

#### REDEVELOPMENT AUTHORITY AGENDA

May 04, 2022 at 7:45 AM

City Hall - Conference Room 106, 828 Center Avenue, Sheboygan, WI

Persons with disabilities who need accommodations to attend this meeting should contact the Department of City Development, (920) 459-3377. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the City Development Department at 920-459-3377 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

#### **OPENING OF MEETING**

- 1. Roll Call
- 2. Call to Order
- 3. Pledge of Allegiance
- 4. Identify potential conflict of interest

#### **MINUTES**

5. Approval of minutes from the April 6, 2022 meeting.

#### ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 6. Election of Chairperson and Vice Chairperson.
- 7. Discussion and possible action on modification to construct townhomes on South Pier on property ground leased by the Redevelopment Authority.
- 8. Discussion and possible action on subordination request regarding the Sign Shop Business Development Loan at 1020 Michigan Avenue.
- 9. Discussion and possible action on use of the RDA owned property by Sheboygan Visual Artists (SVA) to establish a summer art venue on South Pier.
- 10. Discussion and possible action on use of RDA owned property on South Pier by Sheboygan Christian School for an end-of the year social gathering.
- 11. Discussion and possible action on use of RDA owned property on South Pier by Northshore Property Management on July 4, 2022 for 4th of July Celebration.
- 12. Discussion and possible action on quarterly update regarding business development loans.

#### **ADJOURN**

13. Motion to Adjourn

# In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

#### **CITY OF SHEBOYGAN**

#### REDEVELOPMENT AUTHORITY MINUTES

#### Wednesday, April 06, 2022

**OPENING OF MEETING** 

MEMBERS PRESENT: James Owen, Steven Harrison, Jim Conway, and Roberta Filicky-Peneski

**MEMBERS EXCUSED:** David Sachse and Alderperson Trey Mitchell

**MEMBERS ABSENT:** Amy Horst

STAFF/OFFICIALS PRESENT: City Attorney Chuck Adams and Planning & Development Director Chad

Pelishek

1. Roll Call

2. Call to Order

Chair Roberta Flicky-Peneski called the meeting to order.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

Identify potential conflict of interest

No committee member has a conflict of interest.

#### **MINUTES**

Approval of minutes from the March 16, 2022 meeting.

Motion by Steven Harrison, second by James Owen to approve. Motion carried.

#### ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Discussion and possible action on Leasehold of Mortgage related to Lino Ristorante Italiano, LLC and US Bank for property located at 422 South Pier Drive.

Motion by Steven Harrison, second by Jim Conway to approve. Motion by Jim Conway, second by James Owen to amend the second numbered paragraph to read as follows "Section 4(B) entitled "Future Advance" and 4(C) entitled "All Debts" of the Leasehold Mortgage are hereby deleted in their entirety." Motion carried as amended.

#### **ADJOURN**

6. Motion to Adjourn

Motion by James Owen, second by Steve Harrison to adjourn. Motion carried.

Being no further business, the meeting was adjourned at 7:57 a.m.

#### **CITY OF SHEBOYGAN**

#### REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

**ITEM DESCRIPTION:** Discussion and possible action on modification to construct townhomes on South Pier on property ground leased by the Redevelopment Authority

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

**REPORT DATE:** 4/28/2022 **MEETING DATE:** 5/4/2022

#### FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

#### **BACKGROUND / ANALYSIS:**

The Redevelopment Authority previously approved the construction on condominiums on the property ground leased to Dr. Toby Watson. The two phases of the project were supposed to be condominiums. Due to construction material delivery issues, developer is considering to construct townhomes on the remaining vacant parcel. Prior to the developer obtaining land use approvals, the RDA is being asking to consent to the design.



1





#### **STAFF COMMENTS:**

City staff supports the proposed townhomes.

#### **ACTION REQUESTED:**

Motion as determined by the Authority.

#### **ATTACHMENTS:**

I. None

2

5

#### **CITY OF SHEBOYGAN**

#### REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

**ITEM DESCRIPTION:** Discussion and possible action on subordination request regarding the Sign Shop, Business Development at 1020 Michigan

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

**REPORT DATE:** 4/28/2022 **MEETING DATE:** 5/4/2022

#### FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

#### **BACKGROUND / ANALYSIS:**

The Redevelopment Authority entered in agreement with the Sign Shop to purchase the building they occupy at 1020 Michigan Avenue in April 2016 for \$100,000 for 10 years until 2016 with the creation of four new positions. The job creation requirements have been met.

Currently, Hiawatha National Bank is in first position with a loan of \$415,854 the RDA is in second position with \$44,890 and Hiawatha in third position with loan of \$16,797.30.

With the subordination approved, Cleveland State Bank would become the lender in first position with a note of \$530,000 and RDA in second position with \$44,890.

The purpose of the refinance is to consolidate debt for \$530,000 for 20 years at 4.5 % fixed for 5 years and a 20-year note.

The loan applicant is current on their payments.

#### **STAFF COMMENTS:**

Given that the RDA will remain in second position and our program requirements allow us to be subordinated debt, city staff does not see a concern with the proposal.

#### **ACTION REQUESTED:**

Motion to approve the subordination request and authorize the chairperson and executive director to execute the agreements.

1

#### **ATTACHMENTS:**

I. None



# SUBORDINATION REQUEST FORM REDEVELOPMENT AUTHORITY OF SHEBOYGAN development@sheboyganwi.gov

This form is designed to provide the information necessary for responding to a request for the subordination of a City of Sheboygan/Redevelopment Authority mortgage. Please fill out the form completely. Incomplete forms will be returned. Additional information may be required. The Redevelopment Authority is in sole discretion to agree to subordinate the mortgage.

