AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JULY 11, 2023, 1:30 PM

City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

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

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

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the July 11, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the June 13, 2023 and June 22, 2023, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action to appoint Cheryl Renier-Wigg as interim Secretary for the Redevelopment Authority.

2. Consideration with possible action on finalizing the ARPA (SLFR) Large Scale Affordable Housing Loan documents for City East Apartments, LLC.

3. Consideration with possible action to approve a subordination agreement for the City East Apartments, LLC project upon review and approval by the City Attorney.

4. Consideration with possible action on issuing an ARPA (SLFR) Large Scale Affordable Housing Loan to Gorman & Company's Bay City Lofts project.

5. Consideration with possible action on the HOME request by Bay City Lofts, LLC for the development located at parcel 21-1249-1-3.

6. Consideration with possible action to approve a utility easement for the installation of an electric facility adjacent to the Golden House on University Avenue.

7. Consideration with possible action to approve a planning option for Parcel 7-709-1 on University Avenue for the development of multi-family rental housing.

8. Consideration with possible action to approve a 30-day extension of planning option for 1162 Day Street and 1164 Day Street for the development of two single-family homes to NeighborWorks Green Bay.

9. Consideration with possible action on a change order for professional services from Stantec Consulting Services related to construction administration for the Shipyard redevelopment in the amount of $37,650.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: August 8, 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.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.1

Consideration with possible action to appoint Cheryl Renier-Wigg as interim Secretary for the Redevelopment Authority.

BACKGROUND

RECOMMENDATION

To approve Cheryl Renier-Wigg as interim Secretary of the Redevelopment Authority.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Will Peters

AGENDA ITEM # E.2

Consideration with possible action on finalizing the ARPA (SLFR) Large Scale Affordable Housing Loan documents for City East Apartments, LLC.

BACKGROUND

At the July 22nd special meeting of the RDA, the RDA was presented with proposed mortgage document and mortgage note document with loan terms. The RDA made a motion to have staff finalize the documents and present them at the July 11th RDA meeting for final consideration. Attached are the finalized documents for the RDA's consideration.

RECOMMENDATION

To approve the finalized ARPA (SLFR) Large Scale Affordable Housing Loan documents for City East Apartments, LLC.

FISCAL IMPACT

ATTACHMENTS

1. Modified Document ARPA-MORTGAGE NOTE-City East- 1165 E Walnut-FINAL-RDA
2. Modified Document ARPA-Mortgage-CityEast-FINAL-RDA

Document Number

LARGE SCALE AFFORDABLE HOUSING PROGRAM

LOAN AGREEMENT AND MORTGAGE NOTE

As an applicant for the Large Scale Affordable Housing Program Loan for certain real estate ("Property") located at: 1165 E. Walnut Street, Green Bay, Wisconsin and more fully described as:

PARCEL NUMBER: 14-198 (for 2024); 14-195 – 14-202 (for 2023)

PLAT OF NAVARINO LOTS 748 THRU 753, City of Green Bay, East side of Fox River, Brown County, Wisconsin

the development and construction of which is to be financed by Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") through the Redevelopment Authority of the City of Green Bay ("Holder"), the undersigned ("Borrower") hereby acknowledges and agrees as follows:

1. Subject to the terms and conditions of this Agreement, Holder agrees to provide a loan to Borrower, in an amount of $300,000.00 Three Hundred Thousand and No/100 Dollars) (the "Loan").

2. All proceeds of the Loan shall be used for the development and construction of a 43- unit affordable housing project commonly known as the City East Apartments in Green Bay, Wisconsin (the "Project").

3. This Loan shall be evidenced this Loan Agreement and Mortgage Note ("Mortgage Note") from Borrower to Holder of even date herewith and will be secured by a Real Estate Mortgage of even date therewith (the "Mortgage") on the Property.

4. The Borrower, jointly and severally if more than one, promises to pay to the Holder the principal sum of the Loan in the amount Three Hundred Thousand and no/100 Dollars ($300,000.00) plus interest at the rate of 2.0% per annum, compounded annually and starts the first of the month following the disbursement of all loan funds, in immediately available funds in twenty (20) installments, each equal to the "Payment Amount" as defined below, commencing on May 1 of the first year that is at least 2 years following the certificate of occupancy issuance date for the Project and continuing annually on each May 1 thereafter through May 1, 2044, plus a final installment of all outstanding principal plus accrued interest no later than December 31, 2044 ("Maturity Date"). For example, if the certificate of occupancy is issued in December 2024, the first annual payment would be on due on May 1, 2027.

5. The entire outstanding balance of the Loan, if not sooner paid or declared to be due in accordance with the terms hereof, together with any other amounts due and payable hereunder or under any of the documents evidencing or securing the Loan, shall be due on or before the "Maturity Date."

6. Borrower shall make payments of accrued interest and principal on the annual installment due dates of to the extent of the lesser of (i) eighteen thousand three hundred forty-seven dollars and 2/100 ($18,347.02) the "Payment Amount"; or (ii) "Surplus Cash" available to repay the Loan. The remaining unpaid principal balance together with accrued interest thereon shall be due in full at the Maturity Date. "Surplus Cash" shall mean the aggregate amount of Borrower's cash income received during the prior calendar year less

all operating expenses paid by Borrower in the prior calendar year, all debt service paid by Borrower with respect to loans that are senior to the Loan, all deferred development fee payments by Borrower, all amounts due and owing to Borrower's investor member pursuant to Borrower's Amended and Restated Operating Agreement, dated on or about the date hereof (including, without limitation, tax credit deficiency payments, federal income tax payments, tax credit adjusters, investor services or asset management fees, and repayment of investor loans), all amounts funded by Borrower into its replacement reserve, operating reserve, or other reserves required by Borrower's investor member or senior lender, and all amounts due and owing to Borrower's managing member pursuant to Borrower's Amended and Restated Operating Agreement (including repayment of incentive management fees and managing member loans).

7. Borrower shall use the proceeds of the Loan solely in connection with the construction and development of the Project. The Loan proceeds may be used for any costs associated with the acquisition or construction of the Project ("Eligible Costs"). Grantor shall achieve completion of construction of the Project before December 31, 2024.

8. Provided Borrower is not in default under the terms of the Loan Documents, Loan proceeds will be disbursed to the Borrower within fifteen (15) business days of receipt by Holder of a drawdown request and copies of invoices for Eligible Costs (as hereinafter defined) reasonably satisfactory to Holder. The amount requested shall be limited to the amount needed for payment of Eligible Costs. Holder shall retain five percent (5%) of the Loan proceeds until the Project is substantially complete and Borrower provides Holder with a certificate of substantial completion from the Project architect and a copy of a certificate of occupancy allowing the Project to be occupied for its intended use. Disbursements may not be requested until needed for payment of Eligible Costs. Holder shall have right to disapprove any disbursement request not in accordance with this Agreement and Holder may adjust the disbursement of proceeds accordingly. Disbursements shall be made only to Borrower. Holder shall not be responsible for the disbursements of Loan proceeds to subcontractors or any other eligible payees.

9. Holder reserves the right, after reasonable notice, to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with this Mortgage Note. Borrower shall provide reasonable access to the Property during normal working hours, provided that such access shall not disrupt construction of the Project.

10. Notwithstanding anything to the contrary in this Mortgage Note or other Loan Documents, Holder, by making the Loan or by any action pursuant to this Mortgage Note or the other Loan Documents, is not and shall not be deemed to be a partner of joint venture with Borrower.

11. Borrower warrants that Borrower has record title to or an equitable interest in the Property.

12. Borrower shall be subject to following the rules and regulations of Federal Register 31 CFR Part 35 Final Rule, to the extent applicable. In further, Borrower hereby acknowledges and agrees to be subject to and participate with a third-party financial audit if applicable in accordance with the rules and requirements of the U.S. Treasury.

13. Borrower acknowledges that the Project is expected to be eligible for low-income housing credit (LIHTC) under section 42 of the Internal Revenue Code of 1986 (the "Code").

14. Borrower acknowledges and agrees the Project shall maintain its status as a qualified affordable housing for not less than 20 years from the date the certificate of occupancy is issued ("Affordability Period")

15. If at any time during the "Affordability Period" the Project becomes non-compliant, including if such Project ceases to satisfy the requirements to be a "qualified low-income housing project" (as defined in section 42(g) of the Code), or if such project fails to comply with any of the requirements of the "extended low-income housing commitment" that Borrower may be a party to as described in section 42(h)(6)(B)(i)-(iv) of the Code, the Loan shall become payable and due in full to the Holder. For purposes of this Mortgage Note, and notwithstanding anything to the contrary in this Mortgage Note, if Borrower is in compliance with the affordability provisions of Section 42 of the Code for the entire Affordability Period, then it shall be deemed to have been in compliance with this Agreement.

16. Borrower acknowledges and understands that any false statement or misrepresentation made in connection with this Loan and Mortgage Note may subject the Borrower to criminal and civil penalties under United States and Wisconsin law.

17. Borrower acknowledges and agrees that as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Code).

18. If Borrower fails to pay any installment payable hereunder within days after it becomes due or if any other default, including a default under any security for this Mortgage Note, is not cured within days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Mortgage Note, unless prohibited by law.

19. In the event of any prepayment, this Mortgage Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Mortgage Note.

20. Reserved.

21. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deterioration or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Holder has released proceeds for such purposes. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation of the completion of such repair or restoration.

22. Borrower shall maintain Property in compliance with applicable housing and zoning codes. Borrower shall maintain hazard insurance and flood insurance if so required for the Property and shall keep current and promptly pay all property tax payments for the life of the loan.

23. Holder or its agent may make reasonable entries upon and inspection of the Property. If it has reasonable cause, Holder may inspect the interior of the improvements on the Property. Holder shall give Borrower a 12 hour notice prior to such an interior inspection specifying such reasonable cause (or such longer period if required by applicable landlord/tenant laws).

24. Borrower agrees to defend, indemnify and hold harmless the officers, members, and employees of the Holder from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising or in any way resulting from performance under any agreement relating to the Large Scale Affordable Housing Program.

