

AGENDA
CITY OF STURGEON BAY
WATERFRONT REDEVELOPMENT AUTHORITY

Wednesday, August 17, 2022

3:00 p.m.

Council Chambers, City Hall
421 Michigan Street

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from June 8, 2022.
4. Public comment on agenda items.
5. Update on current waterfront redevelopment activities.
6. Consideration of: Assignment of Rights to Development Agreement – DCI, Inc. (Stone Harbor Resort)
7. Consideration of: Assignment of Rights to Development Agreement – Will Estes, LLC (Sonny's Pizzeria)
8. Consideration of: Assignment of Rights to Development Agreement – Harborside Development, LLC (Bridgeport Resort)
9. Consideration of: Assignment of Rights to Development Agreement – Skipper Marine Development (Harbor Club Marina)
7. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

August 12, 2022
3:00 p.m.
CS

WRA Members
Dan Williams
Chris Jeanquart
Ryan Hoernke
Spencer Gustafson
Barbara Pfeifer
John Hauser
Carrie Tjernagel

WRA Involvement in Development Agreements

PARTIES and TERMS	TYPE	INTEREST	STEPS
City and DCMIM May of 1996	Lease- 50 years	No WRA interest	
WRA DCH LLC (Stone Harbor) Jan of 1996 DCI added as a party in one of the	DA- Hotel Restaurant, conference center, condos, retail shops Expires with TIF	<ul style="list-style-type: none"> • signed approval statement that is appended to the DA and each amendment • 10 year prom note to WRA • Agreement references City with regard to dock rights • City and WRA guarantee future development rights • City to build restrooms • City commits to East side development • WRA or City 15 foot strip- City to design and construct walks • Landscaping by City • Decorative lighting by City • WRA or City 2 level parking facility • WRA or City 150 parking spaces • City extended utilities • Amendments go to time extension or relieving the City of responsibilities under the agreement. • WRA leases the restrooms to developer- survives the agreement 	<p>Any WRA land or interests would need to be quit claimed to City.</p> <p>4 way assignment of rights to D A to City</p>
Shipyard and others City 2005	DA- PUD development of property Shipyard buys from City	No WRA interest	
WRA City Hatch/Estes	DA Restaurant Terms with TIF	<ul style="list-style-type: none"> • WRA sold property to Hatch (\$3000/year for 20 yrs) • City or WRA will provide a walkway- City to construct • City to maintain bulkhead • Bayview Park portion conveyed by WRA- hatch may landscape/WRA maintain- subject to City approval • WRA provides utility service • City reserved liquor license • Guaranteed 1.3 value 	<p>Any WRA land would need to be quit claimed to City.</p> <p>3 way assignment of rights to D A to City</p>

<p>WRA Portside Properties Inc</p>	<p>45-60 unit hotel/condo</p>	<ul style="list-style-type: none"> • Deed restriction on restaurants on west side • Marina office in restaurant structure- lease • No survival provision • WRA sold property to Portside • City waived specials • City or WRA will provide a walkway- City to construct • City to maintain bulkhead • Bayview Park portion conveyed by WRA- hatch may landscape/WRA maintain- subject to City approval • WRA provides utility service • WRA and City shall make 200 parking spots available • WRA maintains landscaping in Bayview 	<p>Any WRA land would need to be quit claimed to City</p> <p>3 way assignment of rights to D A to City</p>
<p>City Bay Loft, LLC</p>	<p>TIF DA Expires with TIF or loan payoff</p>	<p>No WRA interest 35 market rate residential and 2350 commercial tenant space</p>	
<p>WRA Skipper Marine Development Oct of 1995</p>	<p>Marina Development Initial term 20 years followed by 2 25 year terms.</p>	<ul style="list-style-type: none"> • Lease of space to restaurant or WRA • Easement from Madison Ave • 150 boat slips- WRA and City approval • Floating docks taxed by the City • Walkway WRA or City • 200 parking spaces 100 exclusive • Construction of walkway- City • Bulkhead City 	<p>Any WRA land would need to be quit claimed to developer.</p> <p>3 way assignment of rights to D A to City</p>

