

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

ITEM DESCRIPTION: Discussion and possible action assignment of collateral documents related to the ground lease agreement at 631 Riverfront Drive.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: February 21, 2020

MEETING DATE: February 26, 2020

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Salon Sase is the tenant at 631 Riverfront Drive. Previously, Salon Sase had two owners. Eilleen Simenz is buying out the other owner. The Redevelopment Authority holds a ground lease agreement at this property and in order for Ms. Simenz to take a mortgage to cover expenses related to the transaction, the ground lease agreement requires the RDA to consent to the mortgage.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to approve the consent to mortgage per the ground lease agreement.

ATTACHMENTS:

- I. Consent to Mortgage Document

**CONSENT TO
MORTGAGE**

Document No.

Document Title

THIS SPACE IS RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Michele M. McKinnon
Law Firm of Conway, Olejniczak & Jerry, S.C.
P.O. Box 23200
Green Bay, WI 54305-3200

59281-109514

(Parcel Identification Number)

CONSENT TO MORTGAGE

The Redevelopment Authority of Sheboygan, Wisconsin (“RDA”) is the landlord pursuant to that certain Ground Lease executed on July 1, 1996 as evidenced by a Memorandum of Lease recorded with the Sheboygan County Register of Deeds on November 5, 1998 as Document No. 1523465 with respect to the real property identified on **Exhibit A**. RDA hereby consents to the Mortgage executed by Salon SASE, LLC (as assignee of Eileen Simenz and Ann Schroeder) in favor of UnitedOne Credit Union in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) (the “Mortgage”). Notwithstanding the terms of the Mortgage, the relationship between RDA and Salon SASE, LLC shall be governed solely by the Ground Lease.

Dated this _____ day of _____, 2020.

REDEVELOPMENT AUTHORITY OF SHEBOYGAN, WISCONSIN

By: _____
_____, **Chair**

STATE OF WISCONSIN :
: SS.
COUNTY OF _____ :

Personally came before me this _____ day of _____, 2020, the above-named _____, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Michele M. McKinnon
Law Firm of Conway, Olejniczak & Jerry, S.C.
P.O. Box 23200
Green Bay, WI 54305-3200
332194

EXHIBIT A

Part of Lots Four (4), Five (5), and Six (6) in Block One Hundred Seventy-nine (179) of the Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Northeast corner of Riverfront Drive and Virginia Avenue; thence North 88°42'33" East 233.56 feet; thence North 33°04'24" East 70.30 feet; thence North 09°53'02" West 20.27 feet; thence North 77°37'50" East 19.53 feet; thence North 32°47'22" East 2.79 feet to the point of beginning; thence South 88°42'33" West 125.01 feet; thence North 38°20'12" East 54.06 feet; thence North 88°57'33" East 118.35 feet; thence South 32°47'22" West 49.65 feet to the point of beginning.

APN: 59281-109514

CITY OF SHEBOYGAN

REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

ITEM DESCRIPTION: Discussion and possible action on request from the U.S. Army Corp of Engineers to utilize RDA-owned property.

REPORT PREPARED BY: Chad Pelishek, Director of Planning

REPORT DATE: February 21, 2020

MEETING DATE: February 26, 2020

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Redevelopment Authority at the last meeting approved the right of entry for the U.S. Army Corp of Engineers to utilize RDA owned property on South Pier Drive for the south pier reconstruction project with a condition of providing a temporary walkway on the south end of the parcel. Assistant City Attorney Cameron and myself had a conference call with them and understand that in their appropriations they are unable to make land improvements. Therefore, they will not be able to construct the walkway as originally planned.

STAFF COMMENTS:

City staff feels that with proper signage on existing boardwalk and promenades that we do not need the temporary sidewalk as originally planned. Provided the city grants permission on city right-of-way to put the signage, they will require their contractor to install directional signs.

ACTION REQUESTED:

Motion to approve the right of entry request without language requiring a temporary pedestrian walkway.

ATTACHMENTS:

- I. None.

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Sheboygan Harbor Breakwater Repair

59281322003 & portion of 59281322001
See Exhibit "A"

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents and assigns an irrevocable right to enter upon the lands hereinafter described at any time within a period from ~~12 December 2019~~ through 31 December 2023, in order to perform construction work of any nature, associated with the Sheboygan Harbor Breakwater Repair project.

5 March
2020
(CDP)

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage. The Government's liability for damages, claims, suits, costs, and expenses that arise from the activities of the Government under this right of entry shall be governed by the Federal Tort Claims Act, 28 USC 1346 (b), and other applicable Federal laws.