Name of Borrower(s): MTL Property Management, LLC
Current Address: 1020 Michigan Ave, Sheboygan, WI 53081
Appraised Value: #600,000 Date of Appraisal: 3/16/22  (Attach a copy of the most recent appraisal within 6 months of this request)
City Assessed Value: # 324,200 (4 parcels total)
LENDER INFORMATION
Lending Institution (to which Redevelopment Authority would subordinate):  Cleveland State Benk
Lender Contact Name: Branden Boeiner Phone: 920-646-3144
Address to return subordination: POBOX 548 Fax:
Elkhad Lake WI 53000
Reason for Request (Check all that apply):
Simple refinance – refinance for lower interest rate only (no debt consolidation, no cash out)
Refinance an existing mortgage to obtain a comparable interest rate and extended payment terms.
Borrow money to make additional improvements to the property.  List the improvements and their estimated costs (Provide written contractor estimates)
List the improvements and their estimated costs (Provide written contractor estimates)

Type of Impro	vement			Estimated Cost		
		<u>-</u>			-	
	existing mortga		ary t	o halt foreclosure	e proceeding	s by a bank or to halt
Financing Summary		9.				
				Original	Interest	Current
Evicting	B. d. s. utomo more			Amount	Rate	Balance
Existing	Mortgager					
1 <sup>st</sup> Mortgage				\$ 475,000		\$ 415,854,10
2 <sup>nd</sup> Mortgage		Sheboygar	1	\$ 25,000	2.33%	\$ 44,890.83 \$ 16,797.30
3 <sup>rd</sup> Mortgage 4 <sup>th</sup> Mortgage	Higher	Unican B	cn K	\$ <b>25,000</b> \$	5.00%	\$
4 Mortgage	<u></u>	Totals:		Š		\$
				•		•
					Interest	Monthly
Proposed	Mortgager	<u> </u>		Amount	Rate	Pmt
1 <sup>st</sup> Mortgage	Cleveland				4,5070	
2 <sup>nd</sup> Mortgage	City of	Sheboygar		\$ 44,890.93	2.33%	\$ 935
3 <sup>rd</sup> Mortgage	<u>'</u>			\$		\$
4 <sup>th</sup> Mortgage	<u> </u>			\$		\$ <b>\$</b>
		Totals:		\$		<b>&gt;</b>
Terms of New Mortg	age Loan:					
Amount of Loan:	\$ 530,000	<u> </u>		Term (in years	): <u>20</u>	years ed for 5 years
Interest Rate:	4.50%			Variable or Fix	ed: <b>f</b> :x	ed for 5 years
Provide a title comm subordination.	itment or repor	t letter com	plete	ed within 30 days	of the requ	est for
Borrower's Statemen						
I am the borrower of						
new loan funds will b						
owner or documenta	ition needs to be	attached gi	ving	authorization to	access prope	erty owners' financial
information.	Clark 4	16/22				
Borrower	Daf	te		Borrower		Date

## **Property Evaluation**

1020 Michigan Ave, Sheboygan, WI, 53081

Prepared for Cleveland State Bank—Tuesday, February 22, 2022



Prepared by Daniel Menzer of Home Seekers Realty Group



03/01/2022

#### **COMMENTS**

Visual Exterior Inspection of property done 2/16/2022 --- MARKET VALUE: \$600,000 --- 2021 TAX ASSESSMENT: \$257,600

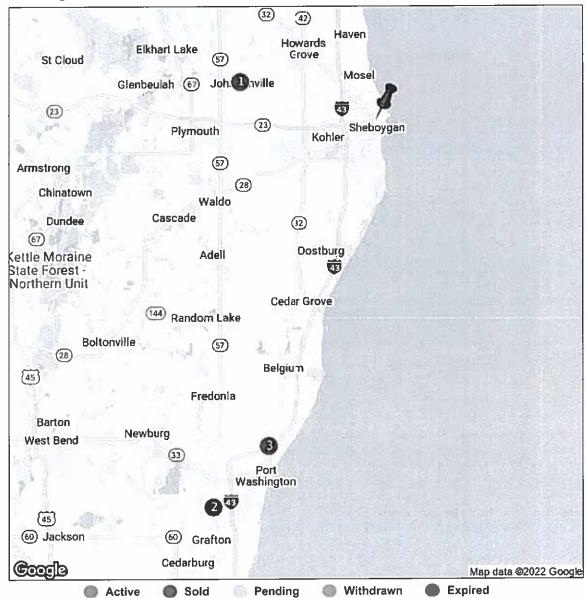
All information in this evaluation was obtained through the MLS - Multiple Listing Service, Sheboygan County Land and Taxes Records, and City of Sheboygan Assessment Data. The information takes into account local market conditions and similar recently sold and expired properties in the target market.

Exterior Inspection of roof, siding and windows are in good condition, The comparison properties are all within Sheboygan, Manitowoc, and Ozaukee County

Local real estate market conditions for commercial properties are currently average in Sheboygan County for 2022. There are currently 46 properties that are on the market and 17 of those have accepted offers, for a sale rate 37% of all commercial listings.

LEGAL DESCRIPTION: Original Plat The E 1/2 Of Lot 9 & The W 40' Of Lot 10 Block 46

## **Map of Subject And Comparable Properties**



	Address	MLS#	Status	Distance from Subject
Subject	1020 Michigan Ave , Sheboygan WI 53081			
1	W4302 County Road JM , Sheboygan Falls WI 53085	1698757	Sold	10.08m
2	2126 Valley Ct -2138, Grafton WI 53024	1738931	Sold	30.32m
3	3850 County Road KW , Port Washington WI 53074	1758003	Sold	24.78m

# **Subject**



Address	1020 Michigan Ave , Sheboygan, WI 53081
Type Commercial	Retail; Wholesale; Office(s); Warehouse; Recreation; Professional Service; Other
County	Sheboygan
Est. Total Sq. Ft.	12500.00
# of Stories	Seen a la l
Proximity to HWY	0-1 Miles
Est. Acreage	0.52
Taxes	10085.90
Tax Year	2020
Est. Year Built	1989

## **Comparable Properties**

Subject



1698757



1738931





1758003

	1020 Michigan Ave Sheboygan WI 53081	W4302 County Road JM Sheboygan Falls WI		2126 Valley Ct -2138 Grafton WI	2126 Valley Ct -2138 Grafton WI		CW VI
Distance From Subject		10	.08	30	0.32		24.78
List Price		\$519,0	000	\$480,	000	\$649	9,900
Original List Price		\$519,000		\$480,	000	\$649	9,900
Sold Price		\$560,000		\$505,000		\$620	0,000
Status		S	old	Sold			Sold
Status Date		01/03/20	22	10/13/2	021	10/07/	2021
Days on Market		4	470 75			12	
Cumulative Days on Market		3114 75		1			
Adjustment			+/-		+/-		+/-
Type Commercial	Retail; Wholesale; Office(s); Warehouse; Recreation; Professional Service; Other	Special Purpose; Other		Office(s); Warehouse		Manufacturing	
County	Sheboygan	Sheboygan		Ozaukee		Ozaukee	
Est. Total Sq. Ft.	12,500	14,118		11,850		9,000	
# of Stories	2	2		1		1	
Proximity to HWY	0-1 Miles	1-3 Miles		3-5 Miles		0-1 Miles	
Est. Acreage	0.52	6.3		1.24		0.95	
Taxes	10,085.9	8,010.1		3,451.59		3,677.68	
Tax Year	2020	2020		2020		2020	
Est. Year Built	1989	1939		1972		1990	
Adjusted Price		\$560,0	000	\$505,	000	\$620	0,000



