

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** Conditional Use and variance application by Kohler Credit Union to install a temporary sign at the new Meijer site located at 924 N. Taylor Drive. SC Zone

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

Kohler Credit Union is proposing to install a new temporary sign at the new Meijer site located at 924 N. Taylor Drive. The applicant states:

- Kohler Credit Union is requesting to install a banner at the current Meijer construction site. Meijer currently has a banner hanging on the fence of 924 N. Taylor Drive. Kohler Credit Union is requesting permission to install a second banner at the same location/site announcing the upcoming opening of our branch within the Meijer store.
- The location of the banner was suggested to us by Rockford Construction to ensure we are abiding by city rules and regulations to not have a negative impact on pedestrian and/or vehicular safety. Prior to requesting approval from the City for this banner, we have received approval from both Meijer and Rockford Construction to ensure there were no concerns on their end.
- The banner will be made of vinyl material at a size of 32sf (4 x 8). The design of the banner is simply to announce that Kohler Credit Union is "Opening Soon" and more details can be found on our website.
- In addition to being a full service branch, the new branch will provide extended hours and will support the significant membership base in the Sheboygan area. We are hoping to get the banner signage in place as early as January 2019 and will be displayed at the site until the opening of the store in spring of 2019 to show our partnership with Meijer.

**STAFF COMMENTS:**

Applicant is requesting the following variance:

To install a temporary banner for longer than 30 days – A temporary banner is permitted for 30 days.

**ACTION REQUESTED:**

Staff recommends approval of the conditional use/sign permit and variance subject to the following conditions:

1. Maximum square footage permitted is 32sf.
2. Sign messages and/or location shall not create any pedestrian/vehicular conflicts.
3. The sign shall be appropriately maintained.
4. Temporary sign shall be removed 30 days after an occupancy permit has been issued or by June 1, 2019, whichever occurs first.

**ATTACHMENTS:**

Conditional Use Permit Application and required attachments.

PARCEL NO. 215851  
MAP NO. \_\_\_\_\_  
ZONING CLASSIFICATION: SC

Office Use Only  
APPLICATION/FILE NO. \_\_\_\_\_  
REVIEW DATE: 12/11/18

FILING FEE: \$250.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
CONDITIONAL USE PERMIT**  
Requirements Per Section 15.905  
Revised May 2012



Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104. To be placed on the agenda of the City Plan Commission, application must be filed two weeks prior to date of meeting. Applications will not be processed if all required attachments and filing fee of \$250 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: **Laura Gabrielse**  
ADDRESS: **850 Woodlake Rd., Kohler WI 53044**      E-MAIL: **lgabrielse@kohlercu.com**  
PHONE: **920-783-2456**      FAX NO. **920-208-5340**

**2. DESCRIPTION OF THE SUBJECT SITE/PROPOSED PROJECT**

NAME OF PROPOSED/EXISTING BUSINESS: **Meijer Inc. / Kohler Credit Union**  
ADDRESS OF PROPERTY AFFECTED: **924 N. Taylor Dr., Sheboygan, WI 53081**  
LEGAL DESCRIPTION: \_\_\_\_\_

BRIEF DESCRIPTION OF **EXISTING** OPERATION OR USE: **Meijer currently has a banner hanging in the location where we are proposing to hang a Kohler Credit Union banner (which would be in addition to the Meijer banner).**

DETAILED DESCRIPTION OF **PROPOSED** OPERATION OR USE INCLUDING ANY CHANGES TO THE EXISTING USE: **We are requesting that we be able to hang a second banner at the same location/site announcing the upcoming opening of our branch within the Meijer store. The Meijer banner would remain.**

BRIEF DESCRIPTION OF ALL REQUESTED VARIANCES FROM PROVISIONS OF THE ZONING ORDINANCE, WHICH ARE RELATED TO THE PROPOSED OPERATION OR USE: \_\_\_\_\_

OFFICE USE ONLY

PARCEL NO.: \_\_\_\_\_

MAP NO.: \_\_\_\_\_

ZONING CLASSIFICATION: \_\_\_\_\_

OFFICE USE ONLY

REVIEW DATE: \_\_\_\_\_

APPROVAL: \_\_\_\_\_  
Steve Sokolowski, City Planner

**CITY OF SHEBOYGAN  
DEPARTMENT OF CITY DEVELOPMENT**

828 Center Avenue Suite 104, Sheboygan, WI 53081  
Phone: (920) 459-3377 Fax: (920) 459-7302  
E-Mail: development@ci.sheboygan.wi.us

**SIGN PERMIT APPLICATION**

(November, 2009)

Completed application and all required attachments are to be filed with the Department of City Development, 828 Center Avenue, Suite 104 for review by the City Planner.

**1. APPLICANT INFORMATION**

APPLICANT: Laura Gabrielse  
ADDRESS: 850 Woodlake Rd., Kohler, WI 54044  
E-MAIL ADDRESS: lgabrielse@kohlercu.com  
PHONE: 920-783-2456 FAX NO: 920-208-5340

**2. OWNER INFORMATION**

OWNER OF SITE: Meijer, Inc. / Kohler Credit Union  
ADDRESS: 924 N. Taylor Dr., Sheboygan, WI 53081  
PHONE: ( ) \_\_\_\_\_ FAX NO: ( ) \_\_\_\_\_

**3. DESCRIPTION OF THE PROPOSED SIGN AND USE OF THE SUBJECT SITE**

NAME OF PROPOSED/EXISTING BUSINESS: Meijer, Inc. / Kohler Credit Union  
ADDRESS OF PROPERTY AFFECTED: 924 N. Taylor Dr., Sheboygan, WI 53081

USE OF PROPERTY: A Kohler Credit Union branch will be located within the Meijer store.

TYPE OF SIGN: 8' x 4' banner (32 sq. ft)

DESCRIPTION OF PROPOSED SIGN: Banner will indicate that our branch, located inside the Sheboygan Meijer store, will be opening soon and more details can be found on our website. Banner will be placed on the fence surrounding the construction site, next to the Meijer banner currently in place.

**4. CONFIGURATION OF PROPOSED SIGN:**



Date: November 20, 2018  
Contact: Laura Gabrielse, Sr. Vice President of Communications & Community Development  
Phone: 920.783.2456  
Email: lgabrielse@kohlercu.com

Dear Plan Commission,

I am writing in regards to our request for an additional banner to be displayed at the current Meijer construction site in Sheboygan. Meijer currently has a banner hanging on the fence of 924 N. Taylor Drive. We are proposing that Kohler Credit Union receive permission to hang a second banner at the same location/site announcing the upcoming opening of our branch within the Meijer store.

In addition to being a full service branch, the new branch will provide extended hours and will support the significant membership base in the Sheboygan area. We are hoping to get the banner signage in place as early as January 2019 and will be displayed at the site until the opening of the store in spring of 2019 to show our partnership with Meijer.

The location of the banner was chosen to follow suit with where the current Meijer banner is hanging and was suggested to us by Rockford Construction to ensure we are abiding by city rules and regulations to not have a negative impact on pedestrian and/or vehicular safety. The banner will be made of vinyl material at a size of 8 feet in width and 4 feet in height (32 sq.ft.). The design of the banner is simply to announce that Kohler Credit Union is "opening soon" and more details can be found on our website.

Prior to requesting approval from the City for this banner, we have received approval from both Meijer and Rockford Construction to ensure there were no concerns on their end.

We greatly appreciate your consideration for our banner signage located at 924 N. Taylor Drive in Sheboygan. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Laura Gabrielse

OPENING SOON!  
**KOHLER**  
CREDIT UNION  
Visit [kohlercu.com](http://kohlercu.com) to learn more!

coming soon!  
**meijer**

**meijer**

meijer



8'-0"

**OPENING SOON!**



Visit [kohlercu.com](http://kohlercu.com) to learn more!

4'-0"

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** Conditional Use and variance application by Sheboygan Human Rights Association, Inc. to operate a family support service office at 1706 S. 11<sup>th</sup> Street (former St. Andrew Lutheran Church Parsonage). NR Zone.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

---

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

Sheboygan Human Rights Association, Inc. (SHRAI) is proposing to operate the SHRAI family support services office from 1706 S. 11<sup>th</sup> Street (former St. Andrew Lutheran Church Parsonage). The applicant states the following about the project:

- Sheboygan Human Rights Association, Inc. (SHRAI) oversees and operates Sheboygan County Head Start/Early Head Start (SCHS/EHS) and Growing Generations Childcare (GGC). Our proposed use, for 1706 S. 11th Street, would be to move our SCHS family support staff to this office space (approximately 5 people conducting home visiting activities). The type of work would be mostly educational support for parents and their children. The staff members hold a Bachelor's degree in Social Work or a related field and work directly with parents on goal-setting, parenting skills, and family strengthening activities. We believe that parents are their child's first and most important teachers and support them in this effort.
- Conditional Use of this building would allow us to serve children and families by conducting small family development meetings; one-on-one enrollment, registrations, and parent orientations; small parenting skill workshops; and occasional Early Head Start socialization classes (these are educational classes for parents with their child, ages 0-3 years, conducted up-to twice a month on for an hour and a half during the weekday hours and usually involves 3-6 parents).

- We also want to provide a learning garden within the existing fenced in area of this parcel. This will provide a learning opportunity for children and parents showing the evolution of a seed to product of consumption. In addition, the enhancement of the garden will provide maintenance of the exterior of the property in a pleasurable manner for the neighborhood.
- We would continue the same type of work as the church did for over 100 years, specifically related to, community outreach, education, family development and engagement. The church donated the property to our organization because of our work with children and families. Our Head Start/Early Head Start families live at or below the federal poverty level (i.e. a family of 4 at or below \$25,100 a year). The congregation saw it as a way to continue, in part, their work in local, community outreach and as a legacy of their congregation into the future. We are a local community organization and our clients are Sheboygan families, 25% of the families that we work with live in a five (5) block radius from this location. Our Head Start operations offer center-based preschool classes for the purpose of giving our most vulnerable children in Sheboygan needed educational and developmental support. Early Head Start operates as a home-based program where the majority of educational and developmental support happens in the homes with parents.
- While the church, after renovations, will offer ample space for our preschool and large family activities/events, it will not provide enough room for our additional family development activities. Once it is remodeled, it is not large enough to provide all of the space needed to run the entire program. The plan is to remodel the church to house the following:
  - Several new classrooms on the upper and lower level of our main building (the hope is to add 7 large classrooms currently fellowship hall in the lower level using for larger family and staff events & activities).
  - Teacher offices (for approximately 20 Teachers).
  - Support staff offices (4 program assistants).
  - Large motor/family event room (the current Sanctuary which cannot be used/converted for another 1.5 years as a condition of the donation from the congregation).
  - Health room/office (Nurse and Health Assistant).
  - Space for special needs & mental health specialist s work (3-4 Consultant Specialists)
  - Kitchen for meals & nutrition office (Food Service Manager and 3 cooks).
  - A training room that will double as our conference/meeting room.
  - Staff breakroom & small kitchenette.
  - Administrative and program content offices (8 staff).

- The location is ideal since it is located directly across the street and faces our main building; has an alley directly to the South; Broadway Avenue directly to the north, and the backside runs along one neighbor to the West.
- As mentioned previously, both programs work with the parents to strengthen the family by setting and working on personal or family goals, such as, obtaining a GED, pursuing higher education, workforce training/education, find stable housing (several of our families have been or are homeless), mental and physical wellness, obtaining a driver's license, improve parenting skills, just to name a few things that we do with parents. Approximately 75% of this work is accomplished in the home and the location we are requesting the conditional use for is needed office space for our Family Advocate staff and the small meetings discussed earlier. This is small snapshot of our work, but shows the very consistent aspects of the similar work that was happening through the church previous to our proposal.

### **STAFF COMMENTS:**

Staff has several comments and concerns with the proposed use of this single-family dwelling for office purposes:

- When the Plan Commission approved the SHRAI conditional use permit to use the former St. Andrew Lutheran Church for their programs, the applicant stated (July 2018):

*Sheboygan Human Rights Association, Inc. (SHRAI) oversees and operates Sheboygan County Head Start/Early Head Start and Growing Generations Childcare. The first phase of our proposed use (approximately 2 years), will be to move our SHRAI administrative staff (approximately 4 people) and our Head Start/Early Head Start content area specialist for our preschool programming (approximately 8 people), and our family support staff (they conduct home visiting activities approximately 4 people). The staff listed would be operating out of existing offices located on the lower level and first floor of the building.*

Why now is it necessary to use the single-family dwelling as additional office space when the original plan was to house these services in the main facility at 1711 S. 11<sup>th</sup> Street?

- If the office use is approved, the applicant needs to be aware that the structure will be considered a commercial building and will need to meet all commercial building codes. It is likely that there will be some costs involved to convert such a single-family dwelling to a commercial building.
- No formal signage sign package has been proposed. Staff would recommend that the applicant not be permitted any signage in this residential neighborhood.

The Plan Commission should have the applicant address the following:

- What types of building and site improvements are proposed (architectural, parking, landscaping, signage, etc.)?
- What is the proposed timeframe for occupancy/use of the facility?
- When the facility is at full capacity how many employees, children, adults, etc. will be at the site?
- Explain the construction and design of the new handicap ramp and sidewalk proposed on the north side of the property.

The applicant has provided a site plan that shows a new handicap ramp on the north side of the property but provides no details regarding its design (colors, materials, etc.). If approved, staff will be recommending a condition that requires the applicant to construct a concrete ramp with decorative rails that match the colors of the structure.

If approved, staff will be recommending that the applicant be required to negotiate a payment in lieu of taxes (PILOT).

The applicant is requesting the following land use variances:

- Requesting to maintain the existing building setback to the property lines - The minimum setback for an indoor institutional use to a property line is 50 feet.
- Requesting a variance from the minimum parking requirements (2 parking spaces) – The minimum number of onsite parking is four (4). One space per 300sf and the house is approximately 1,200sf.

