

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

# III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Wolf and Sorenson.  
April 15, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater.

RESOLVED: That Director of Public Works David Biebel is hereby authorized to execute the Department of the Army Right-of-Entry for Construction, a copy of which is attached hereto and incorporated herein, with City Clerk Meredith DeBruin executing the Certificate of Authority.

*Public Works  
2019-2020*

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

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

**DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Sheboygan, Wisconsin  
Pier Repairs  
(Project, Installation, or Activity)

Parcel: 59281300040  
(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents and assigns an irrevocable right to enter upon the lands hereinafter described at any time from 01 September 2019 through 31 December 2021 in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of Sheboygan, State of Wisconsin, and is described as follows: parcel 59281300040 located as shown in Exhibit "A"

WITNESSES MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
ANDREW M. SHELTON  
Chief, Real Estate  
Real Estate Contracting Officer

**NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, do hereby certify that I am the  
(someone other than the person signing the agreement)

\_\_\_\_\_ of the City of Sheboygan,  
(my position of responsibility within the organization)

and that \_\_\_\_\_,

who signed the agreement on behalf of the City of Sheboygan,

was at the time of signature its \_\_\_\_\_,  
(position held)

and that the person who executed the agreement on behalf the City of Sheboygan acted within his/her statutory authority.

**IN WITNESS WHEREOF**, I have made and executed this certification

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Exhibit A



Parcel: 59281300040  
Owner: City of Sheboygan, WI

**CITY OF SHEBOYGAN**

**REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION**

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**ITEM DESCRIPTION:** Discussion and possible action on request from the U.S. Army Corp of Engineers to use RDA-owned land for staging of construction materials for South Pier Reconstruction Project.

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

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**REPORT DATE:** February 3, 2020

**MEETING DATE:** February 5, 2020

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**FISCAL SUMMARY:**

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

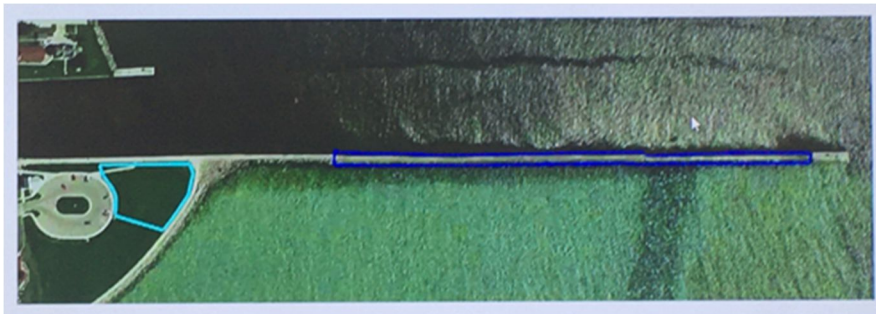
**STATUTORY REFERENCE:**

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

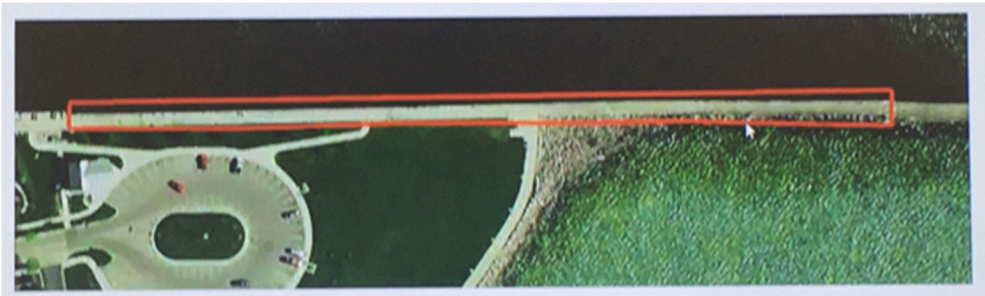
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**BACKGROUND / ANALYSIS:**

Starting in April of the 2020, the US Army Corp of Engineers will start phase 1 reconstruction of the South Pier. The Common Council has previously approved a right of entry to use city-owned property on the base of the South Pier as staging location as shown in the image below.