Commitment No. 220263101405

#### CHAMPAIGN, ILLINOIS

#### **COMMITMENT FOR TITLE INSURANCE**

American Land Title Commitment for Title Insurance-adopted August 1, 2016

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. ATG HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Attorneys' Title Guaranty Fund, Inc., (ATG) commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when ATG has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and ATG's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions, Schedule A; Schedule B, Part I–Requirements, Schedule B, Part II–Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form].

#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by ATG pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and ATG's liability and obligation end.
- ATG's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by ATG or its issuing agent that may be in electronic form.

#### 4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with ATG's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify ATG about it in writing.

- (c) ATG will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) ATG's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I–Requirements have been met to the satisfaction of ATG.
- (g) In any event, ATG's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II–Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either ATG or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

# ATTORNEYS' TITLE GUARANTY FUND, INC. ATG® COMMITMENT FORM -- SCHEDULE A

Transaction Identification Data for reference only:

Commitment No.:

220263101405

Issuing Agent:

Richard J. Wirtz Law Office LLC

Issuing Office's

ALTA® Registry ID:

1138249

Property Address:

1020 Michigan Avenue

Sheboygan, WI 53081

ATG licenses:

Illinois: TU.0000002

Wisconsin: 000-51560

1. Commitment Date:

March 21, 2022 at 8:00 am

2. Policy or policies to be issued:

a. 2006 ALTA Owner's Policy

Proposed Insured:

Proposed Policy Amount:

b. X 2006 ALTA Loan Policy

Proposed Insured:

CLEVELAND STATE BANK, its successors and/or assigns

Proposed Policy Amount:

\$530,000.00

- 3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
- 4. The Title is, at the Commitment Date, vested in:

MTL Property Management, LLC, a Wisconsin limited liability company

5. The Land is described as follows:

The West 40 feet of Lot 10, Block 46, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Richard J. Wirtz Law Office LLC 1215 Eastern Avenue, P.O. Box 349 Plymouth, WI 53073-0349 (920) 893-8421

2631 Member No.

Signature of Member or Authorized Signatory

ATG FORM 1001-16 ATG (REV. 4/18) Commitment No : 220263101405 Date Printed: March 29, 2022

Prepared by ATG REsource®

FOR USE IN: ALL STATES Page 1 of 1

#### ATTORNEYS' TITLE GUARANTY FUND. INC.

#### ATG® COMMITMENT FORM -- SCHEDULE B

Commitment No.: 220263101405

Commitment Date: March 21, 2022 at 8:00 am State Issued: WI

File Name:

#### PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify ATG® in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. ATG may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy.
- 4 Documents satisfactory to ATG that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- The following additional requirements must be satisfied at or prior to the closing:
  - The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
- If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
  - A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
  - A Properly executed ALTA Statement;

Matters disclosed by the above documentation will be shown specifically on Schedule B.

NOTE: There will be an additional charge for this coverage.

- 7. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
  - (1) as an email from the domain "@atgf.com," or
  - (2) as a fax from fax number 312.372.9509 or 217.403.7401.
- 8. In order to issue the Covenants, Conditions, and Restrictions Loan Endorsement (ALTA 9.3-06) on the final mortgage policy, ATG must be provided with a current survey of the property (not older than six months from the date of this commitment) for nonresidential property, or an Affidavit in Lieu of Survey (ATG Form 3001) for residential property, and evidence of the current use of the property.
- The following additional requirements must be satisfied:
  - MORTGAGE from MTL Property Management, LLC, a Wisconsin limited liability company to CLEVELAND STATE

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part i—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Richard J. Wirtz Law Office LLC 1215 Eastern Avenue, P.O. Box 349 Plymouth, WI 53073-0349 (920) 893-8421

2631 Member No.

Signature of Member or Authorized

ATG FORM 1002-16 © ATG (REV. 3/18)

Commitment No.: 220263101405 Date Printed: March 29, 2022

Prepared by ATG REsource®

FOR USE IN: ALL STATES Page 1 of 3

#### BANK in the amount of \$530,000.00

Note: The proposed mortgage should either designate the subject property as non-homestead, identify the mortgagor as unmarried or be joined in by mortgagor's spouse. In Buy/Sell transactions, if all of the net proceeds of the proposed mortgage are to be disbursed to the seller of the subject premises as part of the purchase price and said mortgage recites on the face thereof that it is a Purchase Money Mortgage the above requirement may be disregarded.

- b. Satisfaction of Mortgage dated March 30, 2016, and recorded April 5, 2016, as Document No. 2018546, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$475,000.00, and such other sums as provided therein.
- c. Satisfaction of Assignment of Rents dated March 30, 2016, and recorded April 5, 2016, as Document No. 2018547, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$475,000.00, and such other sums as provided therein.
- d. Satisfaction of Mortgage dated April 5, 2016, and recorded April 11, 2016, as Document No. 2018821, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Redevelopment Authority of the City of Sheboygan, Wisconsin, to secure a note in the amount of \$100,000.00, and such other sums as provided therein.
- e. Satisfaction of Mortgage dated September 22, 2016, and recorded September 29, 2016, as Document No. 2027942, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$25,000.00, and such other sums as provided therein.

## PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of ATG:

#### Standard Exceptions

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
- 5. Taxes or special assessments that are not shown as existing liens by the Public Records.

#### **Special Exceptions**

- Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:

- a. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;
- b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
- 3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

The lien of taxes assessed for the year 2022 and thereafter:

First installment 2021 taxes in the amount of \$3,344.91 is PAID.

Second installment 2021 taxes in the amount of \$3,344.91 is NOT YET DUE AND PAYABLE.

Taxes for the year 2022 are not yet due and payable.

