

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 182-19-20 is a claim from Richard Davies for alleged overbilling.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: June 3, 2020

MEETING DATE: June 8, 2020

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:

R.O. No. 182-19-20 is a claim from Richard Davies for alleged overbilling on his water bill when his two family residence changed to single family.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 182-19-20.

ATTACHMENTS:

- I. R.O. No. 182-19-20

II

3.1

R. O. No. 182 - 19 - 20. By CITY CLERK. April 20, 2020.

Submitting a claim from Richard Davies for alleged overbilling when his two family residence (1423/1423A Oakland Avenue) changed to a single family.

F+P
2020-2021
Council

City Clerk

APR 04 2020

DATE RECEIVED 4-4-20

RECEIVED BY MCC
CLAIM NO. #32-19

CLAIM

Claimant's Name: Richard Davies Auto \$ _____

Claimant's Address: 1423 Oakland Ave Property \$ _____
Sheb. 53081 Personal Injury \$ _____

Claimant's Phone No. 920 946 8182 Other (Specify below) OVER Billed

TOTAL \$ ~~1290.42~~ 430.14

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

¹⁵
430.14 The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~1290.42~~

1423/1423 A Oakland Ave was changed to single family on 7/29/2014. I noticed 1423 A was still being Billed for fire & garbage on 3/5 when recycling bill came. Went to Water Utility (Tamara), future billing has been changed. Went to City Attorney office (Marie) then to DPW Jason Vlasiola who sent me to you.

SIGNED Richard Davies DATE: 4/2/2020

ADDRESS: 1423 Oakland Ave
Sheboygan WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Fire was 8.52 now 4.24 / 1.42 n
garbage 30.00 now 15.00 / 5.00 n

Time 67 months x 6.42 = 430.14
6.42

PI-5575

US CUSTOMS

1954

NOVEMBER 1954

NAME	...
ADDRESS	...
CITY	...
STATE	...
ZIP	...

FOR INFORMATION PURPOSES, PLEASE SEE TO BEING NUMBER THREE

PLEASE MAIL A COPY OF WRITING ATTACHED TO THE FOLLOWING ADDRESS

THE FOLLOWING IS THE ADDRESS OF THE OFFICE TO WHICH THE WRITING SHOULD BE SENT

...

...

...

...

...

PROPERTY ADDRESS DESIGNATION REPORT

PARCEL 428450

DATE: 7-29-14

____ NEW CONSTRUCTION ADDRESS:

____ ADDRESS ADDED TO EXISTING BUILDING:

____ CHANGE ADDRESS TO EXISTING BUILDING:

X DELETE ADDRESS FROM EXISTING BUILDING:
~~143~~ 1423 A

REMARKS: REMOVE FROM 1423 OAKLAND AVE

BY: P.E. OF B/I DEPT.

TO: BUILDING INSP. POLICE DEPT. FIRE DEPT.
ENGINEERING WATER DEPT. REAL PROPERTY LISTER

MAP NO. _____

LEGAL DESCRIPTION: _____



City of
Sheboygan
spirit on the lake.

Date: 7-29-14

Name: Richard + Janice Davies

Address: 1423 Oakland Ave

City, State, Zip: Sheboygan WI 53081

RE: 1423 Oakland Ave Parcel: _____

I requested that my dwelling at: 1423 Oakland Ave
be changed from a two-family to a single-family. In order to remove a dwelling unit;
one of the following must be performed:

1. Remove toilet and have the plumbing inspector verify that this was done correctly.
2. Remove the kitchen sink and have the plumbing inspector verify that it was done correctly.
3. Remove the separate entrance and have the building inspector verify that it was done correctly.

*o/k
7/29/14
for next*

Understand that I need to remove the second address number: 1423.A
from the building and also that if I want to convert it back to a two-family I may have
to do the following:

1. Request the change.
2. May need to get plan commission approval.
3. May need to have separate utility meters.
4. May need to have proper second exiting from upper level.

Richard Davies
Owner's Signature

7-29-14
Date

BUILDING INSPECTION
CITY HALL
128 CENTER AVE., SUITE 105
SHEBOYGAN, WI
3081-4442

20/459-4064
AX 920/459-0210

www.cityofsheboygan.info

BUILDING INSPECTION DEPARTMENT

Jack Van Der Weele
Patrick Eirich
Building Inspectors

III


4.2

Res. No. 30 - 20 - 21. By Alderpersons Wolf and Donohue.
June 1, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

FAP



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

**FIRST AMENDMENT OF
DEVELOPMENT AGREEMENT
BETWEEN
OSCAR APARTMENTS LLC
AND THE CITY OF SHEBOYGAN**

THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT (the “First Amendment”), made this ____ day of _____, 2020, is by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “City”), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter “Developer”). To the extent that the terms and conditions of this First Amendment conflict with or contradict the terms and conditions of the Development Agreement, the terms of this First Amendment shall supersede and control.

RECITALS

WHEREAS, Developer and the City have entered into a Development Agreement dated as of January 2, 2020, hereinafter referred to as “the Development Agreement.”