25. Any and all notices directed to be given pursuant to the terms of this Note so shall be given in writing and delivered by registered or certified mail, return receipt requested or by personal delivery to the address set forth below:

IF TO RDA:

The Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

IF TO BORROWER:

City East Apartments, LLC
c/o MF Housing Partners, LLC
Attn: Marissa Downs
3912 North Lightning Drive
Appleton, Wisconsin 54913

With copies to:

Reinhart Boerner Van Deuren s.c.
Attn: Joseph D. Shumow
22 East Mifflin Street, Suite 700
Madison, Wisconsin 53703

ONB Community Equity, LLC
Attn: Mike Harbaugh
5200 Cascade Road, S.E.
Grand Rapids, Michigan 59546-6402

Applegate Thorne-Thomsen
Attn: Warren Wenzloff
425 South Financial Place, Suite 1900
Chicago, Illinois 60605

Wisconsin Housing and Economic Development Authority
Attn: Legal

908 East Main Street, Suite 501
Madison, Wisconsin 53703

26. This Mortgage Note is a nonrecourse obligation of Borrower and its members.

27. The occurrence of any event that is described in this Mortgage Note as a "default" (including any events that with the passage of time would be a "default") are referred to herein as an "Loan Default." Notwithstanding anything to the contrary in any of the Loan Documents, should Borrower fail to pay any principal and interest payment when due under the Loan Documents, such failure shall not constitute a Loan Default, unless Borrower has not fully cured such failure by the tenth (10th) day after delivery of written notice by Lender to Borrower. Unless a longer time for cure is provided in the Loan Documents, no Loan Default shall occur arising out of any event that relates to a non-monetary default or a non-regular monetary payment occur, unless the Borrower has not fully cured such default by the thirtieth (30th) calendar day after delivery of written notice by Lender to the Borrower, unless such default is not susceptible to cure within such thirty (30) day period, in which case, so long as Borrower has commenced a cure and is diligently pursuing the same, Borrower shall have an additional ninety (90) days to cure such default before the same constitutes a Loan Default.

This Note is secured by____.

Dated________________________________.

______________________________(SEAL) ______________________________ (SEAL)
* *

GUARANTY

The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.

Dated________________________________.

GUARANTOR:

______________________________(SEAL) ______________________________(SEAL)
* *

Document Number	**MORTGAGE** Document Name	

Know all men, that City East Apartments, LLC, a Wisconsin limited liability company, "Mortgagor," hereby mortgages to the Redevelopment Authority of the City of Green Bay , "Mortgagee" to secure payment of $ Three Hundred Thousand and NO/100ths Dollars ($300,000.00) evidenced that certain Large Scale Affordable Housing Program Loan Agreement and Mortgage Note ("Mortgage Note") dated as of the date hereof, executed by City East Apartments, LLC, a Wisconsin limited liability company , to Mortgagee, and any extensions, renewals and modifications of the Mortgage Note and refinancings of the indebtedness evidenced by the Mortgage Note on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address

City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Parcel Identification Number (PIN

DESCRIPTION

Lots 748, 749, 750, 751, 752, and 753, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

ADDRESS

1165 Walnut Street, Green Bay, Wisconsin 54301

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE**. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting those matters listed in Exhibit A (“Permitted Exceptions”).

b. **FIXTURES**. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES**. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage, other than the Permitted Exceptions, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES**. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Mortgage Note secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE**. Unless otherwise provided in the Mortgage Note secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor, with copies to Mortgagor's senior lender and investor member as set forth in the Mortgage Note, specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES**. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY**. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **WAIVER**. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

7. **MORTGAGEE MAY CURE DEFAULTS**. In the event of any default by Mortgagor of any kind under this Mortgage or the Mortgage Note secured by this Mortgage, Mortgagee (or Mortgagee's senior lender or investor member, on Mortgagee's behalf) may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Mortgage Note secured by this Mortgage and shall constitute a lien upon the Property.

8. **CONSENT REQUIRED FOR TRANSFER**. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Mortgage Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage

and the Mortgage Note it secures.

9. **ENVIRONMENTAL PROVISION**. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws") except in compliance with Environmental Laws; (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property except as disclosed in environmental reports provided to the City and excepting conditions that exist prior to the date hereof during which the City/Mortgagee owned the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks except as disclosed in environmental reports provided to the City; (d) except as disclosed in environmental reports provided to the City, there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **SINGULAR; PLURAL**. As used herein, the singular shall include the plural and any gender shall include all genders.

11. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY**. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Mortgage Note secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

12. **INVALIDITY**. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

13. **MARITAL PROPERTY STATEMENT**. Any individual Mortgagor who is married represents that the Mortgage Note evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

14. **TRANSFERS PERMITTED**. Notwithstanding anything to the contrary contained in the Mortgage, the following shall be permitted without consent and shall not constitute a default under the Mortgage or Mortgage Note (together, the "Loan Documents"): (i) the transfer of any membership interest in the Mortgagor in accordance with the terms of the its Amended and Restated Operating Agreement, dated on or about the date hereof ("Borrower's Operating Agreement"), (ii) the removal and replacement of the managing member of the Mortgagor in accordance with the Borrower's Operating Agreement, (iii) easements to utilities and others necessary or convenient for the development of the Property as an affordable housing project, (iv) leases of residential units at the Property with residential tenants, and (v) leases with any party providing supportive services or similar services to any of the residential tenants of the Property or members of the surrounding community.

15. **NOTICE AND CURE RIGHTS**. The occurrence of any event that is described in the Mortgage as a "default" (including any events that with the passage of time would be a "default") are referred to herein as an "Loan Default." Notwithstanding anything to the contrary in any of the Loan Documents, should Borrower fail

to pay any principal and interest payment when due under the Loan Documents, such failure shall not constitute a Loan Default, unless Borrower has not fully cured such failure by the tenth (10th) day after delivery of written notice by Lender to Borrower. Unless a longer time for cure is provided in the Loan Documents, no Loan Default shall occur arising out of any event that relates to a non-monetary default or a non-regular monetary payment occur, unless the Borrower has not fully cured such default by the thirtieth (30th) calendar day after delivery of written notice by Lender to the Borrower, unless such default is not susceptible to cure within such thirty (30) day period, in which case, so long as Borrower has commenced a cure and is diligently pursuing the same, Borrower shall have an additional ninety (90) days to cure such default before the same constitutes a Loan Default.

16. **SECTION 42 AND FORECLOSURE**. If the Property was assisted by federal tax credits, and in the event that it is determined that Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (as amended, the "Code") is applicable to the Lender, and in the event that Lender were to take ownership of the Project as a result of a foreclosure, Lender by accepting the Mortgage agrees that it will comply with the three-year extended use requirement as specified therein.

17. **SENIOR LOANS**. By accepting this Mortgage, Lender agrees that this Mortgage is subordinate in all respects to any mortgage recorded prior to the Mortgage, including the mortgage secured by Wisconsin Housing and Economic Development Authority (the "Senior Mortgage"). Lender further agrees that in the event Borrower refinances any of the loans secured by any of the Senior Mortgage, this Mortgage will be subordinate to any mortgage or other security interest granted to the lender(s) in any such refinancing(s), and Lender agrees to execute and deliver any and all subordination agreements reasonably requested by such lender(s) in connection therewith. The foregoing terms shall be binding upon any party to whom Lender may assign its rights under this Mortgage.

18. **NONRECOURSE**. This Mortgage secured a Mortgage Note, which is a nonrecourse obligation of Mortgagor and its members.

19. **APPROVAL OF CONDOMINIUM STRUCTURE AND RELEASE OF CONDOMINIUM UNIT**. Lender hereby acknowledges and agrees that the Property will be subjected to a condominium form of ownership, pursuant to a declaration of condominium and a condominium plat, forms of which have been shared with Lender as of the date hereof. Lender acknowledges that the Property is contemplated to contain two units: an affordable housing development (the "Housing Unit") and commercial space intended for Brown County United Way (the "BCUW Unit"). Lender will cooperate in good faith to (a) permit the Property to be subjected to the condominium form of ownership, including, without limitation, by executing such documents, as Lender, that may be reasonably required and (b) release the BCUW Unit from its lien. The parties agree and acknowledge that Lender has administrative obligations with respect to approval of condominiums its role as a municipal corporation and nothing herein is intended to waive, limit, or bind Lender in such capacity.

Dated as of July _____, 2023.

City East Apartments, LLC, a Wisconsin limited liability company
By: City East Apartments MM, LLC, its Managing Member
By: MF Housing Partners, LLC, its Manager
By: Nonscareil Management, LLC, its Manager

By:_________________________________(SEAL)
Marissa Downs, Manager
_________________________________(SEAL)

ACKNOWLEDGMENT

State of Wisconsin
______ County. Personally came before me this ______day of July, 2023, the above named Marissa Downs, as Manager of Manager of Manager of Managing Member of City East Apartments, LLC. To me known to be the person who executed the foregoing instrument and acknowledge the same.

____

____
Notary Public, State of Wisconsin
My commission expires

____

THIS INSTRUMENT WAS DRAFTED BY

____
The Redevelopment Authority of the City of Green Bay

EXHIBIT A

PERMITTED EXCEPTIONS

1. **Easements, restrictions and other matters shown on the Plat of Nararino.**
2. **[Land Use Restriction Agreement for Low-Income Housing Tax Credits] in favor of Wisconsin Housing and Economic Development Authority.**
3. **[Land Use Restriction Agreement for Capital Magnet Funds] in favor of Wisconsin Housing and Economic Development Authority.**
4. **[Land Use Restriction Agreement] in favor of Wisconsin Housing and Economic Development Authority.**
5. **[Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing] in favor of Wisconsin Housing and Economic Development Authority.**
6. **[Mortgage] in favor of CCP Grant Lender, LLC.**

[LIST TO BE CONFIRMED PRIOR TO CLOSING/UPON PRODUCTION OF TITLE PROFORMAS]

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.3

Consideration with possible action to approve a subordination agreement for the City East Apartments, LLC project upon review and approval by the City Attorney.

