AGENDA FOR REGULAR COMMON COUNCIL MEETING
SUPERIOR, WISCONSIN
Tuesday, August 20, 2019
6:30 p.m. - Government Center, Board Room 201

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PROCLAMATIONS AND COMMENDATIONS

4. APPROVAL OF MINUTES August 6, 2019 - 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.

   Communications and Reports to be Received and Filed:

   6.1 Community Development Block Grant Advisory Board minutes, July 25, 2019.
   6.3 Mayor’s Commission on Communities of Color, May 13 and July 8, 2019.
   6.4 Redevelopment Authority for the City of Superior, August 13, 2019.
   6.5 Public Notice of an Air Pollution Control Permit Application Review from Wis DNR.

7. STANDING COMMITTEE RECOMMENDATIONS FOR APPROVAL

   7.1 Finance Committee, August 8, 2019
   2) To receive and file the 2019 Hotel/Motel tax collection updates.
   3) d. To waive the formal bidding procedures and allow the purchase of lease of capital needs for the Nemadji Public Golf Course through Kemper Sports’ preferred pricing.
   4) To receive and file the update from Ehlers on potential refunding of existing bonds.
   5) To hold in committee the request to install three adaptive Zagster bicycles until the September meeting.
   6) To receive and file the July, 2019 check register.
   7) To receive and file the General Fund Financial Statements.

8. BUSINESS BY DEPARTMENT HEADS

   City Clerk Kalan
   8.1 Recommending approval of miscellaneous licenses.
8.2 Recommending approval of an application to amend the premise of a Class B Liquor & Beer license by Atypical Enterprises, Inc., Trade Name: Main Club, 1217 Tower Avenue, for a special event on August 30 through September 2, 2019.

Fire Chief Panger
8.3 Recommending approval to purchase two 2020 Chevy 4x4 commercial Tahoe 4s at a total cost of $73,204 through Ewald Automotive Group.

Human Resources Director Konczyn
8.4 Recommending approval confirming Ashley Puettz to the Assistant Finance Director position.

Planning Director Serek
8.5 Submitting report from the Redevelopment Authority of the City of Superior relating to the Development Agreement amount the Authority, F.I. Salter Company, Inc. and RK Winter Street LLC.

9. BUSINESS BY THE MAYOR

9.1 Appointing Andrew Merritt to the Redevelopment Authority of the City of Superior for a five-year term expiring August, 2024.

10. BUSINESS BY COUNCILORS

11. RESOLUTIONS

11.1 R19-13449 Resolution of the City of Superior, Wisconsin, Approving the Report of the Redevelopment Authority of the City of Superior and a Sign Lease between the Redevelopment Authority of the City of Superior, Wisconsin and Lakehead Constructors, Inc.

11.2 R19-13450 Resolution introduced by the Department of Planning and Development to authorize the submittal of a Wisconsin Economic Development Corporation (WEDC) Community Development Initiative (CDI) grant application to financially assist with the development of the Downtown Cobblestone Hotel Project.

11.3 R19-13451 Resolution introduced by Mayor’s Commission on Communities of Color to recognize and celebrate Indigenous Peoples Day in place of Columbus Day.

12. ORDINANCES

12.1 O19-4163 Ordinance introduced by Councilor Van Sickle and Councilor Ludwig prohibiting the use of Conversion Therapy.

12.2 O19-4164 Ordinance introduced by Police Chief Alexander amending Chapter 90 of the Parks and Recreation Chapter, Article VII, Motorized Recreational Vehicles, Section 90-31, adding maximum speed limit on the Osauge Trail between 31st Avenue East and Moccasin Mike Road to 10 miles per hour.
13. 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, and must not include endorsements of any candidates or other electioneering.

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

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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.
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In compliance with Wisconsin Open Meetings Law, this agenda was:
Posted: Government Center, Court House, & Public Library.
Fax to: Daily Telegram, Public Library, August 15, 2019 ****
The Regular Meeting of the Common Council was called to order by Mayor Jim Paine at 6:30 p.m. in the Government Center, Board Room 201.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL
   Present: Dan Olson, Jenny Van Sickle, Warren Bender, Jack Sweeney, Brent Fennessey, Tylor Elm, Ruth Ludwig, Craig Sutherland, Keith Kern, Esther Dalbec – 10
   Youth Councilors: Jeffrey Newman
   Also Present: Mayor Paine, City Attorney Prell, City Clerk Kalan

3. PROCLAMATIONS AND COMMENDATIONS

4. APPROVAL OF MINUTES July 16, 2019 - Regular Council meeting.
   MOTION by Councilor Fennessey, seconded by Bender and carried, to approve.

5. PUBLIC HEARINGS

6. CONSENT AGENDA
   MOTION by Councilor Kern, seconded by Bender and carried, to approve the Consent Agenda.

   Communications and Reports Received and Filed:

   6.1 Superior Police Department 2018 Annual Report.
   6.2 CDBG Advisory Board minutes, July 16, 2019.
   6.5 Public Service Commission of Wisconsin notices relating to Nemadji Trail Energy Center.

   Matters Referred:

   Liability Claims Committee
   6.6 Claim #19-20, Century Link

7. STANDING COMMITTEE RECOMMENDATIONS FOR APPROVAL
   7.1 Finance Committee, July 11, 2019
2) To receive and file the 2018 Audited Financial Statements for the City of Superior.
3) To extend the Municipal Audit and Accounting Services Agreement with Wipfli, LLP for a 3 year period for the fiscal years ending December 31; 2019, 2020 and 2021.
4) To approve moving forward on a city-wide camera system with a blueprint for drafting a policy, creating an expenditure list and analyzing areas to place cameras.
5) To approve removing the portion of the investment policy that lists specific authorized financial institutions currently utilized by the City of Superior.
6) To receive and file the update from Ehlers on potential refunding of existing bonds and bring back to the August Committee meeting.
7) To hold in committee the request for review on funding options for three adaptive Zagster bicycles until the August, 2019 meeting.
8) To receive and file the June, 2019 check register.
9) To receive and file the General Fund Financial Statements.

Tom Ledin spoke in opposition to item 4, city-wide camera system.

MOTION by Councilor Fennessey, seconded by Sweeney and carried, to approve.

7.2 Human Resources Committee, July 15, 2019
3) a. To approve the revised Residency Policy #04.06.B for Police & Fire Non-Union employees to match with Police & Fire Union employees’ residency requirement.
   b. To approve revised Ordinance Sec. 42-82 Residency.
   c. To approve the revised Non-Union Salary & Benefit Policy (Handbook): Section 14 – Holidays.
7) b. To approve the updated Hazardous Material Regional Response Compensation Agreement.
8) a. To receive and file the Monthly Personnel Reports for May and June, 2019.
   MOTION by Councilor Ludwig, seconded by Elm and carried, to approve.

7.3 Plan Commission, July 17, 2019
1) To refer back to Planning Department for ordinance language adjustments for Water Quality and Wetland Protection Standards and review again at the next Plan Commission meeting.
2) To approve the Small Business Grant Program with the amendments as identified in discussion.
3) To approve Jean & Jeff Vito’s Request to Submit a Certified Survey Map for the property at 30 Bardon Avenue.
4) To approve Administrative request to submit Certified Survey Map for property in Winter Street Industrial Park.
5) To approve the Administrative request to submit Certified Survey Map for property on North 11th Street and Tower Avenue.
   MOTION by Councilor Dalbec, seconded by Bender and carried, to approve.
7.4 Public Safety Committee, July 17, 2019
   2) To approve making the posted speed limit 10 mph from Mcccasin Mike Road to 31st Avenue East.
   
   MOTION by Councilor Bender, seconded by Sutherland and carried, to approve.

7.5 Public Works Committee, July 17, 2019
   4) To receive and file the ESD Director’s Report.
   5) To table the tree abatement assistance program draft.
   6) To approve the Agreement with Drift Dodgers Snowmobile Club regarding trail improvements on the segment of the Crosstown Trail at the US 2/53 Bridge at the Nemadji River.
   7) To approve updating Section 90-83 of the City Code to designate no parking on Wisconsin Point Road, parking permitted only in designated areas/ lots.
   8) To approve exempting John Avenue between North 58th & 59th Streets from calendar parking on Sundays from 8 a.m. – noon and on Wednesdays from 4 – 8 p.m.
   
   MOTION by Councilor Dalbee, seconded by Fenesssey and carried, to approve.

8. BUSINESS BY DEPARTMENT HEADS

City Clerk Kalan
8.1 Recommending approval of miscellaneous licenses.
   
   MOTION by Councilor Dalbee, seconded by Fenesssey and carried, to approve. Councilor Bender abstains.

8.2 Recommending approval for an Original Class "A" Beer & Class "A" Liquor (cider only) license for Applegreen Midwest, LLC, Trade Name: Freedom Valu #8, 311 Belknap Street, Agent: Kyle Pipkorn, for the remainder of the license period.
   
   MOTION by Councilor Elm, seconded by Sutherland and carried, to approve.

8.3 Recommending approval for an Original Class "A" Beer & Class "A" Liquor (cider only) license for Applegreen Midwest, LLC, Trade Name: Holiday #47, 406 Belknap Street, Agent: Kathie Ziebell, for the remainder of the license period.
   
   MOTION by Councilor Bender, seconded by Kern and carried, to approve.