WHEREAS, in light of updated modifications to Developer’s development program, changes to Developer’s financing structure during construction, analysis provided to Developer by Ehlers & Associates relative to TID revenue forecasts, and unanticipated difficulties negotiating a transfer of property from the Union Pacific Railroad for trail purposes, Developer and City desire to further modify and amend the Redevelopment Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and good and valuable consideration, the delivery and receipt of which is hereby acknowledged by and between Developer and City, the parties do hereby agree to amend the Development Agreement as follows:

1. Recitals.

The second recital is hereby amended to read as follows:

“The Developer proposes to build a 240-unit multi-family development targeted at providing rental housing units to the City.”

2. Article I.

a. The definition of “Development” is hereby amended to read as follows:

“*Development*” means the overall construction of an approximately 305,000 square foot multi-family apartment complex consisting of three

residential buildings with between 230 and 250 units and appurtenant buildings adjacent to S. 15th Street.

b. The definition of “Project” is hereby amended to read as follows:

“*Project*” means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 240 units, located on the property described on Exhibit “A” (the “Property”).

3. Article II.

Section 2.1 is hereby amended to read as follows:

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 305,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit “A” and pursuant to the plans in Exhibit “B.” Construction is to commence in approximately August 2020 and completed for opening by December 1, 2021. Cost for this construction is estimated to be \$45,000,000.

4. Article III.

Section 3.1 is hereby amended to read as follows:

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	completed
Issuance of the Building Permits:	July 1, 2020
Start Construction:	August 1, 2020
Substantial Completion:	December 1, 2021

Section 3.2 is hereby amended to read as follows:

3.2 Default. Failure to substantially complete construction of the Project by March 30, 2022 is an event of default pursuant to Section 10.1(A) of this Agreement.

5. Article VI.

a. Section 6.1 is hereby amended to read as follows:

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the

assessed real estate property value of the project has exceeded a minimum of \$29,000,000 in incremental value, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2023 and ending in 2038, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus a fee for the City's administrative costs in the amount of the greater of either (i) \$5,000 or (ii) 1.5% the developer performance incentive payment. Said payment is conditioned upon either (i) the Tax Incremental Value of the Project being in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year, or (ii) the Developer having made payment of any and all tax increment deficiencies as defined in Section 5.5 herein. Provided sufficient Tax Revenue is available, the anticipated minimum amount of development performance incentive payments to be made each year is contained in "Exhibit C," which is attached hereto and made a part of this First Amendment. However, any variance or disagreement about the amounts to be paid shall be determined solely based on the language of this Section; Exhibit C is intended simply as a description of the anticipated minimum payments.

The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2023. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

b. Section 6.3 is hereby amended to read as follows:

6.3 Off-Site Public Improvements. The City shall in good faith negotiate for the purchase of such real property owned by Union Pacific Railroad Company situated in the City of Sheboygan, Sheboygan County, State of Wisconsin, between Milepost 148.2 and Milepost 149.5 of Union Pacific's former Sheboygan Passenger Line, and abandonment of Union Pacific's common carrier

obligations with regard to such property. This negotiation shall be for the purpose of obtaining the necessary land to create and construct a recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way. Said land purchase shall be in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in a decision to be served by the Surface Transportation Board. Within six months after purchase of the property, abandonment of Union Pacific's obligations related to the property, and removal of all tracks, the City shall (i) at its sole cost and expense have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than the later of five (5) years after substantial completion of the project or five (5) years after obtaining title to the Union Pacific property, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

6. Article VII.

Section 7.1(a) is hereby amended to read as follows:

(A) The new 305,000 square foot multi-family development shall be completed in phases with final completion on or before December 1, 2021.

7. Exhibit B. Exhibit B is hereby replaced with the document attached to this First Amendment as "New Exhibit B."

8. Exhibit C. Exhibit C is hereby made a part of the Agreement.

**SIGNATURE PAGE FOR FIRST AMENDMENT
OF DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Development Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

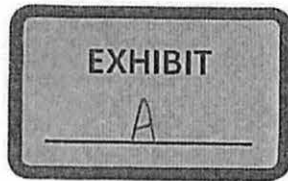
BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

OSCAR APARTMENTS LLC

BY: _____
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. ____-20-21.



LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.01 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

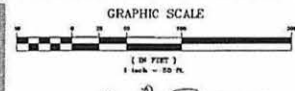
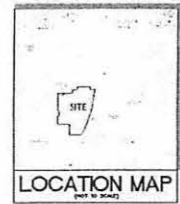
Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082

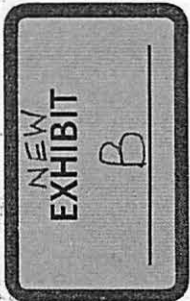
- GENERAL NOTES**
1. WASH ENCLOSURE DIMENSION AND DETAILS PER DESIGN BY OTHERS.
 2. ON-SITE STORM WATER DRAINAGE REQUIREMENTS SHALL BE IN ACCORDANCE WITH CITY OF SHEBOYGAN STANDARDS.
 3. ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED TO CITY OF SHEBOYGAN STANDARDS.
 4. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE TO CITY OF SHEBOYGAN STANDARDS.
 5. PLANS SUBJECT TO CHANGE WITHOUT NOTICE UPON THE FINAL ENGINEERING.