BACKGROUND

Report to be presented at meeting.

RECOMMENDATION

To approve a subordination agreement for the City East Apartments, LLC development project upon review and approval by the City Attorney.

FISCAL IMPACT

ATTACHMENTS

1. Subordination Agreement (ARPA) - Draft - WON - 06 27 2023

Document Number	Subordination Agreement Document Title	

Recording Area

Name and Return Address

Legal Services
Wisconsin Housing and Economic
Development Authority
908 East Main Street, Suite 501
Madison, Wisconsin 53703

Parcel Identification Number (PIN)
See Exhibit A attached

This Instrument was drafted by:

Matthew D. Fortney, General Counsel
Wisconsin Housing and Economic Development Authority
908 East Main Street, Suite 501
Madison, Wisconsin 53703

Loan No. 111112
Master ID No. 70091

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "**Agreement**") is made and entered into as of ____________, ____, by and among (i) WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic, whose address is 908 East Main Street, Suite 501, Madison, Wisconsin 53703("**Senior Lender**"), (ii) CITY OF GREEN BAY, a Wisconsin municipal corporation, whose address is ***Address of Subordinate Lender Entity*** ("**Subordinate Lender**"), and (iii) CITY EAST APARTMENTS, LLC, a Wisconsin limited liability company, whose address is c/o Mosaic Development, LLC, 3912 North Lighting Drive, Appleton, Wisconsin 54913 ("**Borrower**").

RECITALS

A. Senior Lender has made or is making a loan (the "**First Mortgage Loan**") to Borrower in the original aggregate principal amount of $8,169,054.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "**First Mortgage**") on a 43-unit multifamily rental housing development, and a commercial space that shall be used in such a manner as to qualify as a community service facility under Section 42 of the Internal Revenue Code, located in the City of Green Bay, Brown County, Wisconsin (the "**Mortgaged Property**"). The Mortgaged Property is more fully described in Exhibit A attached hereto. Borrower's obligation to repay the First Mortgage Loan is evidenced by five (5) Multifamily Notes dated of even date herewith (the "**First Mortgage Note**").

B. Subordinate Lender has made a subordinate loan to Borrower in the amount of $300,000.00 (the "**Subordinate Loan**"). The Subordinate Loan is secured by, among other things, a mortgage lien against the Mortgaged Property.

C. At the request of Borrower, Senior Lender has agreed to permit Subordinate Lender to maintain the Subordinate Loan and the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Senior Lender, Subordinate Lender, and Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "**control**" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph of this Agreement and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which Senior Lender is not open for business.

"**Default Notice**" means: (a) a copy of the written notice from Senior Lender to Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from Subordinate Lender to Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"**First Mortgage Loan Default**" means the occurrence of an "**Event of Default**" as such term is defined in the First Mortgage Loan Documents.

"**First Mortgage Loan Documents**" means the First Mortgage Note, Land Use Restriction Agreement, and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"**Land Use Restriction Agreement**" means those certain Land Use Restriction Agreements of even date herewith by and between Senior Lender and Borrower, as may be amended from time to time:

i. Land Use Restriction Agreement for Low-Income Housing Tax Credit;
ii. Land Use Restriction Agreement for Capital Magnet Funding;
iii. Land Use Restriction Agreement for Housing Trust Funds; and
iv. Land Use Restriction Agreement (general funding).

"**Person**" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"**Senior Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement or any other Person who becomes the legal holder of the First Mortgage Note after the date of this Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means:

i. the Subordinate Note;
ii. the Subordinate Mortgage;
iii. ________; and
iv. all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan, including but not limited to the following: [LIST ALL OTHER SUBORDINATE LOAN DOCUMENTS].

"**Subordinate Mortgage**" means collectively the following documents encumbering all or a portion of the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender caused to be recorded among the applicable land records before this Agreement:

i. ________; and
ii. ________.

"**Subordinate Note**" means collectively:

i. ________; and
ii. ________.

all issued by Borrower to Subordinate Lender, or other, to evidence the Subordinate Loan.

2. Subordinate Note.

Borrower represents and warrants to Senior Lender that Senior Lender has been provided with a true, correct and complete copy of the Subordinate Note.

3. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Relationship of Borrower to Subordinate Lender and Senior Lender. Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(b) Term. The term of the Subordinate Note ends on _____________, ____.

4. Terms of Subordination.

(a) Agreement to Subordinate. Senior Lender and Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage, Land Use Restriction Agreement, and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights. Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage and the Land Use Restriction Agreement.

(c) Payments Before First Mortgage Loan Default. Until Subordinate Lender receives a Default Notice of a First Mortgage Loan Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After First Mortgage Loan Default. Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the First Mortgage Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 4 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior

Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to Borrower, without Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. Subordinate Lender shall deliver to Senior Lender a Default Notice within five Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) Subordinate Lender's Exercise of Remedies. If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, commencing any enforcement or foreclosure action under the Subordinate Mortgage, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has obtained the express written permission of Senior Lender [; provided, however, Subordinate Lender shall be entitled to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions in the Subordinate Loan Documents] ***Please include the foregoing language if the Subordinate Loan Documents includes a Non-WHEDA LURA or something similar.***

(c) Cross Default. Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such First Mortgage Loan Default.

6. Default Under First Mortgage Loan Documents.

(a) Notice of Default and Cure Rights. Senior Lender shall deliver to Subordinate Lender a Default Notice within five Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the First Mortgage Loan Documents, subject to the provisions of this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default within 60 days following the date of such notice; provided, however, that Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the First Mortgage Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the First Mortgage Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any First Mortgage Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

7. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the First Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any First Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covers the same subject matter:

(a) Protection of Security Interest. Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the First Mortgage remains a lien on the Mortgaged Property the following provisions shall apply:

(i) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(ii) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

9. Modification or Refinancing of First Mortgage Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the First Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the First Mortgage Loan, the First Mortgage Note, the First Mortgage, the First Mortgage Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

10. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "**notices**" and referred to singly as a "**notice**") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:	SUBORDINATE LENDER:
Wisconsin Housing and Economic Development Authority 908 East Main Street, Suite 501 P.O. Box 1728 Madison, Wisconsin 53701-1728 Attention: Legal Services	City of Green Bay ***Address of Subordinate Lender Entity*** Attention: ***Individual Signing for Subordinate Lender Entity***

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

(b) No Partnership or Joint Venture. Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law; Consent to Jurisdiction and Venue.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, ("**Wisconsin**"), without giving effect to conflicts of laws principles.

(ii) Borrower and Subordinate Lender agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in Wisconsin. The state and federal courts and authorities with jurisdiction in Wisconsin shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. Borrower and Subordinate Lender irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[Signature and Acknowledgement Pages Follow.]

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

SENIOR LENDER:

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

By:___________________________________
Shreedhar Ranabhat
Director, Commercial Lending

SUBORDINATE LENDER:

CITY OF GREEN BAY
a Wisconsin municipal corporation

By:___________________________________
Name (printed):_____________________
Title:______________________________

BORROWER:

CITY EAST APARTMENTS, LLC
a Wisconsin limited liability company

By: CITY EAST MANAGING MEMBER, LLC
a Wisconsin limited liability company
Its Managing Member

By: MF HOUSING PARTNERS, LLC
a Wisconsin limited liability company
Its Manager

By: MOSAIC DEVELOPMENT, LLC
a Wisconsin limited liability company
Its Manager

By:______________________________________
Marissa Downs
Sole Member

[Acknowledgement page follows.]

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

This Subordination Agreement was acknowledged before me on ____________________, ____, by Shreedhar Ranabhat, as Director, Commercial Lending of the Wisconsin Housing and Economic Development Authority.

____
Ian Halwig
Notary Public, State of Wisconsin
My Commission expires: March 15, 2025

STATE OF WISCONSIN)
) SS
COUNTY OF ____________)

This Subordination Agreement was acknowledged before me on ____________________, ____, by ______________________, as ____________________ of City of Green Bay.

____
*____
Notary Public, State of Wisconsin
My Commission expires: ______________________
*print name

STATE OF WISCONSIN)
) SS
COUNTY OF ____________)

This Subordination Agreement was acknowledged before me on ____________________, ____, by Marissa Downs, as Sole Member of Nonscareil Management, LLC, as Manager of MF Holdings, LLC, as Manager of City East Managing Member, LLC, as Managing Member of City East Apartments, LLC.

____
*____
Notary Public, State of Wisconsin
My Commission expires: ______________________
*_print name_

Loan No. 111112
Master ID No. 70091

EXHIBIT A

Legal Description

(Insert legal description and parcel ID number here)

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Will Peters

AGENDA ITEM # E.4

Consideration with possible action on issuing an ARPA (SLFR) Large Scale Affordable Housing Loan to Gorman & Company's Bay City Lofts project.

BACKGROUND

Gorman & Company's Bay City Lofts is being proposed for a 1.8 acre site that was a former gas station, and includes a 4-story multi-family residential building with some first-floor office space to facilitate an agreement with Lutheran Family Services to provide services to the community. The proposed project includes the development of 48 residential units (13 one-bedroom units, 24 two-bedroom units, 1 three-bedroom unit, and 10 three-bedroom townhouse units). Ground floor space includes common spaces for residents, private residences, and office space for Lutheran Family Services.

This project was originally proposed for Military Avenue but not approved at this site by City Council. The developer was able to find this new site and was successful in retaining the WHEDA tax credits for this project.

To aid in filling a financial gap, the developer is requesting an ARPA (SLFR) Large Scale Affordable Housing loan of $450,000. The terms of the loan are a 2% interest rate and a term of 20 years.

RECOMMENDATION

To issue an ARPA (SLFR) Large Scale Affordable Housing Loan to Gorman & Company's Bay City Lofts project in the amount of $450,000 with the terms proposed by staff and RDA.

