



# REDEVELOPMENT AUTHORITY AGENDA

September 27, 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: Roberta Filicky-Peneski, David Sachse, Steven Harrison, James Conway, James Owen, and Deidre Martinez
2. Call to Order
3. Pledge of Allegiance
4. Identify potential conflict of interest

## MINUTES

5. Motion to approve minutes from September 7, 2022.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Discussion and possible action on Historic Preservation research request from Jamison Stokdyk regarding 701 S. 8th Street.
7. Discussion and possible action on possible revisions to ground lease agreement between the Redevelopment Authority and SP-Riverfront Condominium.

## CLOSED SESSION

8. Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(e) Wis. Stats., for the purpose of updated information related to the potential development opportunity in the South Pier District, where bargaining reasons require a closed session.

## OPEN SESSION

9. Motion to reconvene into open session.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

10. Discussion and possible action South Pier development opportunity discussed in closed session.

## NEXT MEETING

11. TBD

**ADJOURN**

12. 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, September 07, 2022**

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**OPENING OF MEETING**

**MEMBERS PRESENT:** Roberta Filicky-Peneski, Jim Conway, David Sachse and Steve Harrison

**MEMBERS EXCUSED:** James Owen and Deidre Martinez

**STAFF/OFFICIALS PRESENT:** Planning & Development Director Chad Pelishek

1. Roll Call

Introductions were made.

2. Call to Order

Chair Roberta Filicky-Peneski called the meeting to order.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Identify potential conflict of interest

No committee member had a conflict of interest.

**MINUTES**

5. Motion to approve minutes from June 29, 2022.

Motion by Steve Harrison, second by Jim Conway to approve June 29, 2022 minutes.

Motion carried.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Discussion and possible action on partial consent of assessment of a ground lease agreement from Sheboygan Acquisitions regarding 820 Blue Harbor Drive.

Marsha Forsythe, 802 Blue Harbor Dr., is requesting to partially reassign the ground lease from Sheboygan Acquisitions, LLC to New Frontiers Capital, LLC so that the lease is equally split among the five family members.

Attorney Chuck Adams discussed the form of the assignment, Tenancy in Common, and how this may be problematic. Potential options would be to have the lease held as a joint tenancy, or approve the assignment with contingencies.

Motion by David Sachse, second by Steve Harrison to approve the assignment of lease based upon contingencies approved by Attorney Chuck Adams and Planning & Development Director Chad Pelishek.  
Motion carried.

7. Update on the former Koepsell Development project.

Chad Pelishek discussed General Capital and their application for a WHEDA tax credit funding for the project. The tax credit application was partially awarded for affordable housing, however, there is still a significant gap in the pro-forma. General Capital is currently looking for additional funding sources to fill that gap. General Capital will report back to the Redevelopment Authority within a month to see if the project is still feasible in some form.

8. Discussion and possible action on possible revisions to ground lease agreement between the Redevelopment Authority and SP-Riverfront Condominium.

Chad Pelishek asked that this item be held until Toby Watson can appear at the meeting to discuss what revisions to the ground lease agreement he is requesting.

## CLOSED SESSION

9. Motion to convene in closed session under the exemption provided in Sec. 19.85 (1)(e) Wis. Stats., for the purpose of updated information related to the potential development opportunity at 511 N. Commerce Street, and development opportunity in the South Pier District, where bargaining reasons require a closed session.

Motion by David Sachse, second by Steve Harrison to go into closed session.

Roll Call Vote:

Aye: Filicky-Peneski, Conway, Sachse and Harrison

Nay: none

Motion Carried.

## OPEN SESSION

10. Motion to reconvene into open session.

Motion by David Sachse, second by Steve Harrison to reconvene into open session.

Roll Call Vote:

Aye: Filicky-Peneski, Conway, Sachse and Harrison

Nay: none

Motion Carried.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

11. Discussion and possible action on 511 N. Commerce Street discussed in closed session.

No action was taken in open session on this item.

12. Discussion and possible action on South Pier development opportunity discussed in closed session.

No action was taken in open session on this item.

## NEXT MEETING

13. TBD

## ADJOURN

14. Motion to Adjourn

Motion by David Sachse, second by Jim Conway to adjourn. Motion carried.