DRAFT

AMENDMENT TO AND ASSIGNMENT OF DEVELOPMENT CONTRACT FOR EAST SIDE HOTEL/CONDOMINIUM/RETAIL SHOP COMPLEX FOR STURGEON BAY WATERFRONT REDEVELOPMENT

This Agreement, among the Waterfront Redevelopment Authority of Sturgeon Bay, Wisconsin, a municipal entity created under the laws of the State of Wisconsin, hereinafter known as "WRA", the City of Sturgeon Bay, a Wisconsin municipal Corporation (hereinafter "City") and DCH, LLC, a limited liability company, 2043 Shady Lane, Green Bay, Wisconsin, 54313 (hereinafter "DCH") and DCI, Inc. a corporation organized and existing under the laws of the State of Wisconsin, doing business at 2043 Shady Lane, Green Bay, Wisconsin 54313, hereinafter "DCI".

RECITALS:

The WRA, and DCH entered into a development contract for a hotel/condominium/retail shop complex dated January 22, 1996 (hereinafter DA);

There have been several subsequent amendments to the DA entered into among the parties, including the inclusion of DCI in the DA;

The City participated in the DA by virtue of an "Approval by City of Sturgeon Bay" attached to the DA and all subsequent amendments

The City was also called upon to and has performed various tasks and responsibilities provided for in the DA

The City and WRA are in the process of dissolving the WRA requiring the City to assume all duties, responsibilities and benefits in all WRA agreements and obligations.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignment and Assumption of Contractual Terms. The WRA hereby assigns all duties, current and future obligations and benefits of the DA and all subsequent amendments to the City. The City accepts and assumes all such benefits and obligations of the WRA to the DA
2. Consent. DCI and DHC agree and consent to the assignment of the obligations and benefits of the DA and amendments thereto to the City and the assumption of those obligations and benefits by the City.
3. Acknowledgement. The City is hereafter bound by and subject to all the terms and conditions of the DA and all amendments thereto and the WRA is relieved of all further obligations and shall receive no further benefits from the DA or amendments thereto.

WHEREFORE, the parties hereto have executed this Amendment and Assignment the ____ day of _____, 2022

WATERFRONT DEVELOPMENT AUTHORITY

By: Danny Williams, its President

Martin Olejniczak, its secretary

CITY OF STURGEON BAY

By: David J. Ward, its Mayor

Stephanie L. Reinhardt, its Clerk

DCH, LLC

By: Richard J. Geisler, Member

Lewis H Krueger, Member

DCI, INC.

By: Richard J. Geisler, its President

Lewis H Krueger, its Vice President

DRAFT

ASSIGNMENT OF DEVELOPMENT CONTRACT FOR RESTAURANT FOR STURGEON BAY WATERFRONT REDEVELOPMENT

This agreement to assign a development contract (hereinafter "Assignment") is made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, (hereinafter "WRA") the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), and Development Contract), and Will Estes, LLC (hereinafter "Estes")

RECITALS

The WRA, City and Gordan David G. Hatch entered into a Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment Development Contract on October 6, 1995 and an amendment thereto Development Contracted September, 1996, with the amendment and ratification thereof Development Contracted November 6, 1996, and assignment to Estes pursuant to Assignment of Contract Development Contracted November 6, 1996 (the "Development Contract").

The City and WRA are in the process of dissolving the WRA requiring the City to assume all duties, responsibilities and benefits in all WRA agreements and obligations.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignment and Assumption of Contractual Terms. The WRA hereby assigns all duties, current and future obligations and benefits of the Development Contract and all subsequent amendments and assignments to the City. The City accepts and assumes all such benefits and obligations of the WRA to the Development Contract
2. Consent. Estes agrees and consents to the assignment of the obligations and benefits of the Development Contract and amendments thereto to the City and the assumption of those obligations and benefits by the City.
3. Acknowledgement. The City is hereafter bound by and subject to all the terms and conditions of the Development Contract and all amendments thereto and the WRA is relieved of all further obligations and shall receive no further benefits from the Development Contract or amendments thereto.

WHEREFORE, the parties hereto have executed this Assignment of Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment this ___ day of _____, 2022

Signature lines on separate page.