FISCAL IMPACT

ATTACHMENTS

1. Bay City Lofts - ARPA Mortgage-FINAL-RDA
2. Bay City Lofts - ARPA Note and Loan Agreement-Final-RDA

Document Number	**MORTGAGE** Document Name	

This document was drafted by:

____

Recording Area

Name and Return Address

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

See Exhibit A
Parcel Identification Number (PIN

Know all men, that Bay City Lofts, LLC, a Wisconsin limited liability company "Mortgagor," hereby mortgages to the Redevelopment Authority of the City of Green Bay, "Mortgagee" to secure payment of Four Hundred Fifty Thousand and NO/100ths Dollars $450,000.00 evidenced by a Large Scale Affordable Housing Program Loan Agreement and Mortgage Note between Mortgagor and Mortgagee dated as of the date of this Mortgage (the "Mortgage Note"), dated as of the date hereof, executed by Bay City Lofts, LLC, a Wisconsin limited liability company, to Mortgagee, and any extensions, renewals and modifications of the Mortgage Note and refinancings of the indebtedness evidenced thereby on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"): See Exhibit A.

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE**. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting those matters listed in Exhibit B ("Permitted Exceptions").

b. **FIXTURES**. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES**. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, and subject to the rights of superior lenders, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage, other than Permitted Exceptions, and to comply with all **laws**, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Mortgage Note secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Mortgage Note secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

7. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or the Mortgage Note secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be

repaid by Mortgagor with interest at the rate then in effect under the Mortgage Note secured by this Mortgage and shall constitute a lien upon the Property.

8. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Mortgage Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Mortgage Note it secures.

9. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws") except in compliance with Environmental Laws; (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property except as disclosed in environmental reports provided to the City; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components or underground storage tanks except as disclosed environmental reports provided to the City; (d) except as disclosed in environmental reports provided to the City, there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

11. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants

of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Mortgage Note secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

12. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

13. **RIDER.** The Rider to Mortgage (the "Rider") attached hereto is incorporated herein by reference. In the event of a conflict between the terms of the Rider and the other terms of this Mortgage, the terms of the Rider shall control.

[SIGNATURE PAGE FOLLOWS]

MORTGAGOR SIGNATURE PAGE TO MORTGAGE

BAY CITY LOFTS, LLC

By Bay City Lofts MM, LLC, its managing member

By GEC Bay City Lofts, LLC, its manager

By Gorman & Company, LLC, its manager

By: ______________________________
Michael Redman, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this ________ day of ________________ 2023, the above named Michael Redman , as Secretary of Gorman & Company, LLC, manager of GEC Bay City Lofts, LLC, manager of Bay City Lofts MM, LLC, managing member of BAY CITY LOFTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, ________________ County, Wisconsin
My Commission Expires _________________________

RIDER TO MORTGAGE

This Rider to Mortgage (this “Rider”) is incorporated into and made part of the Mortgage to which it is attached (the “Form”), by and between Bay City Lofts, LLC, a Wisconsin limited liability company (“Borrower”) and the City of Green Bay, a municipal corporation (“Lender”).

1. Definitions. All capitalized terms used herein shall have the same meaning as defined in the Mortgage, unless otherwise defined in this Rider.

2. Inconsistency. To the extent there is any inconsistency between the Mortgage, and this Rider, this Rider shall control.

3. Transfers Permitted. Notwithstanding anything to the contrary contained in the Mortgage, the following shall be permitted without consent and shall not constitute a default under the Mortgage or Mortgage Note (together, the “Loan Documents”: (i) the transfer of any membership interest in the Borrower in accordance with the terms of the Borrower’s Operating Agreement, (ii) the removal and replacement of the managing member of the Mortgagor in accordance with the Borrower’s Operating Agreement, (iii) easements to utilities and others necessary for the development of the Property as an affordable housing project, (iv) leases of residential units at the Property with residential tenants, and (v) leases with any party providing supportive services or similar services to any of the residential tenants of the Property or members of the surrounding community.

4. Notice and Right to Cure Defaults. The occurrence of any event that is described in the Mortgage as a “default” (including any events that with the passage of time would be a “default”) are referred to herein as an “Loan Default.” Notwithstanding anything to the contrary in any of the Loan Documents, should Borrower fail to pay any principal and interest payment when due under the Loan Documents, such failure shall not constitute a Loan Default, unless Borrower has not fully cured such failure by the tenth (10th) day after delivery of written notice by Lender to Borrower. Unless a longer time for cure is provided in the Loan Documents, no Loan Default shall occur arising out of any event that relates to a non-monetary default or a non-regular monetary payment occur, unless the Borrower has not fully cured such default by the thirtieth (30th) calendar day after delivery of written notice by Lender to the Borrower, unless such default is not susceptible to cure within such thirty (30) day period, in which case, so long as Borrower has commenced a cure and is diligently pursuing the same, Borrower shall have an additional ninety (90) days to cure such default before the same constitutes a Loan Default.

5. Additional Notice and Cure Rights. Borrower’s investor member, CREA Bay City Lofts, LLC, a Delaware limited liability company, and CREA SLP, LLC, an Indiana limited liability company, its successors and/or assigns (“Investor Member”) shall have the right, but not the obligation, to cure Borrower defaults on the same terms as Borrower. Lender agrees that any cure of any default by Borrower hereunder or under any of the Loan Documents made or tendered by Investor Member shall be deemed to be cured by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Investor Member shall have the same time period to cure a default under this Mortgage as is granted to Mortgagor.

6. Notices. All notices to Borrower party relating to any purported Loan Default shall be given in the manner set forth in writing and delivered to the following addresses or such other addresses designated by the parties in accordance with the terms of this section, and such notices will be deemed effective when actually received by the party to whom the notice is sent:

Bay City Lofts, LLC
c/o Gorman & Company, LLC
Attn: President
200 N. Main St.
Oregon, Wisconsin 53575

With a copy to:

Reinhart Boerner Van Deuren S.C.
Attention: Stephen Elliott
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

And a copy to Investor Member at:

CREA Bay City Lofts, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204
Attn: Asset Management

7. Section 42 and Foreclosure. If the Property was assisted by federal tax credits, and in the event that it is determined that Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (as amended, the "Code") is applicable to the Lender, and in the event that Lender were to take ownership of the Project as a result of a foreclosure, Lender by accepting the Mortgage agrees that it will comply with the three-year extended use requirement as specified therein.

8. Senior Loans. By accepting this Mortgage, Lender agrees that this Mortgage is subordinate in all respects to any mortgage recorded prior to the Mortgage, including those secured by the Associated Mortgage and IFF Mortgage (as identified in Exhibit B) (collectively, the "Senior Mortgages"). Lender further agrees that in the event Borrower refinances any of the loans secured by any of the Senior Mortgages, this Mortgage will be subordinate to any mortgage or other security interest granted to the lender(s) in any such refinancing(s), and Lender agrees to execute and deliver any and all subordination agreements reasonably requested by such lender(s) in connection therewith. The foregoing terms shall be binding upon any party to whom Lender may assign its rights under this Mortgage.

Exhibit A

Legal Description of Property

Lot 1 of Certified Survey Map No. 5146, recorded April 3, 1996 in Volume 33 of Certified Survey Maps on pages 272-274, as Document No. 1492295, corrected by Affidavit recorded April 18, 1996 as Document No. 1494748, said map being part of Government Lots 2 and 3, and part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of the Fox River, County of Brown, State of Wisconsin.

For informational purposes only:

Tax Key Number: 21-1249-1-3

Exhibit B

Permitted Exceptions

[Confirm with Final Title Commitment and Documents to be recorded ahead of this at Closing]

LARGE SCALE AFFORDABLE HOUSING PROGRAM
LOAN AGREEMENT AND MORTGAGE NOTE

Document Number

Document Title

Recording Area

This Instrument should be returned to:

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

21-1249-1-3

Parcel Identification Number(s) (PIN)

This document was drafted by:

____

As an applicant for the Large Scale Affordable Housing Program Loan for certain real estate ("Property") located at: 2510 University Avenue, Green Bay, Wisconsin and more fully described in Exhibit A attached hereto, the development and construction of which is to be financed by Coronavirus State and Local Fiscal Recovery Funds through the Redevelopment Authority of the City of Green Bay, ("Holder"), the undersigned ("Borrower") hereby acknowledges and agrees as follows:

1. Subject to the terms and conditions of this Agreement, Holder agrees to provide a loan to Borrower, in an amount of Four Hundred Fifty Thousand and No/100 Dollars ($450,0000.000) (the "Loan").

2. All proceeds of the Loan shall be used for the development and construction of a 48- unit affordable housing project commonly known as the Bay City Lofts Apartments in Green Bay, Wisconsin (the "Project").

3. This Loan shall be evidenced this Loan Agreement and Mortgage Note ("Mortgage Note") from Borrower to Holder of even date herewith and will be secured by a Mortgage of even date therewith (the "Mortgage", and together with this Mortgage Note, the "Loan Documents") on the Property.

4. The Borrower, jointly and severally if more than one, promises to pay to the Holder the principal sum of the Loan in the amount Four Hundred Fifty Thousand and no/100 Dollars ($450,000.00) plus interest at the rate of 2.0% per annum, compounded annually and starting the first of the month following the disbursement of all loan funds, in immediately available funds in twenty (20) installments, each equal to the "Payment Amount" as defined below, commencing on May 1 of the first year that is at least 2 years following the date a certificate of occupancy is issued for the Project and continuing annually on each May 1 thereafter through May 1, 2044, plus a final installment of all outstanding principal plus accrued interest no later than December 31, 2044 ("Maturity Date"). For example, if a certificate of occupancy is issued in December 2024, the first annual payment would be due on May 1, 2027.

5. The entire outstanding balance of the Loan, if not sooner paid or declared to be due in accordance with the terms hereof, together with any other amounts due and payable hereunder or under any of the documents evidencing or securing the Loan, shall be due on or before the Maturity Date.

