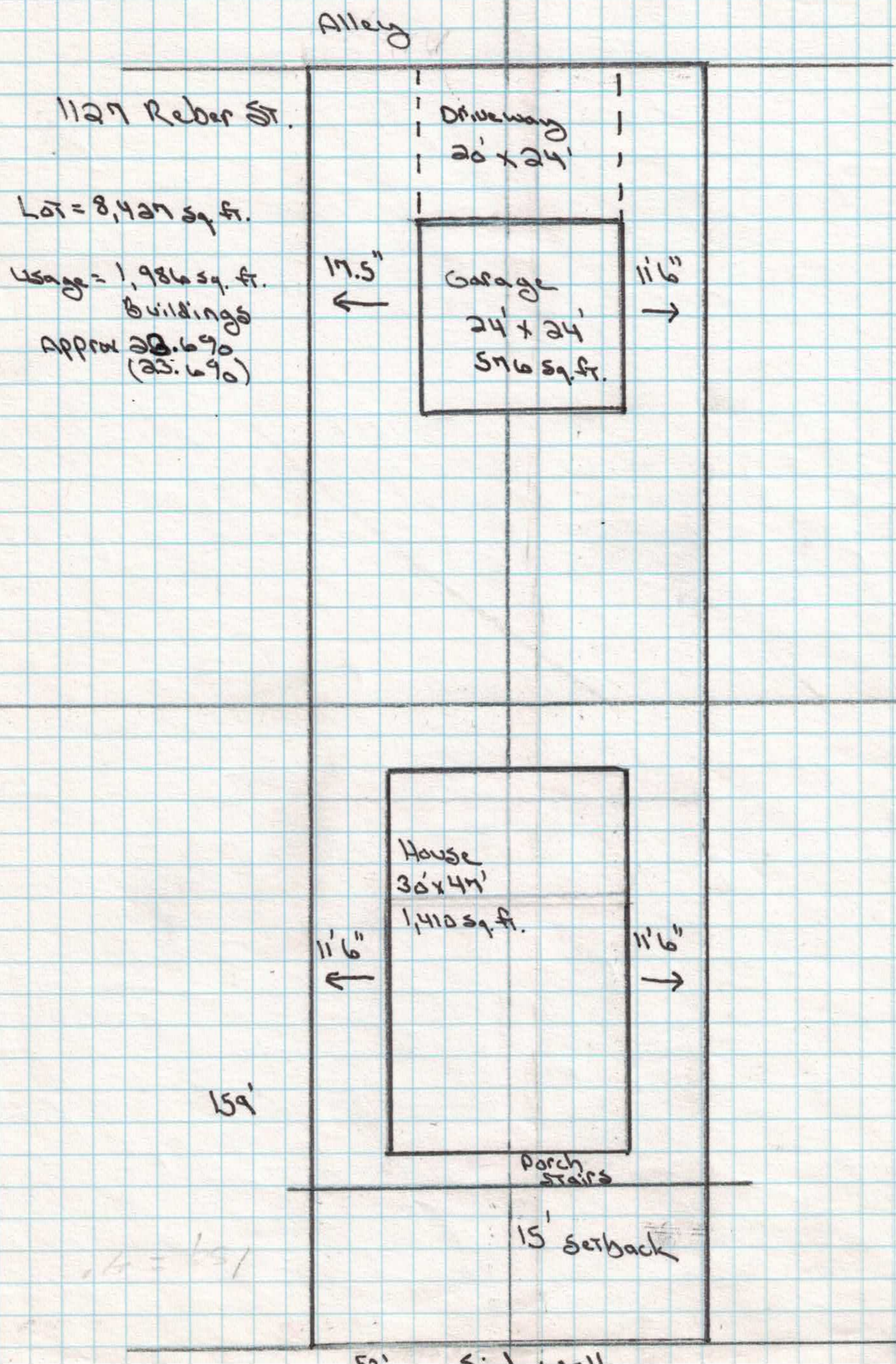
Signature Date

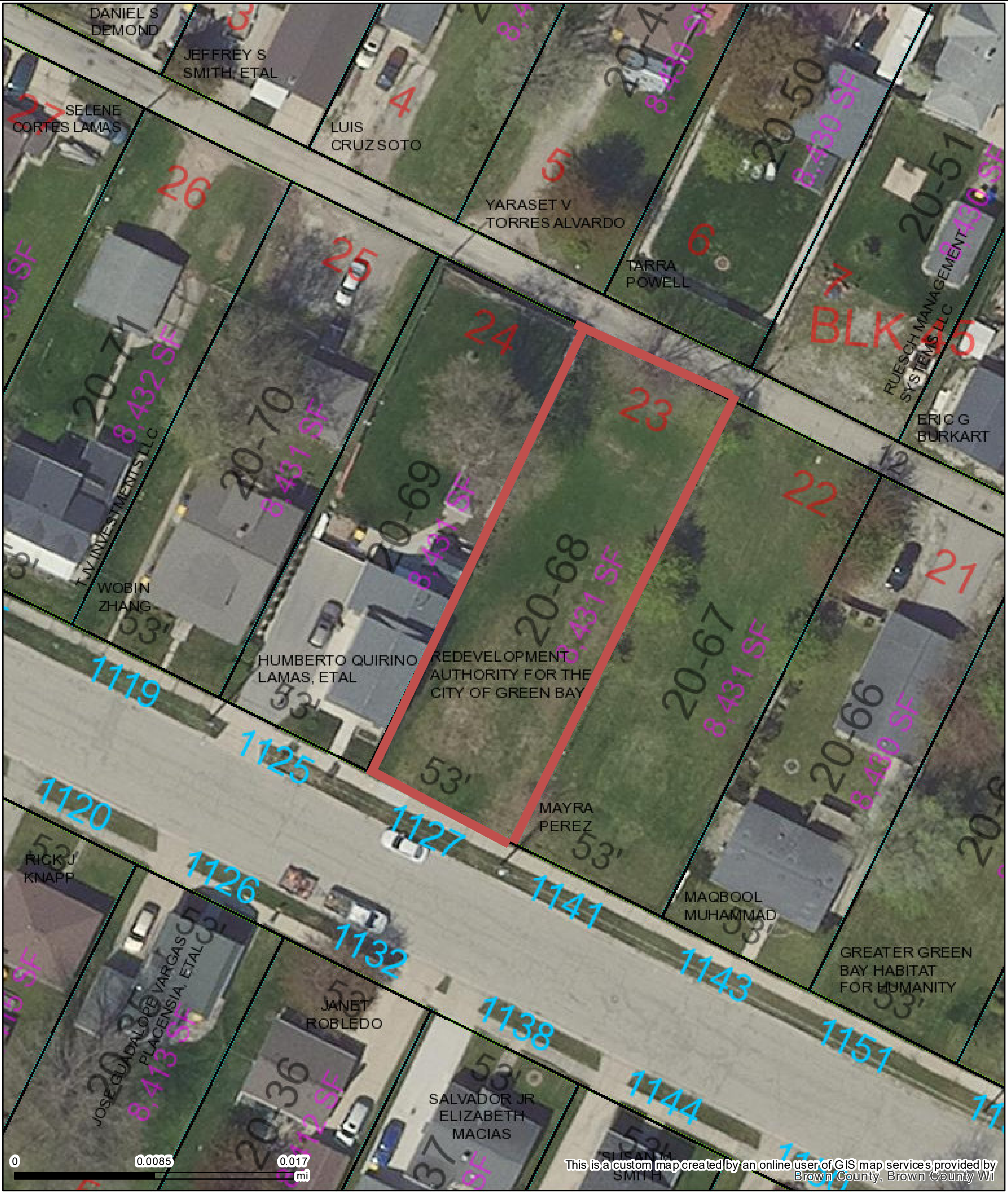
City of Green Bay • 100 N. Jefferson Street, Room 608 • Green Bay, WI 54301

- Full basement w/ egress windows




570


Alley
1127 Reber St.
Lot = 8,427 sq. ft.
Usage = 1,986 sq. ft.
Buildings
Approx 23.6%
(23.6%)
Driveway
20' x 24'
17.5"
Garage
24' x 24'
576 sq. ft.
11'6"
House
30' x 47'
1,410 sq. ft.
11'6"
11'6"
159'
Porch
stairs
15' Setback



Part of Brown County WI

Map printed on 4/30/2024

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action to approve a 120-day planning option to Angel Lopez for the site located at 909 Smith Street (Parcel 7-328).

BACKGROUND

The vacant lot located at 909 Smith Street was purchased 6/23/2016 for the purpose of removing blight and encouraging free enterprise, therefore adding to the tax base of the City of Green Bay. This parcel is zoned R3-Varied Density Residential.