8.4 Recommending approval of an application to amend the premise of a Class B Liquor & Beer license by Mencel Corporation, Trade Name: Landmark Lanes, 1914 Broadway, for a special event on August 10, 2019.
   
   MOTION by Councilor Dalbee, seconded by Bender and carried, to approve.
Planning Director Serek

8.5 Requesting approval to enter into an agreement with the Northwest Regional Planning Commission to provide technical assistance services in the administration of the City of Superior HOME (HOOPS program) / HCRI housing purchase revolving loan fund. 
MOTION by Councilor Dalbec, seconded by Bender and carried, to approve.

8.6 Requesting approval of the Small Business Grant Program description and application. 
MOTION by Councilor Elm, seconded by Kern and carried, to approve.

Public Works Director Janigo

8.7 Recommending approval to waive the bidding requirements for the purchase of 2019 John Deere 772G Motor Grader from McCoy Construction Forestry via the Sourcewell Agreement. 
MOTION by Councilor Dalbec, seconded by Van Sickle and carried, to approve.

9. BUSINESS BY THE MAYOR

9.1 To appoint Deb Emery to the Redevelopment Authority of City of Superior for a term expiring May, 2023; and to appoint Steve Knauss to the Tourist Development Foundation Committee for a term expiring August, 2021. 
MOTION by Councilor Elm, seconded by Sutherland and carried, to approve.

9.2 Recommending approval to enter into negotiations to sponsor the Catalyst ITV Festival in an amount not to exceed $15,000, from the Hotel/Motel Tax Fund. 
Philip Gilpin, Jr., Executive Director of Catalyst, gave an introduction of Catalyst and the history of the ITV Festival. He discussed the sponsorship and how it could impact the City of Superior. 
MOTION by Councilor Olson, seconded by Sutherland and carried, to approve. 
Roll call vote taken and passed.
AYE – 9 Sutherland, Kern, Dalbec, Olson, Van Sickle, Bender, Fennessey, Elm, Ludwig 
NO – 1 Sweeney

10. BUSINESS BY COUNCILORS

11. RESOLUTIONS

11.1 R19-13445 Resolution introduced by Councilor Elm declaring fiber-optic networking as essential infrastructure in the City of Superior, Wisconsin. 
Councilor Fennessey discussed his support for the resolution, but also his concern with approving a resolution with no plan. Discussion ensued on the history of definition of resolutions and the support they have provided in the past.
MOTION by Councilor Fennessey, seconded by Kern, to refer to the Communication Information Technology Committee. Roll call vote taken and failed.
AYE – 4 Kern, Dalbec, Sweeney, Fennessey
NO – 6 Olson, Van Sickle, Bender, Elm, Ludwig, Sutherland

MOTION by Councilor Elm, seconded by Ludwig and carried, to adopt the resolution.

11.2 R19-13446 Resolution designating certain banks and investment firms as depositories for the City and updating authorized signatures.
MOTION by Councilor Fennessey, seconded by Bender and carried, to adopt the resolution.

11.3 R19-13447 Resolution from Environmental Services Division declaring official intent to reimburse expenditures from proceeds of borrowing relating to the improvements at the Combined Sewage Treatment Plant 5.
MOTION by Councilor Dalbec, seconded by Elm and carried, to adopt the resolution.

11.4 R19-13448 Resolution from Environmental Services Division authorizing the Director of Public Works as the authorized representative to file applications for financial assistance from State of Wisconsin Environmental Improvement Fund.
MOTION by Councilor Dalbec, seconded by Fennessey and carried, to adopt the resolution.

12. ORDINANCES

12.1 O19-4159 Ordinance introduced by the Human Resources Committee amending Chapter 43-82, Residency.
MOTION by Councilor Fennessey, seconded by Ludwig and carried, to adopt the ordinance.

12.2 O19-4160 Ordinance introduced by the Public Works Committee amending Chapter 90-83, Wisconsin Point, Access and Parking.
MOTION by Councilor Kern, seconded by Ludwig and carried, to adopt the ordinance.

12.3 O19-4161 An Ordinance introduced by the Public Works Department of the City Of Superior amending City Code Chapter 112 - Traffic Code, Schedule J, Disabled Parking Zones, by removing 1216 Hughitt Avenue.
MOTION by Councilor Elm, seconded by Fennessey and carried, to adopt the ordinance.
12.4 O19-4162 An Ordinance introduced by the Public Works Committee amending the City Code, Chapter 112, Traffic Code, Article VII, Schedule I, Streets Excluded From Calendar Parking by adding John Avenue – between North 58th and North 59th Streets from 8 a.m. to noon on Sundays and from 4 p.m. – 8 p.m. on Wednesdays. 
MOTION by Councilor Olson, seconded by Sutherland and carried, to adopt the ordinance.

13. BUSINESS BY PUBLIC

Meeting adjourned at 7:26 p.m.

Respectfully submitted,  
Terri Kalan, City Clerk  
Superior, Wisconsin

Approved this 20th day of August, 2019.

Attest: ____________________________  
Mayor

_____________________________  
City Clerk
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD MEETING
CITY OF SUPERIOR
THURSDAY, JULY 25, 2019

The Community Development Block Grant Advisory Meeting for the City of Superior was called to order by Community Development Manager Krista Anderson at 2:00 p.m. in the Government Center Conference Room 204.

ROLL CALL

Members present: Warren Bender, Nick Nelson, Garnet Moffat,
Members excused: Sunshine Lemieux, John McCormick
Staff present: Krista Anderson

There being a quorum present, the meeting was in order.

APPROVAL OF MINUTES

MOTION by Board Member Bender, seconded by Moffat and carried to approve the minutes of July 16, 2018.

NEW BUSINESS

1. CDBG Public Service Allocations

MOTION by Board Member Moffat, seconded by Bender, and carried to go into closed session.

MOTION by Board Member Bender, seconded by Nelson, and carried to reconvene in open session.

MOTION by Board Member Bender, seconded by Nelson, and carried to approve the 2020 CDBG Public Service Allocations as attached.

MOTION by Board Member Bender, seconded by Nelson, and carried to redistribute funding if the total allocation falls within fifteen percent without Board approval.

ADJOURNMENT

MOTION by Board Member Bender, seconded by Nelson, and carried to adjourn the meeting. The meeting adjourned at 2:50 p.m.

Respectfully Submitted by:
Krista Y. Anderson
Community Development Manager
PARKS AND RECREATION COMMISSION  
July 25, 2019  
Room 204, Government Center

Members Present:  Keith Kern, Gene Rosburg, Brittany Berrens Markgren, Elizabeth Norén, Ruth Ludwig, Jemal Broussard, Tom Wondolkowski

Also Present:  Linda Cadotte, Angie Harker, Russ Behlings, Brent Fennessey, Shelley Nelson, Shawna Anderson, Charmaine Swan, Pat McKone

1. Approval of June 27, 2019 meeting minutes

MOTION by Rosburg, seconded by Norén, and carried to approve Parks and Recreation Commission minutes of June 27, 2019.

2. IMBA Standards
Park Superintendent Russ Behlings gave an overview of the IMBA (International Mountain Biking Association) Trail Standards and passed around the IMBA trail building book. Behlings indicated this is a great resource and is favored over the U.S. Forest Service trail standards and could be used as a guide for maintenance of current and new trails.

MOTION by Kern, seconded by Rosberg, and carried to approve adopting IMBA trail standards for City trails.

3. Buskering locations
Cadotte reviewed the buskering policy which limits the activity to the Barker’s Island boardwalk near the Lake Superior NERR building. She has recently received a request to allow buskering in other areas. The department has received only two buskering requests over the past four years. After discussion, commissioners recommended adding two more sites where buskering would be permitted: Barker’s Island Beach and Center City Park, with the stipulation that buskering would not be allowed at any of the sites if there were a festival/other event/park reservation at the site (due to concerns about potential user conflicts). The group was not in favor of opening up all parks to buskering at this time. The commission indicated the department may update the policy and application form and move forward with the changes.

MOTION by Kern, seconded by Ludwig, and carried to approve three sites for buskering: Center City Park, Barker’s Island Beach and the existing site, the Barker’s Island boardwalk behind the NERR, with no buskering permitted when there are festivals/other events/park reservations at these sites.

4. Wisconsin Point boat launch – consider launch fee
Cadotte indicated there will be two improved launches on Wisconsin Point when the access/ improvement project is finished, a boat launch with a concrete pad (no dock) and a rustic paddle launch. She explained that since there will now be amenities at the boat launch i.e. restrooms nearby, trash, recycling and parking, the commission could recommend adding the Wisconsin Point launch to our list of sites that require a boat launch pass. Behlings noted that he has observed mostly duck hunters using this launch. It was mentioned that it could be difficult to enforce the launch pass requirement, as oftentimes people with smaller boats put them in the
back of their truck versus using a boat trailer (which is how enforcement determines if someone has launched a boat). Ultimately, commissioners felt that since amenities would now be available, charging a launch fee seems appropriate.