6. Borrower shall make payments of accrued interest and principal on the annual installment due dates to the extent of the lesser of (i) Twenty Seven Thousand Five Hundred Forty Five and 41/100 Dollars ($27,545.41) "Payment Amount" or (ii) "Surplus Cash" available to repay the Loan. The remaining unpaid principal balance together with accrued interest thereon shall be due in full at the Maturity Date. "Surplus Cash" shall mean the aggregate amount of Borrower's cash income received during the prior calendar year less all operating expenses paid by Borrower in the prior calendar year, all debt service paid by Borrower with respect to loans that are senior to the Loan, all deferred development fee payments by Borrower, all amounts due and owing to Borrower's investor member pursuant to Borrower's Amended and Restated Operating Agreement, dated on

or about the date hereof (including, without limitation, tax credit deficiency payments, federal income tax payments, tax credit adjusters, investor services or asset management fees, and repayment of investor loans), all amounts funded by Borrower into its replacement reserve, operating reserve, or other reserves required by Borrower's investor member or senior lender, and all amounts due and owing to Borrower's managing member pursuant to Borrower's Amended and Restated Operating Agreement (including repayment of incentive management fees and managing member loans).

7. Borrower shall use the proceeds of the Loan solely in connection with the construction and development of the Project. The Loan proceeds may be used for any costs associated with the acquisition or construction of the Project ("Eligible Costs"). Grantor shall achieve completion of construction of the Project before December 31, 2024.

8. Provided Borrower is not in default under the terms of the Loan Documents, Loan proceeds will be disbursed to the Borrower within fifteen (15) business days of receipt by Holder of a drawdown request and copies of invoices for Eligible Costs (as hereinafter defined) reasonably satisfactory to Holder. The amount requested shall be limited to the amount needed for payment of Eligible Costs. Holder shall retain five percent (5%) of the Loan proceeds until the Project is substantially complete and Borrower provides Holder with a certificate of substantial completion from the Project architect and a copy of a certificate of occupancy allowing the Project to be occupied for its intended use. Disbursements may not be requested until needed for payment of Eligible Costs. Holder shall have right to disapprove any disbursement request not in accordance with this Agreement and Holder may adjust the disbursement of proceeds accordingly. Disbursements shall be made only to Borrower, or for the benefit of Borrower through the title company providing disbursement services for the Project. Holder shall not be responsible for the disbursements of Loan proceeds to subcontractors or any other eligible payees.

9. Holder reserves the right, after reasonable notice, to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with this Agreement. Borrower shall provide reasonable access to the Property during normal working hours, provided that such access shall not disrupt construction of the Project.

10. Notwithstanding anything to the contrary in this Mortgage Note or other Loan Documents, Holder, by making the Loan or by any action pursuant to this Mortgage Note or the other Loan Documents, is not and shall not be deemed to be a partner of joint venture with Borrower.

11. Borrower warrants that Borrower has record title to or an equitable interest in the Property.

12. Borrower shall be subject to following the rules and regulations of Federal Register 31 CFR Part 35 Final Rule, to the extent applicable. In further, Borrower hereby acknowledges and agrees to be subject to and participate with a third-party financial audit if applicable in accordance with the rules and requirements of the U.S. Treasury.

13. Borrower acknowledges that the Project is expected to be eligible for low-income housing credits (LIHTC) under section 42 of the Internal Revenue Code of 1986 (the "Code").

14. Borrower acknowledges and agrees the Project shall maintain its status as a qualified

affordable housing for not less than 20 years from the date the certificate of occupancy is issued ("Affordability Period").

15. If at any time during the "Affordability Period" the Project becomes non-compliant, including if such Project ceases to satisfy the requirements to be a "qualified low-income housing project" (as defined in section 42(g) of the Code), or if such project fails to comply with any of the requirements of the "extended low-income housing commitment" that Borrower may be a party to as described in section 42(h)(6)(B)(i)-(iv) of the Code, the Loan shall become payable and due in full to the Holder. For purposes of this Mortgage Note, and notwithstanding anything to the contrary in this Mortgage Note, if Borrower is in compliance with the affordability provisions of Section 42 of the Code for the entire Affordability Period, then it shall be deemed to have been in compliance with this Agreement.

16. Borrower acknowledges and understands that any false statement or misrepresentation made in connection with this Mortgage Note may subject the Borrower to criminal and civil penalties under United States and Wisconsin law.

17. Borrower acknowledges and agrees that as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Code).

18. If Borrower fails to pay any installment payable hereunder within days after it becomes due or if any other default, including a default under any security for this Mortgage Note, is not cured within days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

19. The Loan may be prepaid, in whole or in part, at any time without any prepayment fee. In the event of any partial prepayment, the payments will first be applied to accrued but unpaid interest, then to principal. In any such event, Borrower shall not be relieved or released from its obligations under the Loan Agreements until the Maturity Date.

20. Intentionally deleted.

21. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deterioration or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Holder has released proceeds for such purposes. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation of the completion of such repair or restoration.

22. Borrower shall maintain Property in compliance with applicable housing and zoning codes. Borrower shall maintain hazard insurance and flood insurance if so required for the Property and shall keep current and promptly pay all property tax payments for the life of the loan.

23. Holder or its agent may make reasonable entries upon and inspection of the Property. If it has reasonable cause, Holder may inspect the interior of the improvements on the Property. Holder shall give Borrower a 12 hour notice prior to such an interior inspection specifying such reasonable cause.

24. Borrower agrees to defend, indemnify and hold harmless the officers, members, and employees of the Holder from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising or in any way resulting from performance under any agreement relating to the Large Scale Affordable Housing Program.

25. Any and all notices directed to be given pursuant to the terms of this Mortgage Note so shall be given in writing and delivered by registered or certified mail, return receipt requested or by personal delivery to the address set forth below:

IF TO RDA:

The Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301.

26. The Rider to Mortgage (the "Rider") attached hereto is incorporated herein by reference. In the event of a conflict between the terms of the Rider and the other terms of this Loan Agreement and Mortgage Note, the terms of the Rider shall control.

27. This Mortgage Note is secured by the Mortgage from Borrower to Holder dated as of the date of this Mortgage Note, which is to be recorded in the Office of the Register of Deeds of Brown County, Wisconsin (the "Mortgage").

28. The loan evidenced by this Mortgage Note is a non-recourse obligation of Borrower.

29. This Mortgage Note is dated July ____, 2023.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO LARGE SCAL AFFORDABLE HOUSING PROGRAM
LOAN AGREEMENT AND MORTGAGE NOTE

BAY CITY LOFTS, LLC

By Bay City Lofts MM, LLC, its managing member

By GEC Bay City Lofts, LLC, its manager

By Gorman & Company, LLC, its manager

By: ______________________________
Michael Redman, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this ________ day of ________________ 2023, the above named Michael Redman , as Secretary of Gorman & Company, LLC, manager of GEC Bay City Lofts, LLC, manager of Bay City Lofts MM, LLC, managing member of BAY CITY LOFTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, ________________ County, Wisconsin
My Commission Expires _________________________

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ____________________________________
Gary J. Delveaux, Chairman

By: _____________________________________
Cheryl Renier-Wigg, Interim Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this ________ day of ________________ 2023, the above named ________________________ and ________________________, on behalf of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, ________________ County, Wisconsin
My Commission Expires ________________________

RIDER TO MORTGAGE NOTE

This Rider to Mortgage Note (this "Rider") is incorporated into and made part of the Mortgage Note to which it is attached by and between Bay City Lofts, LLC, a Wisconsin limited liability company ("Borrower") and the City of Green Bay, a municipal corporation ("Holder").

1. Definitions. All capitalized terms used herein shall have the same meaning as defined in the Mortgage Note, unless otherwise defined in this Rider.

2. Inconsistency. To the extent there is any inconsistency between the Mortgage Note, and this Rider, this Rider shall control.

3. Transfers Permitted. Notwithstanding anything to the contrary contained in the Mortgage Note, the following shall be permitted without consent and shall not constitute a default under the Mortgage Note or Mortgage (as defined in the Mortgage Note) (together, the "Loan Documents"): (i) the transfer of any membership interest in the Borrower in accordance with the terms of the Borrower's Operating Agreement, (ii) the removal and replacement of the managing member of the Borrower in accordance with the Borrower's Operating Agreement, (iii) easements to utilities and others necessary for the development of the Property as an affordable housing project, (iv) leases of residential units at the Property with residential tenants, and (v) leases with any party providing supportive services or similar services to any of the residential tenants of the Property or members of the surrounding community.

4. Notice and Right to Cure Defaults. The occurrence of any event that is described in the Mortgage Note as a "default" (including any events that with the passage of time would be a "default") are referred to herein as an "Loan Default." Notwithstanding anything to the contrary in any of the Loan Documents, should Borrower fail to pay any principal and interest payment when due under the Loan Documents, such failure shall not constitute a Loan Default, unless Borrower has not fully cured such failure by the tenth (10th) day after delivery of written notice by Holder to Borrower. Unless a longer time for cure is provided in the Loan Documents, no Loan Default shall occur arising out of any event that relates to a non-monetary default or a non-regular monetary payment occur, unless the Borrower has not fully cured such default by the thirtieth (30th) calendar day after delivery of written notice by Holder to the Borrower, unless such default is not susceptible to cure within such thirty (30) day period, in which case, so long as Borrower has commenced a cure and is diligently pursuing the same, Borrower shall have an additional ninety (90) days to cure such default before the same constitutes a Loan Default.

5. Additional Notice and Cure Rights. Borrower's investor member, CREA Bay City Lofts, LLC, a Delaware limited liability company, and CREA SLP, LLC, an Indiana limited liability company, its successors and/or assigns ("Investor Member") shall have the right, but not the obligation, to cure Borrower defaults on the same terms as Borrower. Holder agrees that any cure of any default by Borrower hereunder or under any of the Loan Documents made or tendered by Investor Member shall be deemed to be cured by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Investor Member shall have the same time period to cure a default under this Mortgage Note as is granted to Borrower.