The land affected by this right-of-entry is located in the County of Sheboygan, State of Wisconsin, and is described further in Exhibit "A"

WITNESSES MY HAND AND SEAL this 5th day of March, 2020


Signature

CHIEF, SHERIDAN REDEVELOPMENT
Title AUTHORITY

UNITED STATES OF AMERICA

By: _____
ANDREW M. SHELTON
Chief, Real Estate
Real Estate Contracting Officer

NOTE: The CERTIFICATE OF AUTHORITY must be executed by an individual other than the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, Chad Peloshek, do hereby certify that I am the
(someone other than the person signing the agreement)

Director of Planning & Dev. for
(my position of responsibility within the organization)

City of Sheboygan and that
(owner)

Roberta Filicky-Penaski, who signed the agreement

on behalf of Redevelopment Authority was at the time of signature

its Chairperson, and that person
(position held)

who executed the agreement on behalf of Redevelopment Authority acted
(owner)

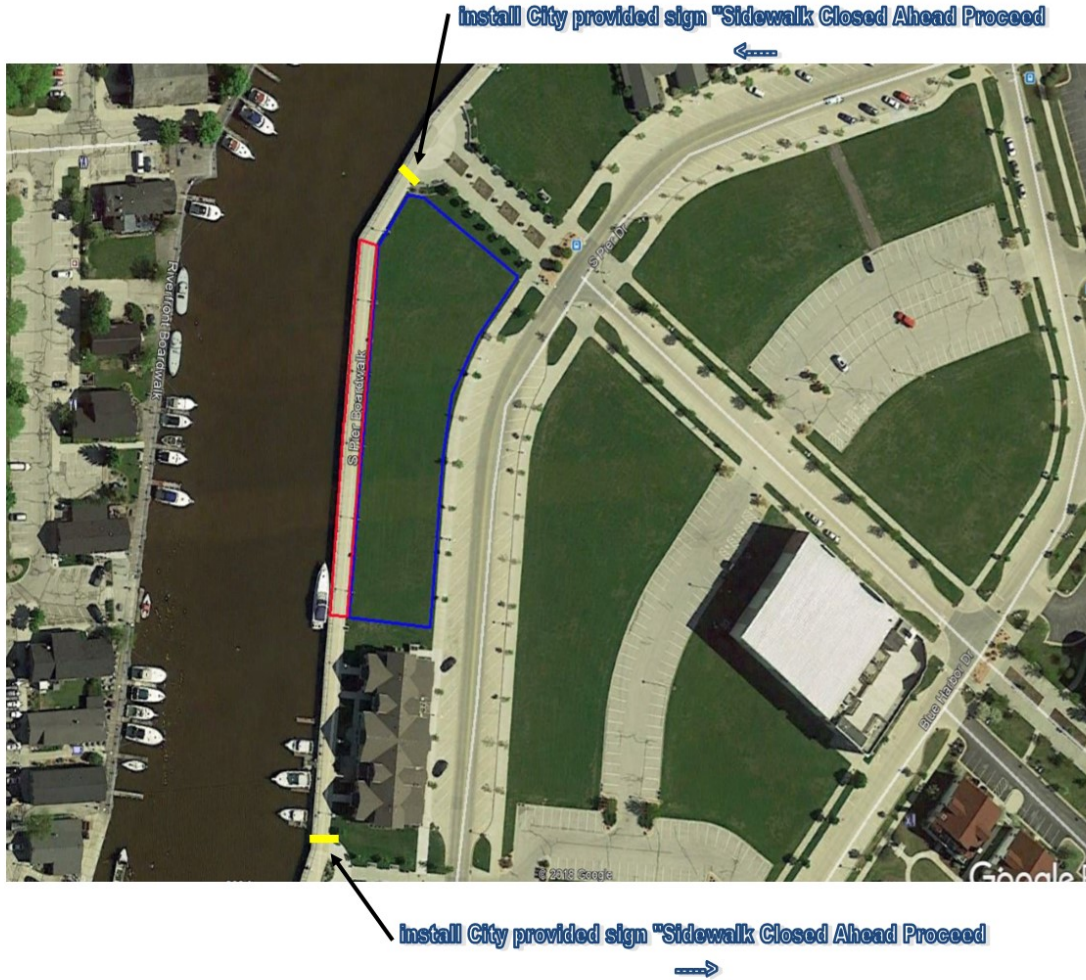
within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this 5th day of March, 2020.

Chad Peloshek
(Signature)

EXHIBIT "A"



USACE contractor to install these two signs

CITY OF SHEBOYGAN

REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

ITEM DESCRIPTION: Discussion and possible action on fulfillment of job creation requirements for Culinary Artists, LLC (Black Pig) business development loan.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: February 21, 2020

MEETING DATE: February 26, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
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Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Redevelopment Authority has a business development agreement with Culinary Artists, LLC for the build out of The Berkshire banquet space. Under the agreement, Culinary Artists, LLC was to create 15 new FTE employees of which 8 were support to meet the low to moderate income (LMI) threshold. In 2019, the Black Pig had 17.5 FTE's with 13.4 being LMI hires. Therefore they have met the job creation requirements for this loan.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to approve Culinary Artist's, LLC fulfilling the job creation requirements per their business development loan agreement requirements.

ATTACHMENTS:

- I. None.