**MOTION by Ludwig, seconded by Norén, and carried to add the Wisconsin Point boat launch to the list of launches that require a boat launch fee.**

5. “Smoke Free” Parks
Councilor Brent Fennessey referred this item to the commission. He indicated that many public areas are now smoke free and our city parks, which are geared towards children/youth, are not. He also mentioned that there is cigarette butt litter in the parks as receptacles are not provided. Fennessey suggested an ordinance prohibiting or limiting smoking in all city parks. Charmaine Swan and Pat McKone of the American Lung Association were present and materials from their organization were distributed including a draft outdoor recreational area tobacco free policy.
Swan indicated that 16 municipalities in the State have smoke-free laws and per data from the American Non-Smokers Rights Association, approximately six have blanket policy smoke free parks. There was a lengthy discussion, which included questions about enforcement, exempting parks that hold special events (such as Barker’s Island Festival Park), allowing smoking so many feet from playgrounds, prohibiting vaping and chewing tobacco, etc. One suggestion was that all park property be designated smoke free; including all parks, ballfields, trails, the municipal forest and Wisconsin Point. Some commissioners were in favor of enacting a smoke free ordinance, while others voiced opposition to a blanket ordinance. Commissioners agreed that more discussion is imperative and should be sought prior to moving forward.

**MOTION by Kern, seconded by Ludwig, and carried to hold in committee the issue of “Smoke Free” Parks until the next meeting.**

6. Parks, Recreation & Forestry Director’s Report
Cadotte provided an update on the following:
- **Park swings:** New adult to adult and adult to child facing swings will be installed soon in Central, Allouez, Billings and Benny Peterson Parks.
- **Millennium Trail mountain bike trails:** Park staff met with Henry Campbell and walked and flagged the trail, along with the City’s Environmental Regulatory Coordinator Darienne McNamara and Steve LaValley of the Wisconsin DNR, who recommended boardwalk over wetlands. The 116 feet of boardwalk would cost an estimated $5500 in lumber. In addition, within the next two weeks the DNR will be sending a letter confirming that no permitting will be needed to move forward. It is not anticipated that this would be received in time for Campbell to start the project before he leaves town for college however. Behlins estimates it would take a crew of six roughly 30 hours (based on IMBA standards) to complete this trail by hand, not including the boardwalk. The commission was supportive of Campbell picking the project up again next spring.
- **Playground surfacing update:** To bring playgrounds into safety compliance, engineered wood fiber (EWF) is being installed in place of sand at Bear Creek, Allouez, Gouge, Benny Peterson, Jack Ennis, Hammond, Heritage and Central Parks. One complaint was received about the sand being removed as the caller indicated her children like to play in the sand. Harborview Park will be resurfaced with rubber mulch after some painting is completed there.
• Zagster Bike Share: Staff was unable to log in to the Zagster website due to technical difficulties, therefore Cadotte will share screenshots of the statistics with the commission when the meeting minutes are distributed.

• Bear Creek Trail: Behlings indicated that the gravel has been installed and we are waiting on lumber for the boardwalks. Cadotte indicated that the CDBG grant has been submitted for improvements to Bear Creek Park as discussed at the last meeting.

Kern announced the meeting adjourned at 6:05 p.m.

The next Parks & Recreation Commission meeting will be held Thursday, August 22nd at 5:00 p.m.

Minutes submitted to the Council Meeting of August 20, 2019.
MAYOR’S COMMISSION ON COMMUNITIES OF COLOR
Minutes
May 13, 2019

Present: Chair Kym Young, Stephan Witherspoon, Jerel Benton, Pat St. Germaine, Rani Gill

Excused: Natasha Lancour

Also Present: Tom Dalbec, DC Sheriff and Jeremy Brown, Carpenters Union

1. Chair Young opened the meeting.

2. Approval of Minutes of January 14, 2019 Meeting.
   Motion by Benton, seconded by Young, to approve the Minutes of January 14, 2019 meeting. Motion passed.
   
   Young wanted it noted that her health is declining and it is very important to recruit new members. She is asking each Commission Member to bring forward a name of a perspective member to be considered.

3. Douglas County Sheriff Dalbec invited to talk about the Jail.
   Witherspoon wanted to share his concerns regarding his visits to the Jail when he visits an inmate. There seems to be no protocol as to how the visits are conducted.
   Dalbec advised to get ahold of Leslie Walker, Program Coordinator for the Jail. She will be able to lay the groundwork.
   Jerel Benton is a Reverend and needed access to visit and comfort the inmates. Dalbec said that should be no problem.
   Another concern from St. Germaine was how women who came in on opiates when they are pregnant dealt with. Dalbec said he would get the correct information and report back.
   Douglas County also houses inmates from St. Louis County when they don’t have enough space.

4. Vandalism at Northern Lights School.
   No update. It was noted that there is a teacher of color at this school and hopefully they will start incorporating cultural events in school.
5. **Recommendation on proposal to make MLK day a paid City holiday.**
   The Human Resources Committee for the City did not pass the recommendation. It will be brought up again later.

6. **Recommendation by CCC to remove Columbus Day and replace with Indigenous People’s Day.**
   Motion by Young, seconded by Benton to remove the language. Motion passed.

7. **New Members?**
   Geraldine Castilla Carbonell
   Patricia Staine
   Benton said he is looking for somebody else from UWS. The goal is to have 9 members on the Commission.

   Jeremy Browen introduced himself. He is a Representative of the North Central States Regional Council of Carpenters. He handed out a Community Benefits Policy Implementation Guide adopted by the City of Duluth. The purpose of this Policy is to generate maximum economic and workforce benefits and also to encourage women and persons of color. They will be considered if they are homeless, custodial single parent, criminal record of conviction, etc. Applicant has to have a good attitude and the willingness to learn on the job. They will need transportation. No action.

8. **Upcoming Training: RAW as facilitators.**
   Young mentioned training for the Commissioners. Also initiate training for City employees. School District has one coming up, try and incorporate more people of color. This will be a recommendation to the Mayor.

9. **Any other business.**
   Young requested a Proclamation for Juneteenth Day. One will be provided.

10. **Next meeting Monday, June 10, 2019 @ 4:00 pm, in Room #300.**

11. **Adjournment.**
    Motion by Witherspoon, seconded by Benton to adjourn the meeting at 4:50 pm.

Respectfully submitted:

Rani Gill
Chief of Staff to the Mayor
MAYOR'S COMMISSION ON COMMUNITIES OF COLOR
Minutes
July 8, 2019

Present: Jerel Benton, Natasha Lancour, Pat St. Germaine, Rani Gill

Excused: Chair Kym Young, Stephan Witherspoon

Also Present: Deonne Nelson and Eimony Tatyana Canito

1. Commissioner Benton opened the meeting at 4:09 pm. Introductions were made for the two citizens attending. Interested in becoming members of the Commission.

2. Approval of Minutes of May 13, 2019 Meeting. Motion by Benton, seconded by Lancour. Motion passed.

3. Revisit CCC meeting time. Motion by Benton, seconded by Lancour to keep it the same. Motion passed.

4. Commission’s meeting attendance. Need more discussion.

5. Working language for Indigenous People’s Day recommendation. (Councilor Jenny Van Sickle willing to sponsor and assist with the re-dedication of WI Point Native Burial Grounds) Jenny and Pat should be at the table. Indigenous People’s Day Proclamation would be in October. WI Point grand opening is being planned for September 20th.

6. New Commissioner Recommendations: Each Commissioner is asked to submit one candidate’s name and contact information (still tabled) Both Benton and Lancour said they had people in mind and would ask them to send an email or letter of interest to the Mayor’s Office.

7. Any other business. None.
8. **Next meeting Monday, August 12, 2019 @ 4:00 pm, in Room #300.**

9. **Adjournment.**
   Meeting adjourned at 4:28 pm.

Respectfully submitted:

Rani Gill
Chief of Staff to the Mayor
REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR
MEETING MINUTES
Tuesday, August 13, 2019

The Redevelopment Authority of the City of Superior meeting was called to order by Chair Mike McCoshen at 3:00 p.m. in the Government Center Room 204.

ROLL CALL

Members present: Mayor Paine, Doug Finn, Deb Emery, Mike McCoshen, Anne Porter
Members excused: Jenny VanSickle
Staff present: Jason Serck, Allison Johnson, Bob Toffey
Others present: Shelley Nelson, Sandy Hoff

There being a quorum present, the meeting was in order.

APPROVAL OF MINUTES

MOTION by Board Member Paine, seconded by Finn, and carried, to approve the minutes of April 3, 2019.

NEW BUSINESS

1. Public Hearings
   a. Notice of Public Hearing to Lease Real Property to Lakehead Constructors, Inc.
      i. Resolution of The Redevelopment Authority of the City of Superior, Wisconsin Approving Execution of a Sign Lease with Lakehead Constructors, Inc.
      1. Draft Sign Lease
         Serck explained that Lakehead Constructors would like to move their large rock that they use as a sign to their new location. It will need to be placed on Redevelopment Authority land near the entrance to their facility. This will be a 30 year lease with two 10 year extensions available. Lakehead will be paying $800 upfront to cover the costs associated with 50 years of leasing the 20’x20’ area.

         McCoshen opened the public hearing for consideration of the Lease of Real Property to Lakehead Constructors, Inc. No one spoke for or against the lease and the public hearing was closed.