SITE PLAN

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS-COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST, THE S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'-00"-W 299.56' ALG SD S LJ
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



- SHEET INDEX**
- 1.1 SITE PLAN
 - 2.0 SITE PLAN DETAILS
 - 3.0-3.1 EROSION CONTROL PLAN
 - GEOMETRIC PLAN & AERIAL



207 Commercial Business Parkway
Sheboygan, WI 53081-1010
P: 920.855.1000
F: 920.855.1000
E: info@stockandassociates.com
www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

SITE PLAN FOR
THE OSCAR
1436 SOUTH 15TH STREET
CITY OF SHEBOYGAN
WISCONSIN



05/05/20
GEORGE W. STOCK - E-32532
CIVIL ENGINEER

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/24/17	—	— SITE COMMENTS
2	10/24/18	—	— AMR SUBMITTAL
3	02/06/20	—	— REDESIGN

SHEET TITLE
SITE PLAN

SHEET NO.
1.0

SITE INFORMATION

APPLICANT: GREEN STREET DEVELOPMENT GROUP, LLC
OWNER (CURRENT): LOW PROPERTIES SHEBOYGAN, LLC
ADDRESS: 1436 SOUTH 10TH STREET SHEBOYGAN, WI 53081
LOT AREA: 17,450.1 SQUARE FEET (398.91 SF)
PARCEL ID: 59221513391
FIRE DISTRICT: SHEBOYGAN FIRE DEPARTMENT
SCHOOL DISTRICT: SHEBOYGAN AREA S.D.
SEWER DISTRICT: SHEBOYGAN WASTEWATER TREATMENT
FEMA MAP: 50170002P1
ELECTRIC COMPANY: ALLIANT ENERGY
GAS COMPANY: WISCONSIN PUBLIC SERVICE (WPS)
WATER COMPANY: SHEBOYGAN WATER UTILITY

FLOOD NOTE

SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "A" (AREA WITH REDUCED FLOOD RISK DUE TO LEVEL) AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR SHEBOYGAN COUNTY, WISCONSIN AND INCORPORATED AREAS. THE MAP IS SUBJECT TO AS MANY AS 12014403339 WITH AN EFFECTIVE DATE OF APRIL 2, 2009.