**ACTION REQUESTED:**

Staff is recommending that the proposed office use of 1706 S. 11<sup>th</sup> Street be denied based on the following concerns:

- SHRAI has adequate room in the former St. Andrew Lutheran Church/School facility to house this family service program.
- The original use of the property was as a single-family dwelling (a parsonage).
- Such a proposed office use may conflict with the adjacent residential uses that surround this property.
- Minimal onsite parking is available.

- It is staff position that the best use of the 1706 N. 11<sup>th</sup> Street property is as a single-family dwelling similar to all of the other residential uses in and around this neighborhood.

However, if the Plan Commission elects to approve the conditional use and variance requests, staff would recommend the following conditions.

1. Prior to building permit issuance, the applicant shall obtain all licenses and permits as well as meet all required codes including but not limited to building, plumbing, electrical, HVAC, fire, water, sewer, health, storm drainage, etc. An occupancy permit will be granted only at such time as the applicant has met all requirements.
2. The applicant shall to construct a concrete ramp with decorative rails that match the colors of the structure. If staff has any concerns with the handicap ramp design, the matter may be brought back to the Plan Commission for their consideration. Proposed handicap ramp shall meet all required building codes.
3. If using dumpsters, dumpster(s) shall be screened/enclosed and constructed of like materials and colors of the facility. Dumpster enclosure shall be completed prior to issuance of an occupancy permit.
4. Outdoor storage of materials, products or equipment shall be prohibited.
5. All ground level and rooftop mechanicals shall be screened and/or enclosed and constructed of like materials and colors of the facility (HVAC equipment, etc.).
6. All new lighting shall be installed per Section 15.707 of the City of Sheboygan Zoning Ordinance (site lighting, building lighting, signage, etc.). There shall be no spillover light onto adjacent properties or the streets.
7. Existing fencing is weathered and shall be re-stained a color compatible with that of the primary structure by June 28, 2019.
8. Applicant shall not be able to install any signage at this site.
9. This conditional use permit only allows SHRAI to use the structure/property located 1706 S. 11<sup>th</sup> Street. SHRAI may not lease this property to any other tenant, agency, organization, etc.
10. If SHRAI sells this structure/property located 1706 S. 11<sup>th</sup> Street, it shall be sold as a single-family home use only.
11. If there are to be any remodel/renovations to the exterior of the facility, the applicant will be required to obtain approval from the Architectural Review Board prior to receiving a building permit for such remodel/renovation.
12. Applicant is required to work with City staff regarding a payment in lieu of taxes (PILOT) for their facility located at 1706 S. 11<sup>th</sup> Street (parcel # 400130). Applicant will have an executed PILOT with the City of Sheboygan prior to issuance of a building permit.
13. If there are any amendments to the approved conditional use permit (including but not limited to site plan, architectural design, use, etc.), the applicant will be required to submit a new conditional use application reflecting those amendments.

#### **ATTACHMENTS:**

Conditional Use Permit Application and required attachments.

PARCEL NO. \_\_\_\_\_

MAP NO. \_\_\_\_\_

ZONING CLASSIFICATION: \_\_\_\_\_

Office Use Only

APPLICATION/FILE NO. \_\_\_\_\_

REVIEW DATE: 12/11/18

FILING FEE: \$250.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
CONDITIONAL USE PERMIT**

Requirements Per Section 15.905  
Revised May 2012

Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104. To be placed on the agenda of the City Plan Commission, application must be filed two weeks prior to date of meeting. Applications will not be processed if all required attachments and filing fee of \$150 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Theresa Christen-Liebig

ADDRESS: 1711 S. 11<sup>th</sup> St. Sheboygan, WI E-MAIL: Theresa@hsshebco.org

PHONE: (920) 458-1154 X2115 FAX NO. (920) 458-0451

**2. DESCRIPTION OF THE SUBJECT SITE/PROPOSED PROJECT**

NAME OF PROPOSED/EXISTING BUSINESS: Former St Andrew Lutheran Church Parsonage

ADDRESS OF PROPERTY AFFECTED: 1706 S. 11<sup>th</sup> St.

LEGAL DESCRIPTION: Lots 1 Block 1 of Assessment Subdivision No 18

BRIEF DESCRIPTION OF **EXISTING** OPERATION OR USE:

Recent use and operations included, Religious (Worship), Fellowship, Community Outreach, Fundraising, Mission work, Family Engagement, Church Offices,

DETAILED DESCRIPTION OF **PROPOSED** OPERATION OR USE INCLUDING ANY CHANGES TO THE EXISTING USE:

Sheboygan Human Rights Association, Inc. (SHRAI) oversees and operates Sheboygan County Head Start/Early Head Start and Growing Generations Childcare. Our proposed use of this location would be to move our SHRAI family support staff (they conduct home visiting activities, approximately 5 people) to this office space. The type of work would be mostly educational support for parents and their children. However, we would serve children and families by conducting small family development meetings; one-on-one enrollment, registrations, and parent orientations; small parenting skill workshops, and Early Head Start socialization classes (these are educational classes for parents with their child [ages 0-3 years] conducted up to twice a month for an hour and a half during the weekday hours). We

would continue the same type of work as the church, specifically related to, community outreach, education, family development and engagement. We also want to provide a learning garden within the existing fenced in area of this parcel. This will provide a learning opportunity for the children showing the evolution of a seed to product of consumption. In addition, the enhancement of the garden will provide maintenance of the exterior of the property in a pleasurable manner for the neighborhood.

BRIEF DESCRIPTION OF ALL REQUESTED VARIANCES FROM PROVISIONS OF THE ZONING ORDINANCE, WHICH ARE RELATED TO THE PROPOSED OPERATION OR USE: We are requesting a conditional use permit for Indoor / Outdoor Institutional use conforming with the city's description

---

### 3. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

Written justification for the proposed conditional use, indicating reasons why the applicant believes the proposed conditional use is appropriate.

How is the proposed conditional use (independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Sheboygan Comprehensive Master Plan?

Under the designation of Neighborhood Preservation, our land use category follows suite with the designation set by the city comprehensive plan. The proposed conditional use is to become an adjunct / extension to the main school building and not become empty, deteriorate, or become blight. It will be repurposed and continue to be maintained and used for community enrichment and education which is outlined in the city's comprehensive plan. Our use is directly related to Education: "Continue to work to support Sheboygan's outstanding schools to advance personal success, meet modern workforce demands, and support entrepreneurship" as we do this through our work with children and families.

Does the conditional use, in its proposed location, result in any substantial or undue adverse impact on nearby property the character of the neighborhood, environment, traffic, parking, public improvements, public property or rights-of-way?

No, we currently operate our Head Start and Early Head Start in a neighborhood on the Northside of Sheboygan and have operated Head Start and Early Head Start in several Sheboygan neighborhoods throughout our 50 years of operation, which includes formally operating a class and offices out of the property in St. Andrew Church. We have never had any complaints against or problems with our operations in any neighborhood ever. In addition, the property is across the street and directly faces our main building; has an alley directly to the South; Broadway Ave. directly to the North and the backside runs along one neighbor to the West.

The days and hours of operation/parking requirements would be:  
Monday-Fridays between the hours of 8:00am-6:00pm The only weekend hours would for maintenance of the property, such as, cleaning, mowing, shoveling, snow removal, etc.

Our current parking would be sufficient for any and all operations and events that would occur and would not impact nearby property owners adversely. This parcel would have

immediate parking need but we would encourage people to park in the school parking lot across the street. Parking would equal 1 space per 3 parents.

Traffic during normal business hours and during events would not be heavy or disruptive as we currently lease from First Presbyterian Church on the corner of Superior Ave. and N. 5<sup>th</sup> St. where we have 5 classrooms, offices, and currently hold many of these events and we have never had a problem in the 50 years we have resided in that neighborhood.

There will be limited outdoor activities consisting of planting, weeding, and harvesting in the proposed garden. These activities will be mainly for limited times during the day but some weekends may be required to do upkeep as needed to keep the garden proper.

The location of the dumpsters would remain the same as the location when the church was in operation and garbage pick-up would continue to have a similar pick-up schedule (the dumpster is located at our main building).

The proposed lighting will remain the same as what is currently there on site.

Proposed signage will remain the same size and dimensions that are currently on the property.

How does the proposed conditional use maintain the desired consistency of land uses in relation to the setting within which the property is located?

The church donated the property to our organization because of our work with children and families. Our Head Start/Early Head Start families live at or below the federal poverty level. They saw it as a way to continue, in part, their work in community outreach and as a legacy of their congregation. We are a community agency and our clients are Sheboygan families, 25% of the families that we work with live in a 5 block radius from this location. Our Head Start operations offer center-based preschool classes for the purpose of giving our most vulnerable children educational and development support. Early Head Start operates as a home-based program where the educational and developmental support happens in the homes with parents. Both programs work with the parents to strengthen the family by setting and working on personal or family goals, such as, obtaining a GED, pursuing higher education, workforce training/education, find stable housing (several of our families have been or are homeless), mental and physical wellness, obtaining a driver's license, improve parenting skills, just to name a few things that we do with parents. This is small snapshot of our work, but shows the very consistent aspects of the similar work that was happening through the church previous to our proposal.

Is the proposed conditional use located in an area that will be adequately served by utilities, or services provided by public agencies? If not, please explain.

Yes.

#### **4. NAMES AND ADDRESS (Indicate N/A for "Not Applicable" items)**

**OWNER OF SITE:** Sheboygan Human Rights Association, Inc.

**ADDRESS:** 1711 S. 11<sup>th</sup> St., Sheboygan, WI 53081 **E-MAIL:** Theresa@hsshebco.org

Dear Plan Committee Members,

Sheboygan Human Rights Association, Inc. (SHRAI) oversees and operates Sheboygan County Head Start/Early Head Start (SCHS/EHS) and Growing Generations Childcare (GGC). Our proposed use, for 1706 S. 11<sup>th</sup> St., would be to move our SCHS family support staff (they conduct home visiting activities, approximately 5 people) to this office space. The type of work would be mostly educational support for parents and their children. The staff members hold a Bachelor's degree in Social Work or a related field and work directly with parents on goal-setting, parenting skills, and family strengthening activities. We believe that parents are their child's first and most important teachers and support them in this effort.

Conditional Use of this building would allow us to serve children and families by conducting small family development meetings; one-on-one enrollment, registrations, and parent orientations; small parenting skill workshops; and occasional Early Head Start socialization classes (these are educational classes for parents with their child [ages 0-3 years] conducted up-to twice a month on for an hour and a half during the weekday hours and usually involves 3-6 parents).

We would continue the same type of work as the church did for over 100 years, specifically related to, community outreach, education, family development and engagement. We also want to provide a learning garden within the existing fenced in area of this parcel. This will provide a learning opportunity for children and parents showing the evolution of a seed to product of consumption. In addition, the enhancement of the garden will provide maintenance of the exterior of the property in a pleasurable manner for the neighborhood.

The church donated the property to our organization because of our work with children and families. Our Head Start/Early Head Start families live at or below the federal poverty level (i.e., a family of 4 at or below \$25,100/year). The congregation saw it as a way to continue, in part, their work in local, community outreach and as a legacy of their congregation into the future. We are a local community organization and our clients are Sheboygan families, 25% of the families that we work with live in a 5 block radius from this location. Our Head Start operations offer center-based preschool classes for the purpose of giving our most vulnerable children in Sheboygan needed educational and developmental support. Early Head Start operates as a home-based program where the majority of educational and developmental support happens in the homes with parents.

While the church, after renovations, will offer ample space for our preschool and large family activities/events, it will not provide enough room for our additional family development activities. Once it is remodeled, it is not large enough to provide all of the space needed to run the entire program. The plan is to remodel the church to house the following:

- several new classrooms on the upper and lower level of our main building (the hope is to add 7 large classrooms—currently fellowship hall in the lower level using for larger family and staff events & activities)
- teacher offices (for approximately 20 Teachers)
- support staff offices (4 program assistants)

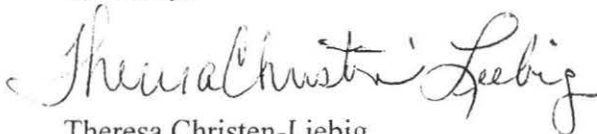
- large motor/family event room (the current Sanctuary which cannot be used/converted for another 1 ½ years as a condition of the donation from the congregation)
- health room/office (Nurse and Health Assistant)
- space for special needs & mental health specialists work (3-4 Consultant Specialists)
- kitchen for meals & nutrition office (Food Service Manager and 3 cooks)
- a training room that will double as our conference/meeting room
- staff breakroom & small kitchenette
- administrative and program content offices (8 staff),

This was an additional reason the congregation donated the parsonage to our organization. Also, the location is ideal since it is located directly across the street and faces our main building; has an alley directly to the South; Broadway Ave. directly to the North, and the backside runs along one neighbor to the West.