Tax Key No. 59281 200760

- Rights of the public, State of Wisconsin, and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 6. Covenants, conditions, restrictions, easements, servitudes, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the Public Land Records, or (ii) appear in, are shown on, or are referenced in any recorded Plat or Certified Survey Map.
- 7. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
- 8. Storm, sewer, drainage and sanitary district assessments, if any.
- Driveway Restoration Agreement recorded in Volume 1904 of Records on Pages 481/3, as Document No. 1616948.
- 10. Ordinance (granting right to encroach into Michigan Avenue right of way) recorded as Document No. 1731040.
- 11. The failure to satisfy any item shown in Schedule B Section 1 hereof which is required in said Schedule to be provided, satisfied, released, terminated, dismissed, subordinated, disposed of and/or paid.
- 12. A Special Assessment Letter has been ordered for the insured parcels from the City of Sheboygan by ATG. This Commitment and any issued Policy will be subject to such additional matters as the Letter discloses.

End of Schedule B

# ATTORNEYS' TITLE GUARANTY FUND, INC. and Affiliated Companies

#### PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys' Title Guaranty Fund, Inc. (ATG®) and its affiliated companies, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words "you" and "your" mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

"We." "our." and "us" mean ATG and its affiliated companies listed above.

"Nonpublic personal information" means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An "affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A "nonaffiliated third party" is a company that is not an affiliate of ours.

#### THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

## THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

## NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

## NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.

#### ATTORNEYS' TITLE GUARANTY FUND, INC.

#### INVOICE FOR TITLE CHARGES

ATG® Member TO Richard J. Wirtz Law Office LLC CLEVELAND STATE BANK 1215 Eastern Avenue, P.O. Box 349 Plymouth, WI 53073-0349 Phone: (920) 893-8421 Fax: (920) 892-6543 Seller: Buyer: MTL Property Management, LLC, a Wisconsin limited liability company 220263101405 File: Member No.: 2631 OMC No. 220263101405 Date: March 29, 2022 Owner \$0.00 Policy Amounts: 1st Mortgage \$530,000.00 Member File: 2<sup>nd</sup> Mortgage \$0.00 1020 Michigan Avenue Sheboygan, WI 53081 Property: Examination and **CUSTOMARY SELLER'S CHARGES** Other Charges TOTAL Premium Charges TITLE INSURANCE (OWNER'S POLICY) \$0.00 SEARCH FEES \$0.00 STATE TRANSFER STAMPS \$0.00 4. COUNTY TRANSFER STAMPS \$0.00 CITY TRANSFER STAMPS \$0.00 6. RELEASE STATUS VERIFICATION FEE \$0.00 ESCROW/CLOSING FEE \$0.00 8. OTHER: TOTAL FROM NEXT PAGE: \$0.00 TOTAL - ITEMS 2 THROUGH 8 \$0.00 TOTAL SELLER'S CHARGES \$0.00 Examination and **CUSTOMARY BUYER'S CHARGES** Other Charges TOTAL Premium Charges TITLE INSURANCE (MORTGAGEE POLICY) \$375.00 SEARCH FEES \$0.00 ENDORSEMENTS: LOCATION NOTE \$0.00 **ENVIRONMENTAL PROTECTION** \$0.00 ADJUSTABLE RATE MORTGAGE \$0.00 CONDOMINIUM \$0.00 4. RECORDING FEES: DEED \$0.00 MORTGAGE \$0.00 OTHER 5. ESCROW/CLOSING FEE \$0.00 6. CITY TRANSFER TAX \$0.00 OTHER: TOTAL FROM NEXT PAGE: \$0.00 8. TOTAL - ITEMS 2 THROUGH 7 \$0.00 TOTAL BUYER'S CHARGES \$375.00

TOTAL INVOICE - SELLER'S AND BUYER'S CHARGES

\$375.00

## INVOICE FOR TITLE CHARGES Miscellaneous Charges

File No.: 220263101405

OMC No.: 220263101405

Other Charges	TOTAL
	·····
Other Charges	TOTAL

#### CITY OF SHEBOYGAN

#### REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

**ITEM DESCRIPTION:** Discussion and possible action on use of RDA owned property on South Pier by Sheboygan Visual Artists to establish a summer art venue.

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

**REPORT DATE:** 4/28/2022 **MEETING DATE:** 5/4/2022

#### FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

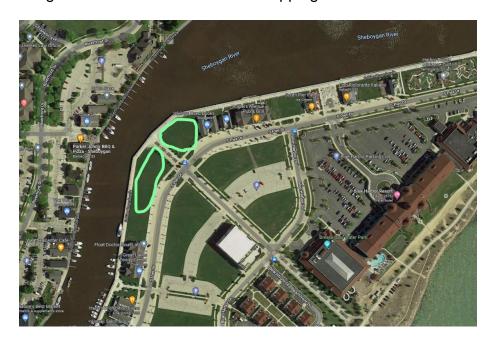
Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

#### **BACKGROUND / ANALYSIS:**

Sheboygan Visual Artists has requested use of the RDA owned property as identified below. The RDA approved this request last year and the artists did well. Staff supports this as it brings increased awareness and shopping to South Pier.



#### **STAFF COMMENTS:**

1

23

Item 9.

Only staff concern is last year they were parking on the sidewalk or on the grass by their te This approval is contingent upon them only parking on the grass and sidewalk to load/unload and all other times they need to park on the street.

#### **ACTION REQUESTED:**

Motion to approve the request, with completion of a special event application at the Department of Public Works, hold harmless, proof of insurance and \$50 usage fee and complying with the parking requirements.

#### **ATTACHMENTS:**

I. Proposal from SVA.

Item 9.

# SHEBOYGAN VISUAL ARTISTS

April 20. 2022

Chad Pelishek Executive Director Redevelopment Authority Sheboygan WI

Mr. Pelishek,

Last year was a great year for the artists of SVA. Our Art on the Pier was very successful for our artists and patrons of the arts who visited and lived in Sheboygan. We would like to continue this success with another Art on the Pier this summer. As you know Sheboygan Visual Artists is an organization of artists who live and work in Sheboygan County. SVA's mission is to bring affordable, quality art to the local community. Our artists have exhibited in businesses within the county and Central Wisconsin. Many of our artists have been preparing work that we feel would entice the visitors of Sheboygan, and residents too, during July through the first weekend of September. With the Board's approval SVA will for the following:

- Establish an art venue on the South Pier Dr. green space between the newly established Used Book Store and the Float Doctor.
- Will have fifteen to twenty artists exhibiting in pop-up canopy tents. Artists and/or art selection could change weekly. Average daily exhibiting would be approximately 2-5 artists.
- SVA (Sheboygan Visual Artists) would be the managing entity for all license required and insurance.
- Tents would be open for business from 11-7 every day.
- Dates would be July 1 through September 5.