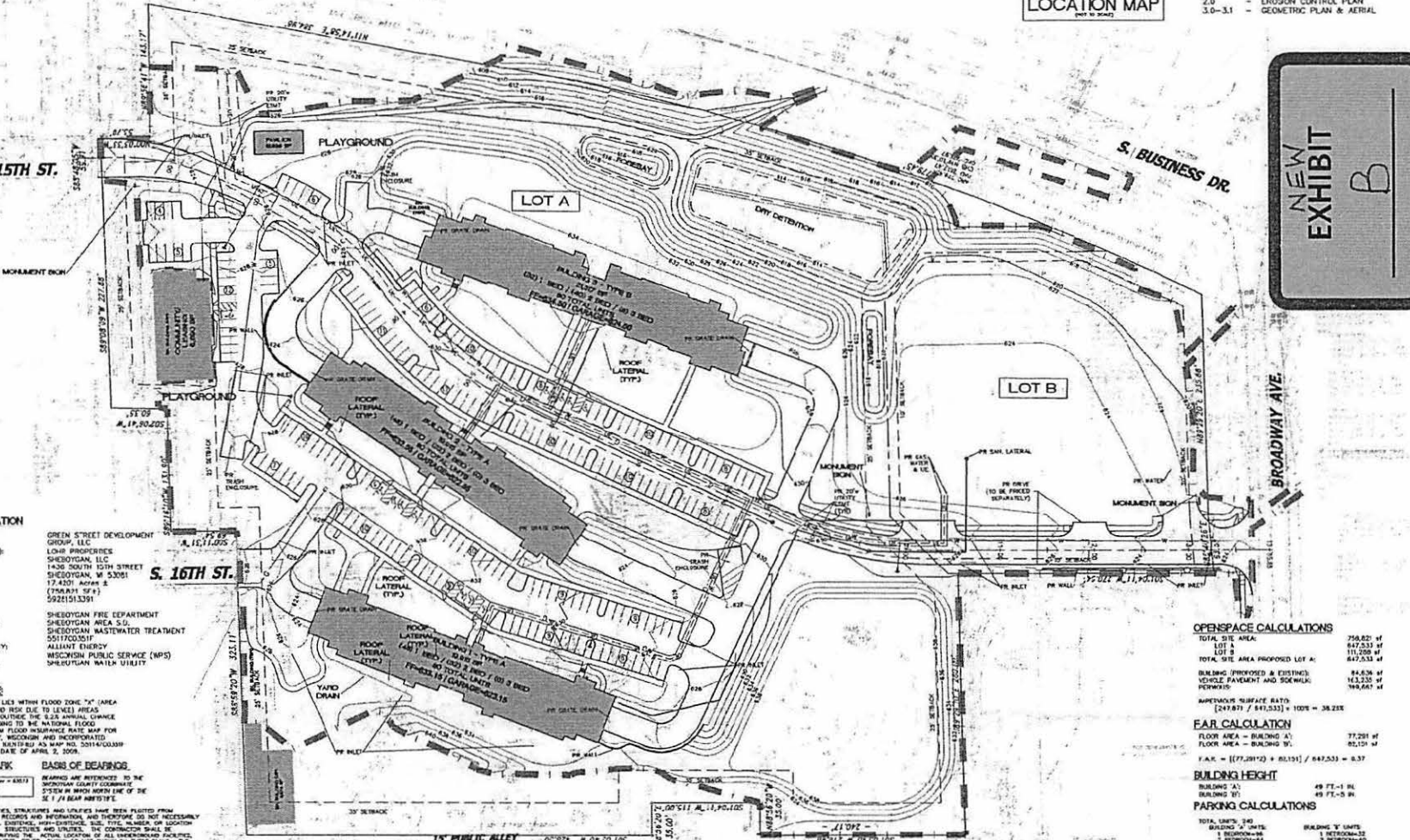
SITE BENCHMARK

BEARINGS ARE REFERENCED TO THE SHEBOYGAN COUNTY COORDINATE SYSTEM WHICH IS NORTH OF THE SE 1/4 BEAR 48N157E.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY RECORDS AND INFORMATION AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, VERTICAL CURVE, TYPE, NUMBER OR LOCATION OF THESE FACILITIES. STRUCTURES AND UTILITIES SHOWN ON THESE PLANS ARE THE RESPONSIBILITY FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES, EITHER BEFORE OR AFTER CONSTRUCTION. THE SHEBOYGAN FIRE DEPARTMENT AND GAS UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROJECTS SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION OF IMPROVEMENTS, UNDERGROUND FACILITY SAFETY AND DRIVING PREVENTION ACT, CHAPTER 319 FROM.

PREPARED FOR:

GREEN STREET DEVELOPMENT GROUP, LLC
 8451 MARLYND, ST. LOUIS, MO 63105
 PHONE: (314) 495-9884



OPENSPACE CALCULATIONS

ITEM	AMOUNT
TOTAL SITE AREA	758,827 SF
LOT A	647,533 SF
LOT B	111,294 SF
TOTAL SITE AREA PROPOSED LOT A:	647,533 SF
BUILDING (PROPOSED & EXISTING)	84,836 SF
VEHICLE PAVEMENT AND SIDEWALK PERMITS	163,230 SF
AMPHIBIOUS SURFACE RATIO	(241,871 / 647,533) = 37.35%

FAR CALCULATION

ITEM	AMOUNT
FLOOR AREA - BUILDING A1	77,281 SF
FLOOR AREA - BUILDING B1	62,120 SF
F.A.R. = ((77,281) + 62,120) / 647,533 = 0.37	

BUILDING HEIGHT

ITEM	AMOUNT
BUILDING A1	49 FT-1 IN.
BUILDING B1	49 FT-0 IN.

PARKING CALCULATIONS

ITEM	AMOUNT
TOTAL SPACES	340
BUILDING A - SPACES	1
BUILDING B - SPACES	2
BUILDING C - SPACES	3
BUILDING D - SPACES	3

REQUIRED PARKING

ITEM	AMOUNT
UR-12	2 SPACES PER 50 SQ FT OR MORE RESIDUAL
UR-13	1.5 SPACES PER 50 SQ FT FOR 1 BEDROOM
UR-14	(10 * 110) + (1.3 * 130) = 618 SPACES
UR-15	1 SPACE FOR EVERY 5 EXPECTED PATRONS
UR-16	(104 * 70) = 728 SPACES

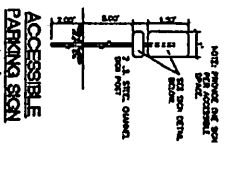
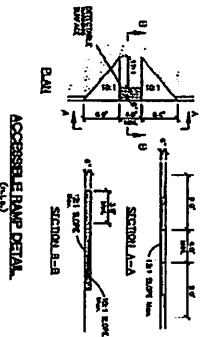
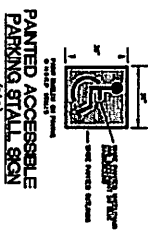
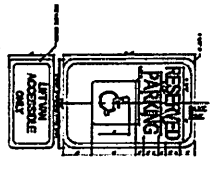
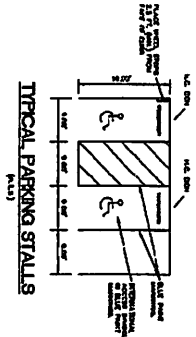
TOTAL SPACES REQUIRED: 618 SPACES
 TOTAL SPACES PROVIDED: 310 (474) + 130 (474) = 340 SPACES

ABBREVIATIONS

- ACC - ADJUST TO GRADE
- AD - ADJUSTED
- CL - CLEARANCE
- CR - CURB
- DLV - DRAINAGE
- EXT - EXTERIOR
- FIN - FINISH
- INT - INTERIOR
- ISO - ISOLATION
- LAN - LANDSCAPE
- LANE - LANE
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LEGEND - FINISHES

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- 3. GRAVEL
- 4. SAND
- 5. SOIL
- 6. TOP SOIL
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- 8. UNFINISHED
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SEEDING, TEMPORARY