Being no further business, the meeting was adjourned at 8:45 a.m.

*Item 5.*

## CITY OF SHEBOYGAN

## REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION

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**ITEM DESCRIPTION:** Discussion and possible action on Historic Preservation research request from Jamison Stokdyk regarding 701 S. 8<sup>th</sup> Street.

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

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**REPORT DATE:** 9/22/2022

**MEETING DATE:** 9/27/2022

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

Mr. Stokdyk owns the property at 701 S. 8<sup>th</sup> Street. The property has been vacant and a number of other uses for many years. Mr. Stokdyk is interested in working with Legacy Architecture to complete a historical design study. The building image is below.



In the 2022 Community Development Block Grant program \$69,000 was allocated for Historic Preservation. This request is for \$5,000 leaving a balance of \$64,000. Under the terms of the program, the City will fund up 100% of the project, provided the project moves to construction. Upon completion of the study, the city will reimburse 75% and the remaining 25% will be paid out when the project starts construction.

**STAFF COMMENTS:**

None.

**ACTION REQUESTED:**

Motion to approve the request of allocating \$5,000 for a historic preservation façade research study and design drawings.

**ATTACHMENTS:**

I. Application and Cost Proposal

## A. General Information

Completed by jstokdyk@hotmail.com on 7/12/2022 9:06 AM

Case Id: 30208

Name: Stokdyk, Jamison - 2021

Address: 1712 N 4th St

Item 6.

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### A. General Information

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Please provide the following information.

#### A.1. Applicant First Name

Jamison

#### A.2. Applicant Last Name

Stokdyk

#### A.3. Applicant Address

1712 N 4th St Sheboygan, WI 53081

#### A.4. Phone

(920) 458-4038

#### A.5. Email Address

jstokdyk@hotmail.com

#### A.6. Name of Firm

Legacy Architecture

#### A.7. Architect

Jennifer L. Lehrke

#### A.8. Architect Address

605 Erie Ave Suite 101 Sheboygan, WI 53081

#### A.9. Architect Phone

(920) 783-6303

#### A.10. Architect Email Address

jlehrke@legacy-architecture.com



## B. Project Information

Case Id: 30208

Item 6.

Name: Stokdyk, Jamison - 2021

Completed by jstokdyk@hotmail.com on 7/12/2022 9:35 AM

Address: 1712 N 4th St

### B. Project Information

(Costs must be verified by two written estimates from contractors which include Federal wage rates as well as the design drawings for the work to be funded.)

#### B.1. Project Location

701 S 8th St

Sheboygan WI 53081

#### B.2. Total Project Costs (Exterior)

\$95,000.00

#### B.3. Amount Requested

\$55,000.00

#### B.4. Other Funding Sources:

Name	Amount	Other Agency Funding Status
Research Grant	\$5,000.00	Pending
Owner	\$40,000.00	Approved
	\$45,000.00	

#### B.5. Proposed Budget

Budget Category	Amount	Description
Exterior Renovation Costs	\$95,000.00	Rebuild and restore facade to original footprint and appropriate detail, including steel and masonry, doors, windows, awnings, and lights. Repair cream city brick where needed.

#### B.6. Has a Façade application for research work been approved previously?

No

## Certification

Completed by jstokdyk@hotmail.com on 9/21/2022 4:46 PM

Case Id: 30208

Name: Stokdyk, Jamison - 2021

Address: 1712 N 4th St

Item 6.

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### Certification

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Once an application is submitted, it can only be "Re-opened" by an Administrator.

☒ I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Signature

*Jamison Stokdyk*

Electronically signed by jstokdyk@hotmail.com on 9/21/2022 4:46 PM

Date

09/21/2022



**LEGACY**  
architecture

Item 6.

605 Erie Avenue, Suite 101  
Sheboygan, Wisconsin 53081  
(920) 783-6303  
www.legacy-architecture.com

June 1, 2022

Jamison Stokdyk  
Studio Lane LLC  
1712 N. 4<sup>th</sup> Street  
Sheboygan, WI 53081

Re: City of Sheboygan Historic Preservation Grant Program  
Façade Grant for Research Work  
701 S. 8<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Jamison:

It was a pleasure talking to you regarding the above-mentioned building. We understand that you would like to rehabilitate the exterior of the building, particularly the storefront. You have already obtained a City of Sheboygan Historic Preservation Grant for Façade Grant for Research Work as part of your overall financing package.