         MOTION by Board Member Finn, seconded by Porter, and carried to approve the Resolution of The Redevelopment Authority of the City of Superior, Wisconsin Approving Execution of a Sign Lease with Lakehead Constructors, Inc.
b. Notice of Public Hearing to Sell Real Property to RK Winter Street LLC
   i. Resolution of The Redevelopment Authority of the City of Superior, Wisconsin Approving a Development Agreement with F.I. Salter, Inc. and RK Winter Street LLC
      1. Draft of Development Agreement

Sercck introduced a new project being developed in the Winter Street Industrial Park. F.I. Salter is developing a new facility for Rihm Kenworth to relocate to. They will be building a 28,000SF building that will house their sales, service and office space for the trucking company. F.I. Salter plans to develop the property and lease it to Rihm Kenworth. The development is about a 5.7 million dollar investment with RACS providing a grant at the completion of construction for $350,000 to go towards site improvements. Sandy Hoff, with F.I. Salter, added that Rihm Kenworth will be doubling the size of their current facility which will increase their sales and there will be an option for Rihm to buy out the lease.

McCoshen opened the public hearing for consideration of the Sale of Real Property to RK Winter Street LLC. No one spoke for or against the sale and the public hearing was closed.

MOTION by Board Member Paine, seconded by Porter, and carried to approve the Resolution of The Redevelopment Authority of the City of Superior, Wisconsin Approving a Development Agreement with F.I. Salter, Inc. and RK Winter Street LLC

2. Resolution of The Redevelopment Authority of the City of Superior, Wisconsin, Approving an Amendment to Development Agreement with Superior Hotel Group, LLC
   a. Draft Amendment to Development Agreement

Sercck mentioned that the amendment to the development agreement is to change the timeline for the start of construction. Cobblestone plans to start construction in March of 2020. Nothing else has changed in the agreement.

MOTION by Board Member Paine, seconded by Porter, and carried to approve the Resolution of The Redevelopment Authority of the City of Superior, Wisconsin, Approving an Amendment to Development Agreement with Superior Hotel Group, LLC.

3. Discussion on status of Central Flats project.

Sercck introduced a new project that will come before the Authority at the next meeting. P & R Properties Twin Ports LLC purchased the old Central High School site and is planning a 23 million dollar mixed use development. There will be 130 residential units and 12,500SF of commercial space available. The property is located in a distressed TIF district so the property will be removed from the current TIF district and a new district will be created to help provide incentives for the
project. The developers plan to try and mimic the streetscape of the old Central High School with a similar façade, footprint of building and walkability to the surrounding area. The Development Association is helping to fill the retail spaces with businesses that provide services to the now dense neighborhood in the surrounding area. This is a large site along the newly reconstructed Belknap Street and will help fill the Belknap corridor.

4. Discussion on status of Carnegie Library project.

Andrew Osterlund, a Superior native, has purchased the historic Carnegie Library with plans in place for a 3.5 million dollar rehabilitation of both the inside and outside of the building to provide a Co-working Office Space available for several types of services. Office space, retail, restaurant, event rental, and education uses are among some of the uses allowed in the space. They will be working with the Redevelopment Authority to gain funding support for a portion of the project. They have already begun work on the exterior of the building and have some tenants lined up.

OTHER BUSINESS

Serek welcomed Deb Emery to the board.

ADJOURNMENT

The meeting adjourned at 3:30 p.m.

Respectfully Submitted by:
Allison Johnson
Planning Technician
Facility Description.

Superior Refining Company LLC, located at 2407 Stinson Avenue, Superior, Douglas County, Wisconsin, FID 816009590, submitted to the Department of Natural Resources (DNR) a permit application, including plans and specifications for a project to repair or replace damaged equipment at a petroleum refinery. The project includes the installation of 2 new process heaters, 2 new asphalt storage tanks and the modification of a number of existing refinery processes, including the fluid catalytic cracking unit, the vacuum unit, portions of the crude unit, the alkylation unit, a petroleum storage tank and cooling tower no. 1. The proposed project is being aggregated with the miscellaneous components project authorized under construction permit 16-RAB-199.

Air pollution control construction permit no. 19-RAB-057.

Application Review.

DNR has made a preliminary determination that the application meets state and federal air pollution control requirements and that the permit should be approved. You can review the permit application, the DNR’s analysis and draft permit prepared by the DNR at the Department of Natural Resources Bureau of Air Management Headquarters, Seventh Floor, 101 South Webster Street, Madison, Wisconsin, 53703; and at West Central Region Headquarters, 1300 W. Clairemont Avenue, Eau Claire, WI 54701; This information is also available for downloading from the Internet at http://dnr.wi.gov/topic/AirPermits/Search.html.

For questions on the permit application, the DNR’s analysis and the draft permit prepared by the DNR, or to make arrangements to review the documents at a DNR office, please contact Ronald Binzley at (608) 264-9243 or by e-mail at Ronald.Binzley@wisconsin.gov.

The permit application is being reviewed under the Prevention of Significant Deterioration (PSD) Program [ch. NR 405, Wis. Adm. Code] for particulate matter (PM/PM_{10}/PM_{2.5}); nitrogen oxides (NOx); carbon monoxide (CO); and sulfur dioxide (SO_{2}), volatile organic compounds (VOC), hydrogen sulfide (H_{2}S), and greenhouse gases (GHG). The impact of the project is below significant impact levels (SIL) for PM_{10}, PM_{2.5}, SO_{2}, and NO_{2}, so the project will not cause or contribute to any violation of ambient air increments.

The department has made the determination under ch. NR 150, Wis. Adm. Code, that this type of proposal normally does not have the potential to cause significant adverse environmental or secondary effects.

This is a preliminary determination and does not constitute a final approval from the Air Management Program or any other DNR sections which may also require a review of the project.

Public Comments.

Interested persons wishing to submit written comments on the application or DNR’s review of it or wishing to request a public hearing should do so within 30 days of publication of this notice. Posting and Public Comment Deadline dates can also be found on “Air permit public notices” web page located at http://dnr.wi.gov/cias/am/amexternal/public_notices.aspx. Comments or request for hearing should be sent to:

Wisconsin Department of Natural Resources, Bureau of Air Management, 101 S. Webster Street, Box 7921, Madison, WI 53707-7921. Attn.: Ronald Binzley.

NOTICE IS HEREBY GIVEN that, pursuant to ss. 285.13(1), 285.61(7), and 285.62(5) Wis. Stats., DNR will hold a public hearing to receive public comments on the air pollution control permit application for the construction of the proposed facility modifications. All comments received by DNR on the proposed project will be considered by DNR prior to making its final decision regarding this project.

Notice is further given that the public hearing will be held:
Tuesday, August 27, 2019 at 12:00 PM

RECEIVED
AUG 1 4 2019
City Clerk
Government Center – Room 270
1316 N. 14th Street
Superior, WI 54880

All comments received by the DNR at the public hearing if one is held, and prior to the close of the comment period, will be considered prior to making a final decision regarding the proposed project. After the close of the public comment period, a final decision will be made on whether to issue or deny the air pollution control permit. Information on the public commenting and hearing process is available at http://dnr.wi.gov/topic/AirPermits/Process.html.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By /s/ Susan Lindem
Susan Lindem
Air Management Program Supervisor
Finance Committee Proceedings  
City of Superior  
August 08, 2019

Members Present: Craig Sutherland, Tylor Elm and Jack Sweeney  
Staff Present: Mayor Paine, Jean Dotterwick, Jane Michel, Tom Andersen, and Linda Cadotte  
Others Present: Shelley Nelson and Taylor Pedersen  
Members Excused: Keith Kern

Jack Sweeney called the meeting to order at 4:30 pm with a quorum present. Attendance was done by sign in.

1. Approval of the July 08, 2019 Finance Committee meeting minutes.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried unanimously to approve the July 08, 2019 Finance Committee meeting minutes.

2. 2019 Hotel/Motel tax collection updates:
   a. 2nd Quarter report from Superior-Douglas County Visitor Bureau.
   b. 2nd Quarter report from Superior Tourism Development Fund (TDF).

President, CEO, Taylor Pedersen, gave a brief update of the 2nd quarter for Superior-Douglas County Visitor Bureau and the Superior-Tourism Development Fund (TDF). He is pleased as to how 2019 is progressing. A question and answer period followed.

Motion was made by Tylor Elm, seconded by Craig Sutherland to receive and file the 2019 Hotel/Motel tax collection updates.

Motion was made by Craig Sutherland, seconded by Tylor Elm and carried to go into closed session for items A., B., and C. - matters related to the golf course.

3. Seeking approval for matters related to the golf course:
   a. To terminate the Nemadji Public Golf Course, Inc. lease as of November 4, 2019;

Mark Carlson has requested to be released from his current contract on November 4, 2019 instead of his original date of December 31, 2019. A discussion ensued.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried to terminate the Nemadji Public Golf Course, Inc. lease as of November 4, 2019.

b. Revise the agreement start date with Kemper Sports to November 5, 2019;

With the request to release Mark Carlson at an earlier date, it is recommended to move the start date with Kemper Sports to November 5, 2019 to ensure a smooth transition and to oversee operations at the course for the month of November. A discussion ensued.
Motion was made by Craig Sutherland, seconded by Tylor Elm and carried to revise the agreement start date with Kemper Sports to November 5, 2019.

c. Revise the 2019 allocation in the CIP from $150,000 to $500,000;

Discussion ensued regarding cost estimates, whether through purchase, lease or lease to purchase to transition to Kemper Sports management will need to cover the purchase of Mark’s items and additional items needed and future capital needs beyond the transition.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried to revise the 2019 allocation in the CIP from $150,000 to $500,000.