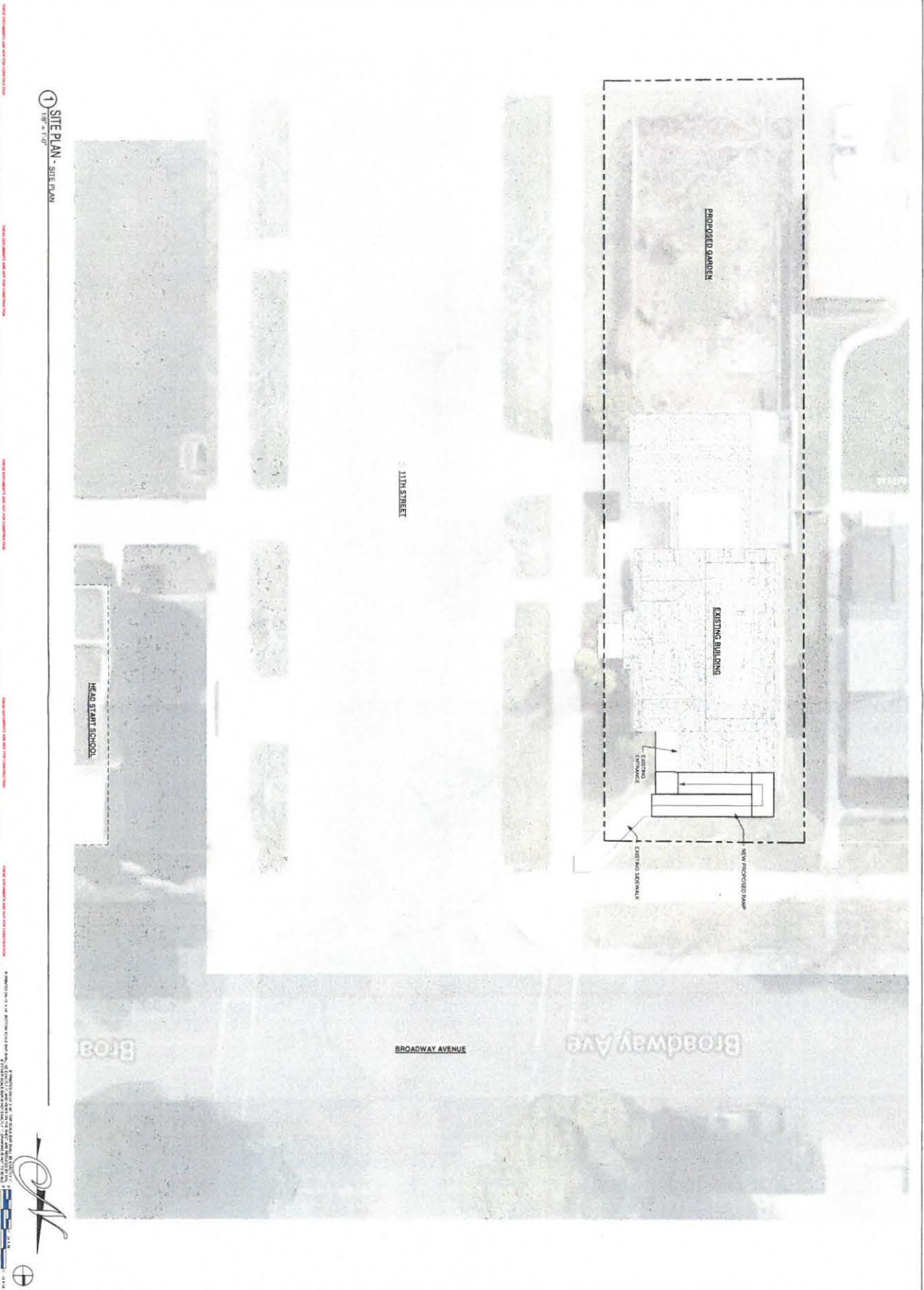
As mentioned previously, both programs work with the parents to strengthen the family by setting and working on personal or family goals, such as, obtaining a GED, pursuing higher education, workforce training/education, find stable housing (several of our families have been or are homeless), mental and physical wellness, obtaining a driver's license, improve parenting skills, just to name a few things that we do with parents. Approximately 75 % of this work is accomplished in the home and the location we are requesting the conditional use for is needed office space for our Family Advocate staff and the small meetings discussed earlier. This is small snapshot of our work, but shows the very consistent aspects of the similar work that was happening through the church previous to our proposal.

Thank you for your time and consideration!

Sincerely,




Theresa Christen-Liebig  
Executive Director  
Sheboygan Human Rights Association, Inc.  
Dba, Sheboygan County Head Start/Early Head Start  
Growing Generations



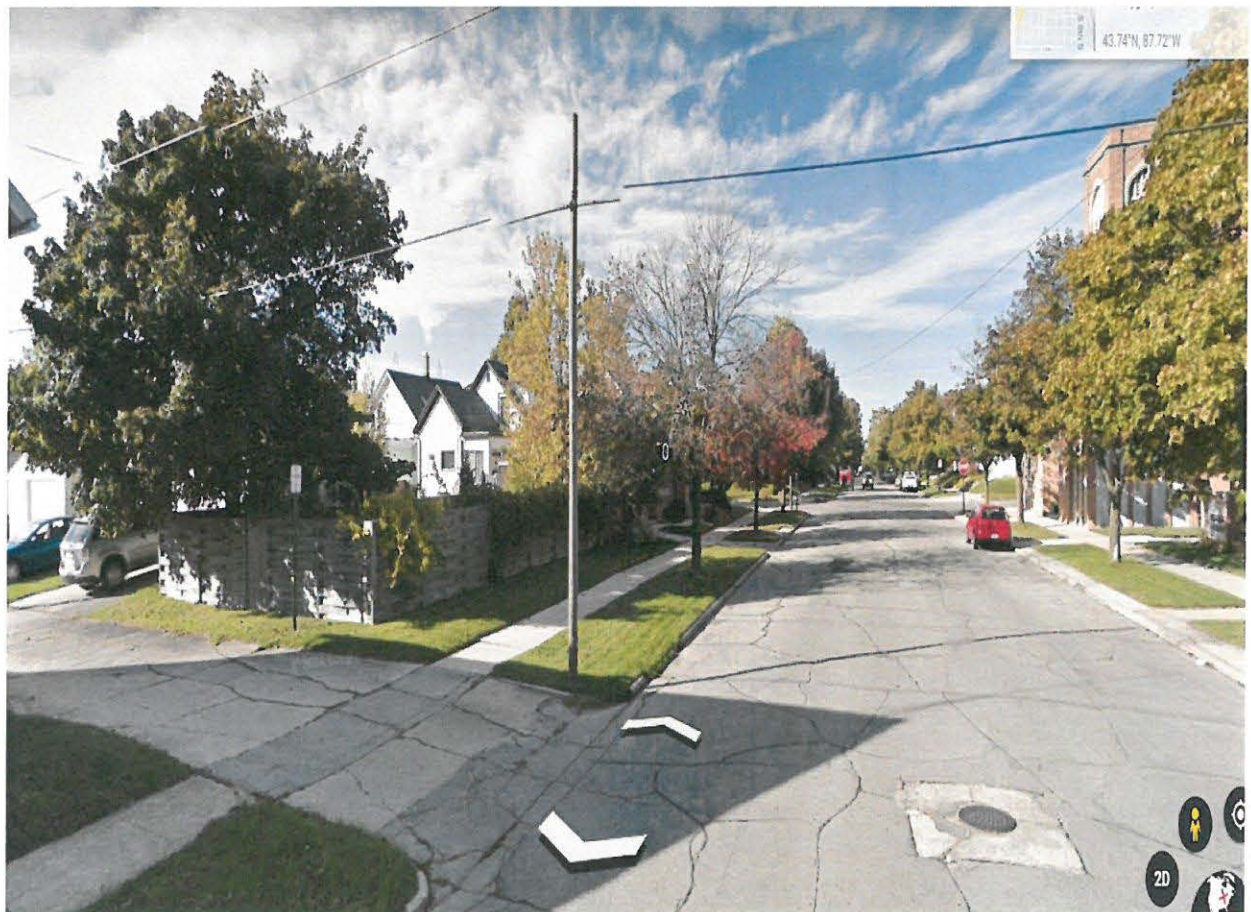
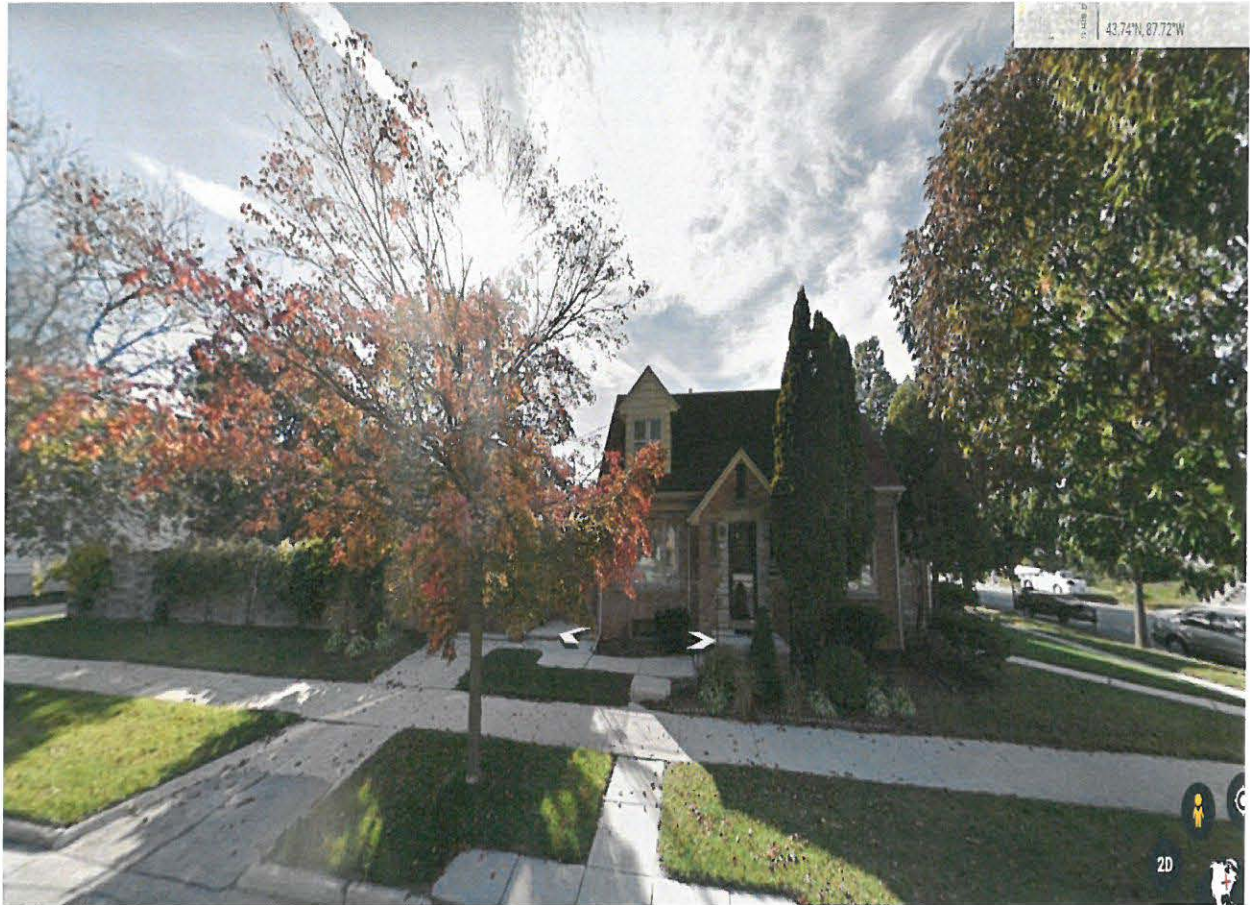
① SITE PLAN - SITE PLAN  
1/8" = 1'-0"

THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION.

<p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 9/17/18</p> <p>DRAWN BY: ACE</p> <p>CHECKED BY: SAMP</p> <p>PROJECT #: 18-051</p>	<p><b>C100</b></p>	<p>SITE PLAN</p>	<p>PRELIMINARY PLANS</p>	<p><b>S.H.R.A.I.</b></p> <p>PARSONAGE REMODEL</p> <p>PROJECT ADDRESS</p> <p>CITY/STATE</p>	 <p><b>DISTINCTIVE DESIGN</b> STUDIO</p> <p>215 Pine Street Shaboygan Falls, WI 53085 Ph: (202) 345-1199 www.distinctivedesignstudio.com</p>	<p>REVISIONS</p>	
						<table border="1"> <thead> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	#
#	DATE	DESCRIPTION					

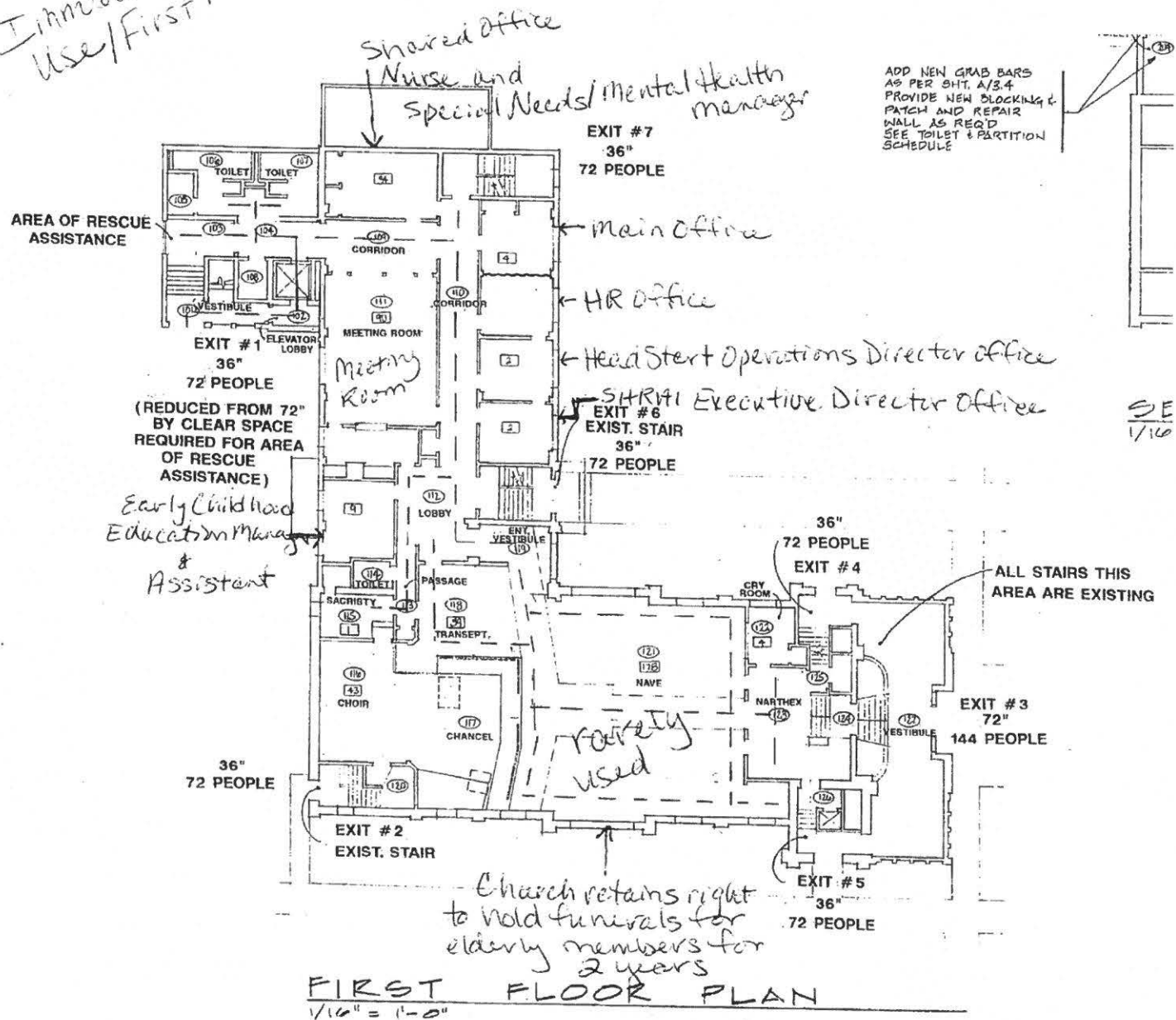
THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT FOR CONSTRUCTION.