## **ARCHITECTURE & ENGINEERING SERVICES**

Remodeling a commercial building such as this is a major undertaking. We can help guide you through the steps in this process including Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration. Based on our discussion, we suggest a Scope of Work which includes Schematic Design only. Therefore, our Scope of Services for this Agreement shall include the following:

### **Schematic Design**

- Visit the site to verify and photograph existing conditions and take field measurements of the front of the building via laser scan.
- Draft existing partial floor plans and west elevation.
- Meet with you once to review owner-supplied data and define project requirements.
- Prepare up to three conceptual design options.
- Meet with you twice to review design options and arrive at the schematic design.
- Prepare color elevations including material notes and color selections.

### **Excluded Services**

In addition to the Scope of Services to be provided under this Agreement, certain other services may be necessary or advisable for the Project. The Client has decided to include such services from another source or to forgo those services until a later date. The following recommended services are therefore excluded from this Agreement:

- Additional work not specifically mentioned in the Scope of Services above, including Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration phase services

- ALTA Land Title, Existing Conditions, and Topographic Survey
- Civil, structural, fire protection, plumbing, mechanical, and electrical engineering services
- Landscape architecture and interior design services

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs arising out of or in any way connected with the Consultant's not providing these Excluded Services. If any of these services are desired at a later date, they will be performed at our regular hourly rates.

## FEES

The fees for the above services will be \$5,000, including reimbursable expenses such as printing, mileage, shipping, and postage.

If additional services are desired at a later date, they will be performed at our 2022 Schedule of Rates as follows:

Principal Architect or Interior Designer.....	\$150/hour
Senior Project Manager.....	\$140/hour
Project Manager.....	\$105/hour
Project Designer.....	\$70-\$100/hour
Historic Preservation Staff.....	\$75/hour
Business/Administrative Staff.....	\$70/hour
Reimbursable Expenses.....	Cost + 10%

## TERMS & CONDITIONS

Invoices shall be submitted by the Consultant monthly on the basis of work completed and are due on the 21st of each month and shall be considered past due if not paid by the end of the same month. If payment in full is not received by the Consultant within 30 calendar days, invoices shall bear interest at 1.5% or the maximum rate allowable by law, whichever is less, of the past due amount per month, which shall be calculated from the invoice date. Payment thereafter shall be first applied to accrued interest and then to the unpaid principal.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client or in the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus collection agency fees and expenses, collection bonds, reasonable attorney's fees, court costs, and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's time and expenses spent for such collection action, computed according to the Consultant's prevailing fee schedule and expense policies. The obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payments when due or otherwise is in material breach of the Agreement, the Consultant may suspend performance of service. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of the Agreement and shall be cause for termination of this Agreement by the Consultant. In the event of termination of this Agreement by either party, the Client shall within 30 calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. In establishing fees for any additional services to be performed, the Consultant shall utilize the same fee schedule included herein. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the termination provision thereof.

If the Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the Consultant if used, reused, changed, or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change, or completion by any other party of any construction documents prepared by the Consultant.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

In the event the parties to this Agreement are unable to reach a settlement of a fee dispute involving an amount of less than \$10,000, arising out of this Agreement or related to the services under this Agreement, in accordance with the paragraph above, then such dispute may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining. The Client and the Consultant shall mutually agree over the choice of a qualified arbitrator with construction industry experience free of any conflicts of interest among the parties. The Client and the Consultant also agree that discovery and rules of evidence shall be in accordance with the code of civil procedure in the State of Wisconsin. The decision of the arbitrator may be excepted to, challenged, and appealed according to law.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance or professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to

indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please contact us if there are any questions or if you require further information.

Sincerely,

Legacy Architecture, Inc.



Jennifer L. Lehrke, AIA, NCARB  
Principal Architect, Interior Designer & Historic Preservation Consultant

#### ACCEPTANCE

Signing and dating of this letter and returning it to Legacy Architecture, Inc. will indicate your acceptance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date