

**AGENDA FOR REGULAR COMMON COUNCIL MEETING
SUPERIOR, WISCONSIN
Tuesday October 20, 2009
6:30 p.m. - Government Center, Board Room 201**

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PROCLAMATIONS AND COMMENDATIONS

4. APPROVAL OF MINUTES October 6, 2009 - Regular Council meeting

5. PUBLIC HEARINGS

6. CONSENT AGENDA *The following items may be received and filed (r/f), referred, or approved as noted, by the Council utilizing a single vote. All licenses approved are contingent upon meeting City Code requirements. There will be no separate action on these items unless a Council member requests, and the Council approves. Communications are on file in the City Clerk's office, and may be viewed in their entirety during regular office hours.*

6.1 Department of Administration advising the Final Estimate of January 1, 2009 population for the City of Superior is 27,100.

6.2 All Checks register for the month of September 2009. *r/f*

6.3 Parks & Recreation Commission, October 1, 2009 meeting minutes. *r/f*

6.4 Planner Serck submitting the Development Agreement with C&C Holdings of Duluth LLC, aka AMI Consulting Engineers report. *r/f*

6.5 National Bank of Commerce requesting a 50% reduction in the lease obligation until a buyer is found for the former Boathouse Restaurant location. *Refer to Fin Cmt*

6.6 Robert Anderson request to rezone a vacant lot located at 6028 Tower Avenue from R1B, One Family Residential, to C2 Highway Commercial. *Refer to October Plan Cms*

6.7 **Finance Committee, October 8, 2009** *recommendations for approval*

2) Receive and File the Stormwater Credit information

3) Approved minor changes to the revised Sewage Credit Policy. Final draft to come back to Committee in November for approval.

4) Receive and file Internal Auditor Activity Summary

5) Receive and file Animal Shelter Building review.

6) Approve the All Checks Register for September 2009.

7) Receive and file the September 2009 Financial Statements.

6.8 Approve Miscellaneous licenses. *City Clerk Kalan*

7. BUSINESS BY DEPARTMENT HEADS

- 7.1 Approve request by Dave Evans, 3010 E. 8th Street, to sell City owned property adjacent to his, with a minimum bid of \$2,000. *Planner Serck*
- 7.2 City Policy requiring helmets for people under the age of 16, at City Operated hockey rinks. *Parks & Rec Morgan*
- 7.3 Increase the fine for dumping to \$1,000, and test for one year blocking off 42nd Street from just west of Albany Ave. to Badger Drive for April and May beginning in 2010. *Parks & Rec Morgan*

8. BUSINESS BY THE MAYOR

- 8.1 Appoint Jean Till to the Library Board for a three year term expiring October, 2012.

9. BUSINESS BY COUNCILORS

- 9.1 Councilor Mertzig is requesting the Council form a fact finding commission to investigate the pros and cons of a fire department operated ambulance service and suggesting the commission include individuals that can be regarded as unbiased and bipartisan in their acquisition of evidence.
- 9.2 **Tabled from the September 15, 2009, Regular Council meeting:** Finance Committee August 13, 2009, 3) recommendation to approve Kevin Peterson’s request for a sewage credit in the amount of \$262.88.

10. RESOLUTIONS

- 10.1 **R09- 12909** Resolution approving a Cooperation Agreement with the Redevelopment Authority of the City of Superior in connection with C&C Holdings of Duluth, LLC and AMI Consulting Engineers, P.A.
- 10.2 **R09-12910** Resolution introduced by the Community Development Division setting a public hearing for December 1, 2009, at 6:30 p.m. in the Government Center Board Room 201, for the 2010 Community Development Block Grant (CDBG) Action Plan.

11. ORDINANCES

12. BUSINESS BY PUBLIC

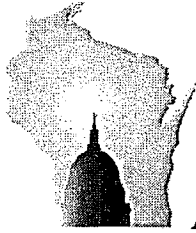
If you would like to speak before the Council, please sign your name on the sign-up sheet prior to the Council meeting. Due to requirements of the Wisconsin Open Meetings laws, only matters placed on this agenda may be approved by the Council at this meeting, however, citizens may address the Council regarding items which require no action. No personal attacks on individuals will be allowed, and all comments by members of the public shall be limited to three (3) minutes in length.

Citizens should contact the Mayor, a Councilor, or the City Clerk to have a matter placed on a future Council agenda for consideration.

Pursuant to the Americans with Disabilities Act of 1990, if you are in need of an accommodation to participate in the public meeting process, please contact the City Clerk’s Office at (715) 395-7200 prior to the scheduled meeting. The City will attempt to accommodate any request depending on the amount of notice received. TDD (715) 395-7521.

In compliance with Wisconsin Open Meetings Law, this agenda was:

Posted: Government Center, Court House, & Public Library,
Daily Telegram, Media & mailing list notified: October 15, 2009



WISCONSIN DEPARTMENT OF
ADMINISTRATION
Superior, Wisconsin

RECEIVED

OCT 13 2009

6.1
JIM DOYLE
GOVERNOR
MICHAEL L. MORGAN
SECRETARY

Division of Intergovernmental Relations
101 East Wilson Street, 10th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917 TTY (608) 267-9629

1618
TERRI KALAN
CLERK, CITY OF SUPERIOR
1316 N 14TH ST
SUPERIOR, WI 54880 -

October 10, 2009

FINAL ESTIMATE OF JANUARY 1, 2009 POPULATION

Dear Municipal Clerk:

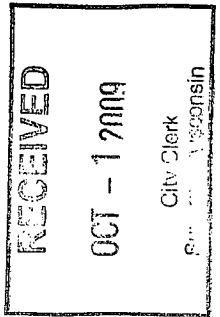
The final estimate of the January 1, 2009 population for the CITY OF SUPERIOR in DOUGLAS County is 27,100.

Approximately 21,544 of the estimated population for the CITY OF SUPERIOR are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2000 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.

6.2

PREPARED 10/01/2009, 10:18:53
PROGRAM: GM172L
City of Superior
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CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
914076	2888 PETER W. LUKE	09/01/2009	2,196.83		00	OUTSTANDING	
914077	2240 JOANN ROCHON	09/01/2009	1,013.41		00	OUTSTANDING	
914078	1918 SUPERIOR PUBLIC MUSEUMS	09/01/2009	13,208.00		00	OUTSTANDING	
914079	1636 FIRE DEPT.CREDIT UNION	09/04/2009	10,133.00		00	OUTSTANDING	
914080	2117 INTERNAL REVENUE SERVICE	09/04/2009	30.00		00	OUTSTANDING	
914081	1629 KOHN LAW FIRM	09/04/2009	256.03		00	OUTSTANDING	
914082	2004 MN CHILD SUPPORT PMT. CENTER	09/04/2009	1,374.40		00	OUTSTANDING	
914083	2018 RCB COLLECTIONS	09/04/2009	4.62		00	OUTSTANDING	
914084	1637 SUPERIOR MCPFL.EMP.CR.UN.	09/04/2009	39,950.16		00	OUTSTANDING	
914085	1607 UNITED WAY OF SUPERIOR-DC	09/04/2009	32.00		00	OUTSTANDING	
914086	1904 WI SCTF	09/04/2009	4,283.07		00	OUTSTANDING	
914087	1403 ACME TOOLS	09/04/2009	114.91		00	OUTSTANDING	
914088	3711 ALMETEK INDUSTRIES, INC	09/04/2009	649.00		00	OUTSTANDING	
914089	3256 ALWAYS AVAILABLE ROLL OFF SERV	09/04/2009	160.00		00	OUTSTANDING	
914090	63 AMERIPRIDE LINEN & APPAREL	09/04/2009	62.66		00	OUTSTANDING	
914091	76 ANDERSON LUBRICANTS INC	09/04/2009	371.10		00	OUTSTANDING	
914092	3691 ARROWHEAD CONCRETE WORKS INC	09/04/2009	1,876.00		00	OUTSTANDING	
914093	3043 AUTO VALUE SUPERIOR	09/04/2009	78.83		00	OUTSTANDING	
914094	146 BATTERIES PLUS	09/04/2009	24.95		00	OUTSTANDING	
914095	171 BERGSTROM ELECTRIC COMPANY	09/04/2009	400.00		00	OUTSTANDING	
914096	203 BROCK WHITE	09/04/2009	575.87		00	OUTSTANDING	
914097	3138 RICHARD CAMPBELL E	09/04/2009	1,097.55		00	OUTSTANDING	
914098	1875 CENTURYTEL	09/04/2009	331.64		00	OUTSTANDING	
914099	1893 CHARTER COMMUNICATIONS, INC	09/04/2009	64.99		00	OUTSTANDING	
914100	3103 CONCRETE SAWING SERVICE	09/04/2009	388.00		00	OUTSTANDING	
914101	366 DALCO	09/04/2009	830.79		00	OUTSTANDING	
914102	370 DAN'S FEED BIN	09/04/2009	6.39		00	OUTSTANDING	
914103	2728 DANIEL TRACY	09/04/2009	16.00		00	OUTSTANDING	
914104	2708 DENNY'S LAWN AND GARDEN	09/04/2009	11.65		00	OUTSTANDING	
914105	395 DEVINCK'S INC	09/04/2009	5.35		00	OUTSTANDING	
914106	397 DIAMOND DRILLING & SUPPLY CO.	09/04/2009	248.00		00	OUTSTANDING	
914107	415 DOUGLAS COUNTY ABSTRACT, INC	09/04/2009	75.00		00	OUTSTANDING	
914108	3341 DPC INDUSTRIES, INC	09/04/2009	2,203.50		00	OUTSTANDING	
914109	452 DSC COMMUNICATIONS	09/04/2009	133.95		00	OUTSTANDING	
914110	3421 ESLER, BRADLEY D	09/04/2009	25.00		00	OUTSTANDING	
914111	3498 EXCAVATION PLUS	09/04/2009	1,770.08		00	OUTSTANDING	
914112	3273 EXPRESS SERVICES INC	09/04/2009	1,004.63		00	OUTSTANDING	
914113	516 FABCO EQUIPMENT, INC	09/04/2009	57.90		00	OUTSTANDING	
914114	521 FASTENAL COMPANY	09/04/2009	309.97		00	OUTSTANDING	
914115	3666 FASTENAL COMPANY	09/04/2009	13.79		00	OUTSTANDING	
914116	2693 FERGUSON ENTERPRISES - 1674	09/04/2009	3.74		00	OUTSTANDING	
914117	3710 FIRST STRIKE TECHNOLOGIES, INC	09/04/2009	1,787.74		00	OUTSTANDING	
914118	2650 FRONTIER PRECISION, INC.	09/04/2009	175.25		00	OUTSTANDING	
914119	3225 G & K SERVICES	09/04/2009	125.58		00	OUTSTANDING	
914120	3511 GOIN POSTAL	09/04/2009	23.34		00	OUTSTANDING	
914121	603 GRAINGER	09/04/2009	224.79		00	OUTSTANDING	
914122	2798 GREAT LAKES PIPE SERVICE	09/04/2009	1,976.02		00	OUTSTANDING	
914123	1819 H & H HAUL & SALES	09/04/2009	84.00		00	OUTSTANDING	
914124	640 HAWKINS INC.	09/04/2009	1,071.00		00	OUTSTANDING	
914125	1876 HEALTH BILLING SYSTEM INC	09/04/2009	16.09		00	OUTSTANDING	
914126	651 HERMANTOWN HYDRAULICS, LLC	09/04/2009	907.60		00	OUTSTANDING	



PREPARED 10/01/2009,10:18:53
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 City of Superior
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ALL CHECKS REGISTER
 SELECTED BY CHECK DATE
 FROM: 09/01/2009 TO: 09/30/2009

PAGE 2
 ACCOUNTING PERIOD 10/2009
 REPORT NUMBER 52

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914127	668	HOVLAND CONCRETE MASONRY, INC	09/04/2009	9,248.74		00	OUTSTANDING	
914128	3025	HSBC BUSINESS SOLUTIONS	09/04/2009	129.99		00	OUTSTANDING	
914129	3708	INTAPOL INDUSTRIES, INC	09/04/2009	241.99		00	OUTSTANDING	
914130	2870	JACK RABBIT CLEANING	09/04/2009	881.25		00	OUTSTANDING	
914131	718	THE JAMAR COMPANY	09/04/2009	34.96		00	OUTSTANDING	
914132	2766	JOHNSON, BRUCE	09/04/2009	40.00		00	OUTSTANDING	
914133	2766	JOHNSTAD, NATHAN J	09/04/2009	48.00		00	OUTSTANDING	
914134	742	KAMAN INDUSTRIAL TECHNOLOGIES	09/04/2009	345.47		00	OUTSTANDING	
914135	2029	KELLY SERVICES, INC.	09/04/2009	4,849.83		00	OUTSTANDING	
914136	1876	KICKSTAND'S MOTOR SPORTS, INC	09/04/2009	17.09		00	OUTSTANDING	
914137	3677	KOZY KABINS LLC	09/04/2009	2,616.50		00	OUTSTANDING	
914138	1876	LAKE SUPERIOR COMMUNITY HEALTH	09/04/2009	33.38		00	OUTSTANDING	
914139	791	LAKEHEAD CLUTCH & BRAKE	09/04/2009	299.60		00	OUTSTANDING	
914140	790	LAKEHEAD KIMMES INC	09/04/2009	2,282.70		00	OUTSTANDING	
914141	1876	LAKEWALK SURGERY CENTER	09/04/2009	51.26		00	OUTSTANDING	
914142	2766	LAMBERT, DAVID	09/04/2009	40.00		00	OUTSTANDING	
914143	3709	LAND RESTORATION SERVICE	09/04/2009	8,255.00		00	OUTSTANDING	
914144	2850	LEANING PINE NATIVE LANDSCAPE	09/04/2009	50.00		00	OUTSTANDING	
914145	852	MACQUEEN EQUIPMENT, INC.	09/04/2009	1,379.97		00	OUTSTANDING	
914146	2133	ERIC MEITZNER	09/04/2009	59.00		00	OUTSTANDING	
914147	1970	MENARDS	09/04/2009	846.41		00	OUTSTANDING	
914148	900	MICHAUD DISTRIBUTING, INC	09/04/2009	18.00		00	OUTSTANDING	
914149	3534	MONARCH PAVING	09/04/2009	44,832.98		00	OUTSTANDING	
914150	2944	MUNICIPAL CODE CORPORATION	09/04/2009	4,000.00		00	OUTSTANDING	
914151	968	NAPA AUTO PARTS	09/04/2009	216.64		00	OUTSTANDING	
914152	971	NAT'L BANK OF COMMERCE	09/04/2009	52.82		00	OUTSTANDING	
914153	986	NEENAH FOUNDRY COMPANY	09/04/2009	10,917.94		00	OUTSTANDING	
914154	3264	NEXTEL PARTNER, INC'S OPERATIN	09/04/2009	358.16		00	OUTSTANDING	
914155	2880	NORTH SHORE ANALYTICAL	09/04/2009	420.00		00	OUTSTANDING	
914156	2177	NORTHLAND BILLING	09/04/2009	381.85		00	OUTSTANDING	
914157	3491	OTTO ENVIRONMENTAL SYSTEMS (NA	09/04/2009	17,960.32		00	OUTSTANDING	
914158	1097	PHIL'S GARAGE DOOR SERVICE	09/04/2009	1,288.30		00	OUTSTANDING	
914159	2677	POLK CITY DIRECTORIES	09/04/2009	1,675.00		00	OUTSTANDING	
914160	2316	POWERPLAN OIB	09/04/2009	302.96		00	OUTSTANDING	
914161	3536	PRAIRIE RESTORATIONS, INC	09/04/2009	1,115.14		00	OUTSTANDING	
914162	1118	PRAIXAIR DISTRIBUTION, INC.	09/04/2009	629.23		00	OUTSTANDING	
914163	1141	PVS TECHNOLOGIES, INC.	09/04/2009	21,755.73		00	OUTSTANDING	
914164	3174	SCHAMER'S WASTEWATER PRODUCTS,	09/04/2009	2,336.33		00	OUTSTANDING	
914165	1759	SERVICE ELECTRIC, INC.	09/04/2009	3,875.97		00	OUTSTANDING	
914166	1253	SHEL/DON REPRODUCTION CENTRE	09/04/2009	243.65		00	OUTSTANDING	
914167	1256	THE SHERWIN-WILLIAMS COMPANY	09/04/2009	97.92		00	OUTSTANDING	
914168	1292	ST. MARY'S HOSPITAL OF SUPERIOR	09/04/2009	210.00		00	OUTSTANDING	
914169	1293	STACK BROTHERS	09/04/2009	5,821.13		00	OUTSTANDING	
914170	3442	SUPERIOR BROADBAND	09/04/2009	1,200.00		00	OUTSTANDING	
914171	3012	SUPERIOR GLASS, INC	09/04/2009	457.39		00	OUTSTANDING	
914172	1958	SUPERIOR ICE ARENA	09/04/2009	145.36		00	OUTSTANDING	
914173	3353	SUPERIOR THUNDERWASH	09/04/2009	224.00		00	OUTSTANDING	
914174	1355	SUPERIOR WATER LIGHT & POWER	09/04/2009	5,029.91		00	OUTSTANDING	
914175	1357	SUPERIOR YOUTH ORGANIZATION	09/04/2009	129.00		00	OUTSTANDING	
914176	3685	SWEENEY MATERIALS, INC	09/04/2009	391.24		00	OUTSTANDING	
914177	1372	T.L.K. INDUSTRIES	09/04/2009	35.00		00	OUTSTANDING	