Item 9.

Hopefully this art venue will create more interest for merchants in this South Pier area. It will also show off the great creativity and artistic talent that resides and works in Sheboygan during this great time for tourists.

Thank you in advance for your consideration and acceptance of this proposal.

Paula Hagerman Sheboygan Visual Artists paula.hagerman@gmail.com 920-918-1350

#### CITY OF SHEBOYGAN

#### REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

**ITEM DESCRIPTION:** Discussion and possible action on use of the RDA owned property on South Pier by Sheboygan Christian School for an end-of-year social gathering.

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

**REPORT DATE:** 4/28/2022 **MEETING DATE:** 5/4/2022

#### FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

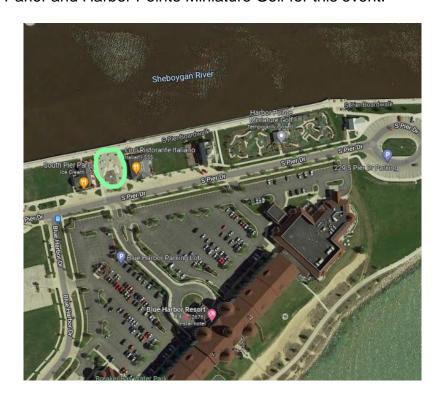
Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

#### **BACKGROUND / ANALYSIS:**

Sheboygan Christian School has requested use of the RDA owned property as identified below. The RDA approved the past few years. Sheboygan Christian partners with South Pier Ice Cream Parlor and Harbor Pointe Miniature Golf for this event.



1

27

Item 10.

#### **STAFF COMMENTS:**

Staff supports this as it brings increased awareness to the district.

#### **ACTION REQUESTED:**

Motion to approve the request and \$50 usage to be paid to the City Development office prior to the usage.

#### **ATTACHMENTS:**

I. Special Event Application from Sheboygan Christian School.



SECTION 1 - Organization Information				
Name of Organization				
Sheboygan Christian School				
Street Address	City	State	Zip	
929 Greenfield Ave	Sheboygan	WI	53081	
Telephone Number	Fax Number			
920-458-9981				
Individual Organizing the Event				
Anne Bassindale				
Address	City	State	Zip	
4013 N 47th PI	Sheboygan	WI	53083	
Email				
anne.bassindale@sheboyganchristian.com	n			
Telephone Number	Event Day Telephon	e Number		
920-627-1240	Same			
SECTION 2 - Event Information				
Name of Event	Date(s) of Eve	nt		
End Of The Year Social Friday, June 3, 2022				
activity opportunities on South Pier. We had and Segway the Lake to see if they wante would like to set up an obstacle course an session. We would also like to have a 6 ft	d to participate in the fold ad Harbor Pointe is offe	un. Nick from Segwa ring 1/2 off each fam	ay the Lake nily golf	
Is your event a (check all that apply):	□ Run	or Walk (Distance:	1	
☐ Music Concert	□ Run C			
☐ Block Party		th utilizing any Public I		
☐ Religious/Educational		/Memorial	Торстту	
☐ Parade (that includes the following)	•	c Assembly for Politic	al Durnose	
☐ Vehicles		t Tournament (Fishing	•	
☐ Animals	•	er Activity (use of lake		
☐ Marching Units		r: Social Gathering	or river)	
_		1. Good Gariering		
□ Other:				
May we share your event on social media outle	ets (City website/Faceboo	ok/Nextdoor)?		
☐ Yes				
□ No				

Revised 08/2021



#### **Location of Event:**

	Park or other public property City Green Public street, sidewalk, alley, or rig way	ht-o	☐ Privat	parking lot e property elopment Authority Land				
List an	ist any streets that may be closed or otherwise affected by your event: N/A							
Mill vo	ur ovent have a cignificant number	of v	ohislos utilizina motorod n	arking?				
vviii yo	di event nave a significant number	יע וכ	erncies utilizing metereu p	arkiilg:				
Do γοι	ı require parking meters to be cover	ed?						
-	_			s) or \$2.50/day per stall (10+ stalls).				
	ct the Parking Utility for meter numb							
Park(s)	Requested:			Public Parking Lot Requested:				
	Kiwanis Fieldhouse		Evergreen Area 4	□ Lot 2				
	Kiwanis Greenspace		Evergreen Area 5	☐ Lot 3				
	Deland Community		Evergreen Area 6	☐ Lot 4				
	Center		Roosevelt Fieldhouse	☐ Lot 5				
	Deland Greenspace		Cleveland Park Shelter	☐ Lot 7				
	Richardson Shelter		Veterans Park Shelter	☐ Lot 8				
	King Park		Vollrath Park Shelter	☐ Lot 9				
	Quarryview Center		Lakeview Park Shelter	☐ Lot 10				
	Deland Home		End Park Shelter	☐ Lot 11				
	Evergreen Area 1		Fountain Park Bandshell	☐ Lot 13				
	Evergreen Area 2		Optimist Park Shelter	☐ Lot 14				
	Evergreen Area 3		Other:	☐ Lot 17				
				South Pier				
				☐ Riverfront				
				☐ S. 12 <sup>th</sup> Street				

You MUST attach a detailed map or diagram of your event indicating the specific location, layout of the event, the direction of the route (including all turns and the number of traffic lanes to be used). Any concessions, service tents, and other temporary structures must be indicated on the diagram. The diagram will be due completed with signed special event policies and procedures form.



If the event takes place on City property (parks, city streets or right-of-ways, or other city owned facilities) in whole or in part:

□ We are		e following ch					
CTION 3 - Addit	ional Inform	ation					
hat is the estima			nis event:				
hat is the estima 0-500	ated total att	endance for th	nis event:				
umber of Booths	5:						
<b>Event Day</b>	SUN	MON	TUE	WED	THUR	FRI	SAT
ET-UP TIME						11:45 am	
START TIME						12:00 pm	
DIAKI IIIVIE						3:00 pm	
						15 minutes	
STOP TIME				J.	I		
STOP TIME EAR DOWN / CLEAN-UP	()						
START TIME  STOP TIME  EAR DOWN / CLEAN-UP  dditional organiz	ation(s) spor	nsoring event,	including add	dresses:			

■ Please check this box if your organization is tax-exempt and provide proof of tax-exempt status with this application.



