



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MAY 9, 2023, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the May 9, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the April 11, 2023 meeting of the Redevelopment Authority.

E. Regular Business.

- I. Consideration with possible action on the creation and approval of a 30 ft. easement on Parcel 12-112 and Parcels 12-195 thru 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work.
2. Consideration with possible action to approve a planning option for a mixed-use development project at 436 S. Monroe Avenue.
3. Consideration with possible action on the approval of a subordination and assignment of the development agreement for 401 to 409 N. Broadway.
4. Consideration with possible action on the collateral assignment of the development agreement for a development at the Railyard (Parcel 5-1757) between DDL Holdings, LLC,

the City of Green Bay, and the Redevelopment Authority of the City of Green Bay to Capital Credit Union.

5. Consideration with possible action on a development agreement with Gorman & Company for financial assistance for a development on University Avenue (Parcel 21-1249-1-3).

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: June 13, 2023 at 1:30 PM

G. Adjournment.

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

Virtual Meeting Instructions



Redevelopment Authority Zoom Meeting Information

Join Zoom Meeting

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

Meeting ID: 831 8804 4732

Passcode: 084117

One tap mobile

+13017158592,,83188044732# US (Washington DC)

+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732

Passcode: 084117

Find your local number: <https://us02web.zoom.us/j/kc4U7kFumh>

Public Comments

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

Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a “waiting room.”
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the “raise your hand” tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the “raise your hand” tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to “open the floor for interested parties to speak.” Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

May 9, 2023

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action on the creation and approval of a 30 ft. easement on Parcel 12-112 and Parcels 12-195 thru 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work.

BACKGROUND

On March 14, 2023, the RDA reviewed this easement request, and directed staff to continue to engage the applicant about the proposed project and evaluate the need for and the impact of the easement. Staff findings have included the following:

- Staff research did not turn up any additional information regarding the reasoning for both parties mutually agreeing to terminate the easement. The RDA parcel and the Baylake parcel were clearly one parcel at one time, and the parking area was connected to the mall building. When land started being sold off, the easement was put in place.
- The easement is necessary to meet fire codes and building codes related to area coverage.
- If the easement is not granted, the BayLake building would be required to remove all windows and doors on the side of the building facing the RDA lot, which staff does not find to be a positive alternative for this building.
- Building plans have been approved subject to securing this easement from the RDA, and the developer is proceeding with a demolition permit.
- The Chief Building Official restated that it is his opinion that the easement should never have been terminated.
- This easement would also be needed if the RDA or a future developer was to develop the RDA owned parcel if ingress/egress was to be located on the side of the building facing the Baylake building.

On April 14, 2023, the applicant met with Mayor Genrich, RDA Chairperson Gary Delveaux, RDA Vice-Chairperson Matt Schueller, RDA Member Deby Dehn, and staff to further discuss the project. The discussion included an overview of the proposed residential conversion project by the applicant, and RDA concerns over the feasibility of the interior residential units without direct access to exterior windows. Discussion over approval of the easement focused on the joint need for the easement on the RDA lot as well as the Baylake City Center parcel. Chairperson Delveaux stated that any granting of the easement should not be taken as RDA endorsement of the applicant's project, but rather would be to allow for better design of the applicant's project and to ensure that the RDA owned lot was protected.

On May 3, 2023, the City had a follow-up discussion with a prospective developer seriously considering a project on the Adams Street lot next to the Baylake City Center. It is staff's opinion that ensuring that the minimum required easement is created will avoid having to deal with it in the future when the RDA owned lot redevelops.

RECOMMENDATION

Approval of a 30 ft. easement on Parcel 12-112 and Parcels 12-195 thru 12-206 restricting the construction of any permanent building structures, but permitting emergency vehicle access, temporary outdoor seating, temporary lighting, and temporary art work subject to final review and approval of the easement documents by the City Attorney.

FISCAL IMPACT

No immediate impact and should have a neutral or positive impact on the RDA's ability to redevelop the Adams Street lot.

ATTACHMENTS

1. Restrictive Covenant Agreement (12-30-22)
2. BLCC site plan with RDA SF for easement 1.12.23

RESTRICTIVE COVENANT
AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (the “Agreement”) entered into this ____ day of _____, 2023, by and among the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY a/k/a GREEN BAY REDEVELOPMENT AUTHORITY (the “Parcel A Owner”) and the BAYLAKE CITY CENTER CONDOMINIUM ASSOCIATION, INC., a Wisconsin non-stock corporation, HCW, LLC, a Wisconsin limited liability company, BAYLAKE FOOD COURT REAL ESTATE LLC, a Wisconsin limited liability company, SPRING LAKE CHURCH, INC., a Wisconsin non-stock corporation and 301 N. ADAMS ST LLC, a Wisconsin limited liability company (collectively, the “Parcel B Owners”).

NAME AND RETURN
ADDRESS

RECITALS:

A. Parcel A Owner is the owner of certain real property located in the City of Green Bay, Brown County, Wisconsin, as legally described on the attached Exhibit “A” and referred to in this Agreement as “Parcel A.”

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street,
Suite 200
Green Bay, WI 54301

B. Parcel B Owners are the owners of certain real property located in the City of Green Bay, Brown County, Wisconsin, as legally described on the attached Exhibit “B” and referred to in this Agreement as “Parcel B.”

Parcel Identification Numbers

C. Parcel B Owners desire that the development and use of Parcel A be restricted, for the benefit of Parcel B, over a portion of Parcel A more particularly described on the attached Exhibit “C” and referred to in this Agreement as the “Restricted Property.”

D. Parcel A Owner is willing to grant a covenant to restrict development on and use of the Restricted Property for the benefit of Parcel B and the Parcel B Owners, pursuant to the terms of this Agreement, so that Parcel B has a thirty (30) foot setback to (i) allow for future development of Parcel B, (ii) bring the building on Parcel B into compliance with applicable building codes, fire codes and other rules, regulations, laws and ordinances, and (iii) ensure adequate access for fire safety, prevention and protection, building maintenance, landscaping, temporary outdoor seating and general access to Parcel B and the buildings and improvements located thereon by the public, the Parcel B Owners and their respective tenants, guests, invitees, agents and contractors.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Restrictive Covenant. Parcel A Owner hereby covenants for the benefit of Parcel B and the Parcel B Owners, which covenant shall be a perpetual restrictive covenant running with the land, that

no building, structure, fence or improvement will be constructed or erected over, on or through the Restricted Property; provided, however, Parcel A Owner may use the Restricted Property exclusively as a ground level parking lot (the "Restrictive Covenant").

2. Covenants Run with Land. The Restrictive Covenant and all of the terms and conditions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and any Parcel B Owners and their respective successors and assigns. The specific parties named as Parcel A Owner and Parcel B Owners and their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A and Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its respective fee simple interest in Parcel A and Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership.

3. Termination. The Restrictive Covenant may only be terminated by a written instrument of termination signed by all of the then-owners of Parcel A and Parcel B, and recorded with the office of the Register of Deeds for Brown County, Wisconsin.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

5. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement, and duly recorded in the office of the Register of Deeds for Brown County, Wisconsin.

6. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change her or their address for notice by providing written notice to the other party.

7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

8. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

9. Enforcement. This Agreement may be enforced by proceedings brought at law or in equity by any person or entity (governmental or otherwise) owning Parcel A or Parcel B, or any portion thereof, against any person or entity (governmental or otherwise) violating or attempting or threatening to violate any term or condition in this Agreement, including without limitation, the Restrictive Covenant, either to restrain or prevent the violation or to obtain any other relief. If suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees, from the non-prevailing party.

Dated: _____, 2023.

PARCEL A OWNER:

REDEVELOPMENT AUTHORITY OF THE CITY OF
GREEN BAY

By: _____
_____, its _____

By: _____
_____, its _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 } SS.
COUNTY OF BROWN }

Personally came before me this _____ day of _____, 2023, the above-named
_____ and _____, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____, 2023.