WATERFRONT DEVELOPMENT AUTHORITY

By: Danny Williams, Its President

Martin Olejniczak, its Secretary

CITY OF STURGEON BAY

By: David J. Ward, its Mayor

Stephanie L. Reinhardt, its Clerk

WILL ESTES, LLC.

By:

DRAFT

**ASSIGNMNET OF DEVELOPMENT CONTRACT FOR
HOTEL/CONDOMINIUM COMPLEX
FOR STURGEON BAY WATERFRONT REDEVELOPMENT**

AGREEMENT made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a municipal entity, hereinafter referred to as "WRA", and Harborside Development, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Harborside".

RECITALS

On October 6, 1995 the WRA and Harborside entered into a Development Contract (hereinafter "DC") for the construction of a hotel/condominium complex.

The City participated in the DC by virtue of an "Approval by City of Sturgeon Bay" attached to the DC.

The City was also called upon to and has performed various tasks and responsibilities provided for in the DC.

The City and WRA are in the process of dissolving the WRA requiring the City to assume all duties, responsibilities and benefits in all WRA agreements and obligations.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignment and Assumption of Contractual Terms. The WRA hereby assigns all duties, current and future obligations and benefits of the DC and all subsequent amendments to the City. The City accepts and assumes all such benefits and obligations of the WRA to the DC
2. Consent. Harborside agrees and consents to the assignment of the obligations and benefits of the DC and amendments thereto to the City and the assumption of those obligations and benefits by the City.
3. Acknowledgement. The City is hereafter bound by and subject to all the terms and conditions of the DC and all amendments thereto and the WRA is relieved of all further obligations and shall receive no further benefits from the DC or amendments thereto.

WHEREFORE, the parties hereto have executed this Assignment of Development Contract for Hotel/Condominium Complex for Sturgeon Bay Waterfront Redevelopment, this __day of _____, 2022

Signature lines on separate page

WATERFRONT DEVELOPMENT AUTHORITY

By: Danny Williams, its President

Martin Olejniczak, its secretary

CITY OF STURGEON BAY

By: David J. Ward, its Mayor

Stephanie L. Reinhardt, its Clerk

HARBORSIDE DEVELOPMENT, LLC

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**ASSIGNMENT OF DEVELOPMENT
CONTRACT FOR MARINA
FOR STURGEON BAY WATERFRONT REDEVELOPMENT**

AGREEMENT made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, hereinafter referred to as "WRA" and Skipper Marine Development, 215 North Point Drive, Winthrop Harbor, Illinois, 60096, hereinafter referred to as "SMD".

RECITALS

On October 3, 1995 the WRA and SMD entered into a Development Contract for a Marina that was subsequently amended (the Development Contract and Amendment are hereinafter "DC")

The City participated in the DC by virtue of an "Approval by City of Sturgeon Bay" attached to the DC

The City was also called upon to and has performed various tasks and responsibilities provided for in the DC

The City and WRA are in the process of dissolving the WRA requiring the City to assume all duties, responsibilities and benefits in all WRA agreements and obligations.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignment and Assumption of Contractual Terms. The WRA hereby assigns all duties, current and future obligations and benefits of the DC and all subsequent amendments to the City. The City accepts and assumes all such benefits and obligations of the WRA to the DC
2. Consent. SMD agrees and consents to the assignment of the obligations and benefits of the DC and amendments thereto to the City and the assumption of those obligations and benefits by the City.
3. Acknowledgement. The City is hereafter bound by and subject to all the terms and conditions of the DC and all amendments thereto and the WRA is relieved of all further obligations and shall receive no further benefits from the DC or amendments thereto.

WHEREFORE, the parties hereto have executed this Assignment of Development Contract for Marina for Sturgeon Bay Waterfront Redevelopment, this __day of _____, 2022

Signature lines on separate page

WATERFRONT DEVELOPMENT AUTHORITY

By: Danny Williams, its President

Martin Olejniczak, its secretary

CITY OF STURGEON BAY

By: David J. Ward, its Mayor

Stephanie L. Reinhardt, its Clerk

SKIPPER MARINE DEVELOPMENT

By: Dennis E. Ellerbrock, its President

Rober N. Wohlrabe, its Secretary