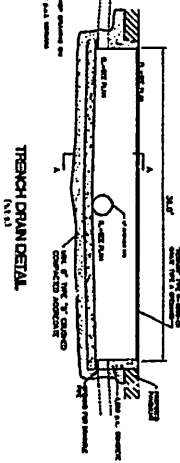
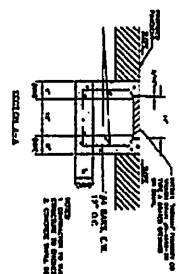
Seeding shall be done in accordance with the following specifications:

1. The seed shall be of the highest quality and shall be certified by the State Seed Laboratory.
2. The seed shall be applied at a rate of 100 lbs per 1,000 sq ft.
3. The seed shall be applied in a uniform manner.
4. The seed shall be applied in a timely manner.
5. The seed shall be applied in a timely manner.
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MULCHING

Mulching shall be done in accordance with the following specifications:

1. The mulch shall be of the highest quality and shall be certified by the State Seed Laboratory.
2. The mulch shall be applied at a rate of 2 inches.
3. The mulch shall be applied in a uniform manner.
4. The mulch shall be applied in a timely manner.
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REVISIONS

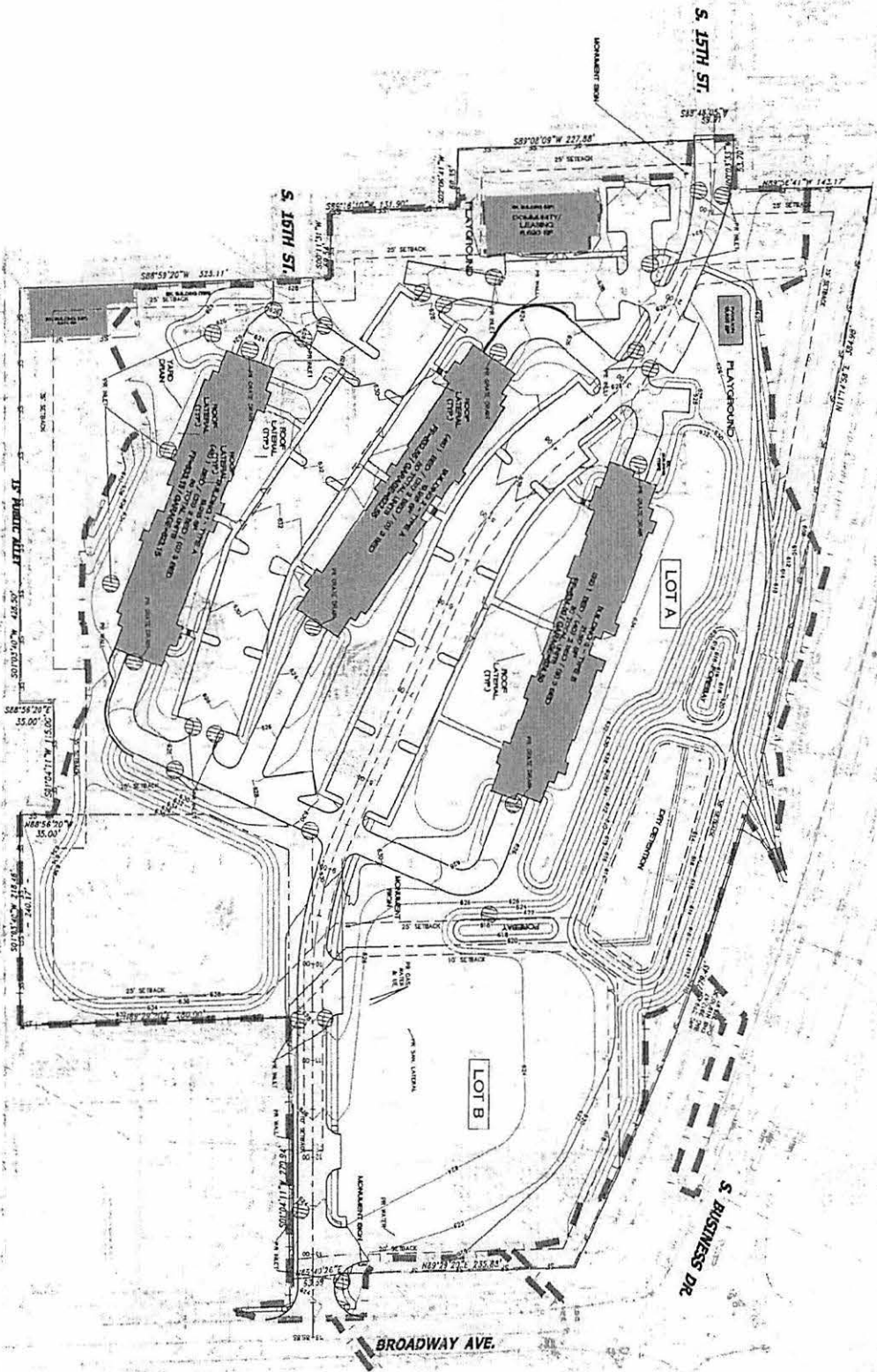
NO.	DATE	DESCRIPTION
1	01/15/20	ISSUED FOR PERMIT
2	01/15/20	ISSUED FOR PERMIT
3	01/15/20	ISSUED FOR PERMIT



SITE PLAN FOR:
THE OSCAR
 1436 SOUTH 15TH STREET
 CITY OF SHEBOYGAN
 WISCONSIN

Stuck & Associates
 Consulting Engineers, Inc.