6. Notices. All notices to Borrower party relating to any purported Loan Default shall be given in the manner set forth in writing and delivered to the following addresses or such other addresses designated by the parties in accordance with the terms of this section, and such notices will be deemed effective when actually received by the party to whom the notice is sent:

Bay City Lofts, LLC
c/o Gorman & Company, LLC
Attn: President
200 N. Main St.
Oregon, Wisconsin 53575

With a copy to:

Reinhart Boerner Van Deuren S.C.
Attention: Stephen Elliott
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

And a copy to Investor Member at:

CREA Bay City Lofts, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204
Attn: Asset Management

Exhibit A

Lot 1 of Certified Survey Map No. 5146, recorded April 3, 1996 in Volume 33 of Certified Survey Maps on pages 272-274, as Document No. 1492295, corrected by Affidavit recorded April 18, 1996 as Document No. 1494748, said map being part of Government Lots 2 and 3, and part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of the Fox River, County of Brown, State of Wisconsin.

For informational purposes only:

Tax Key Number: 21-1249-1-3

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.5

Consideration with possible action on the HOME request by Bay City Lofts, LLC for the development located at parcel 21-1249-1-3.

BACKGROUND

Bay City Lofts, LLC has submitted a HOME Application requesting HOME funding in the amount of $450,000.00 to subsidize the construction of a 4-story, multi-family residential building with some first-floor office space. The project includes the development of 48 residential units (13 one-bedroom units, 24 two-bedroom units, 1 three-bedroom unit, and 10 three-bedroom townhouse units). Ground floor space includes common spaces for residents, private residences, and office space for Lutheran Family Services.

The HOME funds will be used by the developer to subsidize the construction of three (3) units in the development, ensuring those units remain affordable units for 20 years and comply with all HOME program regulations.

RECOMMENDATION

Award HOME request by Bay City Lofts, LLC for the development located at parcel 21-1249-1-3.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Ronda Bitney

AGENDA ITEM # E.6

Consideration with possible action to approve a utility easement for the installation of an electric facility adjacent to the Golden House on University Avenue.

BACKGROUND

WPSC is requesting easements from both the RDA and the Park Department for the installation of an electric facility adjacent to the Golden House on University Avenue for the purpose of street lighting for Work Request WMIS-3370911.

This street lighting is related to the East River Trail Canoe Project.

Staff have reviewed the easement and recommend approval of the easement for the purpose of street lighting.

RECOMMENDATION

Approval of an easement on University Avenue for the installation of an electric facility.

FISCAL IMPACT

ATTACHMENTS

1. Easement Letter_Redevelopment Authority_3370911
2. Easement_Redevelopment Authority_3370911

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

6/20/2023

The Redevelopment Authority for the City of Green Bay
100 N Jefferson St.
Green Bay, Wisconsin, 54301

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation representative to define the location of an easement at ***University Ave. in the City of Green Bay County of Brown, State of Wisconsin.***

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

You will note that the documents ***require*** *you to sign them in the presence of a* ***Notary Public***. Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **WMIS-3370911.**

Kate Troudt- Right of Way Agent
Wisconsin Public Service Corporation

Katherine.Troudt@wisconsinpublicservice.com

Enclosed

3309514	Easement

THIS INDENTURE is made this ______ day of ______________, ______, by and between **The Redevelopment Authority for the City of Green Bay, a Wisconsin Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to**,** Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 1 of Certified Survey Map No. 9501 Recorded in the Brown County Register of Deeds as Document 3012722; being part of Private Claim 2, **East Side of Fox River, City of Green Bay, County of Brown, State of Wisconsin, as shown on the** ***attached Exhibit "A".***

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

7-709-1

1. **Purpose: ELECTRIC UNDERGROUND -** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

The Redevelopment Authority for the City of Green Bay, a Wisconsin Municipal Corporation
Organization name

Sign Name
Print name & title

Sign Name
Print name & title

STATE OF ______________________________)
)SS
COUNTY OF ______________________________)

This instrument was acknowledged before me this _______ day of ___________________, _______, by the above-named____ **The Redevelopment Authority for the City of Green Bay, a Wisconsin Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name
Print Name

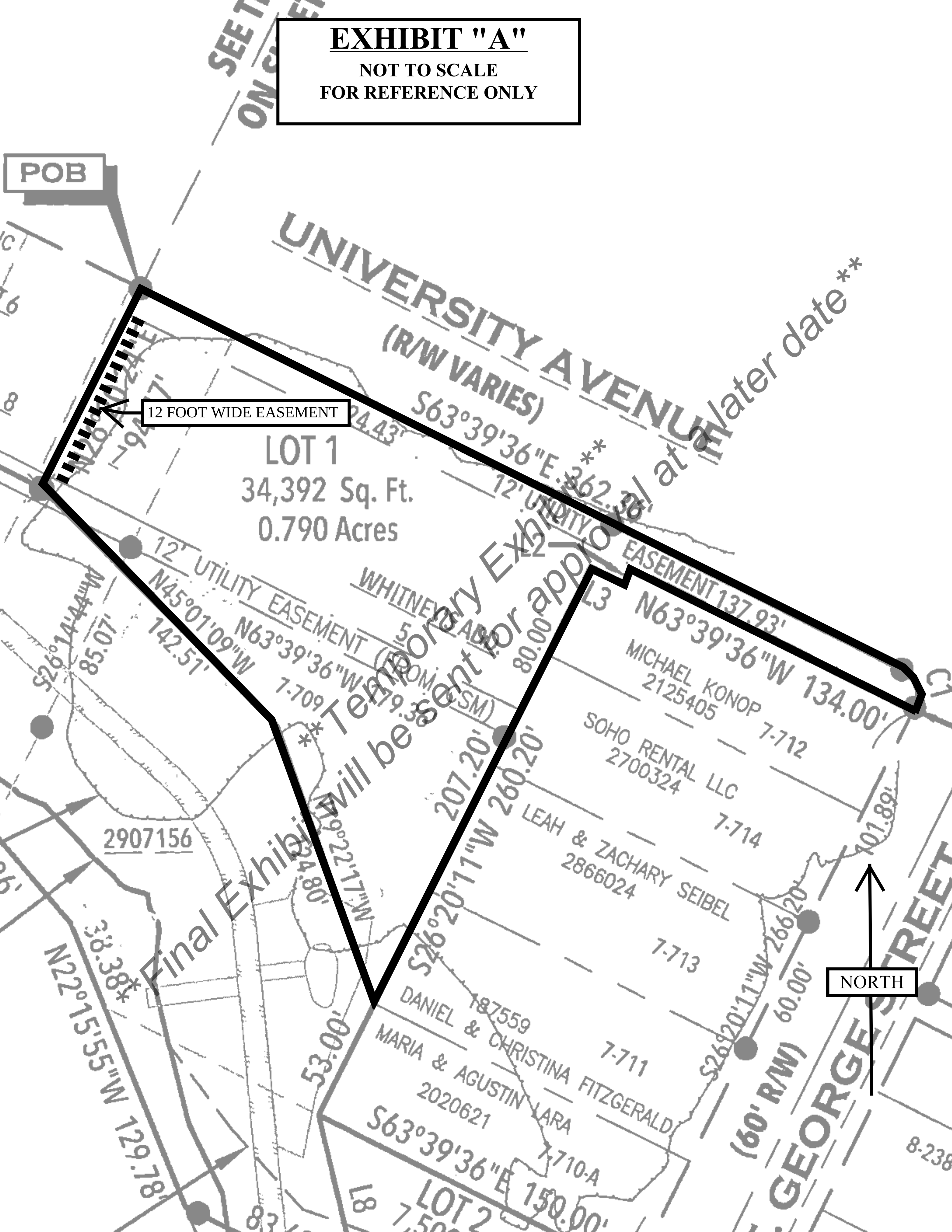
Notary Public, State of
My Commission expires:

This instrument drafted by: Kate Troudt
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1469933	WMIS-3370911	3309514	INT11-469-933

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Ronda Bitney

AGENDA ITEM # E.7

Consideration with possible action to approve a planning option for Parcel 7-709-1 on University Avenue for the development of multi-family rental housing.

BACKGROUND

Parcel 7-709-1 on University Avenue is a parcel acquired by the City for the purposes of East River Trail development. The RDA purchased the balance of the land, not needed for a trail, for the development of housing.

Golden House representatives approached RDA staff expressing a need for affordable units for persons transitioning out of shelter into more permanent housing. NeighborWorks Green Bay was approached to work with RDA staff and Golden House representatives to build new affordable units. As a result, staff received a one-year planning option request from NeighborWorks Green Bay for the purpose of developing a multi-family, affordable housing project with the potential to support, in part, Golden House families transitioning out of shelter. Units would range between studio, 1-bedroom, 2-bedroom, and 3-bedroom with approximately 20-24 units. This request would allow NeighborWorks Green Bay time to work with City staff to create the design and schematics of the development and continue to work on project funding internally and throughout the community.

Staff is requesting the approval of a six-month planning option with the ability for staff to approve an additional six months if progress is being made on the project.

RECOMMENDATION

To approve a six-month planning option for parcel 7-709-1 to NeighborWorks Green Bay, with the option for staff to approve an additional six months with full update of progress.

FISCAL IMPACT

ATTACHMENTS

1. CGB RDA Planning Option Request_University Ave_COMPILED
2. GIS Map

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078
WE SOLVE HOUSING CHALLENGES AND BUILD STRONG COMMUNITIES.

June 28, 2023

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

Re: Planning Option Request at (Parcel ID 7-709-1) at University Avenue near St. George Street.

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay is requesting a 12-month planning option for the Parcel ID 7-709-1 at University Avenue near St. George Street. This request is being made to allow our team time to work with City Staff to generate schematic and design development documents for the site adjacent to the new Golden House Residence and Outreach Center. This site is currently owned by the Redevelopment Authority of the City of Green Bay. (See attached preliminary site plan/vicinity map of the area under review).