Staff has received a proposal to develop a two-family, owner-occupied, side-by-side home. Each side will consist of 3 bedrooms, 2 bathrooms, and a one-stall detached garage. The developer is requesting a 120-day planning option so he can complete his due diligence regarding his financing and final build details. The developer is also offering to purchase the lot for the amount of $16,000.

Staff has reviewed the current proposal and is recommending to approve a 120-day planning option to Angel Lopez for development of his owner-occupied, two-family home.

RECOMMENDATION

To approve a 120-day planning option to Angel Lopez for the development of a two-family, owner-occupied home with 3 bedrooms, 2 full baths on each side located at 909 Smith Street.

FISCAL IMPACT

ATTACHMENTS

1. planning option application (1)
2. Build Plans
3. Site Plan 10-22-24
4. 909 Smith GIS

Date Received: ______________
Option Awarded: ______________
Payment Received: ____________
(For Office Use Only)

Equal Housing Opportunity

Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301

GREEN BAY

PLANNING OPTION APPLICATION FORM

Name/Company
___________Angel lopez____

Contact Person:
__________Angel Lopez____

Current Address:
___________1689 Velp ave apt 16____

Telephone Number (Home) ________920-288-1319________________
(Work) ________________________________

Email
_________________alr9920029@gmail.com____

Address of chosen RDA
parcel___7-328____

_______ Offering Purchase Price__________12,500______________________

Proposed Timeline: ___________9 months_________________________

Proposed Use: Rental or Owner Occupy

Source of funding (provide proof of available funds w/application)

Gap funding being requested: ______No__________________________________

C. Proposed Project

Describe the proposed project:
Two story side by side duplex, with basement, three bedrooms and two bathrooms, first floor is going to have a open layout with
Full Bathroom on first floor right next to the laundry room, second story is going to have three bedrooms, one in the front, one
In the back which is going to have a small porch on each side, and a smaller room in the middle, with another full bathroom.
Next to the bedrooms. The detached garage is going to be one stall for each side of the unit, with just a little extra space for
Storage, both the garage and house roof will be a 6/12 pitch.
The duplex im planning on building is going to be for myself to live in, and the other half is going to be for my dad to live in.

.

*Please include drawings of proposed building, preliminary site plan with footprint and parking.

Contractor Information: Deleers Construction. 1860 Mid Valley Rd DePere wi 54115

Contractor Experience: Deleers construction is a family owned business that started in 1945, now at its third generation, still going strong, Deleers works on both, new builds and remodels, as well as commercial work, they're going to be the ones to help me with my project since i am employed with them, they'll be the ones to draw my plans and help me through the process,

Applicant's Certification:

Signature Angel Lopez

Date 10/21/24

City of Green Bay • 100 N. Jefferson Street, Room 608 • Green Bay, WI 54301

1 A2.1 EAST ELEVATION
1/4" - 1'-0"

3 A2.1 SOUTH ELEVATION
1/4" - 1'-0"

2 A2.1 NORTH ELEVATION
1/4" - 1'-0"

DELEERS CONSTRUCTION INC.