207 Deerfield Business Parkway
 Sheboygan, WI 53081-9000
 Phone: 920.451.1111
 Fax: 920.451.1112
 Web: www.stuck.com



LEGEND

INLET PROTECTION

SILT FENCE

GRAPHIC SCALE

1" = 50 FEET

1" = 100 FEET

REVISIONS:

1	9/24/19	317 COMMENTS
2	10/24/19	ADD DIMENSIONS
3	03/06/20	REVISED

DATE: 03/06/20

PROJECT: 1919-10-001

DRAWN BY: JLS

CHECKED BY: JLS

DATE: 03/06/20

PROJECT TITLE: EROSION CONTROL PLAN

SHEET NO.: 20

SITE PLAN FOR:

THE OSCAR

1436 SOUTH 15TH STREET

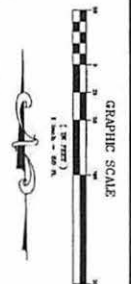
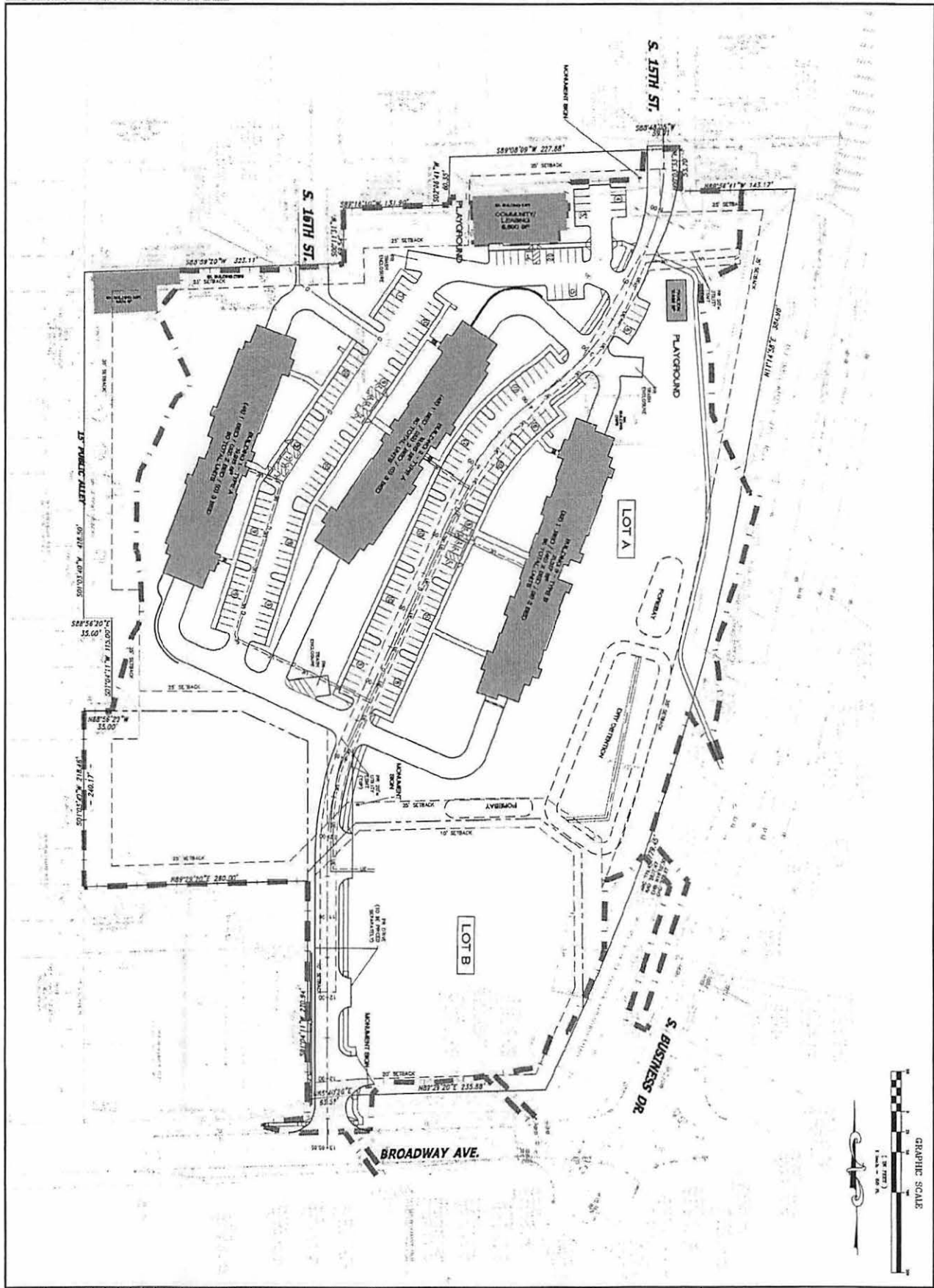
CITY OF SHEDYGAN

WISCONSIN

STOCK & ASSOCIATES

Consulting Engineers, Inc.