IT IS THE RESPONSIBILITY OF THE EVENT ORGANIZER TO MAKE THE APPROPRIATE CONTACT WITH THE COORDINATORS LISTED BELOW AND SUBMIT COPIES OF ANY PERMITS TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WEEKS PRIOR TO THE EVENT. IF ALL DOCUMENTATION IS NOT RECEIVED THE EVENT WILL BE CANCELED.

Will you h	ave (check all that apply):	
	Street closures	Police Department
	Bon fires and/or open flames	Fire Department
	Fireworks or pyrotechnic devices	Fire Department/Coast Guard
	Activities on river/lake	Fire Department/Coast Guard
	Generator(s) and/or additional electrical facilities (Amps, Lighting, PA	system, entertainment)
		Fire Department/Public Works
	Activities in a park outside of normal operating hours	Public Works
	Bleachers, stage and/or fencing	Public Works
	Tent/Canopy larger than 100 square feet or other temporary structure	e
		Public Works/Parking Utility
	Cones and/or barricades	Public Works/Parking Utility
	Animals included or allowed in event	Public Works/City Clerks
	High-risk activities such as bounce houses, rock walls, dunk tanks, etc	Public Works/City Clerks
	Operation of amusement machines, devices, or mechanical games	City Clerks
	Alcoholic beverages	City Clerks
	Vendor related sales and/or display booths	City Clerks
	Carnival/Circus activities	City Clerks/Fire Department
	Parking meters covered	Parking Utility
	Pre-event advertising through yard or other signs	City Development
	Temporary directional or other signage during the event	City Development
	Use of Redevelopment Authority (RDA) Land	City Development

☐ Food and/or non-alcoholic beverages ...... Health Department



#### **SECTION 4 - Contact Information**

DD	IRAA	DV	CO	NIT	ACT	j
ΓN	IIVIA	וחו	LU	IVI	ALI	

Name Anne Bassindale	Daytime Telephone 920-627-1240		
Cell Phone 920-627-1240	Fax		
Email anne.bassindale@sheboyganchristian.con	n		
Address 929 Greenfield Ave	City Sheboygan	State WI	Zip 53081

#### **SECONDARY CONTACT**

Name	Daytime Telephon	Daytime Telephone				
Rudi Gesch	630-234-8483	630-234-8483				
Cell Phone 630-234-8483	Fax					
Email rudi.gesch@sheboyganchristian.com						
Address	City	State	Zip			
929 Greenfield Ave	Sheboygan	WI	53081			

#### **ONSITE PRIMARY CONTACT**

Name Anne Bassindale		Daytime Telephone 920-627-1240				
Cell Phone 920-627-1240	Fax					
Email anne.bassindale@sheboyganchr	istian.com					
Address 4013 N 47th Pl	City Sheboygan	State WI	Zip 53083			

#### **ONSITE SECONDARY CONTACT**

Name Rudi Gesch	•	Daytime Telephone 630-234-8483				
Cell Phone 630-234-8483	Fax					
Email rudi.gesch@sheboyganchristian.com						
Address 929 Greenfield Ave	City Sheboygan	State Zip WI 53081				

NOTE: Either the primary or secondary onsite contact must be present at all times during the event.

Revised 08/2021 Page 5



#### **SECTION 5 – Equipment Rentals**

Please see the below table for any equipment rentals that may be necessary for your event. Note that there is a minimum delivery charge of \$25.00 for any equipment rental and any special service requests are billed at \$50.00/hour/person. Any equipment rental fees will be billed at time of reservation.

Quantity	GRILLS									
	\$10 Each	Chicken Grill	2'x4' sections	8 sections						
	\$20 Each	Large Grill	18"x40" sections	10 sections						
		TA	ABLES & SEATING							
	\$18 Each	6' Picnic Combo	Table and attached benches	100 available						
	\$13 Each	10' Straight Table	22" Wide, 30" High, 10' Long	110 available						
	\$8 Each	10' Straight Bench	12" Wide, 19" High, 10' Long	100 available						
	\$8 Each	4' Park Bench	Bench w/backrest	150 available						
	\$200 / Rental	320 Chairs	White Plastic, \$20.00 charge for each missing chair	1 available						
			STAGES							
	\$400 / Rental	Mobile Stage	24' x 32', 40" high	1 Available						
	\$60 / Rental	Drum Stage	16' x 8', 12 or 18" high	1 Available						
	\$250 / Rental	Wood Stage	28' x 12', 36" high	1 Available						
	\$50 / Rental	Dance Floor (½ Floor)	17.5' x 36' (DPW does not setup Dance Floors)	2 Available						
	\$100 / Rental	Dance Floor (Full Floor)	35' x 36' (DPW does not setup Dance Floors)	1 Available						
		N	MISCELLANEOUS							
	\$10 Each	Snow Fence w/stakes	50' Roll							
	\$50 Each	Bleachers	16' long, 5 rows	6 Available						
	\$0 Each	Garbage Cans	Event Organizers are responsible any accumulated trash from their							
	\$0 Each	Recycling Cans	with private entities for haul-away							



. Further, the

#### **SECTION 6 - Legal Notice**

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application may be cause for denial of the event.

#### HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event.

City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or

It is understood and agreed that the undersigned sponsor of an organized special event shall save the

rights of way of the C	City of Sheboygan or	the <u>3rd</u>	day of June	, 20 <u>22</u> _	Further, the
undersigned sponsor	r hereby releases t	the City, its ag	gents, and employees	s from any liabi	lity whatsoever
associated with the o	organized special eve	ent and agrees	that the City shall not	be liable for any l	oss, damage, or
injury to the person o	or property of anyor	ne arising out o	f or resulting from the	sponsor's use of	the City streets
and or sidewalks for	its organized speci	al event. Furth	er, the undersigned a	llso agrees to pa	y all reasonable
expenses and attorne	ey's fees incurred by	y the City if the	undersigned shall de	fault under the p	rovisions of this
agreement.					
	IN WITNESS WHER	EOF, on behalf	of (group name)		
	Sheboygan Chris	tian School		of	
	Sheboygan, WI		_, have signed this agr	eement on the	
	25th	_day of April		, 20 <u>22</u>	
	Signature(s):	0~	B.		
	Anne	Bassindale			



#### SECTION 7 – Park Shelter/Building Policies and Procedures

Set-up is not allowed prior to the time stated on the Park Permit. The shelter/building is available to you only on the day of your reservation. Entering the shelter/building prior or after your scheduled reservation may result in loss of the deposit and/or additional charges. If you need additional time for set-up please be advised you will need to rent the facility the day before.