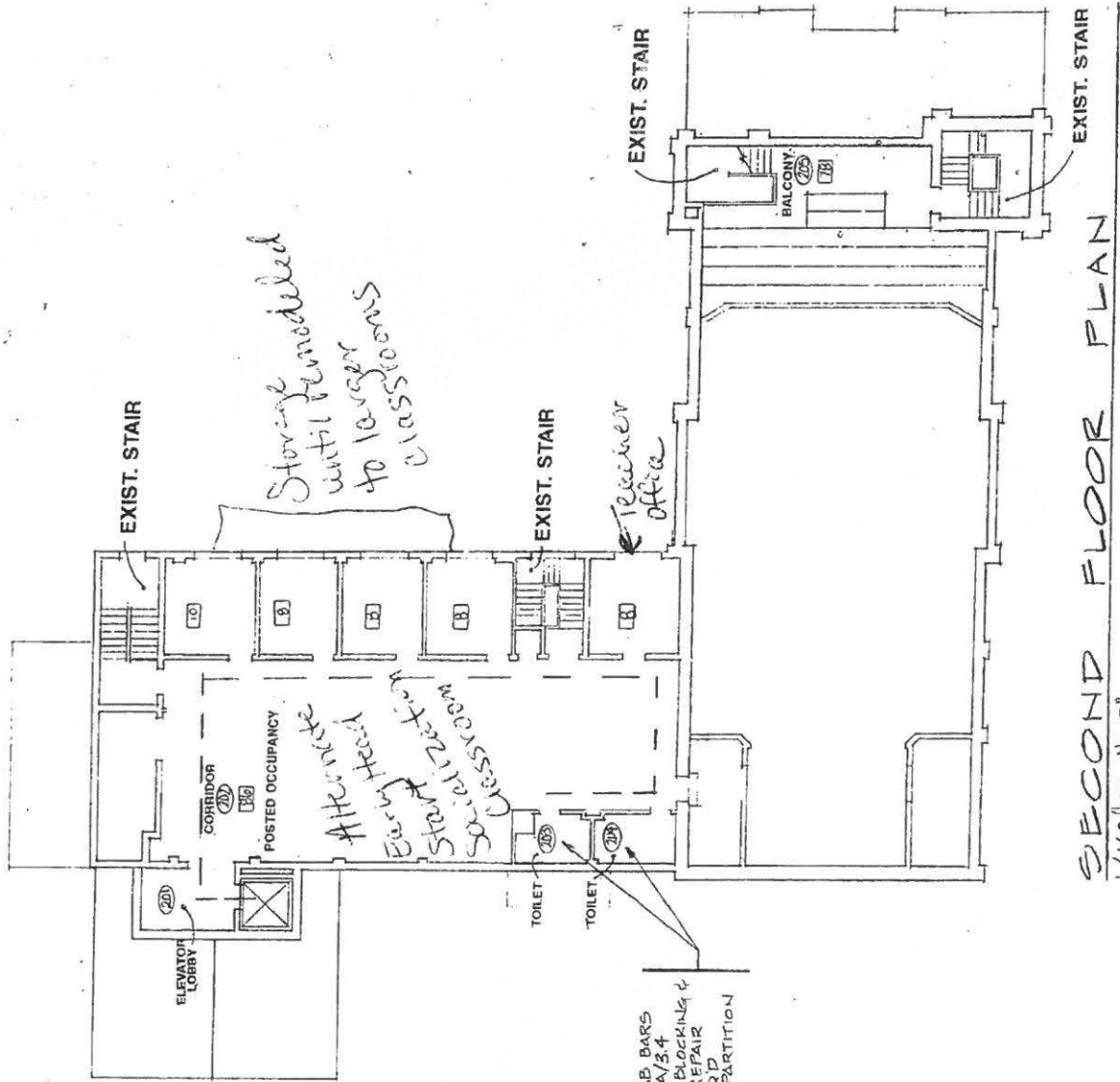




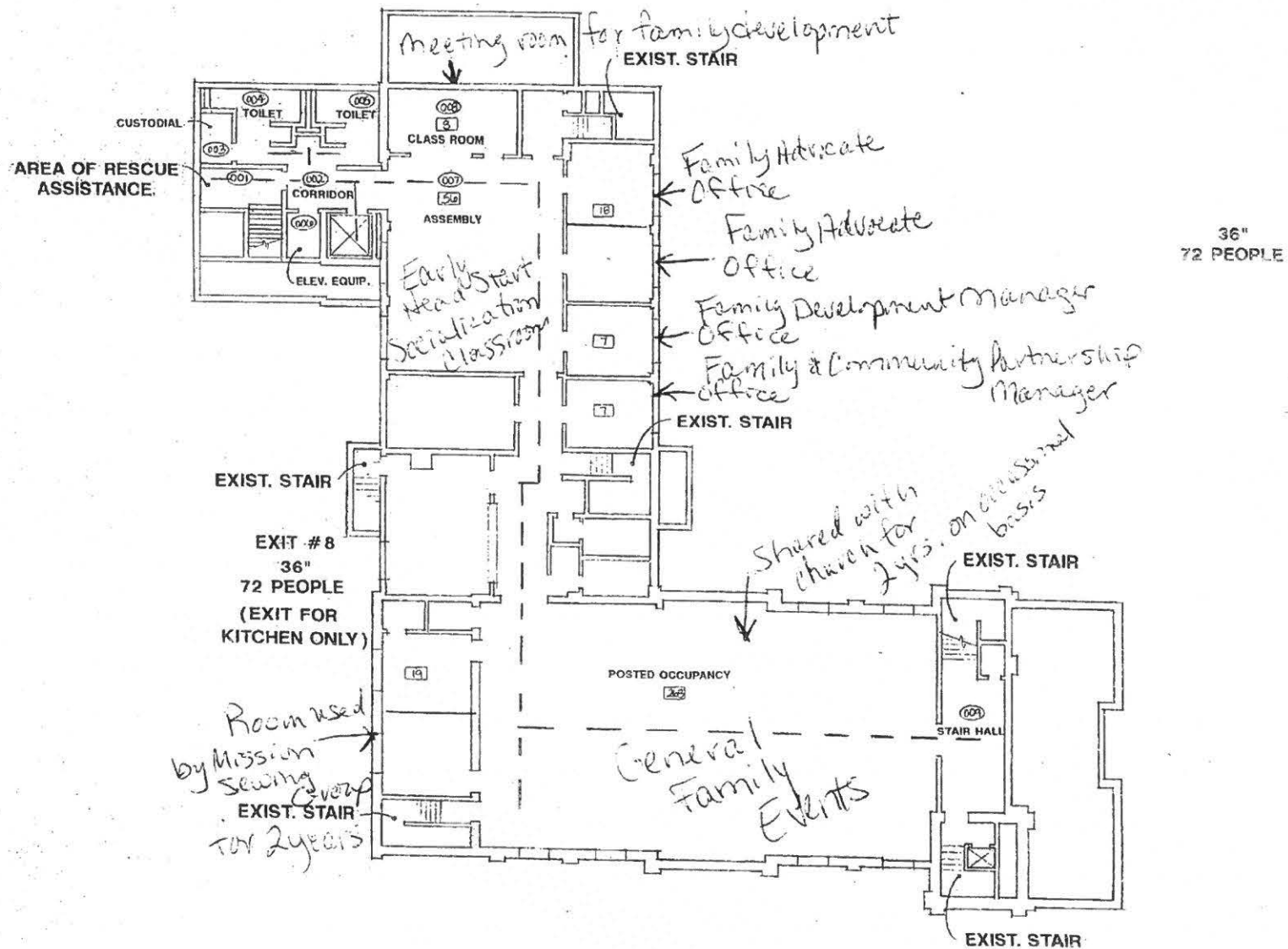


*Immediate Use / First Phase*





SECOND FLOOR PLAN  
 1/16" = 1'-0"



**BASEMENT FLOOR PLAN**

SCALE

1/16" = 1'-0"

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** GO 27-18-19 by Alderperson Bohren repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

KCG Development is proposing to convert the C. Coakley facility at 1031 Maryland Avenue into the Badger State Lofts which will be a 118 unit apartment building. Presently this building has a number of existing encroachments for the building and mechanicals that are located on and/over City of Sheboygan public right-of-way.

The applicant is proposing to repeal these encroachments because they will no longer be needed as this building is redeveloped.

**STAFF COMMENTS:**

Staff is acceptable to the encroachment repeal request.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve G.O. No. 27-18-19 repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges.

**ATTACHMENTS:**

G.O. No. 27-18-19

I

6.1

Gen. Ord. No. 27- 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Resolution No. 457-83-84, effective April 4, 1984, which granted an encroachment to General Split Corporation, is hereby repealed in its entirety.

Section 2. Gen. Ord. No. 216-88-89, effective April 5, 1989, which granted an encroachment to Allen A. Thill, d/b/a Thill Products and Upholstery, is hereby repealed in its entirety.

Section 3. Gen. Ord. No. 110-92-93, effective December 21, 1992, which amended an encroachment to Allen A. Thill, d/b/a Thill Products and Upholstery, is hereby repealed in its entirety.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its enactment.

*City Plan*

James A. Bohren  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** GO 28-18-19 and RO 186-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

GO 29-18-19 and RO 187-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

GO 30-18-19 and RO 188-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

GO 31-18-19 and RO 189-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

KCG Development is proposing to convert the C. Coakley facility at 1031 Maryland Avenue into the Badger State Lofts which will be a 118 unit apartment building. As part of this redevelopment, the applicant is requesting to utilize City of Sheboygan public right-of-way several for parking, construction, and vehicular and pedestrian ingress and egress, landscaping, etc. In order to utilize public right-of-way for these purposes encroachments must be obtained.

## **STAFF COMMENTS:**

The City Plan Commission approved the Bader State Lofts development with several conditions of approval including:

*Applicant shall be required to obtain the necessary encroachment(s) to utilize and improve City of Sheboygan public rights-of-ways (including, but not limited to building, parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). The applicant shall work with City staff with regards to the specifications that will be required when utilizing/improving these public rights-of-ways. Use and improvements of these encroachment areas shall be permitted only at such time as the applicant has obtained the necessary encroachment(s) from the City of Sheboygan. Building permits shall be issued only at such time as all encroachment have been obtained for any of the structures, landscaping, parking, etc. that will utilize City of Sheboygan public rights of ways.*

The applicant is requesting the following encroachments:

- GO 28-18-19 and RO 186-18-19

Utilizing portions of S. 10<sup>th</sup> Street for construction, vehicular and pedestrian ingress/egress and landscaping.

- GO 29-18-19 and RO 187-18-19

Continuing to permit the overhang of the existing building into S. 11<sup>th</sup> Street r-o-w.

- GO 30-18-19 and RO 188-18-19

Utilizing portions of Maryland Avenue for parking, construction, vehicular and pedestrian ingress/egress.

- GO 31-18-19 and RO 189-18-19

Utilizing portions of S. 11<sup>th</sup> Street for parking, construction, vehicular and pedestrian ingress/egress.

Staff is acceptable to the proposed encroachments provided the applicant submits all of the documentation necessary to use and develop these sections of public street right-of-way for purposes that include but are not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc. Engineering and planning departments shall approve the plans prior to construction taking place in these street right-of-ways.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the encroachments:

G.O. No. 28-18-19

G.O. No. 29-18-19

G.O. No. 30-18-19

G.O. No. 31-18-19

**ATTACHMENTS:**

GO 28-18-19 and RO 186-18-19

GO 29-18-19 and RO 187-18-19

GO 30-18-19 and RO 188-18-19

GO 31-18-19 and RO 189-18-19



GO 30

GO 28

GO 31



GO 29



GO 29

RES 138

Path: G:\Janet\ BadgerLoft.mxd

*I*

*6-2*

Gen. Ord. No. 28 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 10th Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 89°-03'-28" EAST, A DISTANCE OF 76.27 FEET; THENCE SOUTH 07°-15'-25" EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH 82°-19'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 55.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 46°-48'-06" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 352.98 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 6.96 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 360.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 361.42 FEET TO THE POINT OF BEGINNING.

for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping), in accordance with the sketch attached hereto and made a part hereof.