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914178	1383	TELEPHONE ASSOCIATES	09/04/2009	798.50		00	OUTSTANDING	
914179	1414	TOWN OF PARKLAND	09/04/2009	450.00		00	OUTSTANDING	
914180	1421	TRI-STATE BUSINESS SYSTEMS	09/04/2009	243.71		00	OUTSTANDING	
914181	1422	TRI-STATE INDUSTRIAL SUPPLY	09/04/2009	1,209.00		00	OUTSTANDING	
914182	1428	TROPHY WORLD	09/04/2009	29.85		00	OUTSTANDING	
914183	1445	UDEEN TRUCKING, INC	09/04/2009	1,550.15		00	OUTSTANDING	
914184	2915	UPS	09/04/2009	20.98		00	OUTSTANDING	
914185	1473	V & H INC.	09/04/2009	102.26		00	OUTSTANDING	
914186	1817	VERIZON WIRELESS	09/04/2009	49.21		00	OUTSTANDING	
914187	1486	VIKING INDUSTRIAL NORTH	09/04/2009	130.55		00	OUTSTANDING	
914188	1563	WISC PARK & REC ASSOC., INC	09/04/2009	3,013.75		00	OUTSTANDING	
914189	3705	WITC - NEW RICHMOND CAMPUS	09/04/2009	600.00		00	OUTSTANDING	
914190	2201	XEROX CORPORATION	09/04/2009	943.08		00	OUTSTANDING	
914191	1603	ZIEGLER, INC.	09/04/2009	474.70		00	OUTSTANDING	
914192	3362	AARDVARK SEPTIC PUMPING	09/11/2009	150.00		00	OUTSTANDING	
914193	3063	ACCURINT	09/11/2009	50.00		00	OUTSTANDING	
914194	1403	ACME TOOLS	09/11/2009	72.18		00	OUTSTANDING	
914195	63	AMERIPRIDE LINEN & APPAREL	09/11/2009	65.86		00	OUTSTANDING	
914196	76	ANDERSON LUBRICANTS INC	09/11/2009	1,200.10		00	OUTSTANDING	
914197	3691	ARROWHEAD CONCRETE WORKS INC	09/11/2009	1,087.00		00	OUTSTANDING	
914198	111	AT&T MOBILITY	09/11/2009	1,631.65		00	OUTSTANDING	
914199	3043	AUTO VALUE SUPERIOR	09/11/2009	203.97		00	OUTSTANDING	
914200	126	AVRES ASSOCIATES	09/11/2009	2,400.00		00	OUTSTANDING	
914201	133	THE BAKER & TAYLOR COMPANY	09/11/2009	1,713.57		00	OUTSTANDING	
914202	171	BERGSTROM ELECTRIC COMPANY	09/11/2009	5,061.50		00	OUTSTANDING	
914203	179	BID PETTY CASH FUND	09/11/2009	1,340.00		00	OUTSTANDING	
914204	2485	BOYER TRUCKS	09/11/2009	63.76		00	OUTSTANDING	
914205	3019	BURSKI, HARVEY	09/11/2009	1,032.00		00	OUTSTANDING	
914206	236	CAMPBELL'S	09/11/2009	23.20		00	OUTSTANDING	
914207	2271	CDM GOVERNMENT INC.	09/11/2009	59.04		00	OUTSTANDING	
914208	3681	CENTER POINT LARGE PRINT	09/11/2009	203.10		00	OUTSTANDING	
914209	1875	CENTURYTEL	09/11/2009	70.76		00	OUTSTANDING	
914210	298	CITY TREASURER - SUPERIOR	09/11/2009	538.82		00	OUTSTANDING	
914211	297	CITY TREASURER-PETTY CASH-TRVL	09/11/2009	7,966.01		00	OUTSTANDING	
914212	315	COMO LUBE & SUPPLIES, INC.	09/11/2009	2,919.75		00	OUTSTANDING	
914213	329	CONVEYOR BELT SERVICE, INC.	09/11/2009	736.00		00	OUTSTANDING	
914214	2708	DENNY'S LAWN AND GARDEN	09/11/2009	263.20		00	OUTSTANDING	
914215	397	DIAMOND DRILLING & SUPPLY CO.	09/11/2009	30.00		00	OUTSTANDING	
914216	323	DIGITAL SECURITY SYSTEMS	09/11/2009	42.50		00	OUTSTANDING	
914217	414	DOUGLAS CO. REGISTER OF DEEDS	09/11/2009	79.00		00	OUTSTANDING	
914218	423	DOUGLAS COUNTY SHERIFF'S DEPT.	09/11/2009	390.00		00	OUTSTANDING	
914219	452	DSC COMMUNICATIONS	09/11/2009	3,020.37		00	OUTSTANDING	
914220	438	DULUTH LAWN & SPORT	09/11/2009	106.75		00	OUTSTANDING	
914221	439	DULUTH NEWS-TRIBUNE	09/11/2009	190.00		00	OUTSTANDING	
914222	2656	DULUTH READY MIX, INC.	09/11/2009	1,647.00		00	OUTSTANDING	
914223	465	EAST END HARDWARE COMPANY	09/11/2009	203.79		00	OUTSTANDING	
914224	2268	EIKILL & SCHILLING	09/11/2009	112.00		00	OUTSTANDING	
914225	496	ENGWALLS FLOWERS OF SUPERIOR	09/11/2009	19.20		00	OUTSTANDING	
914226	521	FASTENAL COMPANY	09/11/2009	9.14		00	OUTSTANDING	
914227	522	FEDEX	09/11/2009	34.13		00	OUTSTANDING	
914228	2693	FERGUSON ENTERPRISES - 1674	09/11/2009	213.29		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
914229	525	FERRELLGAS	09/11/2009	120.53		00	OUTSTANDING	
914230	1819	FLAHERTY, DENNIS	09/11/2009	40.00		00	OUTSTANDING	
914231	557	FRYBERGER, BUCHANAN, SMITH AND	09/11/2009	8,158.73		00	OUTSTANDING	
914232	3225	G & K SERVICES	09/11/2009	123.04		00	OUTSTANDING	
914233	568	GARTNER REFRIGERATION COMPANY	09/11/2009	223.76		00	OUTSTANDING	
914234	2655	GLOBALSTAR USA	09/11/2009	55.09		00	OUTSTANDING	
914235	603	GRAINGER	09/11/2009	1,006.56		00	OUTSTANDING	
914236	610	GREAT LAKES ELECTRICAL CO.	09/11/2009	77.50		00	OUTSTANDING	
914237	2798	GREAT LAKES PIPE SERVICE	09/11/2009	5,690.56		00	OUTSTANDING	
914238	632	HALI-BRITE, INC.	09/11/2009	201.12		00	OUTSTANDING	
914239	3615	HARTEL'S/DBJ DISPOSAL COMPANIE	09/11/2009	31,433.44		00	OUTSTANDING	
914240	3025	HSBC BUSINESS SOLUTIONS	09/11/2009	749.97		00	OUTSTANDING	
914241	678	IKON OFFICE SOLUTIONS	09/11/2009	236.46		00	OUTSTANDING	
914242	3108	IKON FINANCIAL SERVICES	09/11/2009	261.00		00	OUTSTANDING	
914243	2870	JACK RABBIT CLEANING	09/11/2009	414.26		00	OUTSTANDING	
914244	718	THE JAMAR COMPANY	09/11/2009	29,246.16		00	OUTSTANDING	
914245	3671	JARRID'S R & L SEPTIC SERVICE	09/11/2009	340.00		00	OUTSTANDING	
914246	2703	JT & A, INC.	09/11/2009	57.50		00	OUTSTANDING	
914247	743	KAPCO	09/11/2009	91.08		00	OUTSTANDING	
914248	3540	KEEPRS, INC	09/11/2009	58.98		00	OUTSTANDING	
914249	3101	KING'S SUPPLY	09/11/2009	187.30		00	OUTSTANDING	
914250	791	LAKEHEAD CLUTCH & BRAKE	09/11/2009	787.20		00	OUTSTANDING	
914251	809	LARSON CHEVROLET, INC.	09/11/2009	13.38		00	OUTSTANDING	
914252	3592	LIBERTY TIRE RECYCLING MINNESO	09/11/2009	325.45		00	OUTSTANDING	
914253	2509	M & I BANK	09/11/2009	867.12		00	OUTSTANDING	
914254	854	MAG'S AUTO SERVICE	09/11/2009	953.37		00	OUTSTANDING	
914255	2196	MANPOWER	09/11/2009	943.13		00	OUTSTANDING	
914256	3598	MARK SIMMONDS	09/11/2009	57.75		00	OUTSTANDING	
914257	1970	MENARDS	09/11/2009	252.50		00	OUTSTANDING	
914258	1737	MIELKE ELECTRIC WORKS INC	09/11/2009	246.25		00	OUTSTANDING	
914259	935	MINNESOTA LIFE	09/11/2009	7,701.67		00	OUTSTANDING	
914260	3534	MONARCH PAVING	09/11/2009	58,534.27		00	OUTSTANDING	
914261	951	MARY MORGAN	09/11/2009	66.00		00	OUTSTANDING	
914262	968	NAPA AUTO PARTS	09/11/2009	286.13		00	OUTSTANDING	
914263	971	NAT'L BANK OF COMMERCE	09/11/2009	22.94		00	OUTSTANDING	
914264	991	NELSON'S SHOW N GO	09/11/2009	479.00		00	OUTSTANDING	
914265	992	NEMADJI GOLF COURSE	09/11/2009	2,980.38		00	OUTSTANDING	
914266	1002	NORTH CENTRAL LABORATORIES	09/11/2009	1,060.59		00	OUTSTANDING	
914267	1010	NORTHERN BUSINESS PRODUCTS	09/11/2009	1,660.71		00	OUTSTANDING	
914268	1025	NORTHERN WATERS LIBRARY	09/11/2009	684.10		00	OUTSTANDING	
914269	3417	POPULAR SUBSCRIPTION SERVICE	09/11/2009	21.79		00	OUTSTANDING	
914270	1115	POSTMASTER	09/11/2009	471.00		00	OUTSTANDING	
914271	2316	POWERPLAN OIB	09/11/2009	155.47		00	OUTSTANDING	
914272	1118	PRAXAIR DISTRIBUTION, INC.	09/11/2009	58.48		00	OUTSTANDING	
914273	3084	PROCOMM AMERICAS, LTD.	09/11/2009	200.48		00	OUTSTANDING	
914274	1144	QUILL CORPORATION	09/11/2009	254.26		00	OUTSTANDING	
914275	1158	RADIO SYSTEMS, INC.	09/11/2009	293.00		00	OUTSTANDING	
914276	3091	RUS CONSTRUCTION GROUP, LLC.	09/11/2009	15,020.00		00	OUTSTANDING	
914277	3445	SANCO SUPPLY, INC	09/11/2009	99.20		00	OUTSTANDING	
914278	1233	SCREEN GRAPHICS	09/11/2009	374.62		00	OUTSTANDING	
914279	1861	SEH	09/11/2009	5,623.00		00	OUTSTANDING	