PARCEL B OWNERS:

BAYLAKE CITY CENTER CONDOMINIUM
ASSOCIATION, INC.

By: _____
Paul B. Belschner, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 }SS.
COUNTY OF BROWN }

Personally came before me this ____ day of _____, 2023, the above-named Paul B. Belschner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____, 2023.

PARCEL B OWNERS:

HCW, LLC

By: _____
Paul B. Belschner, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 }SS.
COUNTY OF BROWN }

Personally came before me this ____ day of _____, 2023, the above-named Paul B. Belschner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____, 2023.

PARCEL B OWNERS:

BAYLAKE FOOD COURT REAL ESTATE LLC

By: _____
Paul B. Belschner, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 }SS.
COUNTY OF BROWN }

Personally came before me this ____ day of _____, 2023, the above-named Paul B. Belschner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____, 2023.

PARCEL B OWNERS:

SPRING LAKE CHURCH, INC.

By: _____
William Van Kirk, Pastor

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 }SS.
COUNTY OF BROWN }

Personally came before me this ____ day of _____, 2023, the above-named William Van Kirk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: _____, 2023.

PARCEL B OWNERS:

301 N. ADAMS ST LLC

By: _____
Arti JonNa, Member

ACKNOWLEDGEMENT

STATE OF _____ }
 } SS.
COUNTY OF _____ }

Personally came before me this ____ day of _____, 2023, the above-named Arti JonNa, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My commission expires: _____

This instrument was drafted by:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL A

[TO BE PROVIDED]

EXHIBIT B

LEGAL DESCRIPTION FOR PARCEL B

[TO BE PROVIDED]

EXHIBIT C

LEGAL DESCRIPTION FOR RESTRICTED PROPERTY

[TO BE PROVIDED]

THESE DRAWINGS AND SPECIFICATIONS ARE OWNED & CONTROLLED BY FISHER & ASSOCIATES, LLC. NO PART OF THESE DRAWINGS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF FISHER & ASSOCIATES, LLC. TO OBTAIN SUCH PERMISSION, CONTACT: FISHER & ASSOCIATES, LLC. 301 NORTH ADAMS STREET, SUITE 200, GREEN BAY, WI 53033. (920) 335-4444. WWW.FISHERANDASSOCIATES.COM

REVISIONS:	

FISHER & ASSOCIATES, LLC
Architects / Planners
301 NORTH ADAMS STREET, SUITE 200
GREEN BAY, WI 53033
(920) 335-4444
WWW.FISHERANDASSOCIATES.COM

PROJECT:
ADAMS STREET BUILDING
301 NORTH ADAMS STREET
CITY OF GREEN BAY

DATE	1/18/21
JOB NUMBER	20099
CHK'D BY	R.F.
DRAWN BY	R.F.

C1.0

NOTE: LOCATION OF EXISTING PROPERTY, USE, BUILDINGS, VEGETATION, EASEMENTS, UTILITIES, ETC. HAVE BEEN OBTAINED FROM THE CITY OF GREEN BAY RECORDS. FISHER & ASSOCIATES, LLC DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OF THESE RECORDS. ANY DISCREPANCIES INDICATED ON THESE DRAWINGS PRIOR TO STARTING WORK.

AREA
SITE PLAN
1" = 50'-0"

NORTH



REMOVED FOR CONSTRUCTION
11/30/22
RELEASED FOR VARIANCE
9/22/22
RELEASED FOR CONSTRUCTION BUDGET 6/20/22



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

MEETING DATE

May 9, 2023

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a planning option for a mixed-use development project at 436 S. Monroe Avenue.

BACKGROUND

The RDA owns 436 S. Monroe Avenue, which is located on the corner of Monroe Avenue and Chicago Street at the edge of downtown. It is 0.46 acres of land and an RFP was issued in 2021 with no successful project proposals as a result. It has been listed on our website as available for redevelopment with a preference for medium density housing development or mixed-use development with an emphasis on housing creation. The current land value is \$169,000.00.

Staff has received two proposals for this site.

Cherry Faith Properties, LLC proposes a 4-story mixed-use building with 33 total living units including ground floor retail space. This project aims to create jobs and housing that will house adults with intellectual disabilities and non-disabled families. This development will be a mix of market rate and affordable housing. The first floor retail space will allow some tenants in the building to be steps away from their employment. The developer has offered to purchase the parcel for \$140,000. The timeline is for groundbreaking in September 2023 with completion scheduled for August 2024.

The second proposal from GB Real Estate Investments, LLC is proposing a mixed-use development with a 10,000 SF Dollar Tree on the ground floor and 10 residential units on the 2nd floor. A 12-month planning option is being requested to secure the commitment of Dollar Tree, design, estimating and financing.

Staff recommendation on awarding a planning option will be determined at the time of meeting.

RECOMMENDATION

Approve a planning option for a mixed-use development project at 436 S. Monroe Avenue.

FISCAL IMPACT

ATTACHMENTS

1. Proposal
2. GIS Map
3. 2023.14-Site Plan & Rendering
4. GB Real Estate Investments, LLC proposal

Cherry Faith Properties, LLC

2054 S 102nd St
West Allis, WI 53227 APT 320
P: 262.665.6501

Redevelopment Authority of the City of Green Bay
100 North Jefferson, Room 608
Green Bay, WI
P: 920.448.3400
April 27, 2023

Dear Redevelopment Authority of the City of Green Bay,

Cherry Faith Properties is looking to acquire and develop a commercial multifamily project on the corner of Chicago Street and Monroe Avenue (436 S. Monroe Ave). The project involves the construction of a 4-story mixed use building totally 33- units with a ground floor retail space.

In summary, this project aims to create jobs and housing for the City of Green Bay by creating a diverse and inclusive development that will house adults with intellectual disabilities and non-disabled families. A retail first floor allows tenants in the building to be steps away from their job. While market-rate will be suitable for this development, affordability will be incorporated in this development. This project will strengthen transportation for the community and easy-to-reach trails, bike paths, and transit. Along with creating jobs and housing for mixed families, this project will generate property taxes for the City of Green Bay. The timeline for the construction of the project will begin in September 2023 and will be completed by August 2024.

The land acquisition investment requested is \$140,000. Planned sources for finances for the acquisition of the land and development will be provided by an application for Tax Increment District Affordable housing (TIDAH), HOME funds, and construction loan from Town Bank. I'm requesting a three month planning option while I gather the updated preliminary plans and renderings.