Angel Lopez Ramirez

909 Smith Street Green Bay, WI

PRE-CONTRACT UPDATES:
10.21.24 BUDGET SET

B.D.A.: --
DESIGNER: Jeremy Lueck
DRAWN BY: BV
DESIGN NO: --

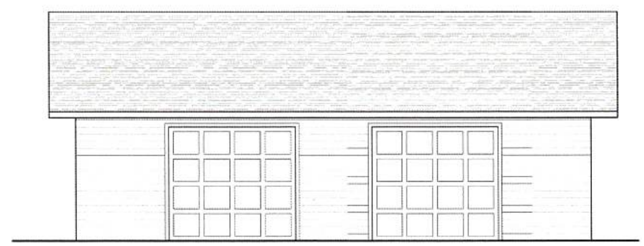
CONSTRUCTION SET REVISIONS

EXTERIOR ELEVATIONS

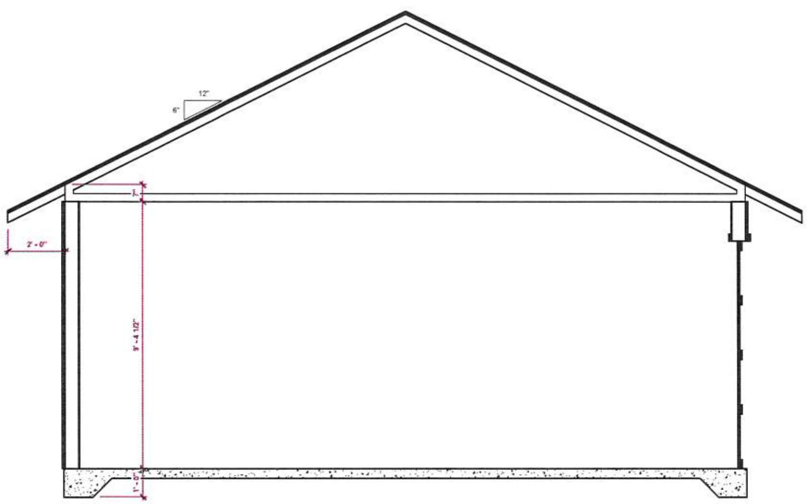
DATE: XX.XX.XX

SHEET: A2.1

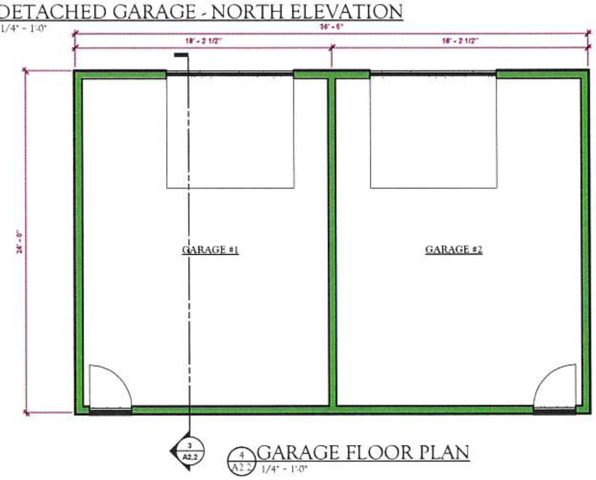
1 A2.2 WEST ELEVATION
1/4" - 1'-0"



2 A2.2 DETACHED GARAGE - NORTH ELEVATION
1/4" - 1'-0"



3 A2.2 Section 2
1/2" - 1'-0"



4 A2.2 GARAGE FLOOR PLAN
1/4" - 1'-0"

DELEERS CONSTRUCTION INC.

Angel Lopez Ramirez
909 Smith Street Green Bay, WI

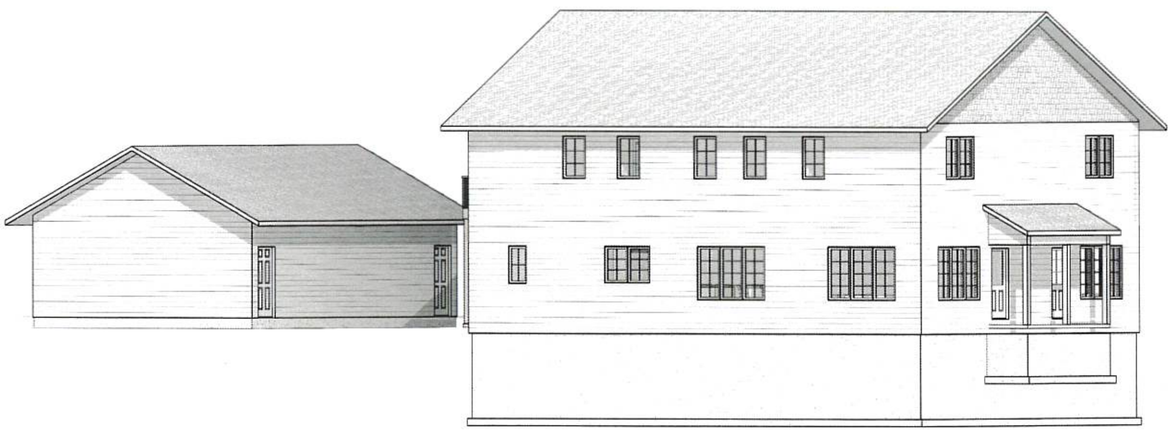
PRE-CONTRACT UPDATES:
10.21.24 BUDGET SET