The current design intent is to redevelop the parcel into a multi-family rental housing facility managed by NeighborWorks Green Bay with the potential to support the Golden House transitional housing program. Unit sizes currently under consideration range between studio, 1-bedroom, 2-bedroom and 3-bedroom apartments on two levels, with an anticipated total number of units between 20 and 24. We are in the initial stages of considering project funding through internal and external partners within the community.

Thank you for your consideration.

Sincerely,

David N. Erickson

David Erickson, RA

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

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

NeighborWorks®
GREEN BAY

GOLDEN HOUSE
24-UNIT HOUSING DEVELOPMENT
v.4

1160 University Avenue
Green Bay, WI 54301
Parcel 7-709-1

NOT FOR CONSTRUCTION

ISSUE DATE: 6/22/2023
ISSUED FOR: REVIEW

REVISION LOG

△
△
△

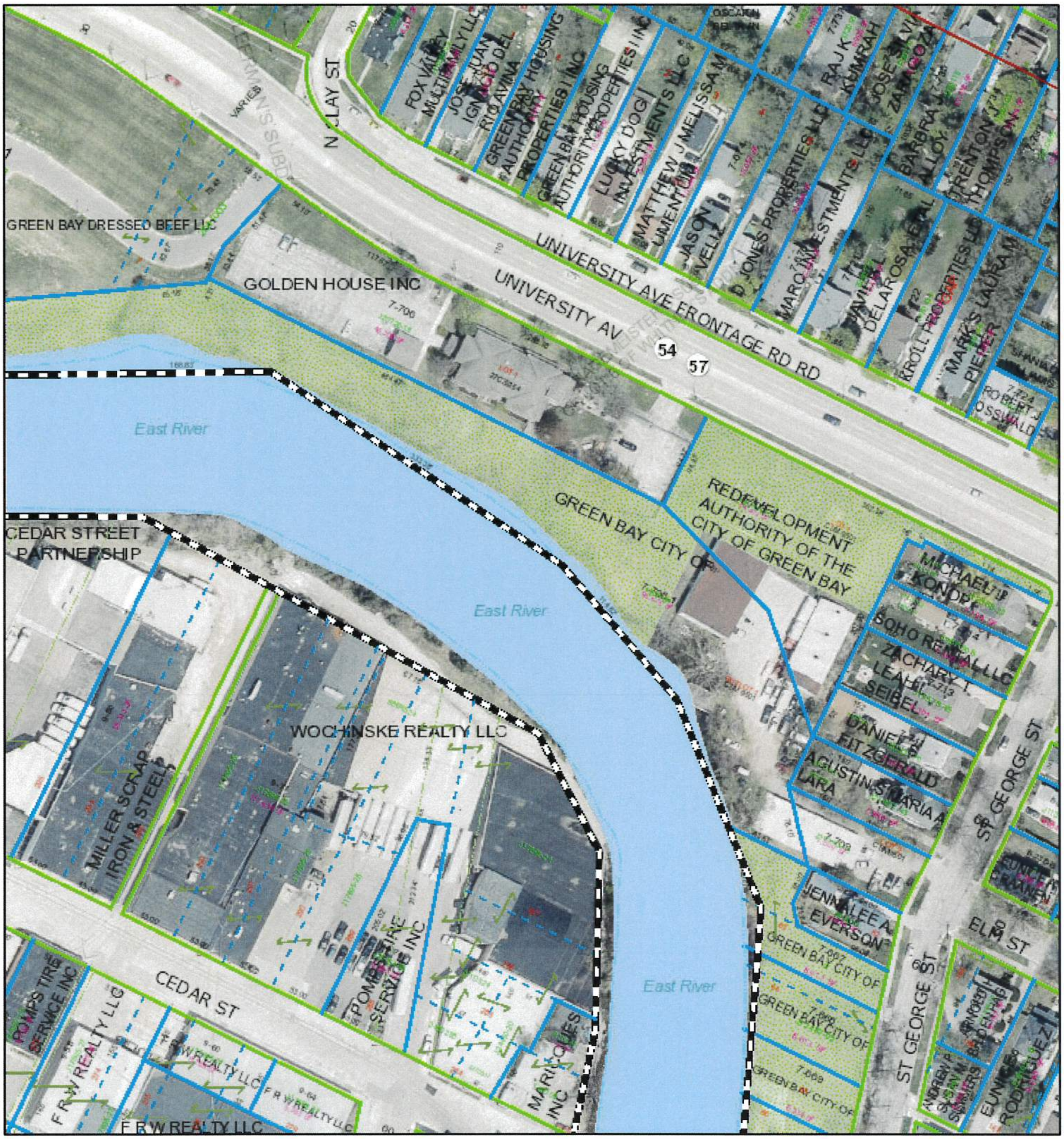
1160 UNIVERSITY AVENUE
GREEN BAY, WI
PROJECT NAME

SITE PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: -
SCALE: 1" = 20'

0.2
SHEET NUMBER

City of Green Bay Web Map



6/28/2023, 9:42:27 AM

PropertyHook

ParcelLine

Block boundary

Bulkhead Line

Historic Parcel Line (20under)

Hydrography

Lines between deeds or lots (20pdashed)

Lot boundary

Meander line

Original Right of Way

PLSS line

Parcel line

Plat boundary

Private Road Right of Way

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

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

Web AppBuilder for ArcGIS

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Ronda Bitney

AGENDA ITEM # E.8

Consideration with possible action to approve a 30-day extension of planning option for 1162 Day Street and 1164 Day Street for the development of two single-family homes to NeighborWorks Green Bay.

BACKGROUND

The vacant lots located at 1162 Day Street and 1164 Day Street were purchased in 2013 using CDBG funds for the purpose of blight elimination and the expectation of building single-family, owner-occupied homes on each lot.

In May 2022, RDA granted a planning option to Neighborworks Green Bay in the anticipation that these lots would be removed from the FEMA Flood map. These are now no longer in a floodplain. These lots will be developed in the 2023-2024 school year by the Bridges Construction Student Build Program.

NeighborWorks Green Bay is requesting a 30-day extension to evaluate the financial feasibility of affordable housing as these lots were purchased using federal funds.

Staff has reviewed the proposal and recommends awarding a 30-day extension to NeighborWorks Green Bay.

RECOMMENDATION

To approve a 30-day extension of the planning option for 1162 Day Street and 1164 Day Street for the development of two single-family homes to NeighborWorks Green Bay.

FISCAL IMPACT

ATTACHMENTS

1. 1162 Day and 1164 Day Street GIS
2. CGB RDA Planning Option Extension_1162_1164 Day_v2_Compiled

Part of Brown County WI

Map printed on 6/1/2023

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

NeighborWorks® GREEN BAY

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

TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

June 29, 2023

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

Re: Planning Option Extension at 1162 Day Street and 1164 Day Street

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay is requesting a 30-day planning option extension for the 1162 and 1164 Day Street Sites, Parcel ID 7-62 and 7-63, respectively. This request is being made to allow our team time to ensure the necessary design and proforma details are complete with all parties involved. These sites are currently owned by the Redevelopment Authority of the City of Green Bay. (See attached preliminary site plan/vicinity map of the area under review).

The intent for each parcel is to construct a 3 bedroom, 2 bath, single-family home with detached 2-car garage in partnership with the Bridges Construction and Renovation Program of Green Bay Area Public Schools (as 2023-24 academic year projects). We will request project financing through our donor-supported Adopt-A-Home™ program. We also may seek other community resources as needed to address project gaps.

Thank you for your consideration.

Sincerely,

David W. Erickson
Director of Real Estate Development

City of Green Bay Web Map

5/23/2023, 1:52:27 PM

1:1,128

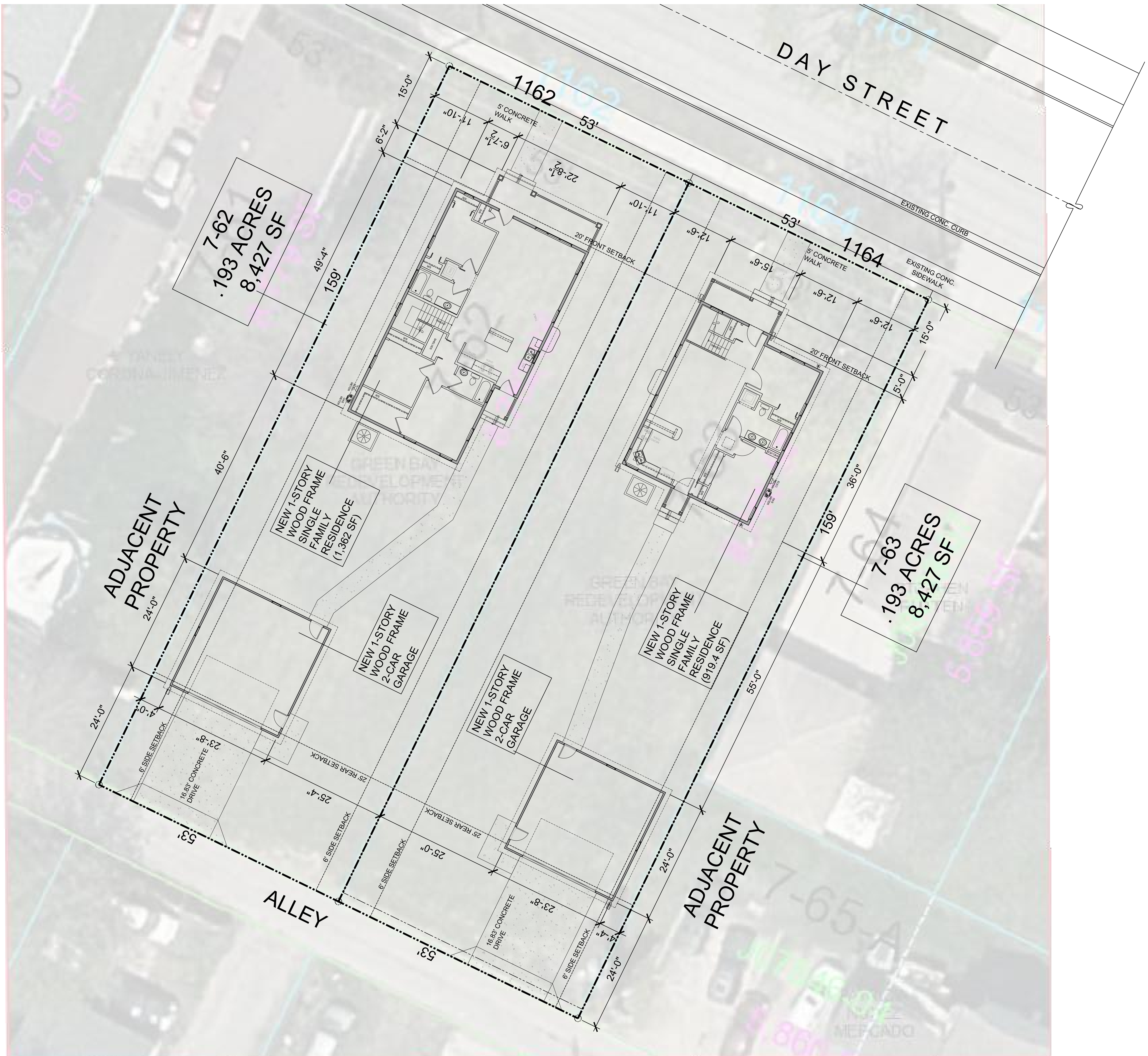
0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