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914280	1243 SELL HARDWARE, INC.	09/11/2009	1,168.20		00	OUTSTANDING	
914281	1759 SERVICE ELECTRIC, INC.	09/11/2009	7,532.74		00	OUTSTANDING	
914282	1245 SERVICEMASTER COMMERCIAL SERVI	09/11/2009	1,300.00		00	OUTSTANDING	
914283	1256 THE SHERWIN-WILLIAMS COMPANY	09/11/2009	232.79		00	OUTSTANDING	
914284	1291 ST. LUKES HOSPITAL	09/11/2009	736.80		00	OUTSTANDING	
914285	3689 STAPLES ADVANTAGE	09/11/2009	460.60		00	OUTSTANDING	
914286	1316 SUPER ONE	09/11/2009	47.12		00	OUTSTANDING	
914287	1342 SUPERIOR SAVINGS BANK	09/11/2009	271.50		00	OUTSTANDING	
914288	3353 SUPERIOR THUNDERWASH	09/11/2009	28.00		00	OUTSTANDING	
914289	1355 SUPERIOR WATER LIGHT & POWER	09/11/2009	706.20		00	OUTSTANDING	
914290	1355 SUPERIOR WATER LIGHT & POWER	09/11/2009	17,297.07		00	OUTSTANDING	
914291	2690 SWANSON & YOUNGDALE, INC.	09/11/2009	34,755.00		00	OUTSTANDING	
914292	1372 T. L. K. INDUSTRIES	09/11/2009	433.70		00	OUTSTANDING	
914293	1383 TELEPHONE ASSOCIATES	09/11/2009	1,546.74		00	OUTSTANDING	
914294	1386 KAYE TENERELLI	09/11/2009	1,904.00		00	OUTSTANDING	
914295	1394 THOMPSON RENTAL	09/11/2009	153.70		00	OUTSTANDING	
914296	1394 THOMPSON RENTAL	09/11/2009	139.23		00	OUTSTANDING	
914297	1421 TRI-STATE BUSINESS SYSTEMS	09/11/2009	517.55		00	OUTSTANDING	
914298	1422 TRI-STATE INDUSTRIAL SUPPLY	09/11/2009	725.53		00	OUTSTANDING	
914299	1431 TURBO-DIESEL INJECTION SERVICE	09/11/2009	1,349.30		00	OUTSTANDING	
914300	1435 TWIN PORTS FLYING SERVICE	09/11/2009	3,326.00		00	OUTSTANDING	
914301	1551 UNEMPLOYMENT INSURANCE	09/11/2009	3,868.76		00	OUTSTANDING	
914302	2555 US BANK	09/11/2009	215.63		00	OUTSTANDING	
914303	1485 VIKING ELECTRIC SUPPLY	09/11/2009	110.39		00	OUTSTANDING	
914304	1486 VIKING INDUSTRIAL NORTH	09/11/2009	64.80		00	OUTSTANDING	
914305	2601 VIRGIN MOBILE USA LLC	09/11/2009	15.00		00	OUTSTANDING	
914306	1541 WISC D.O.T.-T.V. & R.P. UNIT	09/11/2009	2,000.00		00	OUTSTANDING	
914307	2002 WISC DEPT OF JUSTICE	09/11/2009	98.00		00	OUTSTANDING	
914308	2201 XEROX CORPORATION	09/11/2009	539.18		00	OUTSTANDING	
914309	1600 ZENITH SPRING COMPANY	09/11/2009	123.97		00	OUTSTANDING	
914310	489 EMPLOYEE BENEFITS CORPORATION	09/11/2009	22,584.05		00	OUTSTANDING	
914311	668 HOVLAND CONCRETE MASONRY, INC	09/11/2009	55,304.34		00	OUTSTANDING	
914312	2240 JOANN ROCHON	09/15/2009	932.95		00	OUTSTANDING	
914313	3238 JEFFERY FELTON	09/15/2009	2,000.00		00	OUTSTANDING	
914314	3516 HEALTH RESEARCH INSTITUTE	09/17/2009	2,000.00		00	OUTSTANDING	
914315	1613 COUNTY AMER. FEDERATION OF ST.	09/18/2009	3,038.18		00	OUTSTANDING	
914316	1612 COUNTY AMER. FEDERATION OF ST.	09/18/2009	1,998.75		00	OUTSTANDING	
914317	1636 FIRE DEPT. CREDIT UNION	09/18/2009	10,133.00		00	OUTSTANDING	
914318	1615 FIRE FIGHTERS-LOCAL #74	09/18/2009	1,889.38		00	OUTSTANDING	
914319	1616 FIREMEN'S RELIEF ASSOC.	09/18/2009	110.00		00	OUTSTANDING	
914320	2717 INTERNAL REVENUE SERVICE	09/18/2009	30.00		00	OUTSTANDING	
914321	1629 KOHN LAW FIRM	09/18/2009	256.03		00	OUTSTANDING	
914322	2004 MN CHILD SUPPORT PMT. CENTER	09/18/2009	1,091.90		00	OUTSTANDING	
914323	2018 RCB COLLECTIONS	09/18/2009	4.62		00	OUTSTANDING	
914324	1637 SUPERIOR MCPL. EMP. CR. UN.	09/18/2009	40,096.66		00	OUTSTANDING	
914325	1607 UNITED WAY OF SUPERIOR-DC	09/18/2009	32.00		00	OUTSTANDING	
914326	1904 WI SCTF	09/18/2009	4,162.54		00	OUTSTANDING	
914327	1614 WISC PROF POLICE ASSOC.	09/18/2009	1,980.00		00	OUTSTANDING	
914328	3291 ADVANCED WEIGHING SYSTEMS, INC	09/18/2009	2,211.39		00	OUTSTANDING	
914329	2600 AFLAC	09/18/2009	2,201.60		00	OUTSTANDING	
914330	1638 AGENT-GROUP LIFE INSURANCE	09/18/2009	484.71		00	OUTSTANDING	

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 City of Superior
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ALL CHECKS REGISTER
 SELECTED BY CHECK DATE
 FROM: 09/01/2009 TO: 09/30/2009

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 ACCOUNTING PERIOD 10/2009
 REPORT NUMBER 52

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
914331	39	ALIGNMENT BRAKE CENTER	09/18/2009	69.99		00	OUTSTANDING	
914332	3256	ALWAYS AVAILABLE ROLL OFF SERV	09/18/2009	280.00		00	OUTSTANDING	
914333	63	AMERIPRIDE LINEN & APPAREL	09/18/2009	62.66		00	OUTSTANDING	
914334	3230	AMI CONSULTING ENGINEERS, P.A.	09/18/2009	4,927.00		00	OUTSTANDING	
914335	2797	ARING EQUIPMENT EXCHANGE	09/18/2009	85.43		00	OUTSTANDING	
914336	97	ARROWHEAD PRINTING INC	09/18/2009	40.00		00	OUTSTANDING	
914337	111	AT&T MOBILITY	09/18/2009	520.74		00	OUTSTANDING	
914338	800	AUDIO ADVENTURES, LLC	09/18/2009	42.00		00	OUTSTANDING	
914339	117	AUDIO EDITIONS	09/18/2009	54.15		00	OUTSTANDING	
914340	119	AUDIO VISUAL RESOURCES INC	09/18/2009	120.00		00	OUTSTANDING	
914341	3043	AUTO VALUE SUPERIOR	09/18/2009	824.52		00	OUTSTANDING	
914342	126	AYRES ASSOCIATES	09/18/2009	1,912.24		00	OUTSTANDING	
914343	133	THE BAKER & TAYLOR COMPANY	09/18/2009	981.18		00	OUTSTANDING	
914344	152	BEAR SHOE WORKS	09/18/2009	100.00		00	OUTSTANDING	
914345	171	BERGSTROM ELECTRIC COMPANY	09/18/2009	1,241.51		00	OUTSTANDING	
914346	236	CAMPBELL'S	09/18/2009	808.06		00	OUTSTANDING	
914347	2803	CARLSON TRACTOR & EQUIPMENT CO	09/18/2009	131.52		00	OUTSTANDING	
914348	2271	CDW GOVERNMENT INC.	09/18/2009	235.16		00	OUTSTANDING	
914349	3681	CENTER POINT LARGE PRINT	09/18/2009	71.88		00	OUTSTANDING	
914350	299	CITY TREASURER SELF INS. FD.	09/18/2009	21,500.14		00	OUTSTANDING	
914351	301	CITY TREASURER-SUPERIOR	09/18/2009	1,551.87		00	OUTSTANDING	
914352	3103	CONCRETE SAWING SERVICE	09/18/2009	1,496.14		00	OUTSTANDING	
914353	348	CSC CREDIT SERVICE, INC.	09/18/2009	100.22		00	OUTSTANDING	
914354	366	DALCO	09/18/2009	21.21		00	OUTSTANDING	
914355	1360	DEVELOPMENT ASSOCIATION	09/18/2009	17,331.96		00	OUTSTANDING	
914356	414	DOUGLAS CO. REGISTER OF DEEDS	09/18/2009	22.00		00	OUTSTANDING	
914357	452	DSC COMMUNICATIONS	09/18/2009	30,262.25		00	OUTSTANDING	
914358	439	DULUTH NEWS-TRIBUNE	09/18/2009	1,481.68		00	OUTSTANDING	
914359	3712	EMERGING POWER, INC	09/18/2009	365.16		00	OUTSTANDING	
914360	2634	ESS BROTHERS & SONS, INC	09/18/2009	2,625.00		00	OUTSTANDING	
914361	3273	EXPRESS SERVICES INC	09/18/2009	368.40		00	OUTSTANDING	
914362	516	FABCO EQUIPMENT, INC	09/18/2009	1,004.63		00	OUTSTANDING	
914363	1802	FLATEN, MICHAEL	09/18/2009	100.00		00	OUTSTANDING	
914364	3225	G & K SERVICES	09/18/2009	194.64		00	OUTSTANDING	
914365	3598	GENERIC OTC MEDS	09/18/2009	22.00		00	OUTSTANDING	
914366	3598	GENERIC OTC MEDS, LLC	09/18/2009	22.00		00	OUTSTANDING	
914367	603	GRAINGER	09/18/2009	381.82		00	OUTSTANDING	
914368	3716	GRANICUS, INC	09/18/2009	8,350.48		00	OUTSTANDING	
914369	610	GREAT LAKES ELECTRICAL CO.	09/18/2009	1.52		00	OUTSTANDING	
914370	2798	GREAT LAKES PIPE SERVICE	09/18/2009	1,478.79		00	OUTSTANDING	
914371	3649	GUARDIAN PEST CONTROL, INC	09/18/2009	45.00		00	OUTSTANDING	
914372	2769	HANNULA AND HALOM	09/18/2009	250.00		00	OUTSTANDING	
914373	3079	HART'S AUTO SUPPLY	09/18/2009	210.00		00	OUTSTANDING	
914374	706	INTERSTATE BATTERY	09/18/2009	13.64		00	OUTSTANDING	
914375	2870	JACK RABBIT CLEANING	09/18/2009	293.75		00	OUTSTANDING	
914376	2601	JANICE COX	09/18/2009	135.00		00	OUTSTANDING	
914377	2029	KELLY SERVICES, INC.	09/18/2009	4,842.70		00	OUTSTANDING	
914378	1833	KENNEDY SCALES INC.	09/18/2009	683.15		00	OUTSTANDING	
914379	3101	KING'S SUPPLY	09/18/2009	152.50		00	OUTSTANDING	
914380	3414	LAKESHORE ICE CO INC	09/18/2009	100.00		00	OUTSTANDING	
914381	807	LAPORTE'S GENERAL CONTRACTING	09/18/2009	662.50		00	OUTSTANDING	

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
914382	829 THE LIBRARY STORE	09/18/2009	87.78		00	OUTSTANDING	
914383	2196 MANPOWER	09/18/2009	943.13		00	OUTSTANDING	
914384	3713 MELLIN PROMOTIONAL ADVERTISING	09/18/2009	384.80		00	OUTSTANDING	
914385	1970 MENARDS	09/18/2009	243.39		00	OUTSTANDING	
914386	900 MICHAUD DISTRIBUTING, INC	09/18/2009	26.00		00	OUTSTANDING	
914387	2265 MICROMARKETING, LLC	09/18/2009	398.16		00	OUTSTANDING	
914388	3534 MONARCH PAVING	09/18/2009	65,715.56		00	OUTSTANDING	
914389	2944 MUNICIPAL CODE CORPORATION	09/18/2009	2,828.95		00	OUTSTANDING	
914390	971 NAT'L BANK OF COMMERCE	09/18/2009	62.10		00	OUTSTANDING	
914391	1010 NORTHERN BUSINESS PRODUCTS	09/18/2009	32.98		00	OUTSTANDING	
914392	1013 NORTHERN ENGINE & SUPPLY CO.	09/18/2009	189.67		00	OUTSTANDING	
914393	2735 NORTHERN SAFETY TECHNOLOGY	09/18/2009	149.19		00	OUTSTANDING	
914394	2381 NORTHERN STATES SUPPLY, INC.	09/18/2009	240.61		00	OUTSTANDING	
914395	3371 NORTHLAND CONSTRUCTORS OF DULU	09/18/2009	49,056.26		00	OUTSTANDING	
914396	1959 NORTHLAND FIRE AND SAFETY	09/18/2009	40.85		00	OUTSTANDING	
914397	1048 NOTT COMPANY	09/18/2009	155.10		00	OUTSTANDING	
914398	2587 PER MAR SECURITY SERVICES	09/18/2009	82.95		00	OUTSTANDING	
914399	1103 PITNEY BOWES, INC.	09/18/2009	207.00		00	OUTSTANDING	
914400	1117 POWER TRANSMISSION, INC.	09/18/2009	1,241.40		00	OUTSTANDING	
914401	2316 POWERPLAN OIB	09/18/2009	615.12		00	OUTSTANDING	
914402	1118 PRAXAIR DISTRIBUTION, INC.	09/18/2009	225.59		00	OUTSTANDING	
914403	1938 PROVANTAGE	09/18/2009	259.49		00	OUTSTANDING	
914404	1141 PVS TECHNOLOGIES, INC.	09/18/2009	7,495.29		00	OUTSTANDING	
914405	1162 RANGE PAPER	09/18/2009	92.43		00	OUTSTANDING	
914406	1167 RECORDED BOOKS	09/18/2009	49.04		00	OUTSTANDING	
914407	3338 RICOH AMERICAS CORPORATION	09/18/2009	2,014.13		00	OUTSTANDING	
914408	1867 RITHM KENWORTH	09/18/2009	103.00		00	OUTSTANDING	
914409	2841 RLS SERVICES	09/18/2009	2,023.32		00	OUTSTANDING	
914410	1187 RMA ENGINEERING COMPANY	09/18/2009	1,500.00		00	OUTSTANDING	
914411	3715 ROEN SALVAGE CO	09/18/2009	32,300.00		00	OUTSTANDING	
914412	3653 SAFE KIDS	09/18/2009	40.00		00	OUTSTANDING	
914413	1228 SCHOOL DISTRICT OF SUPERIOR	09/18/2009	2,437.18		00	OUTSTANDING	
914414	1241 SEELYE PLASTICS, INC	09/18/2009	25.00		00	OUTSTANDING	
914415	1759 SERVICE ELECTRIC, INC.	09/18/2009	2,268.87		00	OUTSTANDING	
914416	1256 THE SHERWIN-WILLIAMS COMPANY	09/18/2009	102.96		00	OUTSTANDING	
914417	2858 SHOWCASES	09/18/2009	52.97		00	OUTSTANDING	
914418	3689 STAPLES ADVANTAGE	09/18/2009	415.85		00	OUTSTANDING	
914419	1308 STREICHER'S	09/18/2009	541.88		00	OUTSTANDING	
914420	1329 SUPERIOR CHAMBER OF COMMERCE	09/18/2009	51,896.63		00	OUTSTANDING	
914421	3311 SUPERIOR FUEL COMPANY	09/18/2009	7,661.82		00	OUTSTANDING	
914422	1643 SUPERIOR TESTING LABORATORY	09/18/2009	12,086.14		00	OUTSTANDING	
914423	3353 SUPERIOR THUNDERWASH	09/18/2009	284.00		00	OUTSTANDING	
914424	1355 SUPERIOR WATER LIGHT & POWER	09/18/2009	38,001.09		00	OUTSTANDING	
914425	3685 SWEENEY MATERIALS, INC	09/18/2009	28.84		00	OUTSTANDING	
914426	3661 TAPCO	09/18/2009	83.39		00	OUTSTANDING	
914427	1383 TELEPHONE ASSOCIATES	09/18/2009	447.94		00	OUTSTANDING	
914428	1388 TERMINAL SUPPLY COMPANY	09/18/2009	753.15		00	OUTSTANDING	
914429	1408 TOURISM DEVELOPMENT FOUNDATION	09/18/2009	17,331.96		00	OUTSTANDING	
914430	1421 TRI-STATE BUSINESS SYSTEMS	09/18/2009	293.96		00	OUTSTANDING	
914431	1422 TRI-STATE INDUSTRIAL SUPPLY	09/18/2009	150.71		00	OUTSTANDING	
914432	1431 TURBO-DIESEL INJECTION SERVICE	09/18/2009	459.39		00	OUTSTANDING	

