# CITY OF PLATTEVILLE REDEVELOPMENT AUTHORITY (RDA)

Monday, April 25, 2022 5:00 p.m.

This meeting will be held virtually through ZOOM.

Join Zoom Meeting https://us02web.zoom.us/j/86570199319?pwd=bmJDd3Z4RCs3OEFsSExYaHJsNUtiQT09

Meeting ID: 865 7019 9319 Passcode: 537425 888 475 4499 US Toll-free 877 853 5257 US Toll-free

## **MEETING AGENDA**

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. MINUTES
  - a. October 25, 2021
- 4. LOAN EXTENSION REQUEST 25 E. Main Street
- 5. ANNOUNCEMENTS & COMMENTS
- 6. ADJOURN

If you have concerns or comments related to an item on this agenda, but are unable to attend the meeting, please send the comments to <u>carrolli@platteville.org</u> or call 608-348-9741 x 2235.

## CITY OF PLATTEVILLE REDEVELOPMENT AUTHORITY (RDA) October 25, 2021

A meeting of the City of Platteville Redevelopment Authority was held via ZOOM at 5:00 p.m.

PRESENT: Valerie Stackman, Sheila Kelley, Trent Udelhoven, Mike Mair, Roger Dammen

ABSENT: Eileen Nickels. Barb Stockhausen

OTHERS PRESENT: Joe Carroll, Robin Cline, Tammy Enz.

## MINUTES - September 27, 2021

Motion by Stackman to approve the minutes. Second by Kelley. Motion approved.

## LOAN DEFERRAL REQUEST - 95 W. Main Street

Carroll provided an overview of the loan situation and request. The RDA approved a loan in January 2020 to assist with the purchase of the Driftless Market business. The loan was for \$100,000 at 1% and with a term of 10 years, and the monthly payments began on March 1, 2020. The COVID impacts began soon after and later in the Spring of 2020 the RDA allowed loan recipients to defer payments for up to three months. The owners of the Driftless Market did not take advantage of that offer at that time and continued to make the required monthly payments. Expenses and business reduction due to COVID had an impact on the business, and the owners requested and were granted a 3-month deferral at the May 2021 meeting. They are now requesting an additional deferral.

Robin Cline spoke on behalf of the owners of the Driftless Market. They are seeing continued negative impacts from the COVID slowdown. They considered raising prices to offset the reduction but are concerned with losing business due to the price change. As a result, they are asking the RDA for another deferral period. They would request at least 3 months but would prefer 6 months or longer.

There was a question regarding other businesses that took advantage of the loan deferral. Of the two other loan recipients, one took advantage of the request and the other didn't. The one that did has also missed some additional payments over the past year so is behind schedule on the payments.

Dammen mentioned that his bank also allowed payment deferrals during this period. He has no concerns with the request but is just wondering about the appropriate period of time. Three months doesn't seem like it would accomplish much for the business, and they would likely be back in the same spot after that time.

Mair commented that his personal business has seen a major negative impact from the COVID impacts. Small businesses seem to be feeling the worst impacts from COVID. He would be in favor of a longer deferral period.

There was some discussion regarding the ability of the RDA to modify the spending and the appropriate period of time.

Motion by Mair to approve the deferral of the loan payments for 6 months. Second by Dammen. Motion approved.

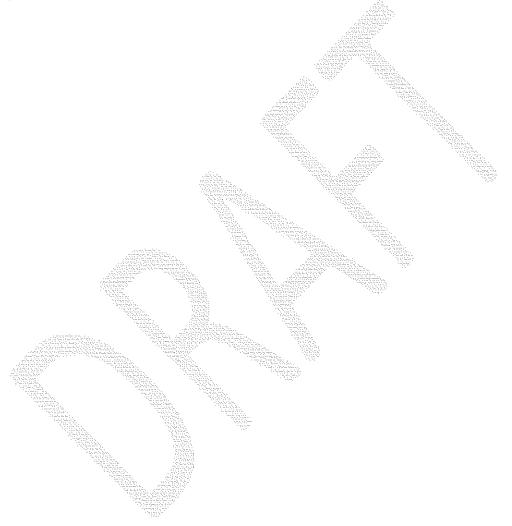
## **ANNOUNCEMENTS / PUBLIC COMMENTS**

None

## **ADJOURNMENT**

Motion by Dammen to adjourn. Second by Mair. Meeting adjourned.

Submitted by Joe Carroll Community Development Director



## STAFF REPORT **Community Planning & Development Department**



To:

Redevelopment Authority

Meeting Date: April 25, 2022

From:

Joe Carroll, Community Development Director

Re:

Loan Extension - 25 E. Main Street

Applicant:

LMN Investments LLC

In 2015, the RDA and City approved loans to assist with improvements to the building at 25 E. Main Street. The loans are with Ken and Judy Wall, d/b/a LMN Investments LLC. The RDA approved a loan of \$80,000 at 1% interest with a 7-year balloon payment and a 20-year amortization. The current balance on the loan is approximately \$60,000. The City Council approved a loan of \$172,000 at 3% interest with a 7-year balloon payment and a 20-year amortization. This is a pass-thru loan, with the funds coming from a loan that the City has with Fidelity Bank & Trust. The current balance on the loan is approximately \$138,000. Both of these loans are secured by a mortgage that is in a second position to a private lender that has a mortgage on the property. The private loan has a current balance of \$405,651.48.