A second discussion ensued regarding gift cards issued under Mark Carlson’s tenure and if they should be honored after November 4, 2019.

Motion was made by Craig Sutherland, seconded by Tylor Elm and carried to not honor use of Mark Carlson’s gift card/certificates issued prior to November 4, 2019 and to start a campaign educating the citizens regarding this information.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried to move into open session.

d. Waive the formal bidding procedures and allow the purchase or lease of capital needs for the golf course through Kemper Sports’ preferred pricing.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried to waive the formal bidding procedures and allow the purchase of lease of capital needs for the golf course through Kemper Sports’ preferred pricing.

4. Held from July 8, 2019 Finance Committee meeting – Review update from Ehlers on potential refunding of existing bonds.

Acting Assistant Finance Director, Jane Michel, handed out an analysis of the estimated refunding savings for potential refunding of existing bonds, while Internal Auditor, Tom Andersen, informed the committee of the possible savings opportunities. A question and answer period followed.

Motion was made by Tylor Elm, seconded by Craig Sutherland and carried to receive and file the update from Ehlers on potential refunding of existing bonds.

5. Held from July 8, 2019 Finance Committee meeting – Request from councilors VanSickle and Olson to review funding options to install three adaptive Zagster bicycles.

Motion was made by Tylor Elm, seconded by Jack Sweeney and carried to hold in committee until the September meeting. Councilor Craig Sutherland opposed the motion then retracted his opposition.

**Motion** was made by Tylor Elm, seconded by Craig Sutherland and carried to receive and file the July, 2019 check register.


**Motion** was made by Craig Sutherland, seconded by Tylor Elm and carried to receive and file the General Fund Financial Statements.

8. General Financial Overview
   a. Update on top 3 financial concerns.

Acting Assistant Finance Director, Jane Michel, mentioned the top concerns being health insurance and the transitions in the Finance Department.

9. Other financial matters.

There were no other financial matters discussed.

Having no other business, the Finance Committee Meeting adjourned at 6:35 p.m.

Minutes respectfully submitted by Jean Dotterwick
### 2019 Direct Seller/Peddler
- David C. Corder

### 2019-2020 Massage Therapy Business
- **Yoga Tree Studio**
  -  

### 2019-2020 Taxicab Operator
- Arqueta Gutierrez, Carlos F.
- Black, Ronald R.
- Denninger, Bryan M.
  - Hipp, Brent G.
  - Rabbitt, Lori J.

### 2019-2021 Tavern Operator
- Anderson, Kristi J.
- Berry-Granquist, Nathan A.
- Ledin, Alexandra J.
- Orozco, Dominique
- Robare, Heidi A.
  - Stano, Olivia L.
  - Sundet, Kyle R.
  - Tretter, Danielle J.
  - Young, Brittney R.
APPLICATION TO AMEND THE PREMISE OF A CLASS B LIQUOR & BEER LICENSE FOR A SPECIAL EVENT

**Application must be filed with City Clerk’s Office at least 15 days prior to Council action**

Today’s Date: 05/10/19  What is the Special Event? Pride

Corporation Name: Health Enterprises Inc.

Trade Name: Main Club  Address: 1217 Tower Ave

Contact Person: Shaw Ross   Phone: 219-290-3077  Email: shaw.ross@ymail.com

Date & Time of Event: From 6/28 10 am  To 9/14 10 am

Amend the premise to include: Please be specific  Include Lynn and 40 x 60 area of loading doors  Signage front of bike

Do you own the premise to be added to your license? Yes  No  X  If No, list owner(s)  

If the property is City-owned, you must sign a lease to cover the amended premises

Band  DJ  None  *Music outdoors is allowed during the special event only: Sunday - Thursday 12:00 p.m. - 10:00 p.m. Friday & Saturday 12:00 p.m. - 12:00 a.m.

****If you are having a band you must have a Cabaret license (One Day Cabaret license $50)****

Will food be served?  Yes  X  No  If Yes, you must contact the Health Dept for their regulations.

What type of fence will you use to keep control of the amended premises?  Chain Link Snow Fence

What are your plans to respond to emergencies?  In house  Security  911

Security personnel to ensure crowd/noise/fire/litter control  Yes  No

By signing below I accept this license subject to revocation by the Council of the City of Superior, upon violation of any of the provisions of the Alcohol license ordinance.

Signature

(See back for requirements)

*************************************************************************************************************

Fee: $25 + $15 Health (if food at event) = ($40)  Receipt # 3465  Council: 8-20-19

Approvals:  Police Chief Date

Fire Inspector Date

Health Inspector Date

Sent for approvals: 8-8-19

Please return to Shannon Pettit, Deputy City Clerk 715-395-7595 by: 
August 7, 2019

TO: Mayor Paine and Common Council
FROM: Steve Panger, Fire Chief
RE: 2019 CIP Vehicle Purchase

**Background**

As required under Article XI, Section 2-379 (b) of City Code I am providing a summary of the proposed purchase of (2) 2020 Chevrolet Tahoes to replace the Fire Department’s current Unit #225 Fire Inspector Vehicle and Unit #223 Fire Battalion Chief’s vehicle. Funding in the total amount of $80,000 was budgeted and approved by Council in the 2019 CIP to purchase and equipped these vehicles.

Per Article IX, sec 2-378 (8) the purchase meets the criteria for exception to the customary bidding procedure. A purchase order was secured for State of Wisconsin municipal negotiated pricing for the purchase of (2) 2020 Chevy 4x4 commercial Tahoes at a total cost of $73,204 through Ewald Automotive Group, N48 W36833 E. Wisconsin Ave., Oconomowoc, WI 53066. Inquiries into Wisconsin State Contract can be made to Scott Kussow, Director of Commercial and Fleet Services (262) 567-5555.

With the purchase of these new vehicles we will be retiring a 2004 Chevy Tahoe and a 2003 Chevy Suburban from the fleet; both of which have reached their expected service time.
Funding Source:
2019 CIP funding

Conclusion:
I am requesting Council approval for the purchase of (2) 2020 Chevy 4x4 commercial Tahoes at a total cost of $73,204 through Ewald Automotive Group, N48 W36833 E. Wisconsin Ave., Oconomowoc, WI 53066.

Mayor Jim Paine
August 12, 2019

TO: City Councilors

FROM: Cammi Koneczny, Human Resources Director
      Mayor Jim Paine

RE: Confirmation of Ashley Puetz as Assistant Finance Director

Recommendation: Confirm Ashley Puetz to the Assistant Finance Director position.

Per City Ordinance, Section 42-21(5)*, we are recommending your confirmation of Ashley Puetz to the Assistant Finance Director position.

We recently completed a recruitment process to fill the Assistant Finance Director position and Ashley Puetz came out as our top candidate.

Ashley Puetz is a certified public accountant with six years of professional experience. She graduated cum laude from the University of Minnesota Duluth in 2014, majoring in accounting and minoring in financial planning. Ashley began her career in 2013 with an internship in private accounting and has worked the last five years in public accounting, her current position is a Tax Supervisor. She earned her CPA designation in 2015 and is a member of the American Institute of Certified Public Accountants. Ashley is eager to make a positive impact in the local community and hopes to do this through working for the City of Superior.

If you would like to discuss Ashley’s qualifications further, please contact me or Mayor Paine prior to the August 20th Council meeting and we can provide you with more details.

*City Ordinance, Section 42-21(5): (5)Appointment or promotion of employees. ... the appointment or promotion of city officers and of the regular full-time department heads and supervisory nonunion employees shall not become effective without confirmation by the common council.

I support and recommend confirming Ashley Puetz’s appointment to the Assistant Finance Director position:

[Signature]

Jim Paine, Mayor

[Date]
August 13, 2019

Common Council of the City of Superior  
1316 North 14th Street  
Superior, Wisconsin 54880

RE: Sale of Property to RK Winter Street LLC

Dear Councilors:

Pursuant to Wisconsin Statutes, Section 66.1333(9)(a)1.d., the Redevelopment Authority of the City of Superior (the "Authority") is required to submit a report to the Common Council of the City as to the terms, conditions and other material provisions of any sale of real property prior to such sale. On August 13, 2019, the Authority held a public hearing for the purpose of considering the sale of real property to RK Winter Street LLC.

The terms, conditions and other material provisions of the sale are contained in the Development Agreement among the Authority, F.I. Salter Company, Inc. and RK Winter Street LLC. A copy of the Development Agreement is attached hereto.

Respectfully submitted,

Jason Serck  
Executive Director

Enclosure

cc: Robert Toftey

M:\DOCS\08193\000315\MUN17W4791.DOC
DEVELOPMENT AGREEMENT

BY AND AMONG

REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN

AND

F.I. SALTER COMPANY, INC.

AND

RK WINTER STREET LLC

DATED AS OF AUGUST __, 2019

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 August, 2019, by and among the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), F.I. Salter Company, Inc., a Minnesota corporation ("F.I. Salter") and RK Winter Street LLC, a Wisconsin limited liability Company (the "LLC") and together with F.I. Salter, the "Company".