B.D.A.: --
DESIGNER: Jeremy Lueck
DRAWN BY: BV
DESIGN NO: --

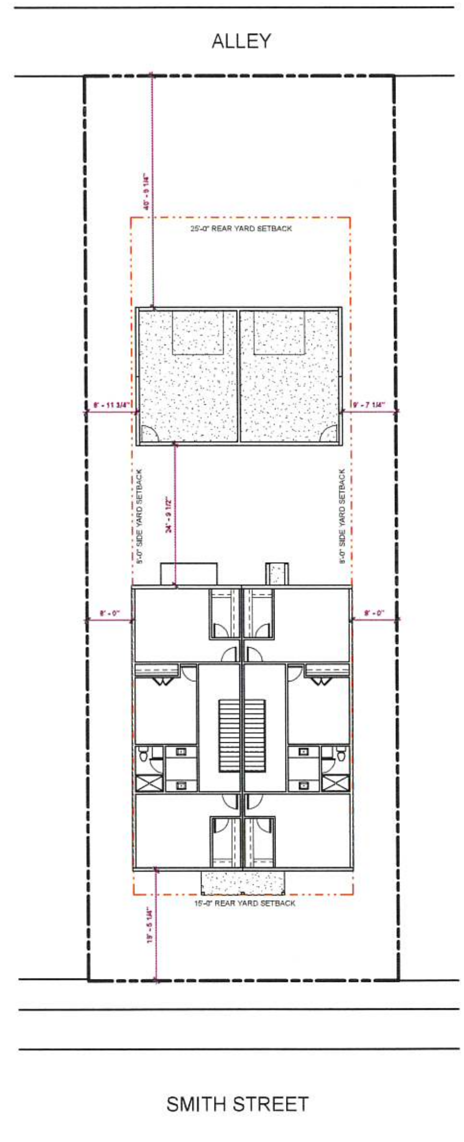
CONSTRUCTION SET REVISIONS

EXTERIOR ELEVATIONS
DATE: XX.XX.XX
SHEET: A2.2

EXTERIOR 1



EXTERIOR 2



SITE PLAN
1" - 10'-0"

NORTH

DELEERS CONSTRUCTION INC.

Angel Lopez Ramirez

909 Smith Street Green Bay, WI

PRE-CONTRACT UPDATES

DESIGNER: Jeremy Lueck

DRAWN BY: BV

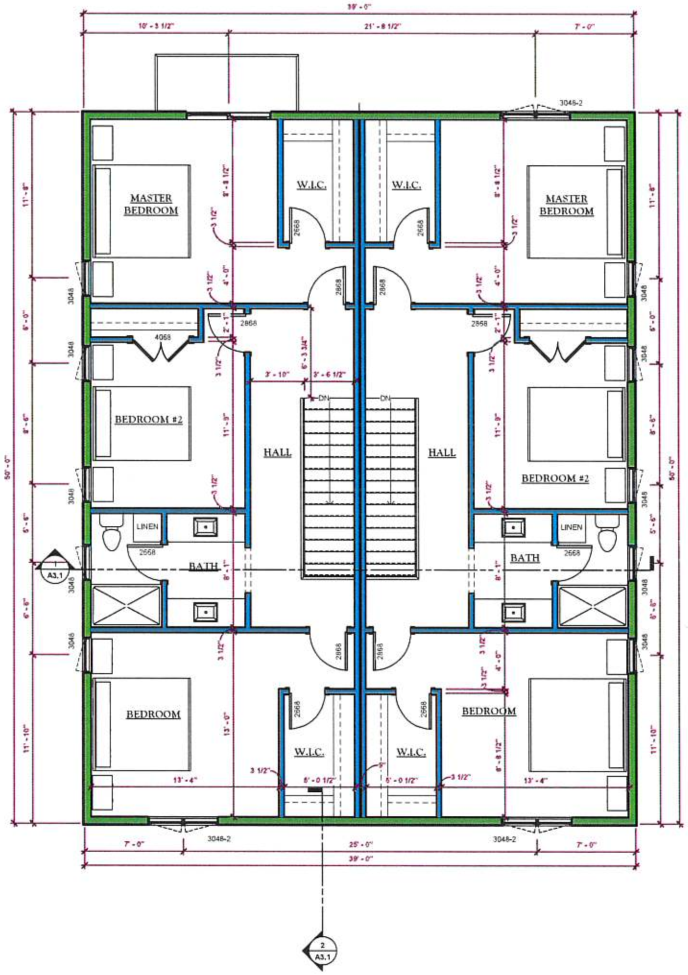
DESIGN NO:

CONSTRUCTION SET REVISIONS

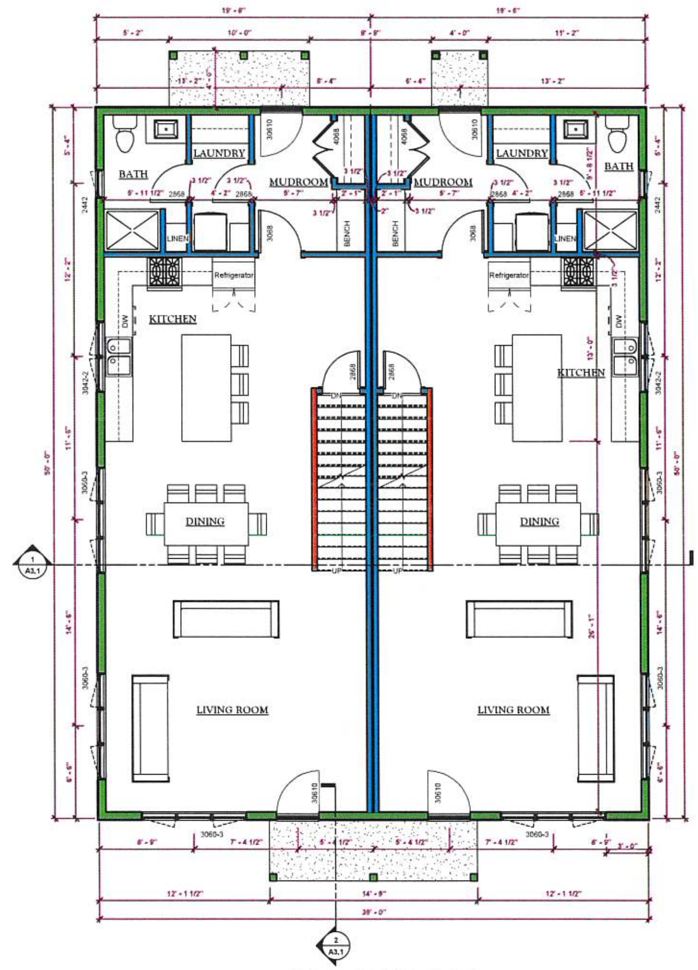
SITE PLAN

SHEET:

C1.1



SECOND FLOOR PLAN
1/4" - 1'-0"



FIRST FLOOR PLAN
1/4" - 1'-0"

FIRST FLOOR: 975 SF
SECOND FLOOR: 975 SF
TOTAL: 1,950 SF

DETACHED GARAGE: 437 SF

DELEERS
CONSTRUCTION INC.

Angel Lopez Ramirez
909 Smith Street Green Bay, WI

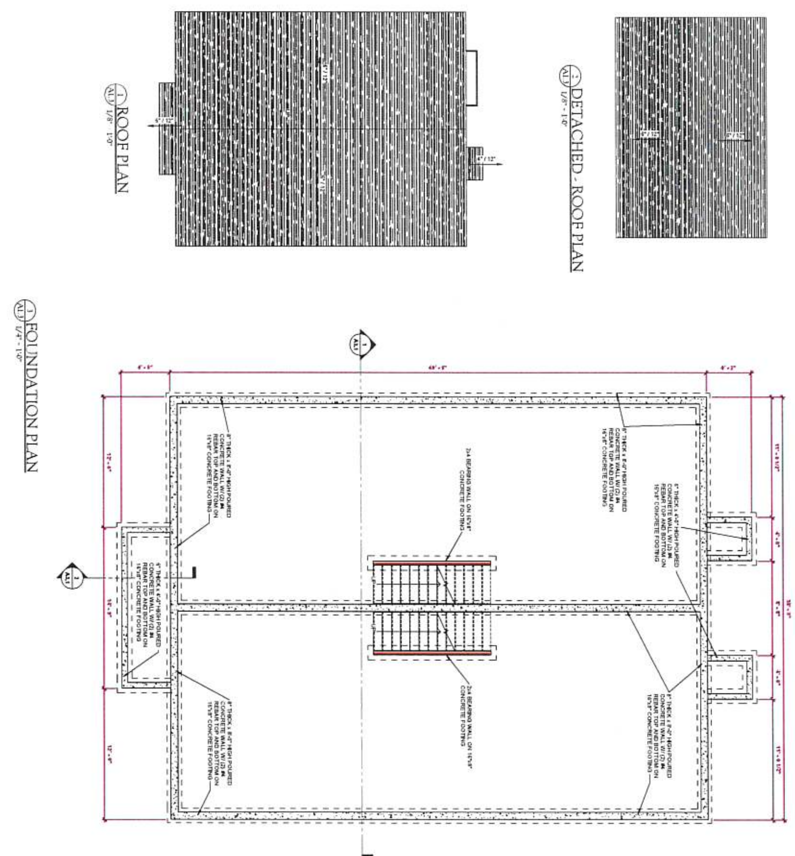
PRE-CONTRACT UPDATES:
DESIGNER: Jeremy Lueck
DRAWN BY: BV