According to the 2021 real estate property tax bill, the property has an assessed value of \$224,000 and an estimated fair market value of \$253,100.

#### Request

The balloon payments for these two loans are due in May. The applicant is requesting a two-year extension to the loans to allow more time to build up the equity in the property so the loans could be consolidated into the bank loan.

The RDA needs to approve the request for the extension of the original \$80,000 loan and the Council needs to approve the request for the extension of the original \$172,000 loan.

### AMENDMENT TO LOAN AND DEVELOPMENT AGREEMENT

Judith A. Wall and Kenneth J. Wall, d/b/a LMN Investment Properties, LLC ("Developer") and the City of Platteville, Grant County, Wisconsin ("City"), and the City of Platteville Redevelopment Authority ("RDA") do hereby agree to amend the Loan and Development Agreement dated May 1, 2015 as follows:

- 1. The Note and Mortgage for the original \$80,000 loan from the RDA to the Developer, dated May 1, 2015, shall be amended to change the date of the final payment of unpaid principal and interest to May 1, 2024.
- 2. The Note and Mortgage for the original \$120,000 loan from the City to the Developer, dated May 1, 2015, shall be amended. The terms of the Note shall be modified to include a rate of 4% per annum, and to have equal monthly payments of \$\_\_\_\_\_\_, and to have a final payment of unpaid principal and interest due on April 6, 2024.
- 3. All other terms and provisions of the Loan and Development Agreement referred to above shall remain in full force and effect unless specifically modified herein.

Dated this day of	, 2022.
CITY OF PLATTEVILLE REDEVELOPMENT AUTHORITY	CITY OF PLATTEVILLE, WISCONSIN
Adam Ruechel, City Manager	Barbara Daus, Council President
LMN INVESTMENTS, LLC	ATTEST:
Judith A. Wall, Member	Candace Klaas, City Clerk
Kenneth J. Wall, Member	

## State Bar of Wisconsin Form16-2003 FIXED RATE NOTE

Document Number

Document Name

For v	value rece	of Platteville Redevelopment Authority  ("Holder")
		together with inferest on the author by
the d	late of this	s note ("Note") at the rate of % per annum until this Note is paid in full. Interest shall
1	tod	monthly
hase	d on a 36	0 day year. Payment shall be made as follows:
		TOTAL ON THE OPTIONS, ONLY ONE SHALL APPLY:
	A.	NE OF THE FOLLOWING OF HONS, OND TO THE STATE of the payable single Payment. In one payment on, plus interest payable
ப	13.	
		Installments of Principal and Interest. In 83 equal payments of \$ 367.92 month thereafter,
X	В.	Installments of Principal and Interest. In 63 equal payments of due on June 1, 2015 , and on the same day of each succeeding month thereafter, plus a final payment of the unpaid principal and interest due on May 1, 2022
		due on June 1, 2015  And payment of the unnaid principal and interest due on May 1, 2022
		pins a final payment of the unput provided due
П	C.	Installments of Interest Only. In payments of interest of \$ due on, and on the same day of each month thereafter, plus a final payment of the unpaid principal due plus accrued interest on
لبا		on, and on the same day of each months
		plus a final payment of the unpaid principal due plus accided interest on
	D.	Other.
	D.	Other.
D	anta ahi	all be made to Holder at 75 N. Bonson Street, P.O. Box 780, Platteville, WI 53818
or s	ments such other	location as Holder shall designate by written notice to Borrower.
CII	ഹര്ജ് സ്	THE FOLLOWING, IF APPLICABLE:
	t acool o eO	xecution of this Note, Borrower will prepay interest to
CITT	ረሳሳይሞ (1	ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:
$\boxtimes$	A. This	s Note may be prepaid in whole or part without premium of penanty at my
	B. The	re may be no prepayment of principal without permission of Holder.
CH ⊠	A. Any date in f	ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY: y prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due es or change the amount of the remaining payments until unpaid balance of principal and interest is paid will.
	B, In t as t prin	the event of any prepayment, this Note shall not be treated as in default with respect to payment so long the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid neipal) 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 Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of the Borrower or any guarantor of this Note.
If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 15 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 15 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.
Other provisions: Upon an event of default under this Note or the Loan and Development Agreement dated May 1, 2015, the amount due on this Note shall accrue interest at the rate of 12 percent. (See attached)
Presentment, protest and notice of dishonor are hereby waived.  This Note is secured by a second mortgage on real estate fixtures and personal property located at 25 and 29 E. Main Street, Platteville, WI 53818.
* LMN Investment Properties, LLC, By: Kenneth J. Wall, Member (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.
GUARANTOR:  (SEAL)  * Kenneth J. Wall, Individually  (SEAL)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. ©2003 STATE BAR OF WISCONSIN

\*Type name below signatures.