RECATALS:

WHEREAS, the Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in Wisconsin Statutes, Section 66.1333, adopted a Project Area Plan dated January 1, 2002, as amended on June 19, 2007 (the "Redevelopment Plan") and designated the boundaries of the City of Superior - Winter Street Industrial Park Project Area (the "Project Area"); and

WHEREAS, the Company has proposed a development, as hereinafter described, to be located within the Project Area, 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; and

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

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.

"Authority" means the Redevelopment Authority of the City of Superior, Wisconsin.

"Certificate of Completion" means the certification, in the form of the Certificate attached as Exhibit B hereto, provided to the Company pursuant to Section 4.03 of this Agreement, upon satisfactory completion of the Private Improvements.

"City" means the City of Superior, Wisconsin.

"Closing Date" means the date upon which the Authority and the Company close on the sale of the Development Property as provided in Section 3.01 which shall be a date mutually agreed to by the parties hereto and is scheduled to be September 30, 2019.

"Company" means collectively, F.I. Salter and the LLC.

"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 Development Property described on Exhibit A hereto.

"F.I. Salter" means F.I. Salter Company, Inc., a Minnesota corporation, or its successors or permitted assigns under this Agreement.

"Improvements" means the Site Improvements and the Private Improvements.

"Lease" means the Lease of the Project by the LLC to Rihm Kenworth.

"LLC" means RK Winter Street LLC, a Wisconsin limited liability company, or its successors or permitted assigns under this Agreement.

"Private Improvements" means each and all of the private improvements specified and provided in the Construction Plans, but generally described as the construction of an approximately 27,780 square foot truck sales and repair facility to be constructed by the Company on the Development Property. The land and building improvement are expected to cost approximately $5,000,000.

"Project" means the Development Property as improved by the Site Improvements and the Private Improvements.

"Rihm Kenworth" means Rihm Motor Company d/b/a Rihm Kenworth.

"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 for site preparation and soil correction, as set forth in the Construction Plans and as described in Section 4.04 hereof.

"Termination Date" means the earlier of the following: (i) the date on which the Development Grant has been repaid to the Authority pursuant to Section 5.02 or Section 7.02, or (ii) December 31, 2025.

"Transfer" has the meaning given in Section 5.04A of 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    Diagram of Development Property
Exhibit B    Form of Certificate of Completion
Exhibit C    Schedule
Exhibit D    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 as follows:

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. A. The Company represents and warrants as follows:

(i) F.I. Salter 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 organizational documents 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 corporate action.

(ii) RK Winter Street LLC is a limited liability company duly organized and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its Articles of Organization, its Operating Agreement or the laws of the State of Wisconsin, 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 corporate action.

B. The Company 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 Improvements may be lawfully constructed.

C. 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.

D. The Company expects that the estimated market value for real property tax purposes for the Development Property upon completion of the Improvements will be approximately $4,000,000.

E. The Company agrees that the Project shall be operated by Rihm Kenworth pursuant to the Lease through the Termination Date.

Section 3. Real Estate; City Undertaking.

3.01 Conveyance. On the Closing Date, unless otherwise agreed by the parties, the Authority shall convey title and possession of the Development Property to the LLC under a quit claim deed (the “Deed”). The conveyance of the Development Property and the LLC’s use of the Development Property shall be subject to all of the conditions, covenants, restrictions, and limitations imposed by this Agreement and the Deed. The Authority shall convey the Development Property “as is” as of the Closing Date and the Authority and the City make no warranty as to the condition of the Development Property or its suitability for the purposes of the Company. The Company’s use of the Development Property shall be subject to the covenants and restrictions contained herein, to building and zoning laws and ordinances and all other local, state, and federal laws and regulations. The Company may terminate this Agreement (i) if it determines that title to the Development Property is not marketable; and (ii) if the City has not completed the removal of approximately 20,000 cubic yards of clay presently located on the Project Site from the Winter Street utility/street project (but not the second pile of material placed on the Development Property in approximately 2000); such removal shall commence within 30 days of the date of execution of this Agreement and completed within 60 days thereafter.

3.02 Conditions Precedent. The Authority’s obligation to convey the Development Property to the Company shall be subject to satisfaction of the following conditions precedent:

   (i) The Company shall be in material compliance with all the terms and provisions of this Agreement;

   (ii) The Company shall have obtained financing for construction and equipping of the Improvements satisfactory to the Authority;
(iii) The Authority shall have approved the Construction Plans pursuant to Section 4.01 hereof; and

(iv) The Company has entered into the Lease with a term of at least 15 years.

The Company agrees that if, upon the Closing Date, the conditions precedent provided hereinabove are not satisfied, the Authority shall have no obligation under this Agreement to convey the Development Property to the Company.

3.03 Purchase Price. On the Closing Date, the Company shall pay the Authority an amount equal to $2.00 per square foot times the number of square feet in the Development Property, based on the certified survey map of the Development Property, as the purchase price for the Development Property; such amount being the fair market value of such property. Unless otherwise mutually agreed by the Authority and the Company, the closing shall be made at the Government Center. The Company shall pay all costs in connection with the recording of the deed, including transfer tax and recording fee.

3.04 Title. The Authority shall voluntarily take no actions to encumber title, or fail to take any necessary actions to prevent encumbrance of title, to the Development Property before the time at which the Deed is delivered to the Company. The Authority shall assist the Company in obtaining a title insurance policy on the Development Property at Company’s expense. Upon delivery of the Deed to the Company pursuant to this Section, all responsibilities and liabilities whatsoever with respect to title to the Development Property shall from such date forward be the sole responsibility of the Company.


4.01 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 the construction of an approximately 27,780 square foot truck sales and repair facility. The Company agrees that it will construct the Improvements on the Development Property in conformance with the Construction Plans. The Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the 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.

4.02 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction on the Site Improvements: (a) by November 1, 2019, or (b) 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, 2020. All work with respect to the Improvements to be constructed or provided by the Company on the Development Property shall be in conformity with the Construction Plans.
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 Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section of the Agreement.

4.03 Certificate of Completion. Promptly after completion of the 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. Such Certificate of Completion 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, and its successors and assigns, to construct the Improvements. The Authority reserves the right to issue the Certificate of Completion if the Improvements are completed, except for items which cannot be completed due to weather, and the Authority and the Company enter into an Escrow Agreement to assure full completion of the Private Improvements.

4.04 Site Improvements.

A. The Company shall undertake construction of the Site Improvements. The Site Improvements shall consist of soil correction and site preparations, including excavation and filling, foundations and parking lots, perimeter fencing, outdoor yard and parking lot lighting, landscaping, and engineering plans, soil tests and related costs in preparing for such work, as provided for pursuant to the Redevelopment Plan. The cost of the Site Improvements in an amount not to exceed $350,000 shall be paid by the Authority to the Company at the times and upon receipt of the documents required hereunder and in Section 4.05 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 Section 4.04A. 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 Section 4.04A. 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.

4.05 Payment for Site Improvements. Upon the Company providing the information required in Section 4.04B. and the copies of the paid invoices required in Section 4.04A., and upon the Authority’s issuing the Certificate of Completion, the Authority shall pay the Company, for expenses incurred for the Site Improvements through a development grant in the amount of $350,000 (the “Development Grant”).

6
Section 5. Insurance: Transfer; Indemnification.

5.01 Insurance.

A. The Company will provide and maintain (or cause to be maintained) at all times during the process of construction of the 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 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 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 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 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 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. The Company agrees to notify the Authority immediately in the case of damage exceeding $100,000 in amount to or destruction of the Improvements or any portion thereof resulting in fire or other casualty. In such event, the Company will forthwith repair, reconstruct and restore the 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. The Company shall complete the repair, reconstruction and restoration of the 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 Authority 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.

In the event the Company elects not to rebuild the Improvements as required in this Section, the Company shall, upon notice of its intent not to rebuild, pay to the Authority $350,000 less $50,000 for each complete calendar year the Rihm Kenworth occupies the Project pursuant to Section 2.02E.

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 as follows:

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 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. Any such Transfer shall be subject to the provisions of this Agreement. The Authority hereby approves the Lease to Rihm Kenworth, including a conveyance in fulfillment of the purchase option contained in the Lease.

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 Improvements, to operate and maintain the Project.

(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 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.

D. In the event the City does not approve the Transfer as required in this Section and the Company elects to terminate this Agreement, the Company shall, upon providing notice of intent to terminate this Agreement, pay to the Authority for the Development Grant in the amount of $350,000 less $50,000 for each complete calendar year Rihm Kenworth occupies the Project pursuant to Section 2.02E.

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 the 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 Improvements caused by any act of negligence of the Authority or the Indemnified Parties.

Section 6. [Intentionally Omitted]

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 4.

B. Failure by the Company to timely pay the real estate taxes on the Development Property and improvements thereon.

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 of Completion.

C. The Authority may require repayment of the Development Grant as if the Improvements 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.

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 the Company, is addressed or delivered personally to:

F.I. Salter Co. Inc.
301 W. 1st Street, Suite 715
Duluth, MN 55802
Attention: Sandy Hoff

and

RK Winter Street LLC
301 W. 1st Street, Suite 715
Duluth, MN 55802
Attention: Sandy Hoff

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

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

With a copy to:

Robert E. Toffey
Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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.