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
914433	3482	TWIN PORT MAILING	09/18/2009	64.15		00	OUTSTANDING	
914434	3423	USA MOBILITY WIRELESS, INC	09/18/2009	271.18		00	OUTSTANDING	
914435	3590	V & H AUTOMOTIVE	09/18/2009	34.00		00	OUTSTANDING	
914436	1473	V & H INC.	09/18/2009	355.93		00	OUTSTANDING	
914437	1817	VERIZON WIRELESS	09/18/2009	1,806.55		00	OUTSTANDING	
914438	1486	VIKING INDUSTRIAL NORTH	09/18/2009	140.46		00	OUTSTANDING	
914439	1964	WEST GROUP PAYMENT CENTER	09/18/2009	405.72		00	OUTSTANDING	
914440	1568	WISC TAXPAYERS ALLIANCE	09/18/2009	110.00		00	OUTSTANDING	
914441	3494	WISCONSIN MUNICIPAL CLERKS ASS	09/18/2009	30.00		00	OUTSTANDING	
914442	1934	ZIFKO TIRE & BATTERY	09/18/2009	4,899.48		00	OUTSTANDING	
914443	3514	ADVANTAGE LANDSCAPING SERVICE	09/25/2009	105.00		00	OUTSTANDING	
914444	3429	AMERICAN SOCIETY OF CIVIL ENGI	09/25/2009	225.00		00	OUTSTANDING	
914445	3230	AMI CONSULTING ENGINEERS, P.A.	09/25/2009	6,814.00		00	OUTSTANDING	
914446	3691	ARROWHEAD CONCRETE WORKS INC	09/25/2009	3,376.20		00	OUTSTANDING	
914447	111	AT&T MOBILITY	09/25/2009	70.52		00	OUTSTANDING	
914448	165	BENNA FORD SUPERIOR, LLC.	09/25/2009	42.46		00	OUTSTANDING	
914449	167	BENSON ELECTRIC COMPANY	09/25/2009	159.50		00	OUTSTANDING	
914450	171	BERGSTROM ELECTRIC COMPANY	09/25/2009	3,046.36		00	OUTSTANDING	
914451	2899	BOARDMAN, SUHR, CURRY & FIELD	09/25/2009	625.00		00	OUTSTANDING	
914452	203	BROCK WHITE	09/25/2009	101.74		00	OUTSTANDING	
914453	211	BUDGET TOWING	09/25/2009	90.00		00	OUTSTANDING	
914454	3696	CARLSON, RONALD T	09/25/2009	888.22		00	OUTSTANDING	
914455	257	CENTRAL SHEET METAL WORKS, INC.	09/25/2009	417.90		00	OUTSTANDING	
914456	1875	CENTURYTEL	09/25/2009	235.55		00	OUTSTANDING	
914457	1893	CHARTER COMMUNICATIONS, INC	09/25/2009	64.99		00	OUTSTANDING	
914458	2498	CHOICEPOINT SERVICES INC.	09/25/2009	378.00		00	OUTSTANDING	
914459	2942	CITON CORPORATION	09/25/2009	1,449.55		00	OUTSTANDING	
914460	3519	CLAREY'S SAFETY EQUIPMENT INC	09/25/2009	161.92		00	OUTSTANDING	
914461	3103	CONCRETE SAWING SERVICE	09/25/2009	476.00		00	OUTSTANDING	
914462	2972	CORNERSTONE SURVEYING AND MAPP	09/25/2009	10,000.00		00	OUTSTANDING	
914463	3116	CP TELECOM	09/25/2009	16.96		00	OUTSTANDING	
914464	1360	DEVELOPMENT ASSOCIATION	09/25/2009	1,318.00		00	OUTSTANDING	
914465	401	DIGGERS HOTLINE, INC	09/25/2009	315.56		00	OUTSTANDING	
914466	1819	DOUGLAS COUNTY LAND RECORDS	09/25/2009	30.00		00	OUTSTANDING	
914467	423	DOUGLAS COUNTY SHERIFF'S DEPT.	09/25/2009	110.22		00	OUTSTANDING	
914468	425	DOUGLAS COUNTY TREASURER	09/25/2009	1,450.80		00	OUTSTANDING	
914469	452	DSC COMMUNICATIONS	09/25/2009	62,156.73		00	OUTSTANDING	
914470	2958	DULUTH NEWS TRIBUNE-STAY SHARP	09/25/2009	205.40		00	OUTSTANDING	
914471	449	DULUTH TRANSIT AUTHORITY	09/25/2009	84,564.79		00	OUTSTANDING	
914472	459	DUNBAR'S INCORPORATED	09/25/2009	119.25		00	OUTSTANDING	
914473	465	EAST END HARDWARE COMPANY	09/25/2009	8.07		00	OUTSTANDING	
914474	3714	ENV PROPERTY SOLUTIONS	09/25/2009	6,180.84		00	OUTSTANDING	
914475	503	ERA LABORATORIES, INC.	09/25/2009	827.00		00	OUTSTANDING	
914476	505	ESC SYSTEMS	09/25/2009	75.00		00	OUTSTANDING	
914477	3273	EXPRESS SERVICES INC	09/25/2009	1,848.52		00	OUTSTANDING	
914478	529	FINSTAD APPRAISALS	09/25/2009	300.00		00	OUTSTANDING	
914479	557	FRYBERGER, BUCHANAN, SMITH AND	09/25/2009	6,526.32		00	OUTSTANDING	
914480	3225	G & K SERVICES	09/25/2009	58.29		00	OUTSTANDING	
914481	565	GALL'S INCORPORATED	09/25/2009	338.75		00	OUTSTANDING	
914482	2731	GOODWILL INDUSTRIES	09/25/2009	588.00		00	OUTSTANDING	
914483	603	GRAINGER	09/25/2009	419.97		00	OUTSTANDING	

ALL CHECKS REGISTER
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 FROM: 09/01/2009 TO: 09/30/2009

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 City of Superior
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914484	2798 GREAT LAKES PIPE SERVICE	09/25/2009	1,062.00	00	OUTSTANDING	
914485	3571 GREAT LAKES TESTING, INC.	09/25/2009	900.00	00	OUTSTANDING	
914486	3155 HEALTH PARTNERS	09/25/2009	35,040.52	00	OUTSTANDING	
914487	706 INTERSTATE BATTERY	09/25/2009	18.72	00	OUTSTANDING	
914488	718 THE JAMAR COMPANY	09/25/2009	1,776.40	00	OUTSTANDING	
914489	2029 KELLY SERVICES, INC.	09/25/2009	3,987.44	00	OUTSTANDING	
914490	772 KUSSNAUL ELECTRONICS COMPANY	09/25/2009	123.43	00	OUTSTANDING	
914491	3592 LIBERTY TIRE RECYCLING MINNESO	09/25/2009	591.10	00	OUTSTANDING	
914492	2196 MANPOWER	09/25/2009	1,666.19	00	OUTSTANDING	
914493	867 MARTIN'S FLAG COMPANY	09/25/2009	302.55	00	OUTSTANDING	
914494	1970 MENARDS	09/25/2009	608.80	00	OUTSTANDING	
914495	3505 MILESTONE MATERIALS	09/25/2009	262.92	00	OUTSTANDING	
914496	3718 MN GISLIS CONSORTIUM	09/25/2009	1,725.00	00	OUTSTANDING	
914497	3534 MONARCH PAVING	09/25/2009	21,276.58	00	OUTSTANDING	
914498	968 NAPA AUTO PARTS	09/25/2009	86.95	00	OUTSTANDING	
914499	971 NAT'L BANK OF COMMERCE	09/25/2009	166.85	00	OUTSTANDING	
914500	3371 NORTHLAND CONSTRUCTORS OF DULU	09/25/2009	386.12	00	OUTSTANDING	
914501	2587 PER MAR SECURITY SERVICES	09/25/2009	45.18	00	OUTSTANDING	
914502	1103 PITNEY BOWES, INC.	09/25/2009	175.08	00	OUTSTANDING	
914503	2585 PREMIER PYROTECHNICS, INC.	09/25/2009	7,500.00	00	OUTSTANDING	
914504	1144 QUILL CORPORATION	09/25/2009	46.66	00	OUTSTANDING	
914505	1881 SEH	09/25/2009	10,103.73	00	OUTSTANDING	
914506	1253 SHEL/DON REPRODUCTION CENTRE	09/25/2009	1,000.16	00	OUTSTANDING	
914507	1256 THE SHERWIN-WILLIAMS COMPANY	09/25/2009	55.25	00	OUTSTANDING	
914508	1263 SILVER-TONSBURG PRINTING CO.	09/25/2009	148.00	00	OUTSTANDING	
914509	1293 STACK BROTHERS	09/25/2009	70,414.00	00	OUTSTANDING	
914510	3689 STAPLES ADVANTAGE	09/25/2009	248.35	00	OUTSTANDING	
914511	1329 SUPERIOR CHAMBER OF COMMERCE	09/25/2009	75.00	00	OUTSTANDING	
914512	1348 SUPERIOR SHOOTERS SUPPLY	09/25/2009	77.38	00	OUTSTANDING	
914513	3353 SUPERIOR THUNDERWASH	09/25/2009	4.00	00	OUTSTANDING	
914514	1355 SUPERIOR WATER LIGHT & POWER	09/25/2009	733.44	00	OUTSTANDING	
914515	1383 TELEPHONE ASSOCIATES	09/25/2009	87.24	00	OUTSTANDING	
914516	1386 KAYE TENERELLI	09/25/2009	1,904.00	00	OUTSTANDING	
914517	2601 THE SPUD SHACK	09/25/2009	176.00	00	OUTSTANDING	
914518	1406 TOTAL TOOL SUPPLY INC	09/25/2009	28.79	00	OUTSTANDING	
914519	1412 TOWER PLUMBING & HEATING, INC.	09/25/2009	510.00	00	OUTSTANDING	
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914522	3482 TWIN PORT MALLING	09/25/2009	21.97	00	OUTSTANDING	
914523	1871 TWIN PORTS LAWN TRIM	09/25/2009	1,100.00	00	OUTSTANDING	
914524	1485 VIKING ELECTRIC SUPPLY	09/25/2009	103.44	00	OUTSTANDING	
914525	2350 WAL-MART COMMUNITY BRC	09/25/2009	643.86	00	OUTSTANDING	
914526	3674 WALT MOSS TRUCKING, INC	09/25/2009	5,333.63	00	OUTSTANDING	
914527	2567 WATEROUS COMPANY	09/25/2009	42.40	00	OUTSTANDING	
914528	1543 WISC DEPT OF TRANSPORTATION	09/25/2009	77,681.44	00	OUTSTANDING	
914529	1557 WISC EMPLOYMENT RELATIONS	09/25/2009	800.00	00	OUTSTANDING	

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NO. OF CHECKS: 454 CHECKS OUTSTANDING 1,578,313.74 ***

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City of Superior
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ALL CHECKS REGISTER
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FROM: 09/01/2009 TO: 09/30/2009

PAGE 10
ACCOUNTING PERIOD 10/2009
REPORT NUMBER 52

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1,578,313.74

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NO. OF CHECKS: 454
 OUTSTANDING CHECKS: 454
 1,578,313.74

RECONCILED CHECKS: .00
 TOTAL CHECKS 1,578,313.74 ***
 VOID CHECKS: .00

.00

PARKS AND RECREATION COMMISSION
October 1, 2009
Conference Room 204, Government Center

Members Present: Tom Bridge, Andrea Hammann, Chuck Hendry, Gerry Olson, Gene Rosburg, and Tom Wondolkowski

Absent: Betty Renko

Also Present: Mick MacKenzie, Mary Morgan, and Dan Olson

Chair Chuck Hendry called the meeting to order at 5:00 p.m.

Approval of Approval of August 5, 2009, minutes

MOTION by Gerry Olson, seconded by Tom Bridge, and carried to approve the Parks and Recreation Commission minutes of August 5, 2009.

1. Held in committee from 5-7-09: Request from Councilor Olson to consider a resolution requiring people under the age of 18 to wear protective headgear on City-operated hockey rinks. Members reviewed the information on helmet requirements presented at the May meeting, with some places requiring the usage of helmets and face masks and some strongly recommending it. Mary reviewed her discussion with Play It Again Sports and the City Attorney regarding the sale/usage of used helmets and, after review of construction and hygiene issues, the idea would not be recommended. Members could still go on record requiring helmets, and staff would be required to enforce the rule. Suggested recommendations were reviewed: (1) changing the language on Emergency Cards to include the language "The City of Superior strongly encourages the use of helmets on our hockey rinks," (2) changing the language on the Skating Rink Rules, (3) creating a new rule requiring that only sponge pucks be allowed on pleasure rinks, and (4) posting new signage at rinks. Councilor Olson is concerned with safety and doesn't recommend sponge pucks on the pleasure rinks, as they are swatted around with a hard hockey stick, which is dangerous. He also said he would be willing to change the age on his request to 16 (instead of 18). He reported that Play It Again Sports said they could sell helmets for \$40, with a voucher that could be made be available to children. Members agreed that the recommended rule regarding sponge pucks could be removed. Councilor Olson said he would get in contact with Play It Again Sports regarding the vouchers.

MOTION by Gerry Olson, seconded by Gene Rosburg, and carried to change recommendation number one to "The City of Superior *requires* the use of helmets on our hockey rinks for players 16 and under." MOTION by Gene Rosburg, seconded by Gerry Olson, and carried to amend the motion to read "people" instead of players.

2. Request from Councilor Bridge to review the following Wisconsin Point issues: (1) possibility of restricting access during certain hours and/or gating access, (2) review of vehicle curfew, enforcement, and fines for violation, and (3) review and recommendation for replacement of signage (due to vandalism). AND 3. Municipal Forest Access: Citizen dumping

during Spring Cleanup (similar problems at Wisconsin Point). Mary Morgan provided information regarding the cost of gating the properties or installing cameras. Installing gates at either property would be difficult, due to the need for manual opening/closing/locking. Electronic gates were suggested, but neither site has electricity, and establishing electricity would be cost prohibitive. Cameras are not a good idea, as they are expensive, even the fake ones need to look like they are attached to electricity, they need to be hidden (and there isn't a spot on Albany Avenue to attach a trail camera to without it being seen), and the trail cams require new batteries every 3-5 days.

Mary reported that Shelly Nelson's story in *The Superior Telegram* generated phone calls from people volunteering for cleanup at Wisconsin Point.

Assistant Police Chief LaGesse gave direction to his staff, via e-mail, regarding garbage, destruction of trees, and illegal dumping on Wisconsin Point. He requested that officers patrol The Point for car prowlers and illegal dumping and to evict and cite when appropriate. An ordinance was passed allowing for the ticketing of any parked vehicle found past lot 1 after curfew. He has asked for ticketing and documentation of the numbers. Councilor Bridge brought forward the curfew violation, making it easier for the police to cite people, which was passed at council. In addition, the fine, which was \$30 for a vehicle found past lot 1 (between 11:00 p.m. and 4:00 a.m.), was raised to \$125 (the \$30 fine had court costs added to it, which brought it up to \$150, and the \$125 is a parking ticket, which doesn't have any court costs associated with it, so it is about the same).

Mary Morgan gave recommendations for Wisconsin Point: (1) improve signage; (2) hire a youth group to clean The Point road, parking turnouts, and the beach once a month from May through September; and (3) go forward with any fee or fine increases suggested by the commission. Currently, the fine for littering is \$150, with court costs of \$176.50 (\$326.50). The fine for dumping is \$100, with court costs of \$163.50 (\$263.50). Members asked what the difference was between littering and dumping: littering is considered leaving paper trash and dumping is leaving a couch, dresser, construction debris, etc. Members thought the fine for dumping should be increased to deter it and suggested raising the fine to \$1,000.

Recommendations for the forest include: (1) improve signage, with fine increases if recommended; and (2) during April and May, close 42nd Street with concrete barricades from just west of Albany to Badger Drive for a period of eight weeks. Mary discussed this idea with the president of the Fish and Game League regarding the archery range parking lot, and he didn't think it would be a problem. The Fire Chief is a little uncomfortable with this idea, as he prefers to have two routes available to the residences in this area.

There have been internal discussions about dumping and littering being a code violation that, when found, will be inspected to look for names and addresses, with violators being cited.

Parks & Recreation Commission

Page 3

October 1, 2009, Meeting

MOTION by Tom Wondolkowski, seconded by Gene Rosburg, and carried to increase the fine for dumping to \$1,000.

MOTION by Gene Rosburg, seconded by Tom Bridge, and carried to test for one year the blocking off of 42nd Street from just west of Albany Avenue to Badger Drive for April and May beginning in 2010.