Warm Regards,

DuJuan Cherry
Developer

Cherryfaithproperties, LLC | cherryfaithproperties@gmail.com

Development team

MA Design, Inc. Architect – Ben Marshall

RODAC Development and Construction – Mike Smits

Schober & Mitchell, S.C. Attorneys – Thomas G. Schober

Lionshare Bookkeeping – Benjamin Day

Resilient Wealth Management – Carolyn Rowland



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

Part of Brown County WI

Map printed on 5/3/2023

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key



Parcel Boundary



Condominium



Gap or Overlap



"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

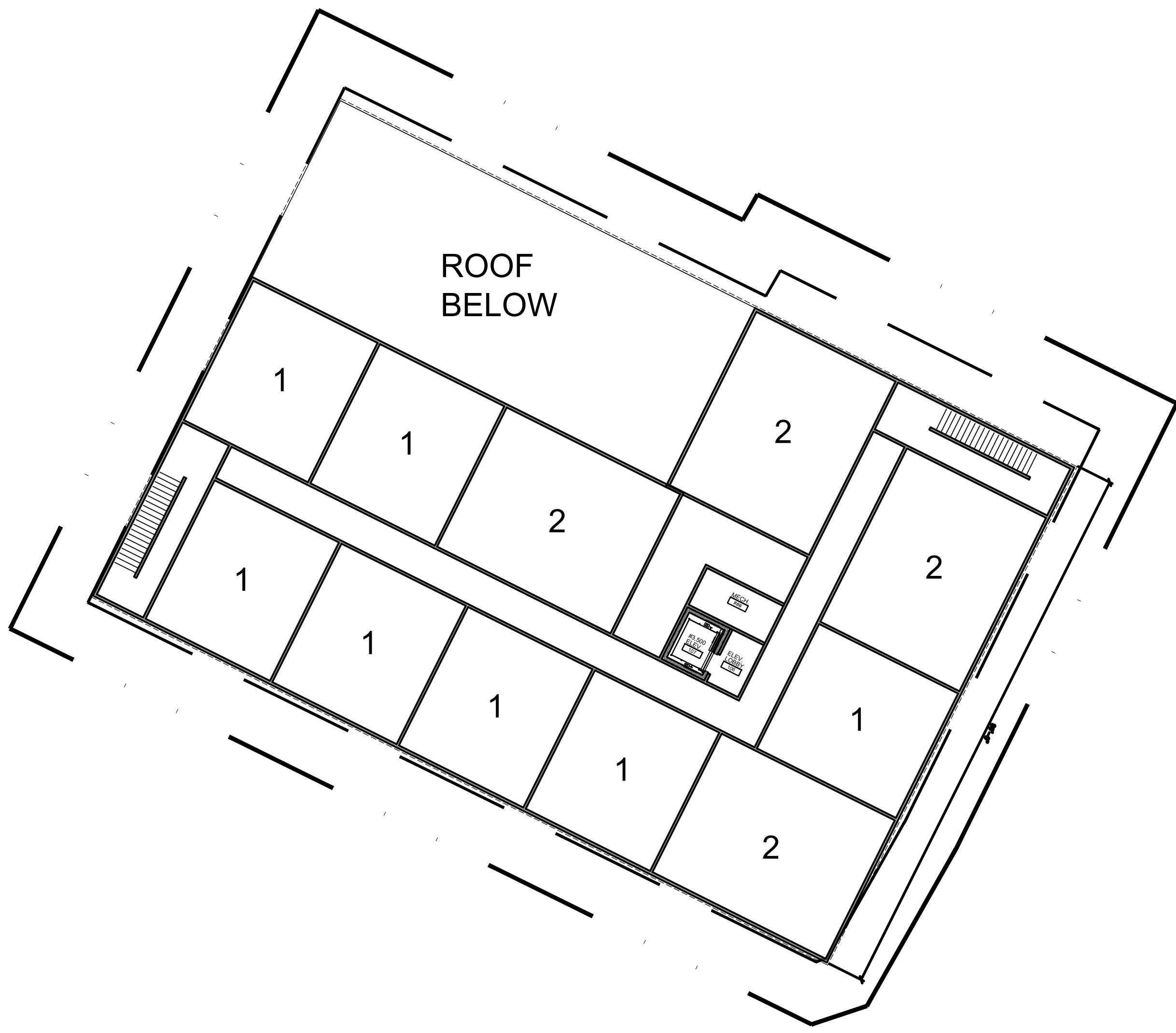
Historic Parcel Line

Vacated Right of Way

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

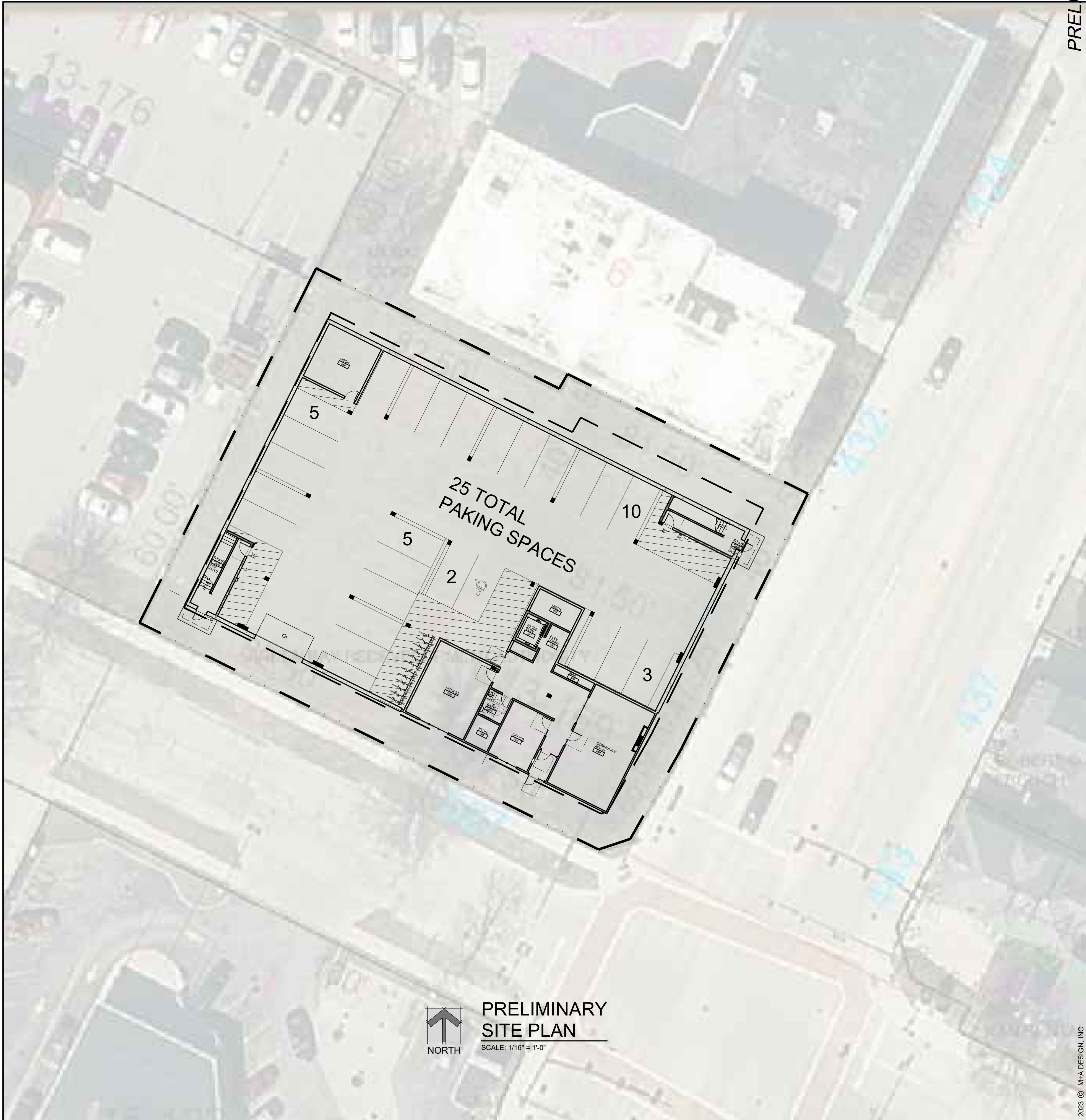


(920) 448-6480
www.browncountywi.gov



PRELIMINARY
SECOND - FOURTH FLOOR PLAN

SCALE: 1/16" = 1'-0"
(7) 1 BED UNITS
(4) 2 BED UNITS
11 UNITS PER FLOOR
(10,810 S.F. PER FLOOR)



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

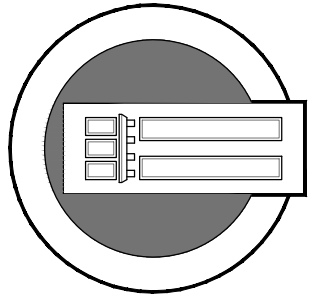
PRELIMINARY SHEET DATES:

M+A DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
l.pette@madesigninc.net (920) 922-8170

COMMONWEALTH
COMPANIES

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171



PROPOSED APARTMENTS

438 MONROE ST.
GREEN BAY, WI 54301

JOB NUMBER:	2023.14
SHEET	C1.0



PROPOSED APARTMENTS

GREEN BAY, WI



Thank you for your time!