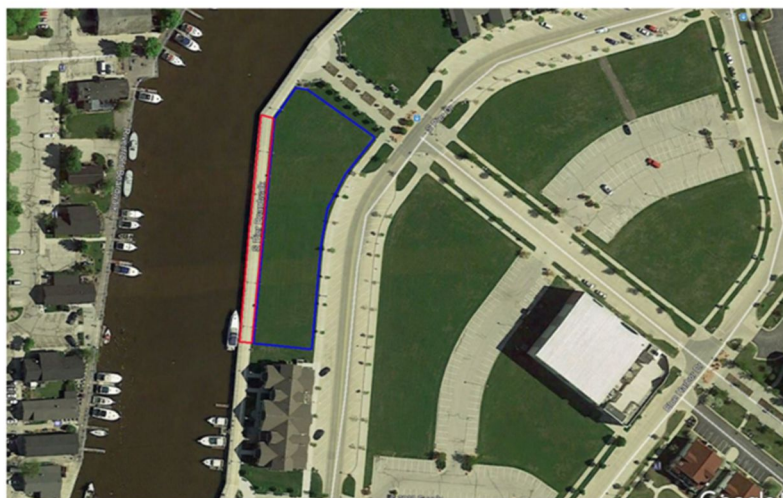


Additional appropriations were received to complete the part of the pier closest to the land and will be bid as a separate project in July 2020. In case this project is awarded to a separate contractor, the US Army Corp of Engineers is looking for a staging area for construction materials for this contract.



Phase 2 reconstruction area

The US Army Corp of Engineers has made a request to use the RDA owned property shown below from July 2020 to December 31, 2022 for staging area for the second contractor.



**STAFF COMMENTS:**

Both phases of the project are estimated to be around \$10 million. Given the little funding the US Army Corp of Engineers has received for Great Lakes improvements, the city is fortunate to be receiving these funds to correct a severely deteriorating pier.

**ACTION REQUESTED:**

Motion to approve the Right of Entry from the US Army Corp of Engineers and authorize the chairperson to sign related documents.

**ATTACHMENTS:**

- I. Right of Entry document

**CITY OF SHEBOYGAN**

**REQUEST FOR REDEVELOPMENT AUTHORITY CONSIDERATION**

**ITEM DESCRIPTION:** Discussion on appraisals received for the sale versus lease of RDA-owned property.

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

**REPORT DATE:** February 3, 2020

**MEETING DATE:** February 5, 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:**

At the direction of the Redevelopment Authority (RDA), city staff contracted with Moegenburg Research, Inc. to complete six appraisals on a variety of properties owned by the Authority. The parcels included:

Area	Type of Property	Investment by City	Funding Source	Parcel	Controlling Entity	Name	Property Address	Length	Initial Date	Lease End Date	Rent
Riverfront	Non-Waterfront	15,000	CDBG	109590	RDA	Red Rock Properties	615 S. 8th St. - 638 Riverfront Dr. - 708 Virginia Ave	85 Years	October, 1987	October, 2072	\$8,923 annual
Riverfront	Sheboygan River	\$15,000	CDBG	109510	RDA	Brisco County Wood Grill	539 Riverfront Drive	85 Years	October, 1987	October, 2072	\$4,987 per year
South Pier	Non-Waterfront	\$11,850	TIF	322022	RDA	Triple Play	802 Blue Harbor Drive	85 Years	July, 2005	July, 2090	\$6,280 per year - 5 year adjustment to 1/20th of the market value of said land area
South Pier	Sheboygan River	\$11,850	TIF	322021	RDA	LJM Architects/Three Shop	534-536-538 South Pier Drive	85 Years	April, 2005	April, 2090	\$3,656 per year - 5 year adjustment
South Pier	Sheboygan River			322029	RDA	Lho's Restaurant	422 SOUTH PIER DR	85 Years	November, 2009	November, 2094	\$2,803.00 per year - 5 year adjustment to 1/20th of the market value of said land area

At the meeting, RDA members will be provided copies of the appraisals received for these properties. At a future meeting, the results of the appraisals will be discussed after the members have time to receive them.

**STAFF COMMENTS:**

None.

**ACTION REQUESTED:**

None

**ATTACHMENTS:**

- I. None