"COPYRIGHT NOTICE"

CONSTRUCTION SET REVISIONS

FIRST FLOOR PLAN

SHEET:
A1.1



A1.3

CONSTRUCTION SET REVISIONS

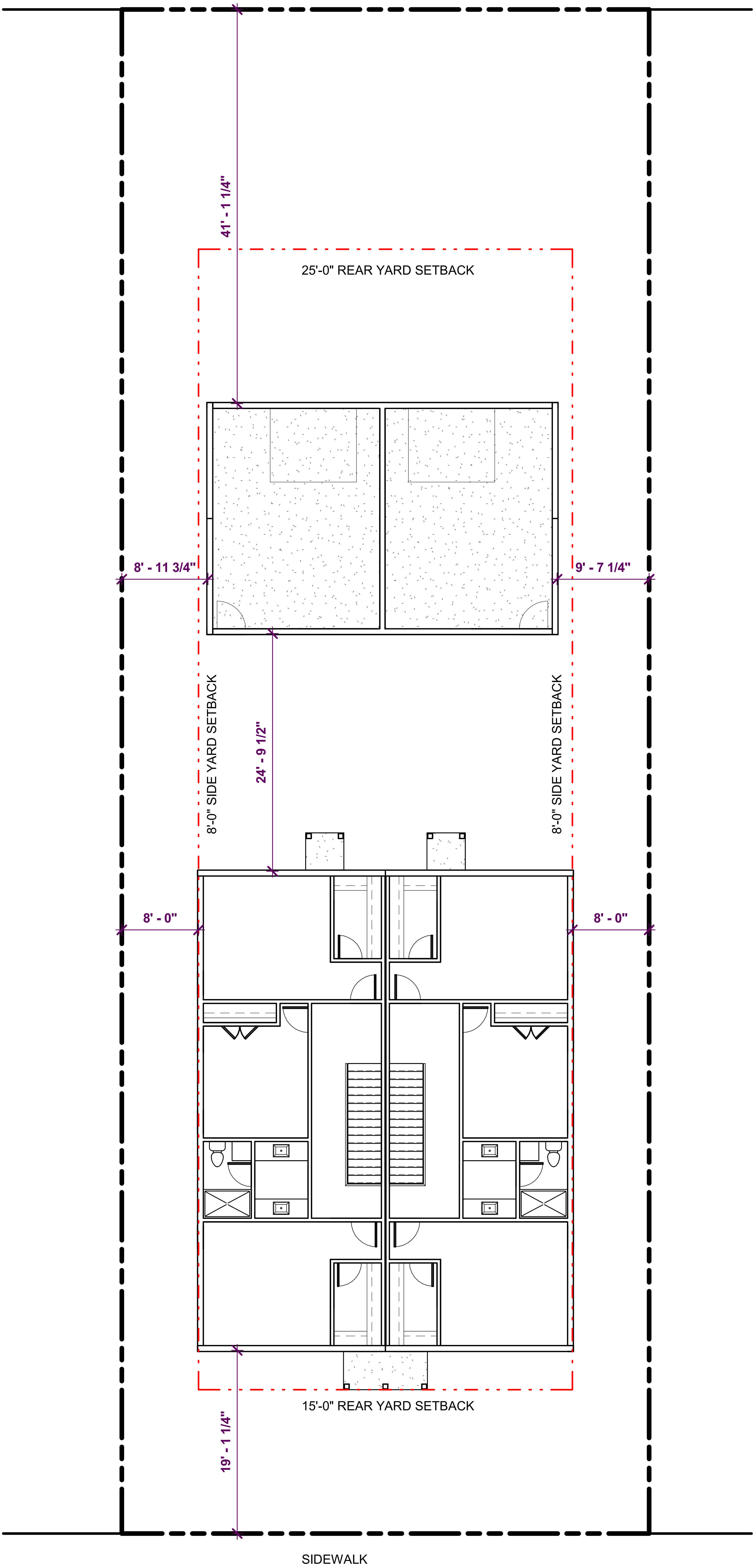
B.D.A.: --
DESIGNER: Jeremy Lueck
DRAWN BY: BV
DESIGN NO: --

PRE-CONTRACT UPDATES:
10.21.24 BUDGET SET

Angel Lopez Ramirez

909 Smith Street Green Bay, WI

DCI DELEERS CONSTRUCTION INC.