All decorations displayed are to be removed after your event. Do not use anything that would damage the walls or woodwork, for example: nails, tacks, staples, duct tape, etc. We recommend masking tape, painters tape, or command hooks. Open flames, glitter, rice, and confetti are prohibited.

Tents are permitted only in designated areas and are allowed only under certain circumstances; contact the Superintendent of Parks & Forestry for approval. It is the applicant's responsibility to call Digger's Hotline (800-242-8511) at least one week prior to requested rental to mark area for tent placement. Tents may only be set up the day of the rental and must be removed on the same day, if additional time is required please be advised you will need to rent the facility for an extra day.

A person(s) who rents a park shelter or picnic area may possess and consume alcohol in and around the shelter or picnic area. The possession or consumption of fermented malt beverages or intoxicating liquors is prohibited on all beach areas within the city.

The park and associated facilities must be maintained and restored to the same condition as when entered. Please wipe tables/counters clean, put all garbage in dumpsters (if you have an enclosed building extra garbage bags are provided in the storage closet), wipe inside/outside of any appliances, sweep floors, remove all food from the facility (including the refrigerator, sink, etc.). Please note you will need to bring your own dish cloths and soap. While every effort is made to supply the facilities with toilet paper, cleaners, wipes, trash bags, etc. if you are having a large or prolonged event please bring additional supplies with you to clean-up following your rental.

Some facilities require a key. Key pickup must be during regular business hours and can be up to one week prior to your scheduled rental date. Failure to pick up the key results in forfeiture of your rental. Please contact our office if special arrangements need to be made (920-459-3440, option 8). A security deposit will be collected at the time of key pickup which must be a check or money order.

Any damages to facilities deemed to be in excess of normal wear and tear, or excessive clean-up, will be charged to the individual signing the Park Permit Rental in addition to the forfeiture of the security deposit. If the facility is not locked up properly, you will be responsible for any damage done to the facility by vandalism. Make sure doors and windows are latched.

Cancellations must be made at least fourteen days in advance and have a \$20.00 non-refundable processing fee. Changes to the date or location of a reservation must be made at least fourteen days or more prior to the reservation date. Modifications made to any reservation date or location within fourteen days of the original rental will be treated as a cancellation.

Refunds are not issued due to unfavorable weather conditions. Rentals are not rescheduled due to unfavorable weather conditions.

Revised 08/2021



#### **SECTION 8 – Special Event Policies and Procedures**

The event organizers shall obey all laws, rules, regulations, and special orders given by the City of Sheboygan officials for the safety and health protection of the citizens. Such laws, rules, regulations, orders, and recommendations may either be written or verbal form and the decision of the City officials shall be final and conclusive.

Event organizer(s) who obtain permission to host an event shall comply, and shall ensure all attendees of the event comply, with all applicable public health guidance in effect at the time of the rental. This includes – but is not limited to – guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

Fees for all shelters or fieldhouses deemed unavailable for outside use by the Department of Public Works during the duration of the event shall be paid by the sponsoring organization. Any Greenspace fees are charged for the use of Kiwanis or Deland Park property due to the events' impact on regular recreational use.

The Event Organizer shall submit a *General Liability Insurance Policy Certificate* with a minimum of **\$1,000,000** naming the City of Sheboygan as an additional insured party for all event dates including setup and teardown. The City of Sheboygan must also be listed as the *Certificate Holder* with the address listed as 828 Center Avenue, Sheboygan, WI 53081. The Department of Public Works must receive this certificate at least 60 days prior to the event date. The City of Sheboygan also requires *Product and Premises Liability Insurance* in the amount of **\$1,000,000** in the aggregate. A certificate of insurance must be provided to the City of Sheboygan showing the correct amounts and naming the City of Sheboygan as "additional insured". Some activities may require additional insurance. The City of Sheboygan will work with you on a case by case basis.

At all times, a member of the organization's staff shall be patrolling any water banks as a safety measure.

The event sponsor must plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. Adequate, trained personnel shall be provided to control and regulate parking of vehicles in approved areas. No heavy vehicles are permitted on park turf areas. The City of Sheboygan prohibits vehicles from parking on playing fields and other specific parkland. Some grassy areas allow parking under specific conditions with AT LEAST 60 DAYS PRIOR APPROVAL by the Department of Public Works.

Please attach any information that you wish to have the City consider or you believe may be relevant to your event application.

■ I am enclosing other information that I believe is necessary or helpful to describe the planned event

Please review the Contingency Plan Information on the following page.

I have reviewed and have considered the Contingency Plan Information



#### **FOR REVIEW ONLY CONTINGENCY PLAN**

Event sponsors should review and consider the following issues when they are Contingency Plan Information planning or preparing for an event. Many of these issues are required by one or more regulations, or are components of larger regulations. Considering other issues which may not be required should contribute to the planning and operation of the event. Developing responses to these questions should result in more productive and fruitful discussions with the various departments with the City during their review of the Special Events Permit Application.

- 1. Weather related issues: rain, snow, severe storms, tornadoes, etc.
  - a. If the weather forecast includes bad weather, will the event be cancelled? If so, how will attendees be notified?
  - b. Develop a plan for the sudden onset of severe weather. Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?
  - c. Is there an area of safe refuge in case of a tornado?

#### 2. Medical Issues

- a. Where will ambulance access to the event be in case one is needed?
- b. Who will conduct crowd control in the event of a medical emergency?
- c. Will a first aid station, with trained first aid provider, be provided at the event? Where?
- d. If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?

#### 3. Crowd Control

- a. Who will monitor the barricades?
- b. Who will work the entry gates? Maintain egress and access?
- c. Who will patrol the area to prevent incidents from getting out of control?
- d. Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior. Have communications equipment.