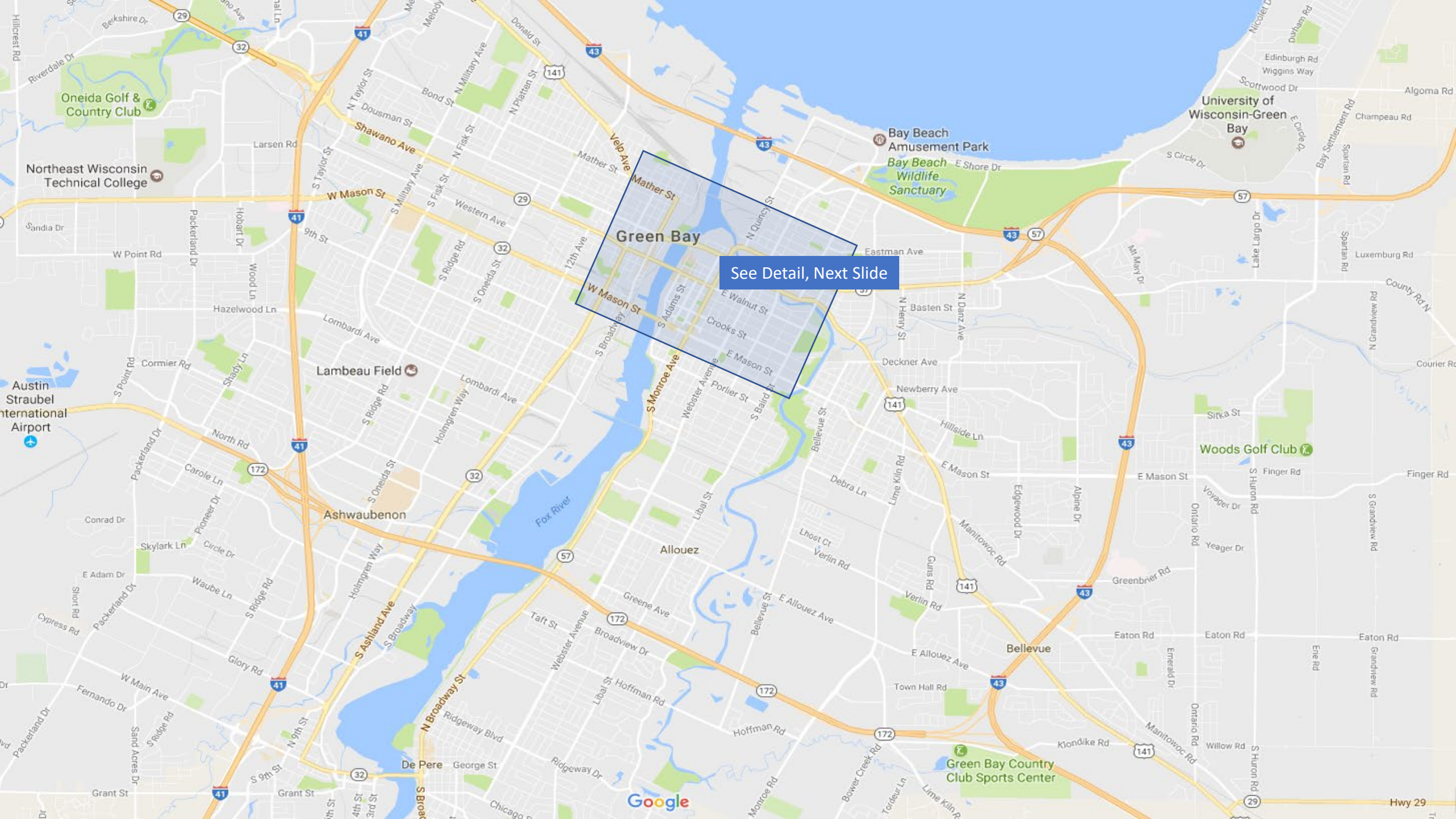
Enclosed are details for a proposed mixed-use development in downtown Green Bay at the NWC of Monroe Avenue (Hwy 54-57) & Chicago Street.

This site is a vacant, city-owned property that was formally two dilapidated residential buildings.

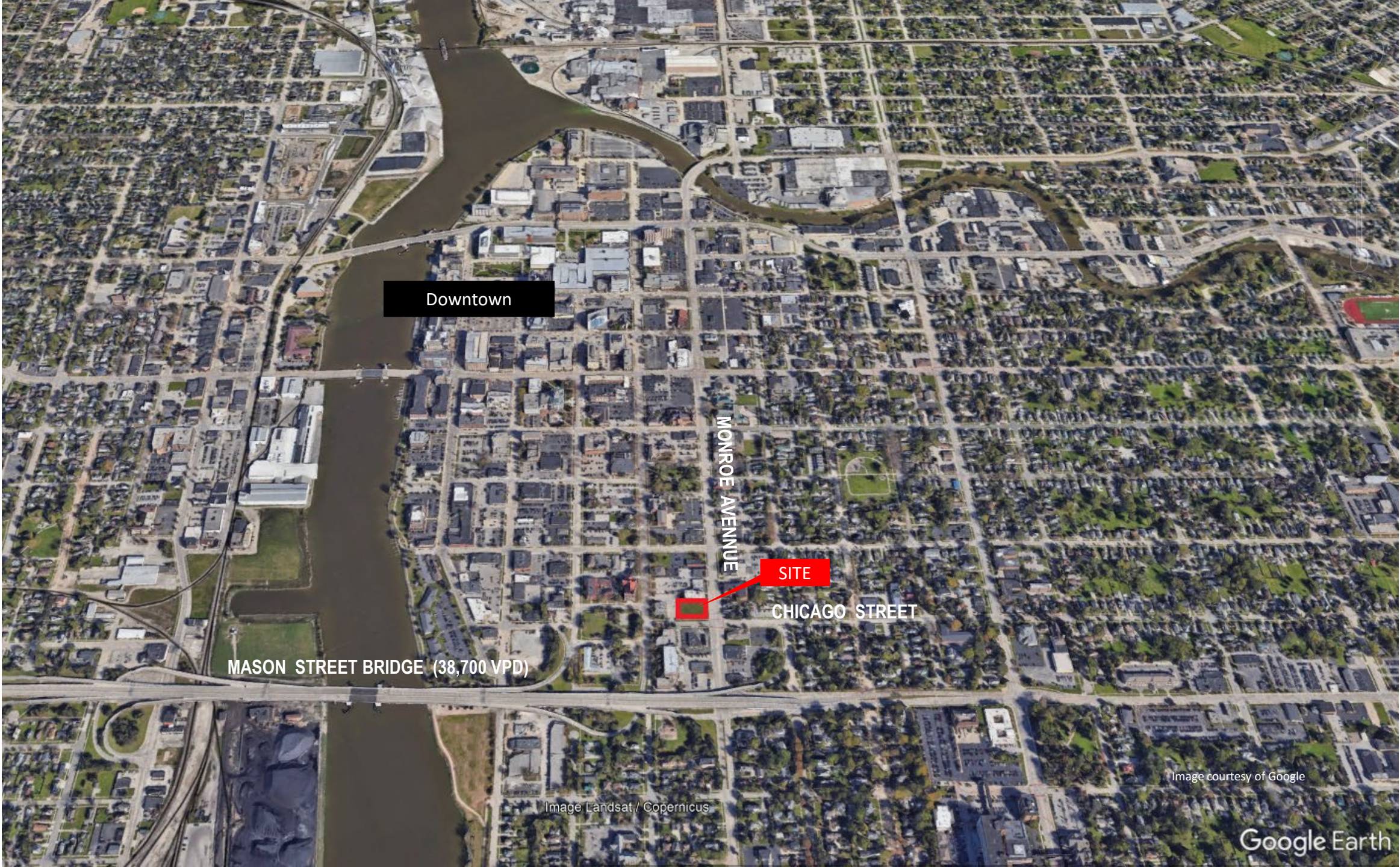
City zoning requires (and planning desires) higher density for this corner site. As such, what's proposed is a 10,000 SF Dollar Tree on the ground floor of a mixed-use building that would have 10 residential units on the 2nd floor.