FIXED RATE NOTE

## CITY OF PLATTEVILLE/LMN INVESTMENT PROPERTIES, LLC

**OTHER PROVISIONS: (continued)** 

The loan proceeds under this Note shall be disbursed as set forth in the Loan and Development Agreement dated May 1, 2015. Borrower understands Holder must notify Tri-County Title Services, LLC prior to a disbursement of loan proceeds to permit Tri-County Title Services, LLC to conduct further examination and investigation of the status of title to the property more particularly described in Commitment Number TC-4536 and that Holder's obligation to disburse loan proceeds is conditioned upon Tri-County Title Services, LLC's determination that there are no intervening liens or objections to title on the date of such disbursement. The cost/expense of such further examinations and investigations shall be paid by Borrower and may be deducted by Holder from the loan disbursements as same are made.

## State Bar of Wisconsin Form 21-2003 MORTGAGE

Document Number	Document Name		
LMN Investment Properties,	LC,		
("Mortgagor," whether one of Redevelopment Authority			
its successors or assigns ("Mof\$ 80,000.00	ortgagee," whether one or more), to secure payment evidenced by a note or notes, or other		
obligation ("Obligation") dated May 1, 2015		Recording Area	
executed by LMN Investmen	nt Properties, LLC ,	Name and Return Address	
to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced		Brian C. McGraw 106 N. Wisconsin Avenue P.O. Box 619 Muscoda, Wi 53573-0619	
to protect the Property as amounts paid by Mortgagee he and interests appurtenant the arising therefrom, including	nd the security of this Mortgage, and all other reunder, the following property, together with all rights nereto in law or equity, all rents, issue and profits insurance proceeds and condemnation awards, all d fixtures located thereon, in Grant	271-00133-0000  Parcel Identification Number (PIN)  This is not homestead property.  (is) (is not)  This is not a purchase money mortgage.  (ie) (is not)	
And the state of t			

Part of Lot One Hundred Eleven (111) of the Original Plat of the Village (now City) of Platteville, Grant Commence at the Northeast corner of the W. 1/2 of said Lot 111;

thence West on Main Street 21 feet;

thence South at right angles to said street 104 feet;

thance Easterly 21 feet:

thence Northerly 104 feet to the place of baginning.

Also a strip of land 3 feet wide and 80 feet deep off the West side of the E. 1/2 of Lot 111 fronting 3 feet on said street.

Also a right of way for drainage, sewerage and drayage 10 feet in width extending from the South line of said tract 94 feet Southwardly to the alley running through Block Forty (40) in the Village (now City) of Platteville, the East side of said right of way being a line found by extending the East line of said above described tract to said elley running through Block 40.

#### MORTGAGOR'S COVENANTS.

COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

a prior mortgage in favor of Cynthia J. Tang Revocable Trust in the original amount of \$68,530.00 recorded March 24, 2015 in Volume 1418 of Records, Page 767 as Document No. 769113.

- FIXTURES. Any property which has been affixed to the Property and is used in connection with it is b. intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.
- 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.
- INSURANCE. Mortgagor shall keep the improvements on the Property insured against a 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 the 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 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 Obligation 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 Obligation 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 15 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. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.
- 7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.
- 8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortagor of any kind under this Mortgage or any Obligation 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 Obligation secured by this Mortgagee and shall constitute a lien upon the Property.
- 9. 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 Obligation 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 Obligation it secures.

- 10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.
- 11. 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"); (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; (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; (d) 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.
- 12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

## CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgager shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are LMN Investment Properties, LLC.

record owner of the land is the debtor; (5) the legal name and address of the debtor are LMN Investment Properties, LLC,

109 E. Blackhawk Avenue, Prairie du Chien, WI 53821

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin

Entity ID No. L055909

(7) the address of the secured party is City of Platteville Redevelopment Authority, 75 N. Bonson Street, P.O. Box 780,

Platteville, WI 53818

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

- 14. 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 Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.
- 15. 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.
- 16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated May 1, 2015	
(SEAI	L)(SEAL
* LMN Investment Properties, LLC,  * By: Judith A. Wall, Member  (SEAI	* (SEAL) * By: Wenneth J. Wall, Member
AUTHENTICATION	ACKNOWLEDGMENT
Signature(s)	STATE OF WISCONSIN )
authenticated on	GRANT COUNTY)
	Personally came before me on May 1, 2015
*	the above-named Judith A. Wall and Kenneth J. Wall
TITLE: MEMBER STATE BAR OF WISCONSIN (If not,	to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.
authorized by Wis. Stat. § 706.06)	histuinent and acknowledged the same.
THIS INSTRUMENT DRAFTED BY: Brian C. McGraw, Attorney at Law	* Kimberly K. Lowery  Notary Public, State of Wisconsin
106 N. Wisconsin Ave., P.O. Box 619, Muscoda, WI 53573	My commission (is permanent) (expires: 4//14//7
	OTAP OF WISCOMMUNICATION

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

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FORM NO. 21-2003

\*Type name below signatures.

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