41' - 1 1/4"
25'-0" REAR YARD SETBACK
8' - 11 3/4"
9' - 7 1/4"
8'-0" SIDE YARD SETBACK
24' - 9 1/2"
8'-0" SIDE YARD SETBACK
8' - 0"
8' - 0"
15'-0" REAR YARD SETBACK
19' - 1 1/4"
SIDEWALK

Part of Brown County WI

Map printed on 12/4/2024

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

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

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	Krista Cisneroz, Staff

AGENDA ITEM # E.4

Consideration with possible action for approval of final payment to Peters Concrete Co., in the amount of $49,093.47, for Contract "CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing."

BACKGROUND

The City of Green Bay used a portion of its Community Development Block Grant funds for contract "CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing." All work has been completed and Peters Concrete Co. has fulfilled all requirements associated with the contract.

RECOMMENDATION

Approve final payment to Peters Concrete Co., in the amount of $49,093.47, for Contract "CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing."

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2024

City of Green Bay RDA

Check Register

30-Nov

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21806	11/07/2024	ZACHARY LAWRENCE BRYNER	250,000.00
21807	11/13/2024	BEST ENTERPRISES LLC	73,394.00
21808	11/13/2024	BROWN COUNTY TREASURER	4,250.00
21809	11/13/2024	CITY OF GREEN BAY	1,021.14
21810	11/13/2024	ECUMENICAL PARTNERSHIP FOR HOUSING	5,310.00
21811	11/13/2024	HARMER STEEL PRODUCTS COMPANY	86,379.20
21812	11/13/2024	NEIGHBORWORKS GREEN BAY	11,985.00
21813	11/13/2024	STELLA-JONES CORPORATION	33,732.00
21814	11/26/2024	CITY OF GREEN BAY	30,405.31
21816	11/26/2024	COMMUNITY SERVICES AGENCY INC.	3,647.74
21817	11/26/2024	GANNETT WISCONSIN LOCALIQ	32.64
21818	11/26/2024	LUTHERAN SOCIAL SERVICES OF WISCONSIN AND	112,500.00
21819	11/26/2024	NEIGHBORWORKS GREEN BAY	3,625.00
21820	11/26/2024	VINTON CONSTRUCTION	223,450.00

Redevelopment Authority
Financial Report
CDBG
11/30/2024

CDBG Entitlement Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	32,155.00	-	31,820.00	335.00	30,000.00
Public Services	188,700.00	214,637.93	-	47,110.58	192,527.35	163,700.00
CDBG Eligible Areas HILP Program	50,101.00	187,168.64	-	79,421.00	157,848.64	-
CDBG Eligible Areas Public Facilieities and Infrastructure	162,800.00	538,874.56	50,708.72	483,198.04	44,590.20	224,595.04
CDBG Eligible Areas-Beautificatio/Art	50,000.00	80,009.87	-	42,450.00	-	87,559.87
Economic Development Façade	50,000.00	-	40,000.00	-	-	90,000.00
Economic Development	200,000.00	59,402.85	306,488.85	538,394.00	-	27,497.70
Administration	182,750.00	169,545.01	22,677.18	199,365.85	-	175,606.34
	$ 914,351.00	**$ 1,281,793.86**	**$ 419,874.75**	**$ 1,421,759.47**	**$ 395,301.19**	**$ 798,958.95**

CARES CDBG-CV Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI		121,285.15	-	72,567.37	48,717.78	-
	$ -	**$ 121,285.15**	**$ -**	**$ 72,567.37**	**$ 48,717.78**	**$ -**

Redevelopment Authority
Financial Report
HOME
11/30/2024

	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	434,704.96	-	150,258.28	284,446.68	-
Downpayment Closing Cost Assistance	50,000.00	-	-	-	-	50,000.00
CHDO Projects	70,284.00	364,500.00	-	-	306,999.00	127,785.00
Housing Development Projects	301,414.22	1,852,994.68	261,032.40	896,500.00	517,008.00	1,001,933.30
Administration	46,855.36	157,480.84	29,003.60	67,649.47		165,690.33
HOME-ARP Admin		1,948,216.00	-	66,986.09	881,229.91	1,000,000.00
	$ 468,553.58	**$ 4,757,896.48**	**$ 290,036.00**	**$ 1,181,393.84**	**$ 1,989,683.59**	**$ 2,345,408.63**

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 10, 2024	

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None