Surface parking along the west side of the building would be provided. Semi deliveries as proposed would occur along the north side of the property, up against the adjacent office building to the north. Shared parking would be sought with the (new) owner of the office property to the west.

This site is located off the Mason Street Bridge with great visibility, and is walking distance to dense residential as well as Howe School, a K-8 public school.



See Detail, Next Slide



Downtown

MONROE AVENUE

SITE

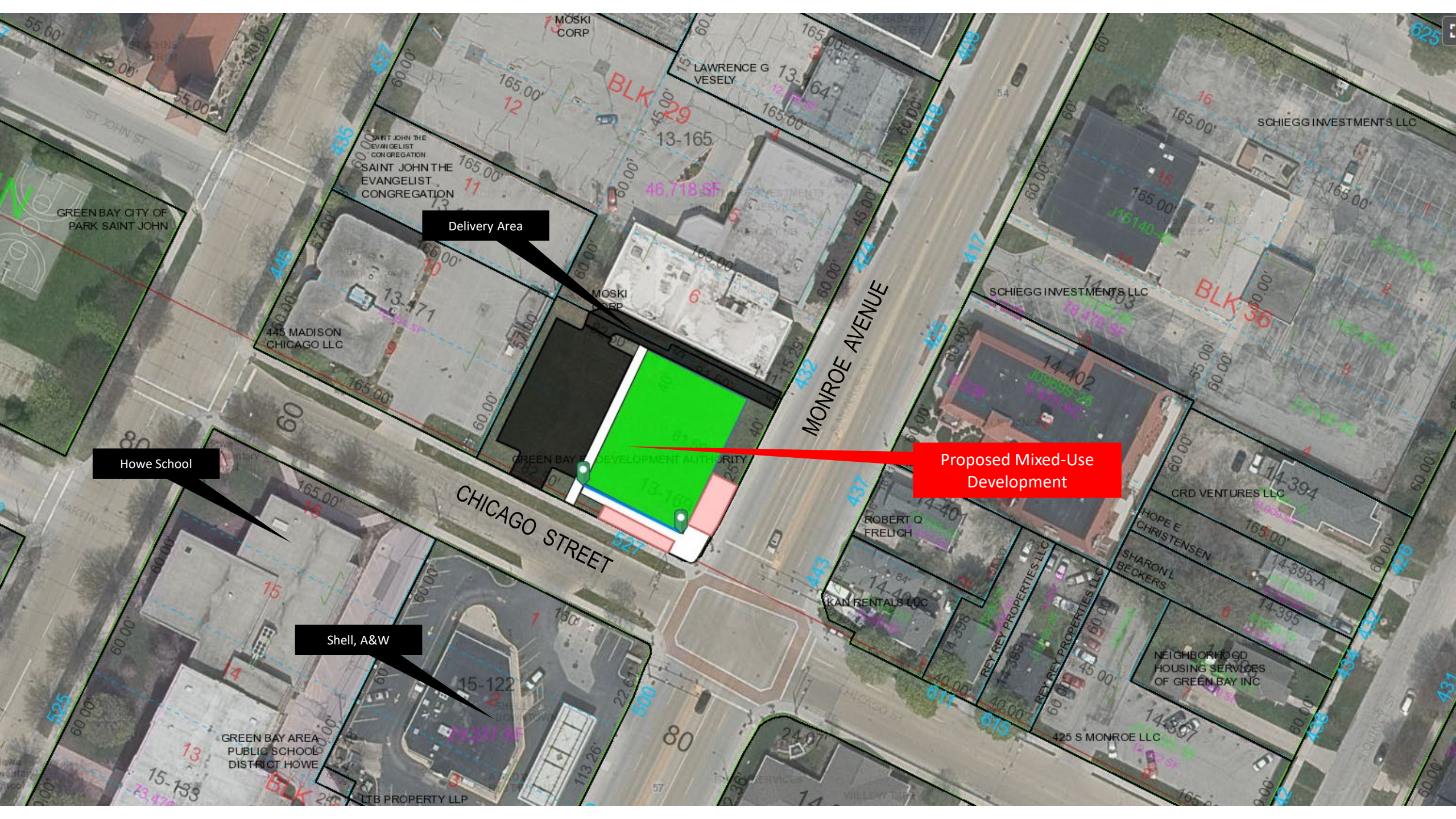
CHICAGO STREET

MASON STREET BRIDGE (38,700 VPD)

Image courtesy of Google

Image Landsat / Copernicus

Google Earth



Delivery Area

Proposed Mixed-Use
Development

Howe School

Shell, A&W



Internet examples of mixed-use buildings that would be inspiration for this opportunity.



City Request

GB Real Estate Investments, LLC, is requesting a 12-month planning option to secure the commitment of Dollar Tree to open in the ground floor retail space.

The retailer has currently submitted a Letter of Intent (LOI) for consideration, and negotiations are underway. More time would then be needed for design, estimating and financing.



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

MEETING DATE

May 9, 2023

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.3

Consideration with possible action on the approval of a subordination and assignment of the development agreement for 401 to 409 N. Broadway.

BACKGROUND

In February 2023, the applicant notified staff of their pending acquisition of 401-409 N. Broadway in Green Bay. The applicant closed the transaction on March 1 and has taken over ownership. The applicant's attorney drafted an assignment and subordination for the TIF which is signed by the applicant and the seller. The original development agreement requires that the RDA be notified of any ownership change, and the RDA must approve any assignment of the development agreement. The attached documents have been reviewed and approved by the City Attorney.

RECOMMENDATION

Approval of the assignment and subordination agreement as presented.

FISCAL IMPACT

No change in fiscal impact.

ATTACHMENTS

- I. 401 to 409 N Broadway DA Subordination and Assignment

ASSIGNMENT AND
SUBORDINATION OF
DEVELOPMENT
AGREEMENT

Document Number

Document Title

Recording Area

Drafted by and Return to:
Atty. Timothy F. Polack
Czachor Polack Borchardt, LLP
107 N. Broadway
Green Bay, WI 54303

5-882 & 5-930

Parcel Identification Number (PIN)

This Instrument Relates to Premises in:
Green Bay, Brown County, Wisconsin

ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement (this "Agreement") is made as of March 1, 2023, by and among HISTORIC RESTORIATONS, LLC, a Wisconsin limited liability company, ("Owner"), HOFFMAN HOUSE 34, LLC ("Purchaser").and THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

Recitals

A. Owner intends to transfer ownership of property identified as Parcel # 5-882 and Parcel 5-930 in Green Bay, Wisconsin, and situated on real estate legally described on Exhibit "A" attached hereto and by this reference incorporated herein, to Purchaser.

D. City has entered into a Development Agreement 16-# "Historic Hibernia House" with Owner dated August 17, 2016 (the "Development Agreement"), pursuant to which City has provided the Owner with Tax Incremental Finance ("TIF") assistance, as described in the Development Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The Recitals of this Agreement are incorporated into this Agreement as if fully set forth herein.

2. Assignment. The Owner hereby assigns to Purchaser all of the Owner's right, title and interest in, to and under the Development Agreement. City hereby consents to the foregoing assignment, including the assignment of the TIF assistance payment as provided in the Development Agreement.