*City Plan*

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

*James A. Bohrer*  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

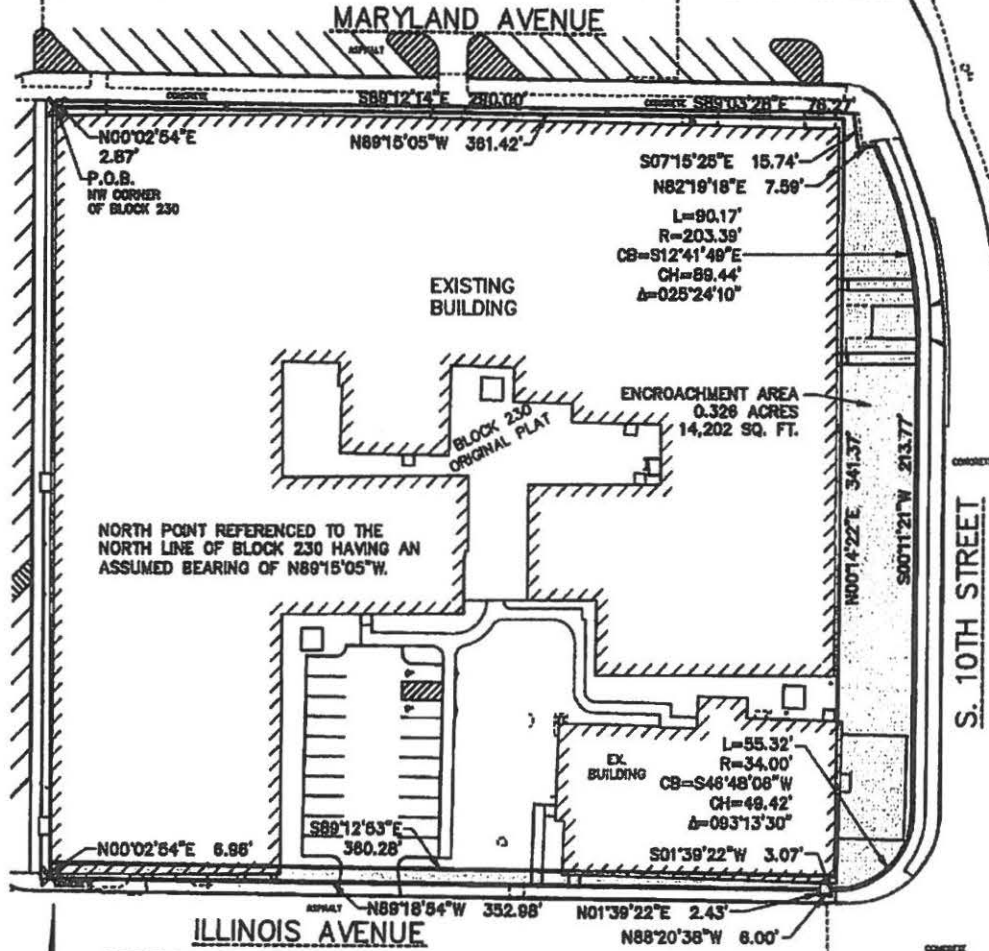
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

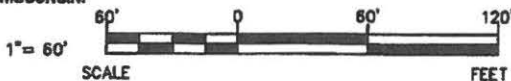
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 89°-03'-28" EAST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 07°-15'-25" EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH 82°-19'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 55.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48°-48'-08" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 352.98 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 8.88 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 380.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 361.42 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05"W.

**BENEFITED PARCEL DESCRIPTION:**  
 ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS





**EXCEL**  
 ENGINEERING &  
 SURVEYING GROUP

Always a Better Plan  
 100 EMERALD DRIVE  
 FOND DU LAC, WI 54603  
 PHONE: (920) 928-8100  
 FAX: (920) 928-6001

PROJECT NO. 1705480

II

3.4

R. O. No. 186 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 10<sup>th</sup> Street) for purposes of construction and vehicular and pedestrian ingress and egress (with landscaping).

*City Clerk*

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) construction, and (ii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The Partnership requests such use of the Encroachment in relation to the need for storage and staging of construction equipment and materials related to the Project, as well as the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project.


If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
\_\_\_\_\_  
Robert J. Pasquesi, II  
President

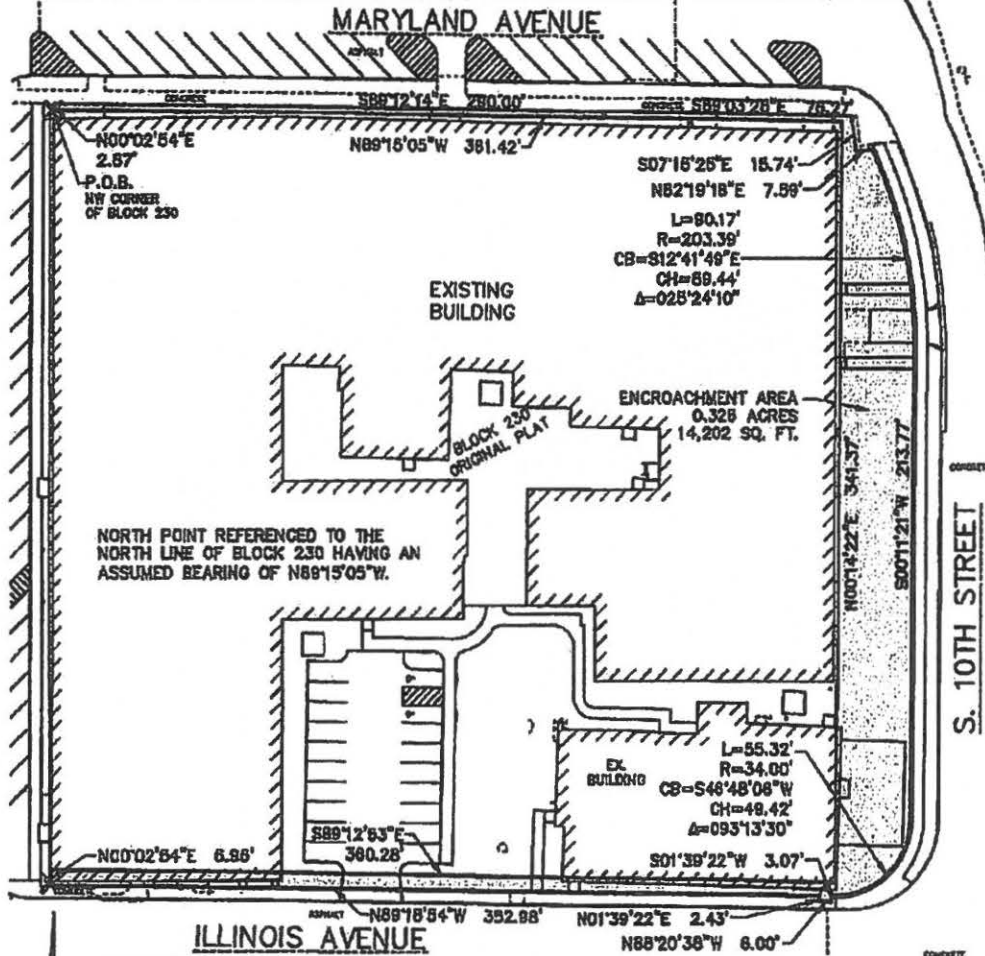
Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 89°-05'-28" EAST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 07°-18'-25" EAST, A DISTANCE OF 18.74 FEET; THENCE NORTH 82°-18'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 56.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48°-48'-08" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 352.88 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 6.88 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 380.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 361.42 FEET TO THE POINT OF BEGINNING.



**BENEFITED PARCEL DESCRIPTION:**  
ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



**EXCEL ENGINEERING SURVEYING GROUP**

Always a Better Plan

100 ENCLAYD DRIVE  
PO BOX 10400, W3 Sheboygan  
WISCONSIN 53081-0400  
920.858.0000

PROJECT NO. 1705480

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** GO 28-18-19 and RO 186-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

GO 29-18-19 and RO 187-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

GO 30-18-19 and RO 188-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

GO 31-18-19 and RO 189-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

KCG Development is proposing to convert the C. Coakley facility at 1031 Maryland Avenue into the Badger State Lofts which will be a 118 unit apartment building. As part of this redevelopment, the applicant is requesting to utilize City of Sheboygan public right-of-way several for parking, construction, and vehicular and pedestrian ingress and egress, landscaping, etc. In order to utilize public right-of-way for these purposes encroachments must be obtained.

## **STAFF COMMENTS:**

The City Plan Commission approved the Bader State Lofts development with several conditions of approval including:

*Applicant shall be required to obtain the necessary encroachment(s) to utilize and improve City of Sheboygan public rights-of-ways (including, but not limited to building, parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). The applicant shall work with City staff with regards to the specifications that will be required when utilizing/improving these public rights-of-ways. Use and improvements of these encroachment areas shall be permitted only at such time as the applicant has obtained the necessary encroachment(s) from the City of Sheboygan. Building permits shall be issued only at such time as all encroachment have been obtained for any of the structures, landscaping, parking, etc. that will utilize City of Sheboygan public rights of ways.*

The applicant is requesting the following encroachments:

- GO 28-18-19 and RO 186-18-19

Utilizing portions of S. 10<sup>th</sup> Street for construction, vehicular and pedestrian ingress/egress and landscaping.

- GO 29-18-19 and RO 187-18-19

Continuing to permit the overhang of the existing building into S. 11<sup>th</sup> Street r-o-w.

- GO 30-18-19 and RO 188-18-19

Utilizing portions of Maryland Avenue for parking, construction, vehicular and pedestrian ingress/egress.

- GO 31-18-19 and RO 189-18-19

Utilizing portions of S. 11<sup>th</sup> Street for parking, construction, vehicular and pedestrian ingress/egress.

Staff is acceptable to the proposed encroachments provided the applicant submits all of the documentation necessary to use and develop these sections of public street right-of-way for purposes that include but are not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc. Engineering and planning departments shall approve the plans prior to construction taking place in these street right-of-ways.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the encroachments:

G.O. No. 28-18-19

G.O. No. 29-18-19

G.O. No. 30-18-19

G.O. No. 31-18-19

**ATTACHMENTS:**

GO 28-18-19 and RO 186-18-19

GO 29-18-19 and RO 187-18-19

GO 30-18-19 and RO 188-18-19

GO 31-18-19 and RO 189-18-19



GO 30

GO 28

GO 31

GO 29

GO 29

RES 138

Path: G:\\_Janet\\_\_BadgerLoft.mxd

~~X~~

6.3

Gen. Ord. No. 29 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11<sup>th</sup> Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 11<sup>th</sup> Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-58" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 89°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26' EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-59'-34" EAST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 89°-45'-13" WEST, A DISTANCE OF 2.61 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.58 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.87 FEET TO THE POINT OF BEGINNING.

for the purpose of continuing the overhang of the existing building, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the

City Plan

State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

---

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

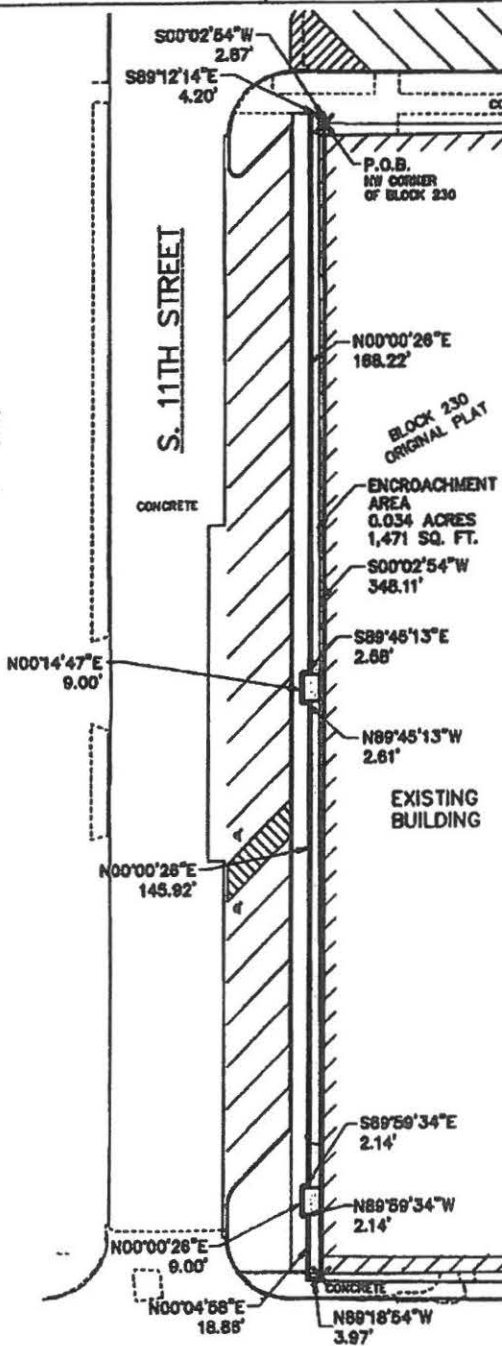
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-88" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 89°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 89°-45'-13" WEST, A DISTANCE OF 2.81 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.68 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.67 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINDIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS



**EXCEL**  
 ENGINEERING  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CHANDLER STREET  
 FOND DU LAC, WI 54601  
 PHONE: (920) 920-6000  
 FAX: (920) 920-6001

II

35

R. O. No. 187 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purposes of continuing overhang of the existing building.

*City Plan*

\_\_\_\_\_  
CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the ("Partnership")) as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment related to the overhanging of an existing building located on Partnership Property. The Partnership requests such use of the Encroachment for the continuing overhang of the existing building, as the Project involves the redevelopment and continuing use of such building.