8.04 Termination of Agreement. This Development Agreement shall terminate on the Termination Date. Except for the provisions of Section 5.05, the Company shall have no obligation under this Agreement after the Termination Date. At the request of the Company, the Authority shall provide an acknowledgment, in recordable form, that the Termination Date has occurred.

[Remainder of page intentionally left blank]
REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN

By ________________________________
   Its Chair

By ________________________________
   Its Executive Director
F.I. SALTER COMPANY, INC.

By __________________________
          Its __________________________

RK WINTER STREET LLC

By __________________________
          Its __________________________
EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Lot 1 of Certified Survey Map No. 1395, located in part of Government Lots 2 and 3, Section 16, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin, such Certified Survey Map 1395, filed for record in the office of the Douglas County Register of Deeds on July 18, 2019, in Volume 10 of Certified Survey Maps, pages 225-226.
EXHIBIT B

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, by a Development Agreement (the "Agreement") dated as of August __, 2019, entered into by and between the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), F.I. Salter Company, Inc. ("F.I. Salter") and RK Winter Street LLC (the "LLC" and collectively with F.I. Salter, the "Company"), the Company has developed the real property (the "Site") described on the attached Exhibit A, by constructing or causing to be constructed, the improvements thereon according to the terms and conditions of the Agreement;

WHEREAS, pursuant to the Agreement, promptly after completion of all work of construction to be completed by the Company upon the Site, the Authority shall furnish the Company with a Certificate of Completion upon written request therefore by the Company;

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

WHEREAS, the Company has requested that the Authority furnish the Company with the Certificate of Completion; 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 has 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. The Agreement is therefore of no further force and effect, and all rights duties, obligations, and liabilities of the Authority and the Company thereunder regarding initial construction of the 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 _____________________________
Its Chair

By _____________________________
Its Executive Director

ACCEPTED BY:
F.I. SALTER COMPANY, INC.

By _____________________________
Its _____________________________

RK WINTER STREET LLC

By _____________________________
Its _____________________________
EXHIBIT A TO CERTIFICATE OF COMPLETION
Legal Description

Lot 1 of Certified Survey Map No. 1395, located in part of Government Lots 2 and 3, Section 16, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin, such Certified Survey Map 1395, filed for record in the office of the Douglas County Register of Deeds on July 18, 2019, in Volume 10 of Certified Survey Maps, pages 225-226.
## EXHIBIT C

### SCHEDULE

<table>
<thead>
<tr>
<th>Agreement Reference</th>
<th>Activity Required</th>
<th>Date</th>
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<tbody>
<tr>
<td>Section 3.01</td>
<td>Authority delivers Deed</td>
<td>Approximately September 30, 2019</td>
</tr>
<tr>
<td>Section 4.01</td>
<td>Construction Plans Approved</td>
<td>October 2019</td>
</tr>
<tr>
<td>Section 4.02</td>
<td>Company commences construction of Site Improvements</td>
<td>By November 1, 2019</td>
</tr>
<tr>
<td>Section 4.02</td>
<td>Completion of Private Improvements</td>
<td>December 31, 2020</td>
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<tr>
<td>Section 4.03</td>
<td>Authority signs Certificate of Completion</td>
<td>January 2021</td>
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EXHIBIT D

SOURCES AND USES OF FUNDS FOR PROJECT

**Sources**

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<td>Equity</td>
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<td>Development Grant</td>
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**TOTAL**

$5,691,598

**Uses**

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<th>Amount</th>
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<td>Purchase Price of Development Property</td>
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<tr>
<td>Construction of Private Improvements</td>
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</table>

**TOTAL**

$5,691,598
August 9, 2019

MEMORANDUM

TO: Members of the Common Council

FROM: Mayor Jim Paine

RE: Committee Appointments

Redevelopment Authority of the City of Superior (RACS)

Appoint Andrew Merritt, 1311 East 3rd Street, Superior, WI, for a five (5) term expiring August, 2024.

Thank you.

rg
Andrew Merritt
1311 East 3rd Street
Superior, WI 54880
715-209-7962
amerritt234@gmail.com
August 05, 2019
RE: Redevelopment Authority

Dear Mayor Paine,

As an ambitious and hardworking professional and father, I know that I can step into the Redevelopment Authority role and make a positive impact on the city of Superior’s goals. I believe your organization and my career goals are a strong match for a successful future.

I am a project manager for CMC Construction Inc. Within this position I am responsible for planning, directing, and coordinating activities of projects to ensure that goals and objectives of the project are accomplished within the prescribed time frame and budget. I accomplish this by communicating personally through project coordinators and superintendents. I evaluate project scopes, costs and budgets with accuracy through working closely with our team to ensure the end user and/or owner are satisfied.

Thank you for appointing me to the Redevelopment Authority. I look forward to the opportunity to be involved in the community and the city of Superior.

Sincerely,
Andrew Merritt
Aldersonperson introduced the following resolution and moved its adoption:


WHEREAS, the Redevelopment Authority of the City of Superior (the "Redevelopment Authority") is a redevelopment authority duly organized by the City of Superior, Wisconsin (the "City") pursuant to the provisions of Wisconsin Statutes, Section 66.1333 (the "Act"); and

WHEREAS, the Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in Wisconsin Statutes, Section 66.1333, adopted a Project Area Plan dated January 1, 2002, as amended on June 19, 2007 (the "Redevelopment Plan") and designated the boundaries of the City of Superior - Winter Street Industrial Park Project Area (the "Project Area"); and

WHEREAS, the City has designated the Authority as the agency to carry out business and industrial development within the City; and

WHEREAS, The Authority and Lakehead Constructors, Inc. (the "Company") have entered into a Development Agreement dated November 8, 2018 regarding the construction of an approximately 15,600 square foot office building and approximately 11,200 square foot shop/warehouse building to be constructed on property owned by the Company and legally described on Exhibit A attached hereto as the "Development Property". The Company has requested that the Authority permit the Company to place and maintain a sign identifying the Company’s business (the "Sign") on the Authority property legally described on Exhibit A attached hereto as the "Leased Premises" which is adjacent to the Development Property.

WHEREAS, the Authority and the Company desire to formalize the arrangement to lease Authority property as the location for the Sign and the requirements for operation and maintenance of such Sign; and

WHEREAS, a form of Sign Lease between the Authority and the Company has been submitted to the Common Council and is now on file in the office of the City Clerk (the "Sign Lease"); and

WHEREAS, the Authority held a public hearing on August 13, 2019, on the proposed sign lease as required by Wis. Stat. § 66.1333(9); and

WHEREAS, following the Authority’s approval of the Sign Lease on August 13, 2019, the Authority reported to the Council on the terms, conditions and other material provisions of such transaction as required by Wis. Stat. § 66.1333(9) (a)1.d., which included a transmittal from the Authority’s Executive Director and the form of the Sign Lease (the "Report"); and
NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Council hereby approves the Report.

2. The Council hereby approves the Authority entering into the Sign Lease with the Company.

Adopted: August 20, 2019.

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.
August 13, 2019

Common Council of the City of Superior
1316 North 14th Street
Superior, Wisconsin 54880

RE: Sign Lease with Lakehead Constructors, Inc.

Dear Councilors:

Pursuant to Wisconsin Statutes, Section 66.1333(9)(a)1.d., the Redevelopment Authority of the City of Superior (the “Authority”) is required to submit a report to the Common Council of the City as to the terms, conditions and other material provisions of any lease prior to such lease. On August 13, 2019, the Authority held a public hearing for the purpose of considering the sign lease with Lakehead Constructors, Inc.

The terms, conditions and other material provisions of the lease are contained in the Sign Lease between the Authority and Lakehead Constructors, Inc. A copy of the Sign Lease is attached hereto.

Respectfully submitted,

[Signature]

Jason Serck
Executive Director

Enclosure

cc: Robert Tofsey

M:\DOCS\08-93000014-MUNI\TX912.DOC
SIGN LEASE

This Sign Lease ("Lease") is made and entered into as of __________, 2019, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, Wisconsin, a public body, corporate and politic, duly organized and existing under the laws of the State of Wisconsin (the "Authority" or "Landlord"), and LAKEHEAD CONSTRUCTORS, INC., a Wisconsin corporation (the "Company" or "Tenant").

RECITALS

A. The Authority and the Company have entered into a Development Agreement dated November 8, 2018 regarding the construction of an approximately 15,600 square foot office building and approximately 11,200 square foot shop/warehouse building to be constructed on property owned by the Company and legally described on Exhibit A attached hereto as the "Development Property". The Company has requested that the Authority permit the Company to place and maintain a sign identifying the Company's business (the "Sign") on the Authority property legally described on Exhibit A attached hereto as the "Leased Premises" which is adjacent to the Development Property.

B. The Authority and the Company desire to formalize the arrangement to lease Authority property as the location for the Sign and the requirements for operation and maintenance of such Sign.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Landlord does hereby lease unto Tenant, and Tenant does hereby hire and take from Landlord, the real estate legally described on Exhibit A as the Leased Premises, solely for the purposes set forth in Paragraph 14 hereof.

1. Term: (a) The term of this Lease shall commence on the date hereof and continue until December 31, 2049, unless earlier terminated, subject to the option to renew the Lease as hereinafter set forth. At the expiration or termination of this Lease, Tenant shall deliver up and surrender to Landlord possession of the Leased Premises.