3. Subordination.

a. City hereby subordinates the following provisions of the Development Agreement to the payment and performance of the Obligations to Lender: Any, Liens on the Mortgaged Property in favor of City, or rights of City in and to the Mortgaged Property.

b. Purchaser and City agree in favor of Lender that (a) in the event of the foreclosure of the Mortgage or the transfer of Owner's interest in the Mortgaged Property in lieu of such foreclosure or (b) upon the occurrence during the continuance of an Event of Default, the Development Agreement shall remain effective and in full force and effect.

4. Estoppel. Owner and City represent and warrant that (a) the Development Agreement is in full force and effect and has not been modified, amended or assigned (b) neither City nor Owner is in default under any of the terms, covenants or provisions of the Development Agreement; (c) neither City nor Owner has commenced any action or given or received any notice for the purpose of terminating the Development Agreement; (d) all fees and all other sums due and payable to City and Owner under the Development Agreement have been paid in full; and (e) a true, correct and complete copy of the Development Agreement is attached hereto as Exhibit "B".

5. Amendments; Waiver in Writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given.

6. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, as follows:

If to the Purchaser, to the Purchaser at:

Attention: Jack Pettinger
Hoffman Housse 34, LLC
PO Box 17
Green Lake, WI 54941

With copy to:
Attorney Timothy F. Polack
Czachor Polack Borchardt, LLP
107 N. Broadway
Green Bay, WI 54303

If to the Owner, to Owner at:

Historic Restorations, LLC
c/o Jeff Knutson
6897 Clow Rd.,
Winnecone, WI 54986

If to the Lender, to the Lender at:

Community First Credit Union
PO Box 1487
Appleton, WI 54912-1487

And

Historic Restorations, LLC
c/o Jeff Knutson
6897 Clow Rd.,
Winnecone, WI 54986

If to the City, to the City at:

City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

All such notices and other communications shall be deemed to have been given (i) when received, if delivered by hand, (ii) on the first Business Day after the date of sending if sent by overnight courier, or (iii) on the third Business Day after the date of mailing if mailed by certified or registered mail. Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto.

7. GOVERNING LAW

(a) THE DEVELOPMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF WISCONSIN.

8. Binding Effect; Gender. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lender. Neither Owner nor the Purchaser shall not assign its rights or duties hereunder without the written consent of the Redevelopment Authority of the City of Green Bay (RDA).

9. Counterparts; Digital Copies. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or digital copy of this signed Agreement shall be deemed to be an original thereof.

10. Severability. Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

PURCHASER:

HOFFMAN HOUSE 34, LLC
a Wisconsin limited liability company

By: 
Name: Jack Pettinger
Title: Authorized Member

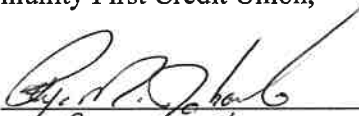
OWNER:

HISTORIC RESTORATIONS, LLC
A Wisconsin limited liability company

By: 
Name: Jeff Knutson
Title: Member

LENDER:

1st lien holder
Community First Credit Union,

By: 
Name: Ryan M. Jullander
Title: JP BUSINESS LENDING

LENDER:

2nd lien holder
Historic Restorations, LLC

By: 
Name: Jeff Knutson
Title: Member

CITY:

THE CITY OF GREEN BAY,
a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel # 5-882 :

Parcel 5-930:

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 62537

Parcel I:

Lots Seven (7), Eight (8), Nine (9) and the South 12 feet of Lot Ten (10), according to the recorded Plat of Elmore's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel II:

Lot One (1) of Volume 6 Certified Survey Maps, Page 519, Map No. 1654, as Document No. 873073; said Map being all of Lots Forty-four (44), Forty-five (45) and Forty-six (46), according to the recorded Plat of Elmore's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

EXHIBIT "B"
DEVELOPMENT AGREEMENT

See attached.



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

MEETING DATE

May 9, 2023

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.4

Consideration with possible action on the collateral assignment of the development agreement for a development at the Railyard (Parcel 5-1757) between DDL Holdings, LLC, the City of Green Bay, and the Redevelopment Authority of the City of Green Bay to Capital Credit Union.

BACKGROUND

The applicant is pursuing additional financing related to the further development of the Railyard, and their lending institution is requiring that the revenues to be achieved through future TIF assistance be used as collateral for the current financing request. This action requires RDA approval. The collateral assignment has been reviewed and approved by the City Attorney.

RECOMMENDATION

Approval of the collateral assignment of the development agreement as presented.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

- I. Collateral Assignment of Development Agreement (clean 4-20-23)

COLLATERAL ASSIGNMENT
OF DEVELOPMENT
AGREEMENT

Document Number

Document Name

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment") is made as of _____, 2023, by DDL HOLDINGS, LLC ("Borrower"), a Wisconsin limited liability company, having a mailing address of 340 North Broadway, Suite 460, Green Bay, Wisconsin 54303, CAPITAL CREDIT UNION ("Lender"), a Wisconsin chartered credit union, with an office at 825 Morris Avenue, Green Bay, Wisconsin 54304, the CITY OF GREEN BAY, WISCONSIN ("City"), a Wisconsin municipal corporation, with an office at 100 North Jefferson Street, Green Bay, Wisconsin 54301, and the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), a redevelopment authority created by the City, with an office at 100 North Jefferson Street, Green Bay, Wisconsin 54301.

Recording Area

Name and Return Address:

Mr. Mark Bartels
One Law Group, S.C.
2181 S. Oneida Street
Green Bay, WI 54304

5-1757

Parcel Identification Number(s)

RECITALS:

A. Borrower, City and RDA have entered into the Development Agreement, whereby Borrower is making improvements to the Property in return for the payment of TIF Incentives from the City and RDA.

B. In connection with the Development Agreement, Lender is providing financing to Borrower in the form of the Loan as evidenced by the Note and other Loan Documents.

C. Borrower desires to secure payment and performance of the Obligations by granting Lender the security described in this Assignment.

AGREEMENT:

NOW, THEREFORE, to induce Lender to make the Loan to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definitions. Capitalized terms as used herein shall have the following meanings:

a. "Development Agreement" means that certain Development Agreement dated December 1, 2017, between Borrower, City and RDA, as amended, restated, replaced,

supplemented, or otherwise modified from time to time. A complete copy of the Development Agreement is attached hereto as Exhibit A. The Development Agreement was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on December 18, 2017, as Document No. 2810590.

b. “Loan” means a loan from Lender to Borrower in the original principal amount of \$7,600,000.00, as evidenced by the Note and other Loan Documents.

c. “Loan Documents” includes this Assignment, the Loan Agreement, the Note, the Mortgage, the Assignment of Leases and Rents, the Environmental Indemnity Agreement, the Guaranty of Completion, the Guaranty of Payment, and all other agreements, documents, and instruments which now or hereafter evidence or secure the payment and performance of the Obligations, and any amendments, modifications, or substitutions of or for the foregoing.

d. “Note” means that certain Promissory Note dated as of the date hereof, executed by Borrower and made payable to the order of Lender in the amount of the Loan, as amended, restated, replaced, supplemented, or otherwise modified from time to time.

e. “Obligations” means all present and future indebtedness, obligations, covenants, undertakings and liabilities of Borrower to Lender of any kind (including the Loan and other amounts due under the Loan Documents or otherwise, including all principal, interest, premiums, fees, charges, costs, and expenses, including reasonable attorneys’ fees and expenses), individually or with others, joint or several, direct or indirect, absolute or contingent, liquidated or disputed, due or to become due, however evidences, however created (including directly, by assignment, transfer, pursuant to law, or by operation of law), whether or not same are from time to time reduced or extinguished and later increased or incurred, and whether or not presently contemplated by Borrower and Lender on the date of this Assignment.

f. “Project” is the real estate development project described in the Development Agreement.

g. “Property” means the real property and improvements located at 540 (formerly part of 520) North Broadway in the City. The Property is legally described in Exhibit B.

h. “TIF Incentives” means all project grants, future project grants, PAYGo reimbursements, additional incentives, and all other payments, grants, benefits and financial incentives from the City and RDA to Borrower under the Development Agreement, including, but not limited to, Article III, Paragraphs B,1, B.2, B.3, B.4, B.5, and E.