Tom Bridge discussed his goal to turn the Wisconsin Point area (and surrounding area owned by the university and Douglas County) into a state park. He said there has been interest shown by various entities, including the Development Association, showing support for this issue. It was suggested to look into presenting this idea at Superior Days.

MOTION by Gene Rosburg, seconded by Gerry Olson, and carried, meeting adjourned at 6:10 p.m.


The next Parks and Recreation Commission meeting is scheduled for January 7, 2010, 5:00 p.m., in Board Conference Room 204, Government Center.

Minutes submitted to the Council Meeting of October 20, 2009.

P&R Committee\Minutes\2009\10-01

MEMORANDUM

To: Mayor Ross and Members of the Common Council

From: Jason Serck, Planning Director 

Date: October 14, 2009

Re: Report to Council: Development Agreement with C & C Holdings of Duluth, LLC (AMI Consulting Engineers)

Attached is a development agreement pertaining to a proposed development of an office structure at the end of Connors Point, in the City's TIF #8 site. The office building is being proposed by C & C Holdings of Duluth, LLC, aka AMI Consulting Engineers. You may recall that this site was owned by Connors Point Marine (Sea Service). It has since been acquired by National Bank of Commerce.

C & C (AMI) is purchasing the property from NBC for the purpose of relocating their engineering consultant business from Duluth to Superior. AMI specializes in architectural structural design and forensics, marine structures including diving, inspections, and survey work, civil structures design, mechanical design and facility planning, and industrial structures design. The company is proposing to construct a 6,000+ square foot office structure and 2,000 square foot shop structure. Value of the project is around \$1,000,000. This project will bring 12 high paying jobs to Superior with the ultimate goal of 16 jobs in the future. The development agreement proposes investing \$100,000 into the project. These monies would fund infrastructure cost and will be paid upon completion of the project.

The Redevelopment Authority unanimously approved the development agreement on Wednesday, October 14, 2009.

Thanks for your time. As always, please feel free to call me with questions.

Draft: 10/07/09

DEVELOPMENT AGREEMENT

BY AND AMONG

**REDEVELOPMENT AUTHORITY OF THE CITY
OF SUPERIOR, WISCONSIN**

AND

C&C HOLDINGS OF DULUTH, LLC

AND

AMI CONSULTING ENGINEERS, P.A.

DATED AS OF _____, 2009

This document was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
(218) 722-0861

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DEVELOPMENT AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2009, among the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), C&C Holdings of Duluth, LLC, a Minnesota limited liability company ("C&C Holdings") and AMI Consulting Engineers, P.A., a Minnesota corporation ("AMI Consulting") (C&C Holdings and AMI Consulting are collectively referred to as the "Company").

RECITALS:

WHEREAS, the Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in Wisconsin Statutes, Section 66.431 (now Section 66.1333), adopted a Project Area Plan (the "Redevelopment Plan") and designated the boundaries of a Project Area (the "Project Area") generally located on Connors Point within the City; and

WHEREAS, pursuant to authority granted in Wisconsin Statutes, Section 66.46 (now Section 66.1105) the City created Tax Incremental District Number Eight (the "TID"), the boundaries of which are coterminous with the boundaries of the Project Area, and adopted a Tax Increment Project Plan (the "Plan") to finance certain costs to induce development within the TID; and

WHEREAS, the City and the Authority have entered into a cooperation agreement in order to achieve the objectives of the Redevelopment Plan and the Plan (collectively the "Plans") and to make land within the Project Area and the TID available for development by private enterprise for and in accordance with the uses specified in the Plans; and

WHEREAS, the City and the Authority have determined to provide assistance through the sale of land, site preparation, the construction of utilities and other actions, to encourage industrial development; and

WHEREAS, the Company has proposed a development, as hereinafter described, within the Project Area and the TID which the Authority has determined will promote and carry out the industrial development objectives of the City and provide additional employment opportunities within the City.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as follows:

Section 1. Definitions, Exhibits, Rules of Interpretation.

1.01 Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

"*Agreement*" means this Development Agreement by and between the Authority and the Company, as the same may be from time to time amended.

“*AMI Consulting*” means AMI Consulting Engineers, P.A., a Minnesota corporation, or its successors or permitted assigns under this Agreement.

“*Authority*” means the Redevelopment Authority of the City of Superior, Wisconsin.

“*C&C Holdings*” means C&C Holdings of Duluth, LLC, a Minnesota limited liability company, or its successors or permitted assigns under this Agreement.

“*Certificate of Completion*” means the certification, in the form of the Certificate attached as Exhibit B hereto, provided to the Company pursuant to Section 3.03 of this Agreement, upon satisfactory completion of the Private Improvements.

“*City*” means the City of Superior, Wisconsin.

“*Company*” means collectively, C&C Holdings and AMI Consulting.

“*Construction Plans*” means the construction plans on all construction work to be performed by the Company on the Development Property pursuant to this Agreement.

“*Development Property*” means the real property described in Exhibit A to this Agreement.

“*Private Improvements*” the construction of an approximately 6,450 square foot two-story office building and an approximately 2,000 square foot storage building by the Company upon the Development Property pursuant to this Agreement, to be used by the Company as such improvements are described in the Construction Plans.

“*Project*” means the Development Property as improved by the Private Improvements.

“*Real Estate Tax Agreement*” means the Real Estate Tax Agreement between the Company and the Authority in substantially the form set forth in Exhibit D hereto, as originally executed and thereafter as amended by the parties thereto.

“*Schedule*” means the schedules for the elements of the development contemplated by this Agreement, as set forth on Exhibit C.

“*Site Improvements*” means the public improvements to be undertaken by the Company on the Development Property including demolition of the existing structure, site preparation, soil correction and on-site utilities, as set forth in the Construction Plans and as described in Section 3.04 hereof.

“*TID*” means the Tax Incremental District Number Eight as created by the City.

“*Termination Date*” means the earlier of the following: (i) the date on which the TID grant has been repaid to the Authority pursuant to Section 5.02 or Section 7.02, or (ii) December 31, 2020.

“*Transfer*” has the meaning given in Section 5.04A. of the this Agreement.

“*Unavoidable Delays*” means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local government (other than the City) which directly results in delays.

1.02 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A	Legal Description of Development Property
Exhibit B	Form of Certificate of Completion
Exhibit C	Schedule
Exhibit D	Real Estate Tax Agreement
Exhibit E	Sources and Uses of Funds for Project

1.03 Rules of Interpretation.

A. This Agreement and the other agreements executed by the parties in connection with the Development Property shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

B. The words herein and hereof and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

C. References herein to a particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

D. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

E. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions, and to this end the provision of this Agreement are declared to be severable.

Section 2. Representations and Warranties.

2.01 Representations and Warranties by the Authority. The Authority represents and warrants that:

A. The Authority is a public body, corporate and politic, organized under the laws of Wisconsin.

B. The Authority has the power to enter into this Agreement and carry out its obligations hereunder pursuant to the powers granted to it by the Wisconsin Constitution and State law.

2.02 Representations and Warranties by the Company. The Company represents and warrants that:

A. C&C Holdings is a limited liability company duly organized and in good standing under the laws of the State of Minnesota or the laws of the State of Minnesota, is not in violation of any provisions of its Articles of Organization, its Bylaws and/or Member Control Agreement, or the laws of the State of Minnesota, is duly qualified to do business in the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper company action.

B. AMI Consulting is a corporation duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its Articles of Incorporation, its Bylaws or the laws of the State of Minnesota, is duly qualified to do business in the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper company action.

C. In the event the Development Property is conveyed to C&C Holdings and C&C Holdings obtains financing for the Project, then C&C Holdings will construct, operate and maintain the Private Improvements upon the Development Property in accordance with the terms of this Agreement.

D. C&C Holdings will use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of applicable local, state and federal laws and regulations which must be obtained or met before the Private Improvements may be lawfully constructed.

E. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of the Company, or any

indebtedness, agreement or instrument of whatever nature to which the Company, is now a party or by which it is bound, or will constitute a default under any of the foregoing.

F. The Company expects that the estimated market value for real property tax purposes for the Development Property upon completion of the Private Improvements will be \$750,000.

G. The Company agrees to operate and maintain the Project through the Termination Date.

Section 3. Construction of Private Improvements and Site Improvements; Payment of Costs.

3.01 Construction Plans. Prior to initiating construction of the Project, the Company shall submit to the Executive Director of the Authority the plans for the Project. Such plans shall include the following: (a) site plans; (b) floor plans; and (c) elevations. Such plans shall provide for two buildings of not less than 6,450 square feet and 2,000 square feet, respectively. The Company agrees that it will construct the Private Improvements on the Development Property in conformance with the Construction Plans. The Company agrees that the scope and scale of the Private Improvements to be constructed shall not be significantly less than the scope and scale of the Private Improvements as detailed and outlined in the Construction Plans. If the Company desires to make any material change in the Construction Plans, the Company shall submit the proposed change to the Authority for its approval. If the Construction Plans, as modified by the proposed change do not constitute a material modification to the scope, size or cost of the Project, the Authority shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the Authority unless rejected in writing within ten (10) days by the Authority with a statement of the Authority's reasons for such rejection.

3.02 Conditions Precedent; Commencement and Completion of Construction.

A. The Company's obligation to construct the Project shall be subject to satisfaction of the following conditions precedent;

(i) The Company shall have entered into a purchase agreement for the Development Property; and

(ii) The Company shall have secured satisfactory financing for the Project, specifically for the construction of the Project.

The Authority and the Company agree that if by April 15, 2010, the conditions precedent provided hereinabove are not satisfied or waived, this Agreement shall terminate and neither party shall have any obligations hereunder.

B. Subject to Unavoidable Delays and satisfaction of the conditions precedent in paragraph A above, the Company shall commence construction on the Private Improvements by

April 15, 2010, or on such other date as the parties shall mutually agree in writing. Subject to Unavoidable Delays, the Company shall have substantially completed the construction of the Private Improvements prior to December 31, 2010.

C. All work with respect to the Private Improvements to be constructed or provided by the Company on the Development Property shall be in conformity with the Construction Plans.

D. The Company agrees for itself and every successor in interest to the Development Property, or any part thereof, that the Company, and such successors and assigns, shall promptly begin and diligently prosecute to completion construction of the Private Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section of the Agreement.

3.03 Certificate of Completion. Promptly after completion of the Private Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Company with a Certificate of Completion, in substantially the form set forth in Exhibit B attached hereto. The Certificate of Completion for the Private Improvements shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Company to construct the Private Improvements.

3.04 Site Improvements.

A. The Company shall undertake construction of the Site Improvements. The Site Improvements shall consist of the demolition of an existing structure, site preparation, soil correction, and on-site utilities, including excavation and filling, and engineering plans, soil tests and related costs in preparing for such work, as provided for pursuant to the Redevelopment Plan and the TID Plan. The cost of the Site Improvements in an amount not to exceed \$100,000 shall be paid by the Authority to the Company at the times and upon receipt of the documents required hereunder and in Section 4.01 hereof. The Company shall pay any Site Improvement costs in excess of such amount. The Company shall provide the Authority with copies of the paid invoices evidencing the Company's actual expenditures in undertaking the Site Improvements.

B. The Company represents that it has or will let bids for contracts for the construction of the Site Improvements in compliance with the statutory bidding procedures applicable to the Authority as set forth in Wisconsin Statutes Section 66.1333(5)(a)(2). The Company shall provide the Authority with (i) a copy of an affidavit of publication for the notice required by such statute; (ii) a bid tabulation summary; and (iii) a copy of each contract awarded for work on the Site Improvements to be paid by the Authority's funds.

C. Upon expenditures of the amount described in Subparagraph A above, the Authority's obligation and responsibilities with respect to the Site Improvements shall terminate. The Authority shall have no liability to the Company or a third party resulting from any defect in the construction of the Site Improvements or the completion of the Site Improvements if the

amount described in Subparagraph A above is insufficient therefor. The Company shall maintain the Site Improvements after completion of construction. The Company agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agent, from any and all claims or causes of action resulting from any alleged defect in the design or construction of the Site Improvements.

Section 4 Payment for Site Improvements; Real Estate Tax Agreement.

4.01 Payment for Site Improvements.

A. The Authority shall pay the Company for expenses incurred for the Site Improvements up to the aggregate amount of \$100,000, payable as follows:

B. \$100,000 from the tax increment [or from bonds, notes or loans which will be repaid from tax increment] from the TID, upon the issuance by the Authority of the Certificate of Completion for the Private Improvements, subject to the execution and recording of the Real Estate Tax Agreement as provided for in Section 4.02 herein.

4.02 Real Estate Tax Agreement. Prior to the issuance of the Certificate of Completion for the Private Improvements, the Company and the Authority shall enter into the Real Estate Tax Agreement. The purpose of such agreement is to insure that the tax increment generated each year from the Development Property, together with payments from the Company under such Real Estate Tax Agreement, provides the City at least \$15,000 per year through the Termination Date. The Real Estate Tax Agreement shall be in recordable form and shall be promptly recorded following execution. The Company shall pay all costs for such recording.

Section 5. Insurance; Transfer; Indemnification.

5.01 Insurance.

A. The Company will provide and maintain at all times during the process of construction of the Private Improvements an "All Risk Broad Form Basis" insurance policy and from time to time during that period at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the insurable value of the Private Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the Authority shall be protected in accordance with a clause in form and content satisfactory to the Authority; and

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Protective Liability Policy with limits

against injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits an umbrella excess liability policy may be used). The Authority shall be listed as an additional insured on the policy.

B. Upon completion of construction of the Private Improvements and prior to the Termination Date, the Company shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority, shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Private Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses;

(ii) Comprehensive general public liability insurance including personal injury liability (with employee exclusion deleted) against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000;

(iii) Such other insurance including workers' compensation insurance respecting all employees of the Company in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

C. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by the Company which are authorized under the laws of the State of Wisconsin to assume the risks covered thereby. Upon request, the Company will deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Company and the Authority at least 10 days before the cancellation or modification becomes effective. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Company shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Private Improvements.

D. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required hereby, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the Authority. All policies evidencing insurance required by this subparagraph with respect to the Private Improvements shall be carried in the names of the Company, the Authority and the holder of any Mortgage, as their respective interests may appear.

E. The Company and the Authority agree that all of the insurance provisions set forth in this Section shall terminate as of the Termination Date.

5.02 Reconstruction; Repayment of Grant.

A. A. The Company agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to or destruction of the Private Improvements or any portion thereof resulting in fire or other casualty. In such event, (i) the Company will forthwith repair, reconstruct and restore the Private Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage, and to the extent necessary to accomplish such repair, reconstruction and restoration, the Company will apply the net proceeds received by the Company to the payment or reimbursement of the cost thereof; or (ii) repay the grant as provided in paragraph B below. If the Company so elects, the Company shall complete the repair, reconstruction and restoration of the Private Improvements whether or not the net proceeds received by the Company for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, reconstruction and restoration shall be the property of the Company. Notwithstanding anything to the contrary contained in this Article, the rights of the City with respect to the receipt and application of any proceeds of insurance shall in all respects be subject and subordinate to the rights of any lender under a mortgage on the Development Property.

B. In the event the Company elects not to rebuild the Private Improvements as required in Section 5.02A(i) above, the Company shall, upon notice of its intent not to rebuild, pay to the City the grant in the amount of \$100,000 if the damage occurs prior to December 31, 2013; \$60,000 if the damage occurs between January 1, 2014 and December 31, 2016; and \$40,000 if the damage occurs between January 1, 2017 and December 31, 2019; and no payment is required if the damage occurs on or after January 1, 2020.