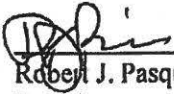
If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
Robert J. Pasquesi, II  
President

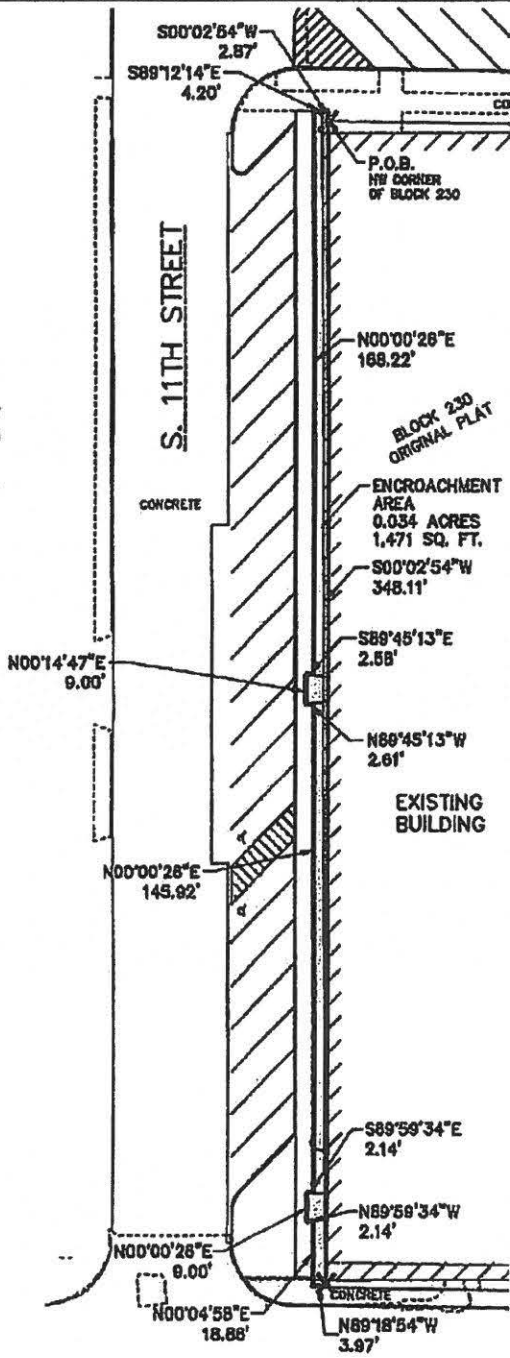
Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 18 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-58" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 89°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-28" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-89'-34" EAST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 89°-45'-13" WEST, A DISTANCE OF 2.81 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.58 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.87 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 18 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS





**Excel**  
 ENGINEERING  
 SURVEYING GROUP

Always a Better Plan  
 100 CHAMBERLAIN DRIVE  
 FOND DU LAC, WI 54601  
 PHONE: (920) 928-0000  
 FAX: (920) 928-0021

PROJECT NO. 1705480

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** GO 28-18-19 and RO 186-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

GO 29-18-19 and RO 187-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

GO 30-18-19 and RO 188-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

GO 31-18-19 and RO 189-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

KCG Development is proposing to convert the C. Coakley facility at 1031 Maryland Avenue into the Badger State Lofts which will be a 118 unit apartment building. As part of this redevelopment, the applicant is requesting to utilize City of Sheboygan public right-of-way several for parking, construction, and vehicular and pedestrian ingress and egress, landscaping, etc. In order to utilize public right-of-way for these purposes encroachments must be obtained.

## **STAFF COMMENTS:**

The City Plan Commission approved the Bader State Lofts development with several conditions of approval including:

*Applicant shall be required to obtain the necessary encroachment(s) to utilize and improve City of Sheboygan public rights-of-ways (including, but not limited to building, parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). The applicant shall work with City staff with regards to the specifications that will be required when utilizing/improving these public rights-of-ways. Use and improvements of these encroachment areas shall be permitted only at such time as the applicant has obtained the necessary encroachment(s) from the City of Sheboygan. Building permits shall be issued only at such time as all encroachment have been obtained for any of the structures, landscaping, parking, etc. that will utilize City of Sheboygan public rights of ways.*

The applicant is requesting the following encroachments:

- GO 28-18-19 and RO 186-18-19

Utilizing portions of S. 10<sup>th</sup> Street for construction, vehicular and pedestrian ingress/egress and landscaping.

- GO 29-18-19 and RO 187-18-19

Continuing to permit the overhang of the existing building into S. 11<sup>th</sup> Street r-o-w.

- GO 30-18-19 and RO 188-18-19

Utilizing portions of Maryland Avenue for parking, construction, vehicular and pedestrian ingress/egress.

- GO 31-18-19 and RO 189-18-19

Utilizing portions of S. 11<sup>th</sup> Street for parking, construction, vehicular and pedestrian ingress/egress.

Staff is acceptable to the proposed encroachments provided the applicant submits all of the documentation necessary to use and develop these sections of public street right-of-way for purposes that include but are not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc. Engineering and planning departments shall approve the plans prior to construction taking place in these street right-of-ways.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the encroachments:

G.O. No. 28-18-19

G.O. No. 29-18-19

G.O. No. 30-18-19

G.O. No. 31-18-19

**ATTACHMENTS:**

GO 28-18-19 and RO 186-18-19

GO 29-18-19 and RO 187-18-19

GO 30-18-19 and RO 188-18-19

GO 31-18-19 and RO 189-18-19



GO 30

GO 28

GO 31



GO 29



GO 29

RES 138

~~X~~

6.4

Gen. Ord. No. 30 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of the parking, construction, and vehicular and pedestrian ingress and egress.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of Maryland Avenue, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-56'-45" WEST, A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°-49'-35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°-10'-25" EAST, A DISTANCE OF 363.00 FEET; THENCE SOUTH 00°-49'-35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°- 10 ' - 25" WEST, A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING.

for the purpose of parking, construction, and vehicular and pedestrian ingress and egress, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

- a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

City Plan

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

*James A. Bohrer*  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

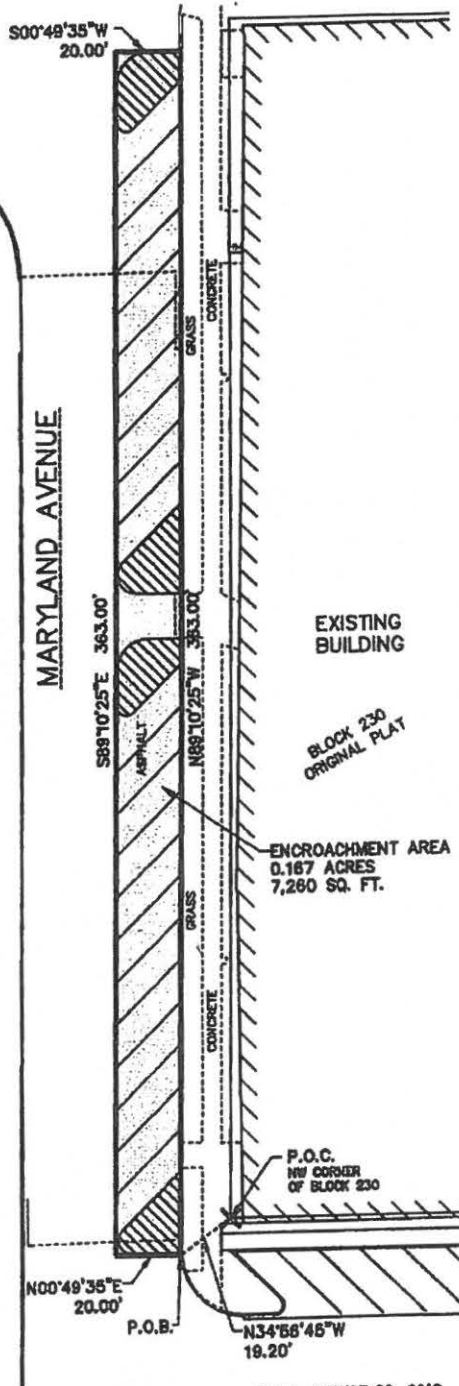
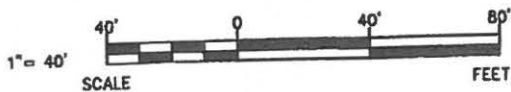
LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-58'-45" WEST, A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°-49'-35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°-10'-25" EAST, A DISTANCE OF 383.00 FEET; THENCE SOUTH 00°-49'-35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°-10'-25" WEST, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING.

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05"W.



DATE: AUGUST 28, 2018  
REV: NOVEMBER 28, 2018

SHEET 1 OF 1 SHEETS



**Excel**  
ENGINEERING &  
SURVEYING GROUP  
PROJECT NO. 1705480

Always a Better Plan  
100 CAMERON DRIVE  
POND DU LAC, WI 54953  
PHONE: (920) 803-6200  
FAX: (920) 803-6071

II

3.6

R. O. No. 188 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (Maryland Avenue) for purposes of parking, construction, and vehicular and pedestrian ingress and egress.

City Plan

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) parking, (ii) construction, and (iii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The need for the parking encroachment is because the Partnership Property does not have space for parking related to the Project, and thus requests to construct and maintain parking spaces within the Encroachment (the "Parking Improvements"). Related to such use, the Partnership also requests the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project and the Parking Improvements. Finally, the Partnership requests such use of the Encroachment for storage and staging of construction equipment and materials.

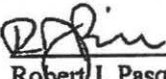
If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
\_\_\_\_\_  
Robert J. Pasquesi, II  
President

Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

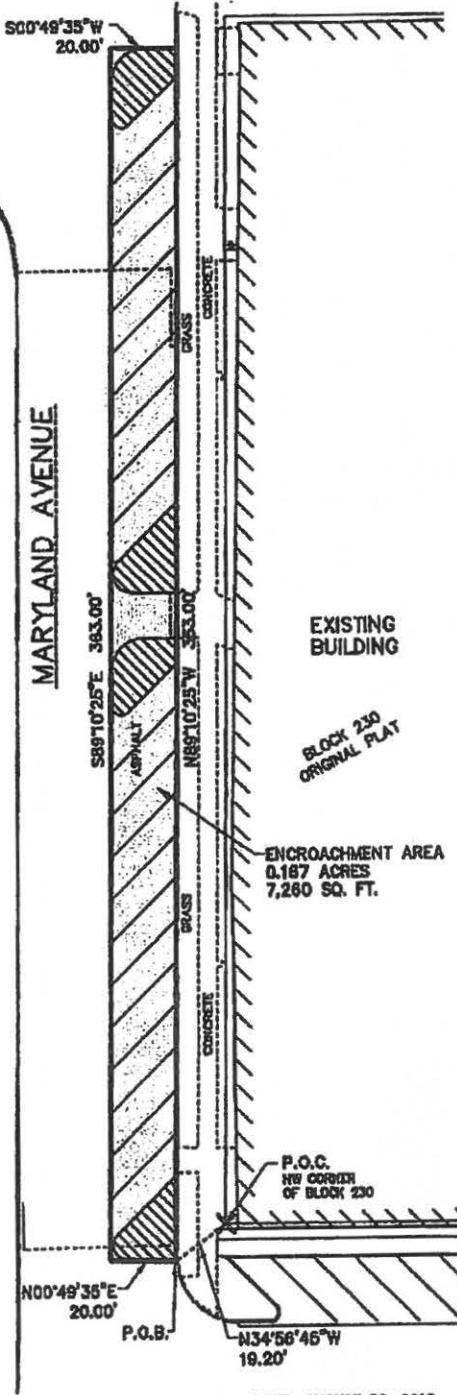
LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH  $34^{\circ}56'45''$  WEST, A DISTANCE OF 18.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ}49'35''$  EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH  $89^{\circ}10'25''$  EAST, A DISTANCE OF 383.00 FEET; THENCE SOUTH  $00^{\circ}49'35''$  WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH  $89^{\circ}10'25''$  WEST, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING.

**BENEFITED PARCEL DESCRIPTION:**

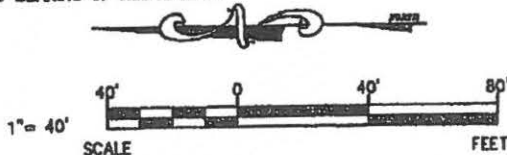
ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF  $N89^{\circ}15'05''W$ .



DATE: AUGUST 28, 2016  
REV: NOVEMBER 28, 2018

SHEET 1 OF 1 SHEETS



**EXCEL ENGINEERING SURVEYING GROUP**  
PROJECT NO. 1705480

Always a Better Plan  
150 CALDWAY DRIVE  
FOND DU LAC, WI 53003  
PHONE: 920-924-8000  
FAX: 920-924-8001

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** GO 28-18-19 and RO 186-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

GO 29-18-19 and RO 187-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

GO 30-18-19 and RO 188-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

GO 31-18-19 and RO 189-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

---

**REPORT PREPARED BY:** Steve Sokolowski, Manager of Planning and Zoning

---

**REPORT DATE:** December 7, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

KCG Development is proposing to convert the C. Coakley facility at 1031 Maryland Avenue into the Badger State Lofts which will be a 118 unit apartment building. As part of this redevelopment, the applicant is requesting to utilize City of Sheboygan public right-of-way several for parking, construction, and vehicular and pedestrian ingress and egress, landscaping, etc. In order to utilize public right-of-way for these purposes encroachments must be obtained.

**STAFF COMMENTS:**

The City Plan Commission approved the Bader State Lofts development with several conditions of approval including:

*Applicant shall be required to obtain the necessary encroachment(s) to utilize and improve City of Sheboygan public rights-of-ways (including, but not limited to building, parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). The applicant shall work with City staff with regards to the specifications that will be required when utilizing/improving these public rights-of-ways. Use and improvements of these encroachment areas shall be permitted only at such time as the applicant has obtained the necessary encroachment(s) from the City of Sheboygan. Building permits shall be issued only at such time as all encroachment have been obtained for any of the structures, landscaping, parking, etc. that will utilize City of Sheboygan public rights of ways.*

The applicant is requesting the following encroachments:

- GO 28-18-19 and RO 186-18-19

Utilizing portions of S. 10<sup>th</sup> Street for construction, vehicular and pedestrian ingress/egress and landscaping.

- GO 29-18-19 and RO 187-18-19

Continuing to permit the overhang of the existing building into S. 11<sup>th</sup> Street r-o-w.

- GO 30-18-19 and RO 188-18-19

Utilizing portions of Maryland Avenue for parking, construction, vehicular and pedestrian ingress/egress.

- GO 31-18-19 and RO 189-18-19

Utilizing portions of S. 11<sup>th</sup> Street for parking, construction, vehicular and pedestrian ingress/egress.