2. Collateral Assignment of Development Agreement and TIF Incentives. As security for the payment and performance of the Obligations, Borrower does hereby transfer, assign, deliver, and grant a continuing security interest to Lender in all of Borrower’s right, title, and interest in and to the Development Agreement and the TIF Incentives. If Borrower defaults in any of its

Obligations to Lender under the Loan Documents, upon notice to City and RDA, Lender shall be entitled to succeed to the rights, title and interest of Borrower in, to and under the Development Agreement and/or to receive all TIF Incentives otherwise due Borrower by, through or from the City and RDA under the Development Agreement, as Lender then requests. Lender's security interest shall continually exist until the Obligations have been fully paid and performed.

3. Advances Prohibited. Borrower shall not request or receive any advance of any TIF Incentives.

4. Payment of TIF Incentives. If Borrower defaults in any of the Obligations, upon written notice to the City and RDA by Lender, Lender shall be entitled to succeed to the rights of Borrower under the Development Agreement to receive all other TIF Incentives due Borrower. Borrower directs the City and RDA to pay all other TIF Incentives to Lender upon written notice from Lender to the City and RDA that an event of default has occurred in connection with the Obligations.

5. Notices. The City and RDA agree that any notice they may deliver to Borrower in connection with the Development Agreement, including, without limitation, any notice of termination or default, shall be simultaneously copied and delivered to Lender.

6. Right to Cure Defaults. In the event Borrower is in default under its obligations under the Development Agreement, Borrower, City and RDA agree that Lender shall have the right, but not the obligation, to take such action as it deems necessary and appropriate to cure such default. The City and RDA shall not exercise any remedies, including, without limitation, termination of the Development Agreement, without giving at least thirty (30) days' prior written notice to Lender. Nothing herein shall operate or be construed to obligate Lender to perform any of the terms, covenants or conditions contained in the Development Agreement.

7. Succession. If Borrower defaults in any of the Obligations, upon written notice to the City and RDA by Lender, Lender shall be entitled to succeed to all of the rights and responsibilities of Borrower under the Development Agreement provided Lender cures all defaults of Borrower to the reasonable satisfaction of the City and RDA. Lender may assign the rights and obligations under the Development Agreement to a third-party purchaser after foreclosure so long as the City and RDA consent to the transfer, which consent will not be unreasonably withheld, conditioned, or delayed.

8. Indemnification Obligation of Borrower.

a. City and RDA. Borrower shall hold harmless, indemnify, and defend the City and RDA from and against any demands, damages, costs, fees, including reasonable attorneys' fees, awards, judgments, and all other sums due or claimed to be due and relating to the making of any payment or any part of any payment by the City and RDA to Lender after demand by Lender for receipt of payment.

b. Lender. Borrower shall hold harmless, indemnify, and defend Lender from and against any demands, damages, costs, fees, including reasonable attorneys' fees, awards, judgments, that Lender may or shall incur or which may or shall be asserted against

Lender under, arising from, or otherwise related to the Development Agreement.

9. Reliance. If Lender makes demand for payment or to succeed to the right, title, and interest of Borrower in, to or under the Development Agreement, City and RDA may presume, without investigation or any obligation to conduct any investigation or inquiry, that Borrower is in default of its obligations to Lender. Borrower shall have no right to contest with the City and RDA any such claim by Lender, all such recourse being exclusively to Lender. Borrower shall have no right to reimbursement or recoupment of any payment made by the City and RDA to Lender pursuant to a demand for a payment by Lender under this Assignment.

10. No Modification without Lender Consent. Until the Obligations have been fully paid and performed, Borrower, City and RDA agree that the Development Agreement will not be modified without the written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Representations. Borrower, City and RDA represent and warrant to Lender as follows:

a. The Development Agreement is in full force and effect.

b. There are no material defaults under the Development Agreement on the part of any party thereto; except, however, certain dates and deadlines, as currently referenced in the Development Agreement, for certain tasks and action items to be performed or achieved, including, without limitation, deadlines for Borrower to achieve certain minimum assessed values for the Project, have expired and the parties to the Development Agreement are in the process of amending the Development Agreement to extend such dates and deadlines.

c. There has been no prior sale, assignment, transfer, mortgage, pledge, or encumbrance of the Development Agreement or the TIF Incentives.

12. Covenants of Borrower. Until full payment and performance of the Obligations, Borrower agrees that, unless Lender otherwise consents in writing:

a. Borrower will not assign, transfer, mortgage, pledge, or otherwise encumber the Development Agreement or the TIF Incentives (other than in favor of Lender).

b. Borrower will perform and observe, or cause to be performed and observed, all of the terms, covenants, and conditions on its part to be performed and observed with respect to the Development Agreement.

c. Borrower will not make, permit, or consent to any default or breach of covenant or any modification in terms or conditions that would entitle any other person to a discharge or excuse from any liability or obligation under the Development Agreement but will at all times take proper steps to enforce all of the terms and conditions of the Development Agreement.

d. Borrower will not directly or indirectly amend, modify, cancel, terminate, or accept any surrender or rescission of the Development Agreement.

e. Borrower will promptly furnish to Lender, on demand, true copies of each document effecting the renewal, amendment, or modification of the Development Agreement.

f. Borrower will execute such other and further documents and instruments, issue such notices, and take such further actions as Lender may request to implement the provisions of this Assignment and to perfect and protect Lender's interest in the Development Agreement. Without limiting the foregoing at Lender's request, Borrower shall: (1) serve notices on other persons concerning this Assignment; and (2) secure such further written consents to this Assignment as Lender may from time to time request.

g. Borrower will give immediate notice to Lender of any notice of default served upon Borrower with respect to the Development Agreement.

13. Cost of Curing Default. Lender may elect to cure any default of Borrower under the Development Agreement, and the costs of curing the default, including reasonable attorneys' fees and other expenses incurred by Lender in curing the default, shall be added to the sums owned by Borrower under the Loan.

14. Release. Upon full payment and complete performance of all Obligations, Lender shall, upon request, execute and deliver to Borrower, City and RDA a release of this Assignment.

15. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

- a. If to Borrower: DDL Holdings, LLC, Attention: Paul B. Belschner, Managing Member, 340 North Broadway, Suite 460, Green Bay, WI 54303, Email: pbelschner@basecompaniesllc.com.
- b. If to Lender: Capital Credit Union, Attention: Mark D. Hoefs, Vice President Commercial Lending, 825 Morris Avenue, Green Bay, WI 54304, Email:

markh@capitalcu.com.

- c. If to City: City of Green Bay, Attention: City Clerk, 100 North Jefferson Street, Green Bay, WI 54301, Email: _____.
- d. If to RDA: Redevelopment Authority of the City of Green Bay, Attention: Executive Director, 100 North Jefferson Street, Green Bay, WI 54301, Email: _____.

17. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof.

18. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

19. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Assignment.

22. Governing Law. All matters arising out of or relating to this Assignment shall be governed by and construed under the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

23. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

24. Construction. This Assignment shall be construed to its fair meaning. Defined terms apply in both singular and plural forms. Paragraph titles are for convenience of reference only. The term “and/or” means that either or all of the things mentioned may be affected or involved. Unless

otherwise specified, days are measured in calendar days.

25. Severability. The invalidity or unenforceability of a provision of this Assignment shall not affect another provision.