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

Web AppBuilder for ArcGIS

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



1 **SITE PLAN**

N.T.S.

NORTH

NeighborWorks®

GREEN BAY

'DOTY'& 'JACKSON' SINGLE FAMILY RESIDENCE(S)

1162-1164 Day Street

Green Bay, WI 54301

PARCELS 7-62, 7-63

ISSUE DATE: -/--/--

ISSUED FOR: REVIEW

REVISION LOG

1162-1164 DAY STREET

GREEN BAY, WI

PROJECT NAME

SITE PLAN

SHEET NAME

PROJECT NUMBER: -

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

SCALE: AS NOTED

0.2

SHEET NUMBER

S:\4. Real Estate Dev\2. Prospects\Green Bay_1162-64 Day Street_Small Homes\Drawings\0.2 Site Plan_v2.dwg, 4/17/2023 11:49:45 AM

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Matt Buchanan, Staff

AGENDA ITEM # E.9

Consideration with possible action on a change order for professional services from Stantec Consulting Services related to construction administration for the Shipyard redevelopment in the amount of $37,650.

BACKGROUND

In June 2022, the City entered into a professional services agreement with Stantec Consulting Services (Stantec) to provide construction administration support for Phase I of the Shipyard project. The original agreement amount for this work was $116,400. Stantec's scope of services included providing construction guidance, reviewing shop drawings, providing construction engineering related to the design intent of the project, and other services required to assist the City and contractors complete construction of Phase I amenities. To date, three change orders have been approved to expand the project scope and budget to $169,762. Additional services included coastal engineering, design for marine navigational lighting, and engineering for bulkhead wall repairs. Stantec is now requesting Change Order 4 in the amount of $37,650. These additional services include shop drawing review, ongoing coordination to address site furnishings, precast walls, railings, lighting/electrical, irrigation, civil/site, landscaping and general inquiries. This also includes additional survey work, required plan revisions, and a technical memo identifying critical construction activities/sequence. The Department of Public Works has reviewed the proposed Change Order and has determined these additional services are appropriate and necessary to complete Phase I construction.

RECOMMENDATION

Staff recommends approval of the proposed change order from Stantec Consulting Services in the amount of $37,650.

FISCAL IMPACT

The additional cost for construction administration services should be absorbed by TID 22. Staff continues to secure additional grants to help offset overall project costs for all three phases of construction.

ATTACHMENTS

1. Stantec Construction Admin CO-4

Stantec

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #	4	Date	26 June 2023
"STANTEC"	STANTEC CONSULTING SERVICES INC.		
	STANTEC Project # 193805662		
	12075 Corporate Parkway Suite 200 Mequon, WI 53092-2649 Ph: (262) 643-9150 Fx: email: sarah.mcdonald@stantec.com		
CLIENT	THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY		
	Client Project # Shipyard Construction Administration		
	City of Green Bay Department of Community and Economic Development 100 N. Jefferson Street, Room 608 Green Bay, Wisconsin 54301-5026 Ph: (920) 448-3395 Fx: (920) 448-3426 email: neil.stechschulte@greenbaywi.gov		

Project Name and Location: Shipyard, Green Bay, WI

In accordance with the original Professional Services Agreement dated 1 October 2012 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Original Contract Scope & Description

The original contract was based on the Contracted Scope of work to execute Construction Administration for the Shipyard and is as follows below. A detailed description of each phase and Task is included in the Contract.

Shipyard Construction Administration

	Submittal Review	$28,100 (100% Complete)
	Coastal/Marine Engineer (Baird)	$30,000 (100% Complete)
	Stantec	$38,250 (100% Complete)
	As-built Survey	$20,000 (0% Complete)
	Expenses	$50
CO1	Additional Services Coastal/Marine Engineer (Baird)	$29,975 (In Progress)
CO2	Bulkhead Repair Plan	$5,000 (100% Complete)
CO3	Navigation Design (Baird)	$18,387 (In Progress)
CO4	Additional Services	
	Hydrant Updates	$3,000 (100% Completed)
	2023 Construction Administration Services	$33,000 (100% Completed)
	REL Survey	$1,650 (100% Completed)

Change Order History

Over the span of the project, three (3) previous change orders have been Approved by the City of Green Bay and been completed. The details are provided below:

Change Order 01 – Additional Services Costal/Marine Engineer $29,975 (subconsultant) (In Progress)
Approved by Neil Stechschulte via e-mail on October 7th, 2022

This change order was requested to by the City of Green Bay to increase fees for Baird to review submittals, respond to RFIs, perform construction observation and project close out tasks.

Change Order 02 – Bulkhead Repair Plan $5,000 100% Complete
Approved by Neil Stechschulte via e-mail on October 7th, 2022
This change order was requested to by the City of Green Bay to complete a repair plan that was originally placed on the contractor in the special provisions.

Change Order 03 – Navigational Design $18,387 (Subconsultant) In Progress
Approved by Chuck Yang via e-mail on December 21, 2022
This change order was required as part of permit requirements.

Change Order 04 – Additional Services for 2023 CA Support $37,650 100% Complete
Hydrant Updates ($3,000) and Grading Plan (not included in cost/moved to EPA task) edits approved by Neil Stechschulte via phone on January 9th. The remaining tasks still require review and approval.

Estimated fee for this work includes shop drawing review, ongoing responses to city staff responding to RFIs for the following: site furnishings, precast walls, railings, lighting/electrical, irrigation, civil/site, landscaping and general inquiries. This also includes required plan revisions and a technical memo identifying critical construction activities/sequence ($33,000). Additional survey work for surveying lift station and end wall and existing sheet piling. ($1,650) This does not include any field observations. If field observations are requested, we would provide those services, with approval on a hourly T&M basis.

Break Down of Tasks, Staff, Hours and Fees Below

Please refer to the attached workplan for staff and hours to complete the additional tasks for 2023 construction administration support.

Please note this change order is an estimated budget, hourly, not to exceed and Stantec will work closely with the City of Green Bay development team to monitor this budget during the 2023 construction year.

Total fees this Change Order		$	37,650.00
Original agreement amount		$	116,400.00
Change Order Number	1	$	29,975.00
Change Order Number	2	$	5,000.00
Change Order Number	3	$	18,387.00
Change Order Number		$	-
Total Agreement		**$**	**207,412.00**

Effect on Schedule: The overall schedule is not anticipated to be affected by this work.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

Mike Bach, PE, Prinicpal

THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Neil Stechschulte,
Development Director

Print Name and Title		Print Name and Title	
Signature	______________________	Signature	______________________
Date Signed:	______________________	Date Signed:	______________________

Report to the

Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
July 11, 2023	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2023

Redevelopment Authority
Financial Report
CDBG
6/30/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	28,000.00	-	10,930.00	-	47,070.00
Public Services	156,400.00	164,698.03	-	33,602.86		287,495.17
CDBG Eligible Areas HILP Program	100,000.00	256,561.08	33,731.00	-	79,248.00	311,044.08
CDBG Eligible Areas Public Facilieities and Infrastructure	139,400.00	227,274.38	-	11,433.00	-	355,241.38
CDBG Eligible Areas-Beautificatio/Art	25,000.00	137,054.77	-	42,000.00	-	120,054.77
Economic Development	230,468.00	377,291.26	253,887.92	211,294.54	-	650,352.64
ED Façade & Demo Loans	-	13,367.85	-	13,367.85	-	-
Administration	232,500.00	176,573.81	-	139,015.60	-	270,058.21
	$ 913,768.00	**$ 1,380,821.18**	**$ 287,618.92**	**$ 461,643.85**	**$ 79,248.00**	**$ 2,041,316.25**

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		455.78	-	-	-	455.78
Broadband		124,000.29	-	124,000.29	-	-
Rental/Mortgage Assistance Program LMI		115,829.37	-	-	-	115,829.37
	$ -	**$ 240,285.44**	**$ -**	**$ 124,000.29**	**$ -**	**$ 116,285.15**

Redevelopment Authority
Financial Report
HOME
06/30/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	526,600.96	-	161,000.95	-	515,600.01
CHDO Projects	86,500.00	288,000.00	-	-	25,000.00	349,500.00
Housing Development Projects	282,245.00	1,435,276.03	74,213.06	36,408.98	1,120,500.00	634,825.11
Administration	57,600.00	144,118.97	8,245.90	36,134.71		173,830.16
HOME-ARP Admin		1,948,216.00	-	-	-	1,948,216.00
	$ 576,345.00	**$ 4,342,211.96**	**$ 82,458.96**	**$ 233,544.64**	**$ 1,145,500.00**	**$ 3,621,971.28**