5.03 Representation as to Development. The Company represents and agrees that its undertakings with respect to the Development Property pursuant to the Agreement are and will be used for the purpose of development of the Development Property and not for speculation in land holding.

5.04 Prohibitions Against Transfer of Development Property and Assignment of Agreement. The Company represents and agrees that :

A. Except only by way of security for the purposes of obtaining financing necessary to enable the Company or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Private Improvements under this Agreement, and any other purpose authorized by the Agreement, the Company (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), to any person or entity, whether or not related in any way to the Company, without the prior written approval of the Authority; provided that if the Company remains liable and bound by this Development Agreement, the Authority's approval is not

required. Any such Transfer shall be subject to the provisions of this Agreement; provided, however, the Authority will, at the request of a first mortgage lender, subordinate the Company's obligations under Section 6 hereof pursuant to a subordination agreement reasonably acceptable to the Authority and such lender.

B. In the event the Company upon a Transfer seeks to be released from and seeks to assign its rights and obligations under this Agreement as to the portions of the Development Property that are transferred or assigned, the Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval or release that:

(i) Any proposed transferee shall have the qualifications, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Company. The criteria to be considered by the Authority in determining the qualifications for any proposed transferee shall be such transferee's ability to complete construction of the Private Improvements, to operate and maintain the Project, and maintain the jobs required in Section 6.

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority in form recordable among the land records, shall, for itself and its successors and assigns, expressly assume all of the obligations of the Company under this Agreement as to the portion of the Development Property subject to the Transfer and agree to be subject to all the conditions and restrictions to which the Company is subject as to such portion; unless the Company agrees to continue to fulfill those obligations, in which case the provisions of Section 5.04A. shall not apply.

(iii) There shall be submitted to the Authority for review and prior written approval all instruments and other legal documents involved in effecting the Transfer of any interest in this Agreement or the Development Property.

(iv) In the absence of a specific written agreement by the Authority to the contrary, no such Transfer or approval by the Authority thereof shall be deemed to relieve the Company or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Private Improvements or from any of its obligations with respect thereto.

C. In the event the foregoing conditions are satisfied, then the Company shall be released from its obligations under this Agreement as to the portion of the Development Property subject to the Transfer.

5.05 Release and Indemnification Covenants.

A. The Company releases from and covenants and agrees that the Authority and the City and their governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "indemnified parties") shall not be liable for and agrees to

indemnify and hold harmless the indemnified parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project.

B. Except for any willful misrepresentation or any willful or wanton misconduct of the indemnified parties, the Company agrees to protect and defend the indemnified parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, provided that this indemnification shall not apply to the warranties made or obligations undertaken by the Authority in this Agreement.

C. The Authority and the indemnified parties shall not be liable for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Development Property or Private Improvements due to any act of negligence of any person; provided, that nothing contained herein shall be interpreted to alter the liability of the Authority or indemnified parties for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Development Property or the Private Improvements caused by any act of negligence of the Authority or the indemnified parties.

Section 6. Job Creation.

The Company will endeavor to have sixteen full-time equivalent jobs on the Development Property within three years of commencement of its operation of the Project. Within three years after the date of this Agreement and thereafter throughout the term of this Agreement, the Company shall have twelve full-time employees on the Development Property and shall cause the average wages, inclusive of any bonus, for all its employees on the Development Property to be not less than \$30.00 per hour, inclusive of health and other benefit costs (the "Job and Wage Standard"). The Company shall, annually on January 10th of each year commencing January 1, 2013, evidence satisfaction of this requirement for the Company's prior fiscal year by submitting to the Authority a written report in form reasonably satisfactory to the Authority showing that the Company has created and retained the jobs and attained the wage levels specified in this Section for the Job and Wage Standard.

Section 7. Events of Default.

7.01 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Failure by the Company to commence and complete construction of the Private Improvements pursuant to the terms, conditions and limitations of Section 3.

B. Failure by the Company to timely pay the real estate taxes on the Project or to pay any amounts due under the Real Estate Tax Agreement.

C. Failure by the Company to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

7.02 Remedies on Default. Whenever any Event of Default referred to in Section 7.01 of this Agreement occurs, the Authority, as specified below, may take any one or more of the following actions after provision of thirty (30) days' written notice by the Authority to the Company of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the Company does not provide assurances to the Authority reasonably satisfactory to the Authority that the Event of Default will be cured as soon as reasonably possible:

A. The Authority may suspend its performance under the Agreement until it receives assurances from the Company, deemed adequate by the Authority, that the Company will cure its default and continue its performance under the Agreement.

B. The Authority may withhold the Certificate(s) of Completion.

C. The Authority may require repayment of the TID grant as if the Project were damaged as set forth in Section 5.02.

D. The Authority may take whatever action, including legal or administrative action, which may appear necessary or desirable to the Authority to collect any payments due under this Agreement, or to enforce performance and observance of any obligations agreement, or covenant of the Company under this Agreement.

7.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.04 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the

Company agrees that it shall, on demand therefore, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority; provided that if a lawsuit or other civil actions is instituted between the parties, the party which does not prevail shall pay to the prevailing party the reasonable fees of attorneys and other expenses so incurred by the prevailing party and if the Authority is not the prevailing party in such a lawsuit or action the Authority shall have no claim under this Section.

Section 8. Additional Provisions.

8.01 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

A. In the case of AMI Consulting, is addressed or delivered personally to:

AMI Consulting Engineers, P.A.
c/o Kanuit & Bray, Ltd.
5155 Miller Trunk Highway
Hermantown, MN 55811

B. In the case of C&C Holdings, is addressed or delivered personally to:

C & C Holdings of Duluth, LLC
c/o Kanuit & Bray, Ltd.
5155 Miller Trunk Highway
Hermantown, MN 55811

C. In the case of the Authority, is addressed to or delivered personally to the:

Redevelopment Authority of the City of Superior
1316 North 14th Street
Superior, Wisconsin 54880
Attention: Executive Director

at such other addresses as either party may, from time to time, designate in writing and forward to the other as provided in this Section.

8.02 Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

8.03 Amendments. Neither this Agreement, nor any other document to which the Company and the Authority are a party, relating to the development contemplated by this Agreement, may be effectively amended, changed, modified, altered or terminated, except upon the written agreement of the Authority and the Company.

EXHIBIT A

DEVELOPMENT PROPERTY LEGAL DESCRIPTION

Those parts of Lots 15 and 16 of the Plat of Connors Point and more particularly described as follows:

Commencing at the intersection of the line common to Lots 11 and 12 in the Plat of Connors Point and the centerline of Main Street as Platted, thence North 51 degrees 53 minutes 42 seconds East 588.65 feet along the line common to Lots 11 and 12 to a point on the harbor line of the Bay of Superior; thence North 52 degrees 53 minutes 27 seconds West along said harbor line 1263.38 feet to the POINT OF BEGINNING, said point being 100.00 feet Southeasterly of the line common to Lots 15 and 16 when measured at right angles; thence continuing North 52 degrees 53 minutes 27 seconds West along said harbor line 427.49 feet; thence South 51 degrees 53 minutes 42 seconds West 221.11 feet to a point on the northeasterly line of the property formerly owned by the Duluth Superior Bridge Company; thence South 34 degrees 02 minutes 50 seconds East 217.20 feet to the intersection of said Northeasterly property line with a line parallel to and 25 feet Northeasterly of the existing center line of Main Street as laid out and traveled on November 1, 2004; thence South 49 degrees 45 minutes 13 seconds East along said Northeasterly right-of-way line 200.81 feet; thence North 51 degrees 53 minutes 42 seconds East on a line parallel with and 100 feet Southeasterly of the line common to Lots 15 and 16, a distance of 305.03 feet to the POINT OF BEGINNING and there terminating.

Including all riparian and other water rights appurtenant to the above described land.

Total area of description contains 114,640 square feet or 2.63 acres, more or less.

Subject to easements or restrictions of record.

EXHIBIT B

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, by a Development Agreement (the "Agreement") dated as of _____, 2009, entered into by and among the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), AMI Consulting Engineers, P.A. and C&C Holdings of Duluth, LLC (collectively, the "Company"), the Company has developed the real property (the "Site") described on the attached Exhibit A, by construction or causing to be constructed, the improvements thereon according to the terms and conditions of the Agreement;

WHEREAS, said Development Agreement incorporated and contained certain covenants and restrictions with regard to the completion of the Private Improvements, as defined therein;

WHEREAS, the Company has, to the present date, performed such covenants and conditions insofar as it is able in a manner deemed sufficient by the Authority to permit the execution and recording of this Certificate;

WHEREAS, the issuance by the Authority of the Certificate of Completion for the Private Improvements shall be conclusive evidence that the Company has complied with the terms of the Agreement pertaining to construction of the Private Improvements;

WHEREAS, the Company has requested that the Authority furnish the Company with the Certificate of Completion for the Private Improvements; and

WHEREAS, the Authority has conclusively determined that the work of construction of the Private Improvements on the Site as required by the Agreement has been satisfactorily completed.

NOW, THEREFORE, be it resolved:

1. As provided in the Agreement, the Authority does hereby certify that construction of the Private Improvements on the Site have been fully and satisfactorily performed and completed, and that such construction work is in full compliance with the terms, provisions and conditions established in the Agreement.

2. All rights duties, obligations, and liabilities of the Authority and the Company under the Development Agreement regarding initial construction of the Private Improvements shall cease to exist. Any continuing and existing rights, duties, obligations and liabilities provided in the Agreement shall continue to remain in force and effect.

3. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Company to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the work of construction and development of the

improvements on the Site, or any part thereof. This Certificate of Completion is not a notice of completion as referenced in Wisconsin Statutes.

IN WITNESS WHEREOF, the Authority has executed this Certificate of Completion as of this _____ day of _____, 20____.

REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN

By _____
Chair

By _____
Executive Director

ACCEPTED BY:

AMI CONSULTING ENGINEERS, P.A.

By _____
Its _____

C&C HOLDINGS OF DULUTH, LLC

By _____
Its _____

EXHIBIT C

SCHEDULE

Agreement Reference	Activity Required	Date
Section 3.01	Construction Plan Approved	December 31, 2009
Section 3.02	Company commences construction of Private Improvements	April 15, 2010
Section 3.02	Completion of Private Improvements	December 31, 2010
Section 3.03	Authority signs Certificate of Completion for Private Improvements	December 31, 2010
Section 4.02	Company signs and records Real Estate Tax Agreement	December 31, 2010

EXHIBIT D

REAL ESTATE TAX AGREEMENT

This Agreement, made and entered into as of this _____ day of _____, 200____, between the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), C&C Holdings of Duluth, LLC, a Minnesota limited liability company (the "Company").

WHEREAS, the parties have entered into a Development Agreement, dated as of _____, 2009, regarding the development of certain real property located in Tax Incremental District Number Eight (the "TID") in the City of Superior, Wisconsin (the "City"), legally described in Exhibit A hereto (the "Development Property"); and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will construct two buildings of approximately 6,450 square feet and 2,000 square feet, respectively, described as the Private Improvements in such Development Agreement (the Development Property and the Private Improvements are herein referred to as the "Project"); and

WHEREAS, the Development Agreement requires the Authority to prepare, or pay for, site improvements to the Development Property as more fully described in the Development Agreement to enable the Company to construct the Private Improvements; and

WHEREAS, in order to provide the Authority with the funds necessary to pay for such development costs, the Authority has agreed to borrow money, which obligations will be paid for primarily with tax increment generated from the Project within the TID; and

WHEREAS, the Authority is unwilling to undertake said transaction unless the Company guarantees its payment of the real property taxes on the Project, and certain other payments as set forth in the Development Agreement and in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein and in the Development Agreement, and other good and valuable considerations between the parties hereto, the Company agrees as follows:

1. On January 1, 2011, and each year thereafter during the entire term of this Agreement, the minimum equalized value of the Project shall be \$750,000 (the "Minimum Value") and the minimum real estate tax on the Project for the year 2012 and each year thereafter shall be \$15,000 (the "Minimum Tax").

2. The Authority may present this Agreement to the real estate tax officials responsible for establishing the equalized value on the Project and such tax officials consider this Agreement in establishing the equalized value for the Project.

3. If the real estate tax officials charged with establishing the equalized value of the Project establishes an equalized value less than the Minimum Value or if the real estate tax on

the Project is less than the Minimum Tax, then the Company agrees to pay, on demand in each year during the term of this Agreement commencing in 2012, an amount equal to the greater of (i) the difference between the real estate tax on the Project and the amount which would have been the real estate tax on the Project had the equalized value of the Project been equal to the Minimum Value, or (ii) the difference between the Minimum Tax and the real estate tax on the Project for such year.

4. The Company agrees that prior to the Termination Date:

(i) It will pay, when due, all real estate taxes on the Project and such additional amounts, if any, provided in paragraph 3 hereof;

(ii) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project, or the Company to raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(iii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Company or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(iv) It will not seek any tax deferral or abatement, either presently or prospectively under any state or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

5. Pursuant to Section 5.02 of the Development Agreement, the Company has agreed to repair, reconstruct and restore the Private Improvements in the event they are damaged or destroyed or to repay the TID grant.

6. This Agreement shall be and remain in effect until the earlier of (i) the date on which the TID grant has been repaid to the Authority pursuant to Section 5.02 or Section 7.02 of the Development Agreement, or (ii) December 31, 2020 (the "Termination Date").

7. Nothing in paragraph 1 hereto shall limit the discretion of the real estate tax officials charged with establishing the equalized value for the Project to assign the Project an equalized value in excess of the Minimum Value. Nothing in this Agreement shall prohibit the Company from seeking through the exercise of legal or administrative remedies a reduction in value of the Project for property tax purposes; provided, however, the Company agrees not to seek a reduction of such value below the Minimum Value.

8. Neither the preamble nor the provisions of this Agreement are intended nor shall they be construed as modifying the terms of the Development Agreement.

9. The obligations of this Agreement shall run with and burden the Project and remain in effect and be binding upon the Company, its successors and assigns until the Termination Date; provided, however, the Company shall remain obligated under this Agreement, notwithstanding an assignment or transfer of the Project unless released in writing by the City.

REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN

By _____
Its Chair

By _____
Its Executive Director

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

On the ____ day of _____, 200__, before me, a notary public, personally appeared Jean Vito and Jason Serck, the Chair and Executive Director, respectively, of the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, who acknowledged that he executed the foregoing instrument on behalf of the Authority.

Notary Public

EXHIBIT A TO REAL ESTATE TAX AGREEMENT

Those parts of Lots 15 and 16 of the Plat of Connors Point and more particularly described as follows:

Commencing at the intersection of the line common to Lots 11 and 12 in the Plat of Connors Point and the centerline of Main Street as Platted, thence North 51 degrees 53 minutes 42 seconds East 588.65 feet along the line common to Lots 11 and 12 to a point on the harbor line of the Bay of Superior; thence North 52 degrees 53 minutes 27 seconds West along said harbor line 1263.38 feet to the POINT OF BEGINNING, said point being 100.00 feet Southeasterly of the line common to Lots 15 and 16 when measured at right angles; thence continuing North 52 degrees 53 minutes 27 seconds West along said harbor line 427.49 feet; thence South 51 degrees 53 minutes 42 seconds West 221.11 feet to a point on the northeasterly line of the property formerly owned by the Duluth Superior Bridge Company; thence South 34 degrees 02 minutes 50 seconds East 217.20 feet to the intersection of said Northeasterly property line with a line parallel to and 25 feet Northeasterly of the existing center line of Main Street as laid out and traveled on November 1, 2004; thence South 49 degrees 45 minutes 13 seconds East along said Northeasterly right-of-way line 200.81 feet; thence North 51 degrees 53 minutes 42 seconds East on a line parallel with and 100 feet Southeasterly of the line common to Lots 15 and 16, a distance of 305.03 feet to the POINT OF BEGINNING and there terminating.