307 Chesterfield Business Parkway
St. Louis, MO 63108 PH: 637.732.1500
1800-452-7141 FAX: 637.732.1501
e-mail: gary@stockinc.com
Web: www.stockinc.com



3.0

GEOMETRIC PLAN

NO.	DATE	BY	CHKD.	APP'D.
1	08/20/13	J. M. [unclear]	[unclear]	[unclear]
2	08/20/13	[unclear]	[unclear]	[unclear]
3	08/20/13	[unclear]	[unclear]	[unclear]

REVISIONS:

1. [unclear] - [unclear]
2. [unclear] - [unclear]
3. [unclear] - [unclear]

PROJECT NO. 1301

SITE PLAN FOR

THE OSCAR

1436 SOUTH 15TH STREET

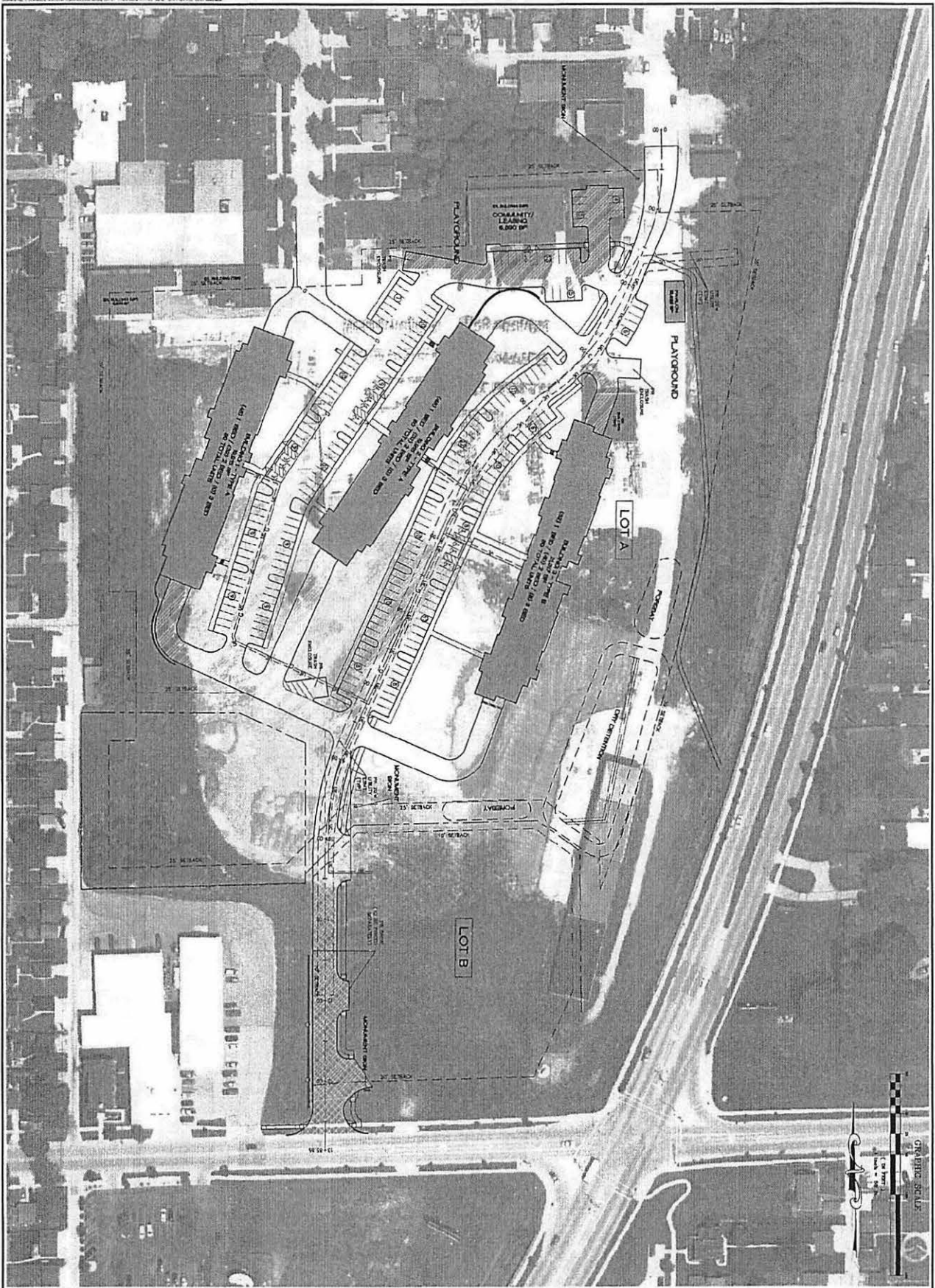
CITY OF SHEBOYGAN

WISCONSIN

STOCK & ASSOCIATES

Consulting Engineers, Inc.