26. Authority. Each person signing below on behalf of a party represents and warrants he or she is signing with full and complete authority to bind the party on whose behalf he or she is signing to every term of this Assignment.

[SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

LENDER:
CAPITAL CREDIT UNION

By: _____
Name: Mark D. Hoefs
Title: Vice President Commercial Lending

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this ____ day of _____, 2023, the above-named MARK D. HOEFS, Vice President Commercial Lending of Capital Credit Union, a Wisconsin chartered credit union, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President Commercial Lending of Capital Credit Union, and acknowledged that he executed the foregoing instrument as such Vice President Commercial Lending as the deed of Capital Credit Union, by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

CITY:
CITY OF GREEN BAY

By: _____
Name: Eric Genrich
Title: Mayor

Attest: _____
Name: Celestine Jeffreys
Title: City Clerk

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2023, the above-named ERIC GENRICH, Mayor of the City of Green Bay, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of the City of Green Bay, and acknowledged that he executed the foregoing instrument as such Mayor as the deed of the City of Green Bay, by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2023, the above-named CELESTINE JEFFREYS, Clerk of the City of Green Bay, to me known to be the person who executed the foregoing instrument, and to me known to be such Clerk of the City of Green Bay, and acknowledged that she executed the foregoing instrument as such Clerk as the deed of the City of Green Bay, by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

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

By: _____
Name: Gary Delveaux
Title: Chair

Attest: _____
Name: Neil Stechschulte
Title: Executive Director

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2023, the above-named GARY DELVEAUX, Chairperson of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument, and to me known to be such Chairperson of the Redevelopment Authority of the City of Green Bay, and acknowledged that he executed the foregoing instrument as such Chairperson as the deed of the Redevelopment Authority of the City of Green Bay, by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2023, the above-named NEIL STECHSCHULTE, Executive Director of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument, and to me known to be such Executive Director of the Redevelopment Authority of the City of Green Bay, and acknowledged that she executed the foregoing instrument as such Executive Director as the deed of the Redevelopment Authority of the City of Green Bay, by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

THIS INSTRUMENT WAS DRAFT BY:

Attorney Mark A. Bartels

One Law Group, S.C.

2181 S. Oneida Street

Green Bay, WI 54304

(920) 336-5766

EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Lot One (1), Certified Survey Map No. 9123, as Document No. 2881435; said map being all of Lot Eighteen (18), according to the recorded Plat of Larsen Green, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel II:

Ingress and Egress Easement as created by Cross-Easement Agreement, dated December 20, 2019 and recorded January 14, 2020, as Document No. 2888250 and corrected by Affidavit of Correction recorded February 7, 2020 as Document No. 2890859 and as amended and restated in Amended and Restated Cross-Easement Agreement recorded November 2, 2021 as Document No. 2982833.

APN: 5-1757

EXHIBIT B
COPY OF DEVELOPMENT AGREEMENT



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

May 9, 2023

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.5

Consideration with possible action on a development agreement with Gorman & Company for financial assistance for a development on University Avenue (Parcel 21-1249-1-3).

BACKGROUND

This development agreement will outline the conditions, terms, and obligations of Gorman and Company ("Developer"), the City of Green Bay, and the Redevelopment Authority of the City of Green Bay. The project location is University Avenue (Parcel 21-1249-1-3). This project was brought forward by the applicant to replace the project that was being proposed for 216 S. Military Avenue.

The Bay City Lofts project is a four-story multi-family apartment building with ground floor resident amenities and surface level parking. A total of 48 affordable housing apartments are planned, including one-, two-, and three-bedroom apartments, including two-story three-bedroom townhomes. Each townhome includes its own exterior entry as well as an accessible entry from within the building.

First-floor amenities include a community room, a fitness room, on-site management, bike storage, and a secure parcel holding room. An office is provided in partnership with Lutheran Family Services, which also has direct access to the community room for events.

The primary façade of the building fronts University Avenue with access to the site from both University Avenue and Rothe Street. The exterior is a combination of brick, metal panel, and cement board siding. Second and third story bumpouts provide additional articulation along the front and rear elevations. A vertical masonry element also provides building identity and signage.

The surface parking lot provides 60 parking stalls and a secure trash and recycling outdoor enclosure. Indoor and outdoor bike storage is also provided.

The project site is being developed in a vacant lot, providing new activity and life to the corner of University Avenue and Rothe Street.

PUD Zoning for the site was approved by the Common Council on Tuesday, May 2, 2023.

Site development summary:

Site area: 1.84 acres
Dwelling units: 48
Density: 33 units per acre
Building height: 4 stories
Apartment unit mix

One-bedroom units 13
Two-bedroom units 24
Three-bedroom units 1
Three-bedroom townhomes 10
Total units: 48

Parking
Surface spaces 60
Total spaces: 60

Bicycle Parking
Exterior 6
Interior 16
Total: 22

The applicant is reporting an approximate \$1.5 million gap on the project, and is requesting a combination of TIF assistance, HOME funds, and an ARPA loan. Staff is reviewing the request and working to determine the best way to assemble the financial assistance package.

A draft of the proposed development agreement and the recommended amounts of assistance being considered for each funding stream will be presented at the RDA meeting.

RECOMMENDATION

Approval of the development agreement subject to final review by the City Attorney and the Finance Director.

FISCAL IMPACT

Proposed TIF assistance will be on a Pay Go basis. Proposed funds from HOME and APRA have adequate fund availability to support the financial need demonstrated by the project.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 9, 2023

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # F.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2023
2. Check Report

Redevelopment Authority
Financial Report
CDBG
4/30/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing		28,000.00	-	8,000.00	-	20,000.00
Public Services		164,698.03	-	33,602.86		131,095.17
CDBG Eligible Areas HILP Program		249,375.49	4,000.00	-	150,400.00	102,975.49
CDBG Eligible Areas Public Facilities and Infrastructure		182,343.74	-	-	-	182,343.74
CDBG Eligible Areas-Beautification/Art		137,054.77	-	-	-	137,054.77
Economic Development		600,451.38	175,737.82	26,294.54	-	749,894.66
ED Façade & Demo Loans		65,484.08	-	13,367.85	-	52,116.23
Administration		176,573.81	-	83,974.98	-	92,598.83
	\$ -	\$ 1,603,981.30	\$ 179,737.82	\$ 165,240.23	\$ 150,400.00	\$ 1,468,078.89

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Business Improvement Districts		1,455.78	-	-	-	1,455.78
Broadband		124,693.39	-	30,851.20	-	93,842.19
Rental/Mortgage Assistance Program LMI		114,948.04	-	-	-	114,948.04
	\$ -	\$ 241,097.21	\$ -	\$ 30,851.20	\$ -	\$ 210,246.01

Redevelopment Authority
Financial Report
HOME
04/30/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program		881,944.35	65,213.06	111,195.25	383,861.48	452,100.68
CHDO Projects		288,000.00	-	-	-	288,000.00
Housing Development Projects		1,067,892.03	-	36,408.98	670,500.00	360,983.05
Administration		144,118.97	7,245.90	25,061.70		126,303.17
HOME-ARP Admin		97,410.80	-	-	-	97,410.80
	\$ -	\$ 2,479,366.15	\$ 72,458.96	\$ 172,665.93	\$ 1,054,361.48	\$ 1,324,797.70

City of Green Bay RDA
Check Register
April-23

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21672	04/26/2023	BROWN COUNTY TREASURER	4,000.00
21673	04/26/2023	CITY OF GREEN BAY	24,754.99
21674	04/26/2023	GREATER GREEN BAY HABITAT FOR HU	12,908.98
21675	04/26/2023	HOUSE OF HOPE GREEN BAY, INC.	3,373.10
21676	04/26/2023	NEIGHBOR-WORKS GREEN BAY	7,635.00
			<u>\$ 52,672.07</u>