#### 4. Security

- a. Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relation to the number necessary.
- b. If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?
- c. If applicable, what will security officials do if non-paying attendees breach the gate/perimeter?
- d. If a complaint is received, for example, for loud music, how and who will handle the complaint?
- e. Provide communications equipment. Portable radios, cell phones, and access to land lines.
- f. If applicable, secure monies in an area not accessible to the attendees.

#### 5. Logistics

- a. Where will there be, or will there be, a staging area for support staff?
- b. What time will the crowd be disbursed and by whom?
- c. Who will conduct clean-up?
- d. Remember to maintain fire lanes and access roads.
- e. Appoint one person to oversee and take responsibility for the event. Who?
- f. Will an adequate amount of restroom facilities be provided? Where?
- g. Is there adequate safe parking provided? Where?

Revised 08/2021



#### **SECTION 8 – Signature**

I am allowed to sign this application on behalf of the event sponsor. The information contained in this application for a Special Event permit is true, correct, and complete to the best of my knowledge. If there are any changes to the Special Event, I agree that I will promptly notify the City of Sheboygan of these changes and request approval of them.

$(\lambda \lambda \gamma \lambda \lambda \gamma \lambda \lambda$		4/25/22					
Signature		Date					
Anne Bassindale		Event Coordinator, Sheboygan Christian School					
Print Name		Print Title and Organization Name					
SECTION 9 – FOR OFFICE USE ONLY							
In agreement to the promises and stipula hereunto affixed their signatures below.  CITY OF SHEBOYGAN	itions stated	within this application, the parties cor	ncerned have				
Public Works Business Manager	Date	Director of Public Works	Date				
City Clerk	Date	Director of Transit	Date				
Director of Planning & Development	Date	Police	Date				
Fire	Date	_					

#### CITY OF SHEBOYGAN

#### REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

**ITEM DESCRIPTION:** Discussion and possible action on use of the RDA owned property on South Pier by Northshore Property Management on July 4, 2022 for the 4<sup>th</sup> of July Celebration.

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

**REPORT DATE:** 4/28/2022 **MEETING DATE:** 5/4/2022

#### FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

#### **BACKGROUND / ANALYSIS:**

Northshore Property Management recently opened up a convenience store along with sales office in the former Anglers Avenue Bait and Tackle space on South Pier. Northshore Management is requesting use of the RDA owned property to the east of their property for a festivities associated with the city's 4<sup>th</sup> of July Celebration. This area has been historically used by Anglers Avenue. They would also like to use the space on August 20, 2022 for a wine tasting paring as well.



1

40

#### **STAFF COMMENTS:**

Staff supports this as it brings increased awareness to the district.

#### **ACTION REQUESTED:**

Motion to approve the request, filing special events applications, hold harmless and proof of insurance and \$50 usage to be paid to the City Development office prior to the usage of the two dates.

#### **ATTACHMENTS:**

I. Email from Cathi Cooper dated 4/14/2022.

2

$G \cap \cap d$	afternoor	Chad
uoou	aiteillooi	ı Cııau,

We would like to reserve the grassy area next to 510 S Pier on July 4, 2022 live bands we will need to extend our beer coverage and August 20, 2022 for a wine tasting paring.

Please let me know the next right steps to take.

Thank you for your help!

**Cathy Cooper** 

North Shore Property Management

920-226-9918

Sent from my iPhone



#### **Business Loans**

As of: 3/31/2022

Business Name	iginal Loan Amount	an Balance 2/31/2021	Pı	rincipal Paid 2022	Interest Paid 2022	an Balance 3/31/2022	Last Payment Received	Current Status	Comments	
Lee Realty & Development	\$ 200,000.00	\$ 8,497.19	\$	5,874.70	\$ 67.37	\$ 2,622.49		Past due	March & April pmts not made	Has been no
Prohibition Bristo Inc.	\$ 120,000.00	\$ 19,746.04	\$	2,223.29	\$ 94.17	\$ 17,522.75		Current		
Doll House Factory	\$ 75,000.00	\$ 28,501.43	\$	1,296.25	\$ 115.73	\$ 27,205.18		Past Due	April pmt not made	Notified - will pmt in sho
Catering with Culinary Artists	\$ 200,000.00	\$ 72,825.22	\$	5,211.85	\$ 444.23	\$ 67,613.37		Current		
3 Sheeps Brewery	\$ 275,000.00	\$ 217,811.86	\$	4,288.91	\$ 888.33	\$ 213,522.95		Current		
The Sign Shop	\$ 100,000.00	\$ 48,140.61	\$	3,249.78	\$ 359.36	\$ 44,890.83		Current		
ePower Manufacturing	\$ 300,000.00	\$ 160,623.70	\$	23,914.55	\$ 2,244.33	\$ 136,709.15		Past due	March & April pmts not made	Notified - send check
Doin LLC	\$ 70,000.00	\$ 14,348.82	\$	2,628.60	\$ 75.78	\$ 11,720.22		Current		
Paper Box & Specialty	\$ 100,000.00	\$ 48,108.36	\$	3,381.42	\$ 310.22	\$ 44,726.94		Current		
The Financial Group	\$ 75,000.00	\$ 22,232.00	\$	1,981.96	\$ 139.07	\$ 20,250.04		Current		
Old World Creamery	\$ 300,000.00	\$ 155,993.76	\$	7,538.17	\$ 925.85	\$ 148,455.59		Current		
Old World Creamery II	\$ 500,000.00	\$ 341,525.98	\$	12,012.44	\$ 2,250.88	\$ 329,513.54		Current		
WE GameOn, LLC	\$ 50,000.00	\$ 41,092.92	\$	2,329.48	\$ 571.92	\$ 38,763.44		Current		
Lifepoint Counseling LLC	\$ 75,000.00	\$ 70,585.24	\$	1,675.42	\$ 456.92	\$ 68,909.82		Current		
HH2 Properties (FKA Sprechers)	\$ 150,000.00	\$ 101,697.56	\$	4,644.04	\$ 866.85	\$ 97,053.52		Current		

notified

vill bring hortly

ending in

#### Forgivable Loans

Johnsonville	\$ 200,000.00	N/A	\$	\$ -	\$ 200,000.00	No payments	N/A
BrewHub dba Craft30	\$ 75,000.00	N/A	\$ -	\$	\$ 75,000.00	No payments	N/A
Home Inc	\$ 100,000.00	N/A	\$ -	\$ -	\$ 200,000.00	No payments	N/A