Staff is acceptable to the proposed encroachments provided the applicant submits all of the documentation necessary to use and develop these sections of public street right-of-way for purposes that include but are not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc. Engineering and planning departments shall approve the plans prior to construction taking place in these street right-of-ways.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the encroachments:

G.O. No. 28-18-19

G.O. No. 29-18-19

G.O. No. 30-18-19

G.O. No. 31-18-19

**ATTACHMENTS:**

GO 28-18-19 and RO 186-18-19

GO 29-18-19 and RO 187-18-19

GO 30-18-19 and RO 188-18-19

GO 31-18-19 and RO 189-18-19



GO 30

GO 28

GO 31



GO 29



GO 29

RES 138

~~X~~

6.5

Gen. Ord. No. 31 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 11<sup>th</sup> Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-26" WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.

for the purpose of parking, construction, and vehicular and pedestrian ingress and egress, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

City Plan

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

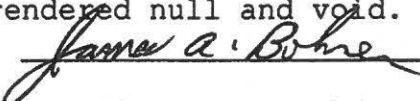
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

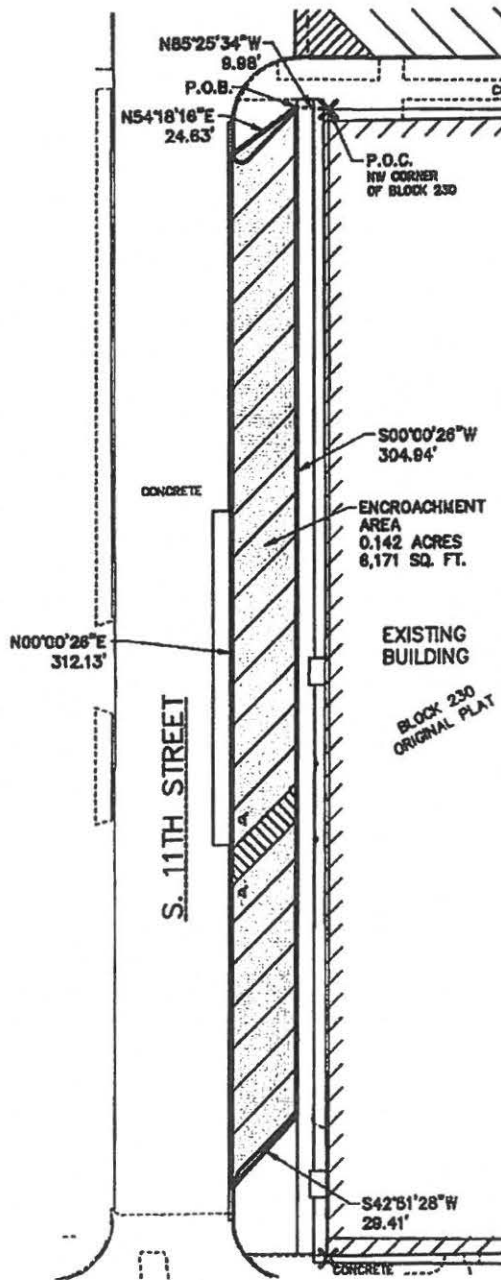
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

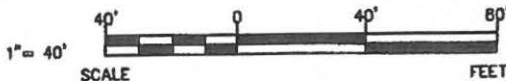
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-28" WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-28" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54"W.

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



DATE: AUGUST 28, 2016  
REV: NOVEMBER 26, 2018  
SHEET 1 OF 1 SHEETS



**EXCEL**  
ENGINEERING  
SURVEYING GROUP  
PROJECT NO. 1705480

Always a Better Plan  
100 CAMDEN DRIVE  
FOUNDRY LANE, 100 10000  
P.O. BOX 2000  
MILWAUKEE, WI 53211

II

3.7

R. O. No. 189 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purposes of parking, construction, and vehicular and pedestrian ingress and egress.

City Plan

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) parking, (ii) construction, and (iii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The need for the parking encroachment is because the Partnership Property does not have space for parking related to the Project, and thus requests to construct and maintain parking spaces within the Encroachment (the "Parking Improvements"). Related to such use, the Partnership also requests the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project and the Parking Improvements. Finally, the Partnership requests such use of the Encroachment for storage and staging of construction equipment and materials.


If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
Robert J. Pasquesi, II  
President

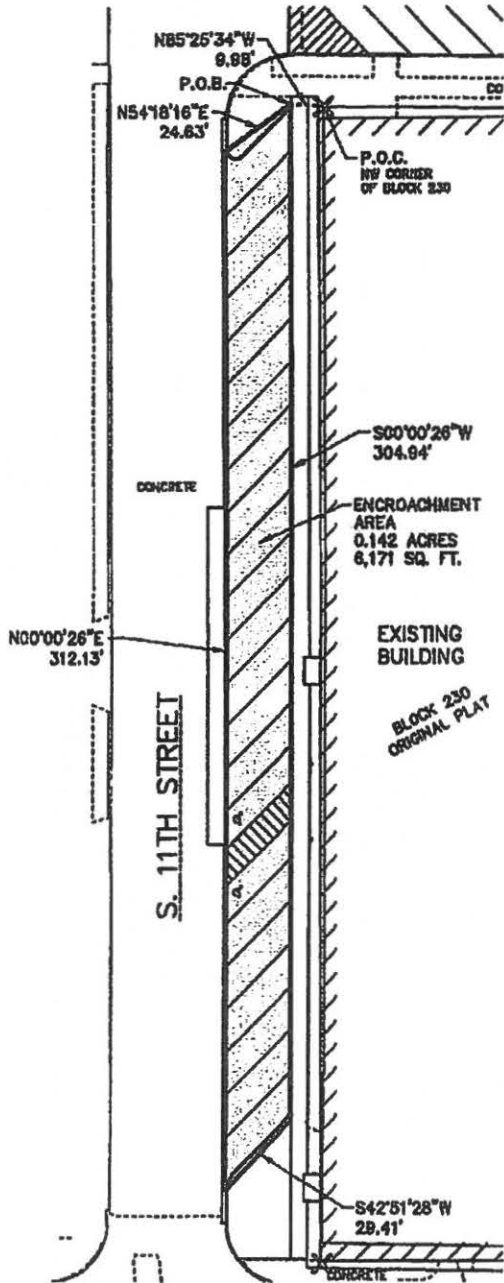
Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH  $88^{\circ}-25'-34''$  WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $00^{\circ}-00'-26''$  WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH  $42^{\circ}-51'-28''$  WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH  $00^{\circ}-00'-26''$  EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH  $54^{\circ}-16'-16''$  EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF  $S00^{\circ}02'54''W$ .

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



DATE: AUGUST 28, 2018  
REV: NOVEMBER 28, 2018  
SHEET 1 OF 1 SHEETS



**EXCEL**  
ENGINEERING  
SURVEYING GROUP  
PROJECT NO. 1705480

Always a Better Plan  
120 CAMERLOT DRIVE  
FOND DU LAC, WI 53424  
(715) 924-3100  
FAX: (715) 924-0101

**CITY OF SHEBOYGAN**

**REQUEST FOR PLANNING COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** RES 138-18-19 by Alderperson Bohren authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin, regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin.

---

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

---

**REPORT DATE:** December 6, 2018

**MEETING DATE:** December 11, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

Under the development agreement between Badger State Lofts and the City of Sheboygan, the city will be purchasing two parcels for land from the developer for the project. One parcel of the land is located on the Sheboygan River south of the Maryland Avenue right-of-way at the Sheboygan River and the other parcel is located south of Badger State Lofts near the intersection of Illinois Avenue and South Commerce Street.

Part of the Badger State Lofts development includes 8,700 square feet of the commercial space on the southeast corner. In order to provide parking for the commercial space the developer has requested an easement of the parcel of the land that the city purchased from Badger State on the south side of the Illinois Avenue. Under the terms of the agreement, the developer will pave the parcel to be used as a parking lot until such time that the city constructs a parking structure as part of the Innovation District.

**STAFF COMMENTS:**

City staff supports the use of the parcel for temporary parking. Having a mixed used development located within steps of the proposed Innovation District makes sense and the city does not have any immediate plans for the parcel of the land.

**ACTION REQUESTED:**

Motion to recommend the Common Council to authorize appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin, regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin.

**ATTACHMENTS:**

Res. No. 138-18-19





GO 30

GO 28

GO 31



GO 29



GO 29

RES 138

Path: G:\\_Janet\ BadgerLoft.mxd

III

4.1

Res. No. 138 - 18 - 19. By Alderperson Bohren. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin, regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Easement Agreement in form substantially similar to the attached.

*City Plan*

*James A. Bohren*

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

---

*space above reserved for recording*

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("*Agreement*") is effective as of the \_\_\_ day of December, 2018, by and between **Badger State Lofts, LP**, a Wisconsin limited partnership ("*Partnership*"), and **City of Sheboygan, Wisconsin**, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "*City*").

### **RECITALS**

The City is the owner of that certain real property located in Sheboygan County, Wisconsin more particularly described in Exhibit A attached hereto and made a part hereof ("*Parking Lot Property*"). KCG Development, LLC, a Florida limited liability company, conveyed the Parking Lot Property to the City, and as a condition of such conveyance of the Parking Lot Property, the City agreed to execute this Agreement.

A. The Partnership is the owner in fee simple of certain real property that is adjacent to the Parking Lot Property legally described in Exhibit B attached hereto and made a part hereof ("*Partnership Property*").

B. The Partnership is planning to develop the Partnership Property to create a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts ("*Project*").

C. The Partnership Property does not have space for parking related to the commercial space component of the Project; therefore, the Partnership desires to enter into this Agreement with the City by which the City grants a parking and construction easement to the Partnership to provide adequate parking for the Project.

D. The parties agree that the City will grant to the Partnership other easements as more fully described herein that are necessary and beneficial to the construction and use of the Parking Lot Property.

E. The Partnership desires to improve the Parking Lot Property to provide parking for the commercial space component of the Project on the Parking Lot Property.

F. The Partnership has requested and the City has agreed to grant the Partnership the above described easements as more particularly described herein subject to the restrictions and terms contained herein.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Partnership hereby agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and are incorporated herein by this reference as if set out in full in the body of this instrument.

2. **Construction of Parking Improvements.**

The Partnership hereby agrees at its sole costs and expense to construct those certain parking improvements ("*Parking Improvements*") depicted on that certain site plan attached hereto as Exhibit C and incorporated herein ("*Parking Plan*."). The Parking Improvements include but are not limited to laying asphalt (or similar paving material), curbing, and stripping for \_\_\_ parking spaces (the "Parking Spaces") on the Parking Lot Property. The City has reviewed and approved the Parking Plan.

3. **Grant of Construction Easement.**

The City hereby grants and conveys to the Partnership, its successors, assigns, contractors and agents, a non-exclusive, temporary construction easement across the Parking Lot Property for purposes of constructing the Project and the Parking Improvements ("*Construction Easement*."). The Construction Easement shall include the right of vehicular and pedestrian ingress and egress over and across the Parking Lot Property reasonably necessary to construct the Project and the Parking Improvements. The Construction Easement shall also include the right of the Partnership to use the Parking Lot Property for storage and staging of construction equipment and materials for the duration of the construction of the Project and the Parking Improvements.

4. **Grant of Parking Easement**

The City hereby grants and conveys to the Partnership, and its agents, tenants, employees, licensees, guests, patrons and other invitees (i) a parking easement for use of the Parking Spaces as necessary for the use of the commercial component of the Project, and (ii) an easement for pedestrian and vehicular ingress and egress over and across that portion of the Parking Lot Property located outside of the Parking Spaces for the purpose (a) ingress and egress

to the Parking Spaces and (b) ingress and egress to the Parking Spaces from the Partnership Property and to the Partnership Property from the Parking Spaces (collectively, the "***Parking Easement***"). The Parking Easement is subject to modification based upon construction of Project by the parties to this Agreement. Notwithstanding the granting of the Parking Easement, neither the City nor the Partnership shall permit parking in the parking Places between the hours of midnight and 6:00 a.m. Rights to park in the portion of the Easement not located within road right-of-way shall be exclusive to the Partnership and its agents, tenants, employees, licensees, guests, patrons and other invitees.

5. **Maintenance of Parking Spaces.**

The Partnership, at its sole cost and expense, will maintain the Parking Spaces in accordance with sound commercial practices and in accordance with all applicable laws, ordinances, rules and regulations issued by governmental agencies or authorities having jurisdiction over the Parking Lot Property. Without limiting the generality of the foregoing, the Partnership shall be responsible, at its sole cost and expense, for plowing, repaving, restriping and making any required repairs to the Parking Spaces, at such time(s) as are commercially reasonable. The Partnership shall also be responsible for erecting and maintaining all signage related to parking restrictions related to the Parking Spaces.

6. **Income from Parking.**

The City acknowledges that the use of the Parking Spaces and the Parking Lot Property in accordance with this Agreement, shall be of no charge to the Partnership, and its agents, tenants, employees, licensees, guests, patrons and other invitees and that there shall be no income to the City for the use of the Parking Spaces.

7. **No Fee for Use of Easements.**

Except for any expenses expressly outlined herein, the City shall not charge the Partnership a fee for the use of any or all of the Parking Easement, the Construction Easement or the Parking Spaces. The Partnership shall bear the cost of any and all recording fees or taxes which may be due in connection with the recording of this document in Sheboygan County, Wisconsin. The Partnership, because it is benefiting from the use of the Parking Lot Property, shall be responsible for payment of all real estate taxes associated with the Parking Lot Property during the term of this Agreement.

8. **Damage to Personal Property; Risk of Loss to Persons and Property.**

- a. All vehicles and personal property belonging to the Partnership or to its agents, employees, licensees, franchisees, franchisors, tenants, guests and other invitees, or to any other person, located in or about the Parking Lot Property, shall be at the sole risk of the Partnership or such other party, and neither the City nor the City's agents, employees, owners, governors or mortgagees, if any, shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for any damage or injury to the Partnership or to other persons or to other property, caused by water, heat or cold, dampness or by any act or neglect of other tenants or

occupants of the surrounding or adjacent property, including the Partnership Property and any other surrounding or adjacent property owned by the Partnership or its affiliates or related entities, or by any other person, or caused in any other manner whatsoever, excepting only to the extent caused by the gross negligence or willful misconduct of the City, its employees, or agents.

- b. The provisions of this Paragraph 8 shall survive the termination of this Agreement as to events occurring during the term of this Agreement.