Including all riparian and other water rights appurtenant to the above described land.

Total area of description contains 114,640 square feet or 2.63 acres, more or less.

Subject to easements or restrictions of record.

EXHIBIT E
TO DEVELOPMENT AGREEMENT
SOURCES AND USES

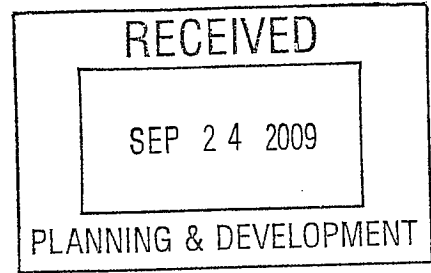
SOURCES OF FUNDS	
Bank and SBA Loans	\$900,000
TID Grant	\$100,000
TOTAL SOURCES OF FUNDS	\$1,000,000

USES OF FUNDS	
Construction of Private Improvements	\$800,000
Site Improvements	\$200,000
TOTAL USES OF FUNDS	\$1,000,000



6.5

national bank of commerce



September 23, 2009

Jason Serck
Planning and Port Director
City of Superior
1316 N 14th Street, 2nd Floor
Superior, WI 54880

RE: 14 Marina Drive, Superior

Dear Mr. Serck:

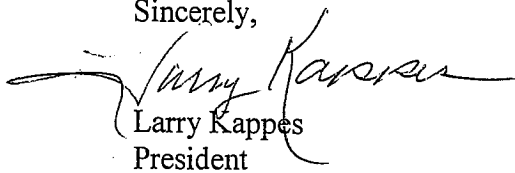
As you are aware, the former Boathouse Restaurant, located at 14 Marina Drive, has been assigned back to National Bank of Commerce. Because the land that the building sits on is leased from the City of Superior, when the property was assigned to the bank we were required to pay the necessary lease payment and personal property taxes that were owed to the city, which totaled approximately \$20,000.

In light of the current economic conditions and lagging real estate market, it appears that the bank may be forced to hold onto the property for an extended period of time as we search for the right buyer. To that end, I am respectfully requesting that the City of Superior consider a 50% reduction in the lease obligation while the property remains under our ownership. This reduction would afford the bank additional resources to keep the property in good repair and maintain the immediate premise while we search for the right buyer.

Please be assured that to date the bank has made every effort to find a new suitable buyer for the property. It is our intention that the property be listed within the next week by a local realtor and that the property is marketed to the fullest potential with a goal of having it sold as soon as possible.

I would like to thank you for your time and consideration on this very important matter. Should you have any questions or want to discuss the matter any further, please do not hesitate to call me at 715-394-8929.

Sincerely,


Larry Kappes
President

Superior
1127 Tower Ave
(715) 394.5531
2822 Tower Ave
(715) 395.5555

Duluth
1314 E Superior St
(218) 730.0277

Hermantown
4105 Richard Ave
(218) 727.7555

Poplar
4994 S Memorial Dr
(715) 364.2497

Solon Springs
9245 E Main St
(715) 378.2324

Date: October 12, 2009

Council Date: October 20, 2009

MEMORANDUM

TO: Honorable Mayor Ross and Members of the Common Council

FROM: Jason Serck, AICP
Planning & Port Director

RE: Robert Anderson's Request to Rezone a Parcel of Land from R1B, One-Family Residential District to C2, Highway Commercial District

NUMBER: RZ 09-01

INTRODUCTION - The City of Superior has received a rezone request from Robert Anderson (Bob's South Tower), 6028 Tower Avenue, to rezone a vacant lot the property located at 6028 Tower Avenue. The property is legally described as:

South Superior, First Division Lot 9, Block 17. A/k/a a portion of parcel #8-346.

BACKGROUND - This lot is zoned R1B, One-Family, Residential District. The adjacent lots within the same parcel are zoned C2, Highway Commercial Districts. Parcels surrounding the property are C2, Highway Commercial and R1B, One-Family Residential Districts. Mr. Anderson would like the entire parcel he owns to be zoned C2, Highway Commercial District so he may construct a garage on the property.

CONCLUSION - Please refer this matter to the October Plan Commission Meeting.

Recommend: _____
Mayor Dave Ross

Finance Committee Proceedings
City of Superior
October 8, 2009

Members Present: Warren Bender, Tom Bridge, Ed Anderson, Dan O'Neill
Members Excused: Alternate Dan Olson
Staff Present: Jean Vito, Dan Zuchowski, Chris Bronson and Ruth Olson
Others Present: Diane Nelson and Kevin Peterson

Meeting was called to order by Warren Bender at 5:00 pm.

1. Approval of September 10, 2009 Finance Committee Minutes

Motion was made by Tom Bridge, seconded by Warren Bender to approve the September 10, 2009 Finance Committee Minutes

2. Update to Stormwater Credit Program

Diane Nelson was present to give a brief overview of the what was happening with the Stormwater Credits and their procedures.

Motion was made by Tom Bridge, seconded by Warren Bender and carried to receive and file the Stormwater Credit information.

3. Revised Sewage Credit Policy

Motion was made by Ed Anderson, seconded by Tom Bridge and carried to approve some minor changes to the revised Sewage Credit Policy. Finance to make corrections and bring back to Committee in November for approval.

4. Internal Auditor Activity Summary

Chris Bronson was present to give the Finance Committee an overview of the items he has been working on.

Motion was made by Tom Bridge, seconded by Ed Anderson and carried to receive and file.

5. Animal Shelter Building Review

Jean Vito updated the committee on what was happening with the Animal Shelter.

Motion was made by Ed Anderson, seconded by Tom Bridge and carried to receive and file.

6. All Checks Register – September 2009

Motion was made by Ed Anderson, seconded by Tom Bridge and carried to approve the All Checks Register for September 2009.

7. September 2009 Financial Statements

Motion was made by Tom Bridge, seconded by Ed Anderson and carried to receive and file the September 2009 Financial Statements.

8. General Financial Overview and Other Financial Issues

Motion to adjourn at 6:00 pm was made by Tom Bridge, seconded by Ed Anderson and carried.

*Respectfully Submitted by Ruth Olson
Staff Assistant to Finance*

City Clerk's Office - Miscellaneous License Applications

Approvals have been requested and/or obtained, and can be approved contingent upon meeting all Code Requirements

Tavern Operator 2009-11

Rose	Williams
Jeff	Emanuel
Amanda	Monroe
Haeli	Frostman
Melissa	Pratt

Taxicab Operators 2009-2010

Angela	Ellis
Brent	Hipp

Date: October 4, 2009

Council Date: October 20, 2009

MEMORANDUM

TO: Honorable Mayor Ross and Members of the Common Council

FROM: Jason Serck, AICP
Planning & Port Director

RE: Dave Evans' Request to Purchase City-Owned Land

NUMBER: LS 09-02

INTRODUCTION - The City of Superior has received a request from Dave Evans, 3010 East 8th Street, Superior, to put up for bid property located as outlined in the attached map. This property is legally described as:

Townsite of Superior, West Ninth Street, Lots 19, 21, 23 and 25, City of Superior, Douglas County. A/k/a portion of parcel 01-2476.

BACKGROUND - The property is currently zoned R1B, One-Family Residential District. Mr. Evans has requested the land sale in order to extend his yard and possible future construction of a garage.

The City Assessor's Office, Public Works and Parks and Recreation Departments have been notified of this request. No objections have been received regarding the sale of this property.

The City Assessor's Office has placed a value of \$2,000 on this property.

RECOMMENDATION - It is recommended that this property be placed up for sale with a minimum bid of \$2,000.



SUPERIOR

Living up to our name.

Parks & Recreation

1316 North 14th Street, 2nd Floor
Superior, WI 54880
Web site: www.ci.superior.wi.us

Phone: (715) 395-7270
Fax: (715) 395-7346
TTY: (715) 395-7521

DATE: October 8, 2009

Council Agenda Date: October 20, 2009

TO: Mayor Dave Ross & Members of the Common Council

FROM: *Mary*
Mary Morgan, Parks & Recreation Administrator

RE: Parks & Recreation Commission Recommendation
Hockey Helmet Requirement at City-operated Rinks

Last spring Councilor Dan Olson proposed a resolution requiring people under the age of 18 to wear protective head gear on City-operated hockey rinks. The Parks & Recreation Commission met on two occasions to review the issue. On October 1st, they went on record to change our policy to: **"The City of Superior requires the use of helmets on our hockey rinks for people 16 and under."**

If you approve of this new policy, the Parks & Recreation Division will establish, publicize and enforce the new rule beginning with the 2009-2010 winter skating season. City staff will also provide information to participants regarding where they may purchase a helmet.

Recommend *Dave Ross*
Mayor



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WISCONSIN

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Fax: (715) 395-7346
TTY: (715) 395-7521

DATE: October 9, 2009 Council Agenda Date: October 20, 2009

TO: Mayor Dave Ross & Members of the Common Council

FROM: Mary Morgan, Parks & Recreation Administrator

RE: Parks & Recreation Commission Recommendations
Wisconsin Point/Municipal Forest Issues

Last summer, at the request of Councilor Tom Bridge, the Common Council invited the Parks & Recreation Commission to review the following Wisconsin Point issues:

- Possibility of restricting access during certain hours and/or gating access
- Review of vehicle curfew, enforcement, and fines for violation
- Review and recommendation for replacement of signage (due to vandalism)

In addition to Wisconsin Point, the Parks & Recreation Commission discussed similar problems in the Superior Municipal Forest. These discussions took place over the course of two meetings. Members of the commission considered numerous solutions to the problems of vehicular curfew violations (on the Point), and vandalism and dumping (at both the Point and the Forest).

You will recall that Councilor Bridge brought forward an ordinance revision for Wisconsin Point rules, making it easier for Superior Police Department (SPD) officers to cite curfew offenders. SPD has pledged to make use of this new tool and document their efforts.

On October 1st, the Parks & Recreation Commission went on record in support of **increasing the fine for Dumping (Section 58-5 of the Code of Ordinances) to \$1000**. The fine is currently \$100 (plus an additional \$163.50 for court costs for a total of \$263.50).

Further, they are recommending that the City **test for one year the blocking off of 42nd Street from just west of Albany Avenue to badger Drive for April and May beginning in 2010**. This move would limit access into the Superior Municipal Forest during the spring clean-up when Public Works staff feel that a lot of dumping takes place there.

I am requesting your approval for these two measures.

If you agree to increase the fine for dumping, I will bring an ordinance change to your next meeting. The Parks & Recreation Division will be improving the signage at both properties and we'll be hiring a youth group to conduct clean-ups at the Point more frequently next summer.

Recommend 
Mayor



Office of the Mayor

Phone: (715) 395-7212
Fax: (715) 395-7590
TDD: (715) 395-7521
E-mail: mayor@ci.superior.wi.us

Mayor Dave Ross
1316 North 14th Street, #301
Superior, WI 54880
Website: www.ci.superior.wi.us

October 13, 2009

Council Agenda: October 20, 2009

MEMORANDUM

TO: Members of the Common Council
FROM: Mayor Dave Ross
RE: *Committee Appointments*

Library Board

Appoint Jean Till, 2420 Logan Avenue, Superior, WI, for a three (3) year term expiring October, 2012.

Thank you.

rg

Date Submitted: October 8, 2009 Council Agenda Date: October 20, 2009

COUNCILOR'S BUSINESS

Presented by Councilor: Mertzig District: 4th

I am requesting the Council form a fact finding commission to investigate the pros and cons of a Fire Department operated ambulance service, and suggesting the commission include individuals that can be regarded as unbiased and bipartisan in their acquisition of evidence.

18. Finance Committee, August 13, 2009

1. Receive & file 2008 Audit Report
3. Approve Kevin Peterson's request for sewage credit in the amount of \$262.88.
4. Table Internal Auditor Activity summary until September 10th meeting.
5. Receive & File additional Free Drop off days at the City Landfill.
6. Hold in Committee the Animal Shelter Building review.
7. Receive and file July All checks register.
8. Receive and file July 2009 Financial Statements.

Item 18.3

Kevin Peterson, 2016 Hill Avenue, spoke in favor of the sewage credit.

Councilor Bridge stated the sewer credit policy is under review, and requested this matter be held in committee until a policy is established.

Finance Director Vito requested the matter be referred back to the Finance Committee. She felt it was appropriately denied at the first level and is afraid others may come forward requesting credits who were previously denied if this credit is approved.

MOTION by Councilor Bridge, seconded by Dalbec to hold in committee until a policy is established, failed by roll call vote:

AYE – Bridge, Anderson, Hendry, Finsland, Dalbec – 5

NO – Olson, Bender, Herrick, MacKenzie – 4

MOTION by Councilor Dalbec, seconded by Bridge to deny the sewer credit, failed by roll call vote:

AYE – Bridge, Anderson, Hendry, Finsland, Dalbec – 5

NO – Olson, Bender, Herrick, MacKenzie – 4

MOTION by Councilor Finsland, seconded by Bridge to refer to the Finance Committee failed by roll call vote:

AYE – Bridge, Anderson, Hendry, Finsland, Dalbec – 5

NO – Olson, Bender, Herrick, MacKenzie – 4

MOTION by Councilor Anderson, seconded by Bridge to table to the next Council meeting (September 15th) carried by roll call vote:

AYE – Olson, Bridge, Anderson, Hendry, Finsland, Herrick, Dalbec – 7

NO – Bender, MacKenzie – 2

Excerpt from September 15, 2009 Regular Council meeting minutes:

5TH ORDER

BUSINESS BY COUNCILORS

21. **Tabled from the September 1, 2009, Regular Council meeting:** Finance Committee August 13, 2009, 3) recommendation to approve Kevin Peterson's request for a sewage credit in the amount of \$262.88.

Kevin Peterson, 2016 Hill Avenue, spoke to the issue.

MOTION by Councilor Anderson, seconded by Bridge and carried, to table until the October 20th Council meeting.

Date: October 14, 2009

Agenda Date: October 20, 2009

10.1

MEMORANDUM

To: Mayor Ross and Members of the Common Council of the City of Superior

From: Jason Serck, RACS Executive Director JS

**RE: Cooperation Agreement between the City of Superior and the
Redevelopment Authority of the City of Superior Concerning Property on
Connors Point.**

Attached is a resolution and cooperation agreement between the City of Superior and the Redevelopment Authority of the City of Superior. This agreement pertains to the parcel of property located at the end of Connors Point. This site is the former location of the proposed Connors Point Marine Center (aka Sea Service).

AMI Consulting Engineers is in the process of purchasing the property from National Bank of Commerce. AMI approached myself and Jeff Vito requesting the City's/RACS participation in the project. We have agreed to work with AMI in relocating their business from Duluth to Superior.

The Cooperation Agreement that is attached is a document that allows the City of Superior and RACS to work toward completing the AMI project. It outlines that the City and RACS agree this is a solid project and should be pursued. It gives RACS the permission to move forward with negotiations and the eventual approval of a development agreement. In this case, a land sale is not part of the agreement. The Common Council will have ultimate approval of the development agreement when it comes before you.

Please let me know if you have any questions or comments. I appreciate your time.