227 Deerfield Business Parkway
 De Looe, WI 53026 PH: (920) 830-8000 FAX: (920) 830-8002
 e-mail: info@stockinc.com Web: www.stockinc.com



3.1

DATE: 01/11/11

SCALE: AS SHOWN

PROJECT: THE OSCAR

CLIENT: SHEBOYGAN CITY

DESIGNER: STOCK & ASSOCIATES

REVISIONS:

NO.	DATE	DESCRIPTION
1	1/11/11	INITIAL DESIGN
2	1/11/11	REVISED DESIGN
3	1/11/11	FINAL DESIGN

SITE PLAN FOR:

THE OSCAR

1436 SOUTH 15TH STREET

CITY OF SHEBOYGAN

WISCONSIN

Stock & Associates

Consulting Engineers, Inc.

307 Chesterfield Business Parkway
 St. Louis, MO 63023 PH: (630) 828-9100 FAX: (630) 828-9101
 e-mail: info@stockassoc.com
 Web: www.stockassoc.com

City of Sheboygen

The Oscar Apartments - \$29M Value No Outparcel, City 35%

Tax Increment District # _____

Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	\$37,710	
District Creation Date	January 1, 2019	Appreciation Factor	1.00%	Apply to Base Value
Valuation Date	Jan 1, 2019	Base Tax Rate	\$24.87	
Max Life (Years)	27	Rate Adjustment Factor		
Expenditure Period/Termination	22 1/1/2041			
Revenue Periods/Final Year	27 2047			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	2.50%	
Recipient District	Yes	Taxable Discount Rate	4.00%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2019	0	2020	0	0	2021	\$24.87	0	0
2	2020	17,490,660	2021	0	17,490,660	2022	\$24.87	434,980	394,070
3	2021	11,297,815	2022	174,607	28,663,382	2023	\$24.87	720,258	1,030,709
4	2022	0	2023	289,634	29,253,016	2024	\$24.87	727,501	1,658,030
5	2023	0	2024	292,530	29,545,546	2025	\$24.87	734,776	2,276,172
6	2024	0	2025	295,455	29,841,001	2026	\$24.87	742,124	2,885,267
7	2025	0	2026	298,410	30,139,411	2027	\$24.87	749,545	3,485,449
8	2026	0	2027	301,394	30,440,805	2028	\$24.87	757,040	4,076,848
9	2027	0	2028	304,408	30,745,214	2029	\$24.87	764,611	4,659,592
10	2028	0	2029	307,452	31,052,666	2030	\$24.87	772,257	5,233,808
11	2029	0	2030	310,527	31,363,192	2031	\$24.87	779,979	5,799,821
12	2030	0	2031	313,632	31,676,824	2032	\$24.87	787,779	6,357,154
13	2031	0	2032	316,768	31,993,592	2033	\$24.87	795,657	6,906,528
14	2032	0	2033	319,936	32,313,528	2034	\$24.87	803,614	7,447,862
15	2033	0	2034	323,135	32,636,664	2035	\$24.87	811,650	7,981,274
16	2034	0	2035	326,367	32,963,030	2036	\$24.87	819,766	8,506,881
17	2035	0	2036	329,630	33,292,661	2037	\$24.87	827,964	9,024,795
18	2036	0	2037	332,927	33,625,587	2038	\$24.87	836,244	9,535,130
19	2037	0	2038	336,256	33,961,843	2039	\$24.87	844,606	10,037,997
20	2038	0	2039	339,618	34,301,462	2040	\$24.87	853,052	10,533,505
21	2039	0	2040	343,015	34,644,476	2041	\$24.87	861,583	11,021,761
22	2040	0	2041	346,445	34,990,921	2042	\$24.87	870,198	11,502,873
23	2041	0	2042	349,909	35,340,830	2043	\$24.87	878,900	11,978,943
24	2042	0	2043	353,408	35,694,238	2044	\$24.87	887,689	12,444,078
25	2043	0	2044	356,942	36,051,181	2045	\$24.87	896,566	12,904,373
26	2044	0	2045	360,512	36,411,693	2046	\$24.87	905,532	13,357,934
27	2045	0	2046	364,117	36,775,810	2047	\$24.87	914,587	13,804,857
Totals	28,788,475		7,987,334			Future Value of Increment	20,778,459		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 30-20-21 authorizing the appropriate City officials to execute the First Amendment of the Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street.

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

REPORT DATE: June 4, 2020

MEETING DATE: June 8, 2020

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:

Oscar Apartments LLC, a Missouri limited liability company proposes to build a approximately 200 multi-family development on the former VanDerVaart property. The Developer proposes to invest approximately \$45,000,000 on the former Vander Vaart property on South Business Drive.

As the developer is working through permanent financing for the project and since the project has been modified to include underground parking and three buildings versus four buildings, the developer has requested the following changes and thus the amendment to the development agreement is being proposed.

The changes include:

- The developer proposes to build 240 units revised from the 248 units in three buildings.
- Modify the start date to be August 2020 and complete construction by December 1, 2021.
- Update the construction schedule
- Tweak the development incentive language removing the annual payment amount of the \$471,350 to allow the payment to made to an amount equal to 65% of the tax increment revenue.
- City to make the payment starting in 2023 and ending in 2038.
- Adds some flexibility on the city's part for the negotiating with Union Pacific to purchase the abandoned right-of-way.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 30-20-21 authorizing the appropriate City officials to execute the First Amendment of the Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street.

ATTACHMENTS:

- I. Res. No. 30-20-21