9. **Indemnity.**

- a. The Partnership shall indemnify the City, its agents, employees, and mortgagee, and hold them harmless, and, will defend the City, its agents and employees, and its mortgagee from and against any and all claims, actions, damages, liabilities, causes of action, and expenses, including reasonable attorneys' and other professional fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of the use of the Parking Spaces, Parking Easement and/or Construction Easement that arose from and after the date hereof which was directly caused by its agents, employees, licensees, guests and other invitees; save and except to the extent of the gross negligence or willful misconduct of the City or its agents or employees.
- b. The provisions of this Paragraph 9 shall survive the termination of this Agreement as to events occurring during the term of this Agreement.

10. **Eminent Domain.**

If the whole or any material part of the Parking Lot Property is taken by any public authority under the power of eminent domain, or in the event of a conveyance by the City in lieu of the exercise of the power of eminent domain by such public authority, the Partnership shall not be precluded from recovery against the condemning authority for the value of any easement taken.

11. **Termination**

- a) This Agreement may be terminated by the mutual agreement of both parties.
- b) Notwithstanding the foregoing, the Partnership shall have to the right to terminate this Agreement by providing the City with thirty (30) days advanced written notice when: (i) the Partnership has determined that the Project is no longer providing for commercial property tenants; or (ii) the Partnership has determined sufficient parking for its commercial tenants has become available within close proximity to the Project due to the development of the land surrounding the Partnership Property.
- c) Notwithstanding the foregoing, the City shall have the right to terminate this

Agreement with ninety (90) days advanced written notice when: (i) the City has determined that the Project is no longer providing for commercial property tenants; or (ii) the City has determined that there is sufficient parking for the Partnership's commercial tenants which has become available within close proximity due to the development of the land surrounding the Partnership Property; or (iii) the Partnership is in default of the agreement as provided in Paragraph 12; or (iv) the Partnership's use of the Parking Lot Property, or the use thereof by the Partnership's agents, tenants, employees, licensees, guests, patrons, and other invitees rises to the level of a nuisance under state or federal law or local ordinance.

12. **Default.**

If either party defaults in the performance of any of its covenants, agreements or obligations contained in this Agreement, and such default shall not have been cured within thirty (30) days after written notice from the non-defaulting party, it shall be deemed an "*Event of Default*".

In the event of an Event of Default as set forth above, the non-defaulting party may perform the defaulting party's obligations and/or seek damages, or seek any other remedy available at law or in equity. The rights and remedies of the parties set forth shall be cumulative and not exclusive of any other right or remedy at law or in equity.

13. **Waiver.**

No waiver of any of the covenants or agreements contained in the Agreement or any breach thereof shall be taken to constitute a waiver of any other or subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants or agreements.

14. **Liability Insurance.**

The Partnership shall obtain and keep in full force and effect at all times during the term of this Agreement, at its sole cost and expense, a policy of Commercial General Liability (including automobile use liability coverage) insurance, issued by a company rated A or A Plus by A. M. Best, with limits of not less than \$1,000,000.00 for bodily injury, death or property damage occurring upon, in or about the Parking Lot Property, including the Parking Spaces, Parking Easement, and Construction Easement, naming the City as an additional insured thereunder. The Partnership will provide to the City at any time upon request an insurance certificate for at least the coverage and amount specified herein.

15. **Notices.**

Any and all notices required or permitted to be served pursuant to the terms of this instrument shall be in writing and shall be (i) served by registered or certified mail, with return receipt requested and postage prepaid, (ii) mailed by Federal Express or other nationally recognized overnight mail service, postage prepaid, (iii) sent by facsimile or email with receipt confirmed and a copy sent by Federal Express or other commercially recognized overnight mail

service, postage prepaid, or (iv) hand delivered, as follows:

To City:

City of Sheboygan  
828 Center Avenue  
Sheboygan, Wisconsin 53081  
Attention: Chad Pelishek, Development Director  
Email: [cpelishek@sheboygan.wi.gov](mailto:cpelishek@sheboygan.wi.gov)

To the Partnership:

Badger State Lofts, LP  
9333 N. Meridan Street, Suite 230,  
Indianapolis, IN 46260  
Attention: R.J. Pasquesi  
Email: [R.J.Pasquesi@kcgcompanies.com](mailto:R.J.Pasquesi@kcgcompanies.com)

With copy to:

Winthrop & Weinstine, P.A.  
225 South Sixth Street  
Suite 3500  
Minneapolis, Minnesota 55402  
Attention: John D. Nolde, Esq..  
Facsimile: (612) 604-6800  
[jnolde@winthrop.com](mailto:jnolde@winthrop.com)

Notice given in accordance with this Section shall be effective upon the earlier of (i) three (3) business days after deposit in the U.S. Mail, (ii) one (1) business day after being delivered to Federal Express or other nationally recognized overnight mail service, (iii) if sent via email or fax, on the date received, if on a business day and received prior to 5:00 p.m.; otherwise on the next business day, or (iv) if hand delivered, upon actual receipt at the address of the addressee. Either party may change its address for notices by giving a notice of such change of address in accordance with the provisions of this Section.

16. **Miscellaneous.**

- a. **Captions.** The sections, captions and headings in this Agreement are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.
- b. **Easement Runs With Land.** The easements granted herein in favor of the Partnership is appurtenant to the Partnership Property, is intended to be and shall be construed as an easement running with the Partnership Property, and burdening the Parking Lot Property and shall be binding upon and inure to the benefit of the City and the Partnership and their

respective successors and assigns.

- c. **Interpretation.** The singular shall include the plural, the plural the singular and use of any gender shall include all genders. The parties acknowledge and agree that each of them, together with their respective legal counsel, have contributed substantially to the preparation of this instrument, and, as such, this instrument shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this instrument. The headings herein are for convenience and reference only, and in no way define or limit the scope and content of this instrument or in any way affect its provisions.
- d. **Severability.** Any provision of this instrument that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision beyond such extent or in any other jurisdiction. It is the intention of the parties to this instrument that if any provision of this instrument is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- e. **Entire Agreement.** This instrument, including the exhibits attached hereto, contains the entire agreement between the parties with respect to its subject matter. This instrument cannot be further modified, except by a written instrument signed by the party/ies against whom enforcement of the modification is sought.
- f. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the parties hereto relating to the subject matter of this instrument, the prevailing party shall be entitled to recover from the nonprevailing party all of its reasonable expenses, including, but not limited to, reasonable attorneys' fees and costs (including such fees and costs incurred in connection with bankruptcy and/or appellate proceedings).
- g. **Governing Law.** The existence, validity, construction and operational effect of this instrument, and all of its terms, covenants and conditions, shall be determined in accordance with the laws of the State of Wisconsin, without application of its conflict of law principles.
- h. **Further Assurances.** Upon either party's request, the other party shall execute, acknowledge and deliver such further instruments and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purpose of this Agreement.
- i. **Time is of the Essence.** Time is expressly declared to be of the essence

with respect to the performance of all terms, covenants, provisions, and obligations of this Agreement.

- j. No Partnership. Under no circumstances whatsoever shall this instrument be construed as creating either a partnership, joint venture or an employment relationship between any of the parties.
- k. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed but one agreement.

16237706v7

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date first mentioned above.

**CITY OF SHEBOYGAN,  
WISCONSIN**

**BADGER STATE LOFTS, LP,  
a Wisconsin limited partnership**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**By:** KCG Badger State Lofts GP, LLC  
**Its:** General Partner

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**By:** KCG Holdings, LLC  
**Its:** Manager

**BY:** \_\_\_\_\_  
**Name:** R.J. Pasquesi  
**Its:** President

**ACKNOWLEDGMENTS**

STATE OF WISCONSIN    )  
  ) ss  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above-named R.J. Pasquesi, as President of KCG Holdings, LLC, a Florida limited liability company, the manager of KCG Badger State Lofts GP, LLC, a Wisconsin limited liability company, as the general partner of Badger State Lofts, LP, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission \_\_\_\_\_

EXHIBIT A  
PARKING LOT PROPERTY

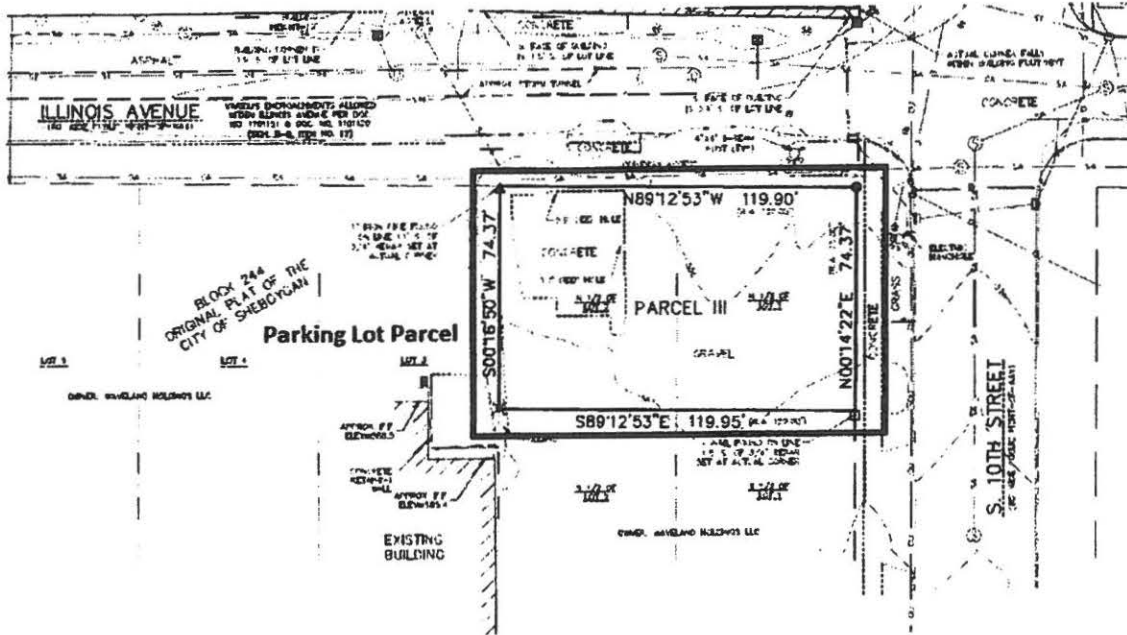


EXHIBIT B  
PARTNERSHIP PROPERTY

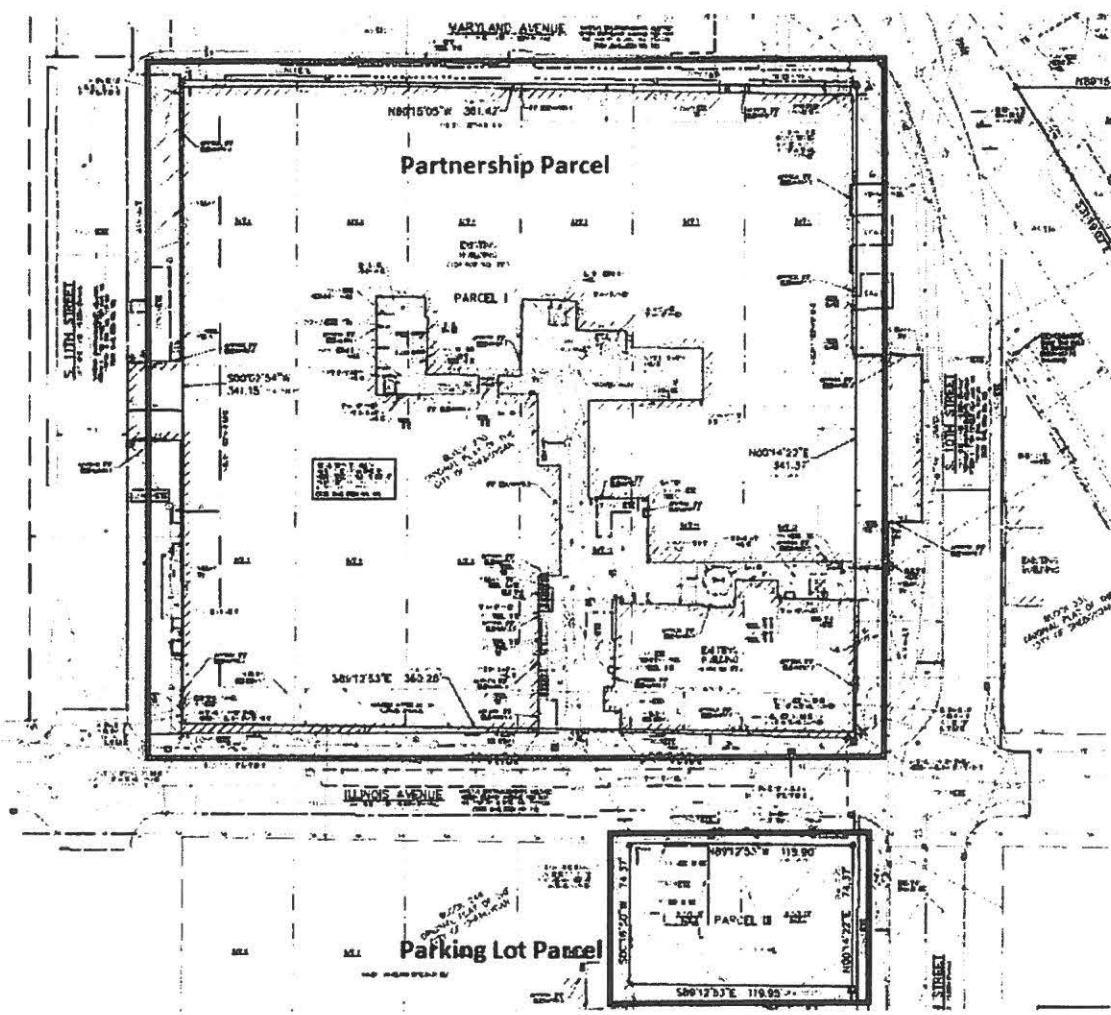


EXHIBIT C  
PARKING PLAN - ATTACHED