Aldersperson _____ introduced the following resolution and moved its adoption:

RESOLUTION #R09-12909

**RESOLUTION OF THE CITY OF SUPERIOR, WISCONSIN,
APPROVING A COOPERATION AGREEMENT WITH THE
REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR,
WISCONSIN IN CONNECTION WITH C&C HOLDINGS OF DULUTH,
LLC AND AMI CONSULTING ENGINEERS, P.A.**

WHEREAS, under and pursuant to the provisions of Wisconsin Statutes, Section 66.1333 (the "Act"), the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), was created to carry out blight elimination, slum clearance and urban renewal programs and projects, as set forth in the Act; and

WHEREAS, the Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in the Act, adopted a Project Area Plan (the "Redevelopment Plan") and designated the boundaries of a Project Area generally located on Connors Point within the City (the "Project Area"); and

WHEREAS, the City and the Authority have identified the development and redevelopment of the Project Area as a matter of mutual interest; and

WHEREAS, pursuant to authority granted in Wisconsin Statutes, Section 66.1105, on August 27, 1997, the City created Tax Incremental District Number Eight (the "District"), the boundaries of which are coterminous with the boundaries of the Project Area, and has approved a Tax Increment Project Plan therefor; and

WHEREAS, C&C Holdings of Duluth, LLC, a Minnesota limited liability company and AMI Consulting Engineers, P.A., a Minnesota corporation (collectively, the "Company") have proposed the construction of an approximately 6,450 square foot two-story office building and an approximately 2,000 square foot storage building located within the Project Area and the District (the "Project"); and

WHEREAS, a form of Cooperation Agreement between the City and the Authority relative to the development of the Project has been submitted to the Common Council and is now on file in the office of the City Clerk (the "Cooperation Agreement"); and

WHEREAS, the City and the Authority agree that the control, disposition and use of the property within the Project Area will be crucial to the achievement of a sound and coordinated development and redevelopment of such area in general and to the inducement of private development in particular.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the form of Cooperation Agreement, as presented to the Council, is approved.

2. The Mayor and the City Clerk of the City are authorized and directed in the name and on behalf of the City to execute the Cooperation Agreement, with such changes as do not materially change the substance thereof as the Mayor and the City Clerk shall deem necessary and appropriate.

Adopted: October 20, 2009.

Attest:

Mayor

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Alderperson _____ and, upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the resolution was declared duly passed and adopted and was approved and signed by the Mayor, whose signature was attested by the City Clerk.

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Those parts of Lots 15 and 16 of the Plat of Connors Point and more particularly described as follows:

Commencing at the intersection of the line common to Lots 11 and 12 in the Plat of Connors Point and the centerline of Main Street as Platted, thence North 51 degrees 53 minutes 42 seconds East 588.65 feet along the line common to Lots 11 and 12 to a point on the harbor line of the Bay of Superior; thence North 52 degrees 53 minutes 27 seconds West along said harbor line 1263.38 feet to the POINT OF BEGINNING, said point being 100.00 feet Southeasterly of the line common to Lots 15 and 16 when measured at right angles; thence continuing North 52 degrees 53 minutes 27 seconds West along said harbor line 427.49 feet; thence South 51 degrees 53 minutes 42 seconds West 221.11 feet to a point on the northeasterly line of the property formerly owned by the Duluth Superior Bridge Company; thence South 34 degrees 02 minutes 50 seconds East 217.20 feet to the intersection of said Northeasterly property line with a line parallel to and 25 feet Northeasterly of the existing center line of Main Street as laid out and traveled on November 1, 2004; thence South 49 degrees 45 minutes 13 seconds East along said Northeasterly right-of-way line 200.81 feet; thence North 51 degrees 53 minutes 42 seconds East on a line parallel with and 100 feet Southeasterly of the line common to Lots 15 and 16, a distance of 305.03 feet to the POINT OF BEGINNING and there terminating.

Including all riparian and other water rights appurtenant to the above described land.

Total area of description contains 114,640 square feet or 2.63 acres, more or less.

Subject to easements or restrictions of record.

COOPERATION AGREEMENT

THIS AGREEMENT (this "Agreement"), is made as of _____, 2009, by and between the CITY OF SUPERIOR, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "Municipality") and the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, a Wisconsin body politic and municipal corporation (the "Authority").

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

"AMI Consulting" means AMI Consulting Engineers, P.A., a Minnesota corporation.

"C&C Holdings" means C&C Holdings of Duluth, LLC a Minnesota limited liability company.

"Company" means collectively, C&C Holdings and AMI Consulting.

"Development Project" means the construction and equipping of an approximately 6,450 square foot two-story office building and an approximately 2,000 square foot storage building by the Company upon the Development Property.

"Development Property" means the real property described on Exhibit A hereto.

"Governing Body" (i) when used with reference to the Municipality, means the Common Council of the Municipality, and (ii) when used with reference to the Authority, means the Commissioners of the Authority.

"Grants" means all gifts, contributions, grants and other forms of public or private aid received or to be received by the Municipality or the Authority for the purpose of assisting in the redevelopment of the Development Property.

"Municipal Development" means the development and redevelopment undertakings of the Municipality and the Authority under this Agreement.

"Municipal Development Costs" means the costs incurred or to be incurred by the Municipality and the Authority under this Agreement for the Municipal Development. A budget for the Municipal Development Costs with respect to the Development Project are set forth in Exhibit C hereto.

"Private Development" means the development and redevelopment of the Project Area.

“Private Development Agreement” means the Development Agreement by and between the Authority and the Company, pursuant to which all or portions of the Development Project will be undertaken.

“Project Area” means the Connors Point Project area and includes the Development Property.

“Project Area Plan” means the Authority’s Project Area Plan and Designation of Boundaries of Project Area, as amended from time to time pursuant to Section 66.1333 of Wisconsin Statutes, as amended.

“Redevelopment Act” means Section 66.1333 of Wisconsin Statutes, as amended.

“TIF Act” means Section 66.1105 of the Wisconsin Statutes, as amended.

“TIF District” means the Municipality’s proposed Tax Incremental District Number Eight identified as such in the TIF District Project Plan.

“TIF District Project Plan” means the Municipality’s Project Plan for Tax Incremental District Number Eight, as amended from time to time pursuant to the TIF Act.

Section 1.2. Exhibits.

Exhibit A: Development Property

Exhibit B: Budget for Municipal Development Costs

ARTICLE II
RECITALS OF PUBLIC PURPOSE

Section 2.1. Project Area Objectives. The Municipality has for many years encouraged redevelopment within the north end of the Municipality, including the Connors Point area, for industrial and business purposes. The Project Area lies within such area and in the TIF District, so that development and redevelopment occurring within the Project Area will be in furtherance of the Municipality’s public purpose objectives as set forth in the TIF District Project Plan, the Project Area Plan, the TIF Act and the Redevelopment Act. The Municipality and the Authority have identified the development and redevelopment of the Project Area as a matter of mutual interest.

Section 2.2. Desirability of Private Development. The Municipality and the Authority hereby find and determine that Private Development of the Project Area is consistent with public purposes, plans and objectives respectively set forth in the TIF District Project Plan, the Project Area Plan and the plan for the Municipality’s waterfront area.

Section 2.3. Municipal Development to Induce Private Development. The Municipality and the Authority hereby find and determine that the assembling of industrial sites

within such area will act as an inducement for the Private Development, thereby making more likely the accomplishment of the public purpose objectives referred to in Section 2.1.

Section 2.4. Importance of Municipal Development to Development Project. The municipal activity required to encourage the Development Project will be to provide a grant to the Company pursuant to the Private Development Agreement.

Section 2.5. Governing Body Authorities. The execution, delivery and performance of this Agreement by the Municipality and the Authority have been authorized by the respective Governing Bodies of the Municipality and the Authority.

ARTICLE III UNDERTAKING OF MUNICIPALITY

Section 3.1. Municipal Development. The Municipality agrees to proceed with its portion of the Municipal Development with all reasonable dispatch and to use its best efforts to complete the Municipal Development as soon as reasonably practicable in the circumstances. Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authority in carrying out the redevelopment project as provided in the Redevelopment Act and the Project Area Plan, the Municipality agrees to contribute to the Authority the funds set forth in the budget set forth in Exhibit B for the amount and purpose described therein and in accordance with the Private Development Agreement.

ARTICLE IV UNDERTAKING OF AUTHORITY

Section 4.1. Authority's Development. The Authority agrees to proceed with its portion of the Municipal Development with all reasonable dispatch and to use its best efforts to complete the Municipal Development as soon as reasonably practicable in the circumstances. The Authority's obligation with respect to the Municipal Development is limited by the extent of the funding made available by the Municipality pursuant to Article V, meaning thereby that the Authority is not required by this Section 4.1 to incur Municipal Development Costs in excess of the funds provided by the Municipality pursuant to this Agreement.

Section 4.2. Acceptance By Authority. The Authority agrees to accept the contribution from the Municipality as set forth in Section 3.1.

Section 4.3. Redevelopment. The Authority and the Municipality shall cooperate in performing the Authority's obligations under the Private Development Agreement, which, to the extent feasible, will provide reasonable assurances to the Municipality that the tax increments that result, directly or indirectly, from the Private Development will be available to reimburse the Municipality for the Municipal Development Cost to be paid by tax increment.

Section 4.4. Provisions of Funding. The funding for the Municipal Development Costs shall be provided by the Municipality as provided in Article V.

ARTICLE V FUNDING

Section 5.1. Funding the Project. Pursuant to Section 13 of the Redevelopment Act, the Municipality agrees to provide the funding for the Municipal Development Costs to carry out the Municipal Development for the Project Area. The budget for costs for such project and the anticipated source of funds are set forth on Exhibit B hereto. The Municipality agrees to contribute such funds to the Authority at time and in the amount which will enable the Authority to meet its financial commitments for such project; provided however, the Municipality shall not be obligated to provide funds in amounts greater than set forth on Exhibit B without approval by the Municipality's Governing Body.

ARTICLE VI MISCELLANEOUS

Section 6.1. Assignment of Rights Under this Agreement. Neither party may assign its rights under this Agreement without the written consent of the other party.

Section 6.2. Nondiscrimination. Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken in a manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status, and that the Municipal Development shall be undertaken in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 6.3. Approximations. It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, each party reserves the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 6.4. No Personal Liability. Under no circumstances shall any officer, official, director, member or employee of the Municipality or the Authority have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 6.5. Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by civil disorders, wars, strikes, fires, floods, acts of god, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes hereinabove enumerated, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 6.6. Parties and Interests. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 6.7. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 6.8. Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 6.9. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 6.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 6.11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.12. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(remainder of page intentionally blank)

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

CITY OF SUPERIOR, WISCONSIN

By _____
Its Mayor

By _____
Its City Clerk

Address for Notices:

City of Superior, Wisconsin
Attention: City Clerk
1316 North 14th Street
Superior, Wisconsin 54880

REDEVELOPMENT AUTHORITY OF
THE CITY OF SUPERIOR, WISCONSIN

By _____
Its Chair

By _____
Its Executive Director

Address for Notices:

City of Superior, Wisconsin
Attention: Executive Director
1316 North 14th Street
Superior, Wisconsin 54880

EXHIBIT A
DESCRIPTION OF DEVELOPMENT PROPERTY

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Commencing at the intersection of the line common to Lots 11 and 12 in the Plat of Connors Point and the centerline of Main Street as Platted, thence North 51 degrees 53 minutes 42 seconds East 588.65 feet along the line common to Lots 11 and 12 to a point on the harbor line of the Bay of Superior; thence North 52 degrees 53 minutes 27 seconds West along said harbor line 1263.38 feet to the POINT OF BEGINNING, said point being 100.00 feet Southeasterly of the line common to Lots 15 and 16 when measured at right angles; thence continuing North 52 degrees 53 minutes 27 seconds West along said harbor line 427.49 feet; thence South 51 degrees 53 minutes 42 seconds West 221.11 feet to a point on the northeasterly line of the property formerly owned by the Duluth Superior Bridge Company; thence South 34 degrees 02 minutes 50 seconds East 217.20 feet to the intersection of said Northeasterly property line with a line parallel to and 25 feet Northeasterly of the existing center line of Main Street as laid out and traveled on November 1, 2004; thence South 49 degrees 45 minutes 13 seconds East along said Northeasterly right-of-way line 200.81 feet; thence North 51 degrees 53 minutes 42 seconds East on a line parallel with and 100 feet Southeasterly of the line common to Lots 15 and 16, a distance of 305.03 feet to the POINT OF BEGINNING and there terminating.

Including all riparian and other water rights appurtenant to the above described land.

Total area of description contains 114,640 square feet or 2.63 acres, more or less.

Subject to easements or restrictions of record.

EXHIBIT B
MUNICIPAL DEVELOPMENT COSTS; BUDGET

“Municipal Development Costs” include, without limitation, all allowable “project costs” (as defined in Section 2(f) of the TIF Act) relating to the Municipal Development or to induce the Private Development, including, without limitation:

1. capital costs to the Municipality, as identified in Section 2(f)1.a. of the TIF Act;
2. financing costs to the Municipality, as identified in Section 2(f)1.b. of the TIF Act;
3. real property assembly costs, as defined in Section 2(f)1.c. of the TIF Act;
4. professional service costs, as identified in Section 2(f)1.d. of the TIF Act;
5. imputed administrative costs, as identified in Section 2(f)1.e. of the TIF Act;
6. contributions to the Authority made under Section 13 of the Redevelopment Act in connection with the implementation of the TI District Project Plan, as identified in Section 2(f)1.h. of the TIF Act; and
7. payments made in the discretion of the Municipality's Governing Body, as identified in Section 2(f)1.i of the TIF Act.

The budget for the Municipal Development Costs and sources of funds with respect to the Municipal Development is set forth as follows:

The budget for the Municipal Development Costs and sources of funds with respect to the Municipal Development is set forth as follows:

REVENUES:	
*Interfund loan and/or bond proceeds from City	\$100,000
EXPENDITURES:	
Demolition of existing structures, site preparation, soil correction and on-site utilities	\$100,000

* These funds will be repaid with District tax increment revenues.

MEMORANDUM

TO: Mayor Dave Ross and Members of the Common Council

FROM: Kim Gralewski, Community Development Manager *rmg*

DATE: October 12, 2009

RE: **RESOLUTION INTRODUCED BY THE COMMUNITY DEVELOPMENT DIVISION TO SET A PUBLIC HEARING FOR THE 2010 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN**

The Community Development Division is submitting the following Resolution for Council consideration at the October 20, 2009, Council meeting to set a public hearing for December 1, 2009.

Resolution setting a public hearing to review the 2010 Community Development Block Grant Action Plan.

After the Council sets the public hearing, the following Public Notice will be published in the local newspaper:

“Notice of Public Hearings on the 2010 Community Development Block Grant Action Plan”

This notice will also be posted at several locations and mailed to the CDBG Advisory Board and public mailing list.

Recommended 
 Dave Ross, Mayor

RESOLUTION # R09-12910

**RESOLUTION INTRODUCED BY THE COMMUNITY DEVELOPMENT DIVISION
TO SET A PUBLIC HEARING FOR THE 2010 COMMUNITY
DEVELOPMENT BLOCK GRANT ACTION PLAN**

WHEREAS, the City of Superior is designated by the U. S. Department of Housing and Urban Development (HUD) as an entitlement community for the receipt of direct funding under the Community Development Block Grant (CDBG) program;

WHEREAS, the US Department of Housing and Urban Development (HUD) requires local communities to hold public hearings before approval of the Consolidated Plan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER);

NOW, THEREFORE, BE IT RESOLVED that a public hearing will be held by the Common Council of the City of Superior at 6:30 p.m. on the 1st day of December, 2009, in room 201 of the Government Center, 1316 N. 14th Street.

Passed and adopted this 20th day of October, 2009

Approved this 20th day of October, 2009

Mayor

Attest:

City Clerk