(b) Tenant shall have the option of extending this Lease for two additional ten-year terms; provided, however, that to exercise either option, the Lessee shall notify the Authority in writing of its intent to exercise its option by October 1, 2049, and in the event the first option is
exercised by October 1, 2059; and provided further, however, the Tenant is not in default under the terms of the Lease.

2. Rent.

(a) Rent under this Lease shall be $800.00 for the full term of this Lease, including any future renewals, payable in advance on the date hereof. Such rent is the fair market value of the Leased Premises as of the date of this Lease.

(b) **Net-Net-Net Lease.** This is a "net-net-net" lease, and Landlord shall not be required to provide any services or do any act in connection with the Leased Premises, and the rent reserved hereunder shall be paid to Landlord without any claim on the part of Tenant or diminution or abatement. Without in any way limiting the generality of the foregoing, Tenant shall be responsible for paying any and all real estate taxes, insurance, improvements, alterations and repairs with respect to the Leased Premises during the term of this Lease.

(c) **Additional Rent.** Tenant shall pay as additional rent during the term hereof, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof all taxes (including personal property taxes and taxes on rents, leases or occupancy, if any), charges for electrical power, excises, levies, license and permit fees and other governmental or quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or during the term hereof was or may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Leased Premises or any part thereof or any appurtenance thereto, any use or occupation of the Leased Premises, or such franchises as may be appurtenant to the use of the Leased Premises.

3. Contests.

(a) Tenant, if it shall so desire, may contest the validity or amount of any tax, in which event Tenant may defer the payment thereof during the pendency of such contest to the extent permitted by applicable law.

(b) Landlord shall not be required to join in any action or proceeding unless required by law or any rule or regulation in order to make such action or proceeding effective, in which event any such action or proceeding may be taken by Tenant in the name of, but without expense to, Landlord; Tenant hereby agreeing to save Landlord harmless from all costs, expenses, claims, loss or damage by reason or in connection with, on account of, growing out of, or resulting from, any such action or proceeding.

4. Insurance.

(a) Tenant will provide and maintain, or cause its contractors to provide and maintain, at all times during the term of this Lease, an All Risk Broad Form Basis Insurance Policy and from time to time during that period at the request of Landlord, furnish Landlord with proof of payment of premiums on policies covering the following:
(i) 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 bodily 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). Landlord shall be listed as an additional insured on the policy; and

(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.

(b) All insurance required in this section shall be issued by and maintained in responsible insurance companies selected by Tenant which is authorized and licensed under the laws of the State of Wisconsin to assume the risks covered thereby. Tenant will deposit annually, with the City Clerk of the City of Superior, 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. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Tenant and Landlord at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, Tenant may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event Tenant shall deposit with Landlord a certificate or certificates of the respective insurers as to the amount of coverage in force.

5. **Tenant’s Duty to Maintain.**

(a) Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises or the Sign, throughout the term hereof. Tenant hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance and management of the Sign of the Leased Premises, including but not limited to the performance of all burdens running with the land. Tenant shall take good care of the Leased Premises, make all repairs to the Sign, and the Leased Premises, foreseen and unforeseen, as the Landlord deems necessary and appropriate to maintain safety and an attractive, professional appearance. In the event of fire or any other casualty, Tenant shall either repair or replace the Sign or remove the damaged Sign and restore the Leased Premises to its original condition; such action must be commenced within one hundred twenty (120) days of the date the damage occurred and completed in a reasonable time thereafter.

(b) Tenant shall keep the Leased Premises free and clear of any and all mechanics’ liens or other similar liens or charges incidental to work done or material supplied in or about the Leased Premises and shall indemnify and hold Landlord harmless therefrom.

6. **Lease.** The parties acknowledge that this is a lease of land only.

7. **Assignment.** Tenant shall not sublet the Leased Premises, or any part thereof, and shall not assign or transfer this Lease, or any interest or rights herein, without the prior written consent of Landlord.
8. **Termination.** This Lease shall terminate if the Tenant no longer owns the Development Property unless assigned under the terms of Section 7 above. Upon termination of this Lease, Tenant shall remove the Sign within ninety (90) days after the Lease termination date and restore the Leased Premises described herein to its original condition, free and clear of all debris located on the Leased Premises. The Leased Premises shall revert back to the Landlord regardless of how the Lease was terminated, unless otherwise agreed upon by the Landlord. Said removal and restoration shall be subject to the approval and inspection of the Building Inspector of the City of Superior. If said improvements are not removed in said ninety (90) day period, the Landlord shall thereupon obtain said improvements or remove them at the Tenant’s expense. The Landlord reserves the right to terminate this Lease if the Outlot 1 Property, described on Exhibit A, is needed for the Authority’s redevelopment purposes.

9. **Default.** In the event that Tenant shall default in the performance of any of the covenants and obligations contained in this Lease, or if the interest of Tenant hereunder shall be taken on execution or other process of law, or if Tenant shall petition to be or be declared bankrupt or insolvent or if Tenant shall vacate or abandon the Leased Premises, then Landlord shall have the following rights, which are in addition to any and all rights, remedies and recourses given to Landlord by virtue of the terms, conditions or provisions of this Lease or any other legal remedies available under law, all of which rights and remedies are distinct, separate and cumulative, and which may be exercised by Landlord immediately without notice or demand to declare this Lease forfeited and void, re-entering and taking full and absolute possession of the Leased Premises, the Sign and improvements thereto, free from any right or claim of Tenant, or any persons claiming through or under Tenant.

10. **Indemnification.**

(a) Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, damages and lawsuits arising out of or in connection with Tenant’s occupancy, use and enjoyment of the Leased Premises and those claiming under or through Tenant and any orders, decrees or judgments which may be entered therein, for damages or alleged damages resulting from any injury to any person or property or from loss of life sustained in or about the Leased Premises, and Tenant agrees to save Landlord harmless from and indemnify Landlord against any and all injury, loss or damage of whatever nature to any person or property caused by or resulting from any act, omission or negligence of Tenant or any employee or agent of Tenant or any other person.

(b) In addition, Tenant hereby releases Landlord from any and all liability for any loss or damage caused by fire or any other casualty, whether or not insured, including, without limitation, damage or injury caused by or resulting from electricity, gas, water, or interruption thereof, rain, ice or snow, or any leak or flow from or on to any part of the Leased Premises or from any damage or injuries resulting or arising from any cause or happening whatsoever, and Tenant shall defend, indemnify and hold Landlord harmless therefrom, regardless of the cause.

11. **Condition of Leased Premises: As-Is.** Tenant represents that the Leased Premises, the title to the Leased Premises, any subsurface conditions thereof, and the present uses and nonuses thereof, have been examined by Tenant and that Tenant accepts the same in the
condition or state in which they or any of them may be, as-is, without representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord.

12. **Quiet Enjoyment.** Subject to all of the conditions, terms and provisions contained in this Lease, Landlord covenants that Tenant, upon paying the additional rent and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on its part to be kept, shall quietly have and enjoy the Leased Premises during the term hereof, without hindrance or molestation by Landlord.

13. **Miscellaneous.**

(a) The paragraph headings herein are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

(b) This Lease shall be governed by the laws of the State of Wisconsin.

(c) This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

14. **Use of Premises.** Tenant shall use the Leased Premises only for the following use: the placement and maintenance of a sign identifying the Company’s business on the Leased Premises. Landlord disclaims any warranty that the Leased Premises are suitable for the Sign, and Tenant acknowledges that it has or will make its own determination in this regard. Tenant shall not use the Leased Premises in any manner that is contrary to, or in violation of any authority, law, ordinance, rule or regulation. Tenant shall at all times maintain and use the Leased Premises only in a careful, safe and proper manner. With Landlord’s prior written design approval, Tenant’s Sign may be modified or reconstructed.

15. **Exhibits.** The exhibits to this Lease are the following:

(a) Exhibit A – Legal Descriptions

*(the remainder of this page intentionally left blank)*
IN TESTIMONY WHEREOF, the parties have hereunto caused this Ground Lease to be duly executed as of the date set forth above.

LANDLORD:

REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN

By: ________________________________
   Its Chair

And by: ________________________________
   Its Executive Director

STATE OF WISCONSIN   }
                       ) ss.
COUNTY OF DOUGLAS   )

Personally came before me this _____ day of ____________, 2019, the above-named Mike McCoshen and Jason Serck, the Chair and Executive Director, respectively, of the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, a public body, corporate and politic, duly organized and existing under the laws of the State of Wisconsin, on behalf of the Authority, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires: _________
TENANT:

LAKEHEAD CONSTRUCTORS, INC.

By: ____________________________
   Its: __________________________

STATE OF WISCONSIN    
) ss.
COUNTY OF DOUGLAS    

Personally came before me this ____ day of _____________, 2019, the above-named ____________________________, the ________________, of LAKEHEAD CONSTRUCTORS, INC., a Wisconsin corporation, on behalf of the corporation, to me known to be the person who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC, STATE OF WISCONSIN
My Commission (expires: ________)

M:\DOCS\08493000314\LEA17V0036\DOCN
EXHIBIT A
LEGAL DESCRIPTIONS

Development Property:


Leased Premises:

That part of Outlot 1 of Certified Survey Map Number 1168, Volume 8, Pages 233 and 234 recorded as Document Number 852419 and located in part of Government Lot 3, Section 16, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin described as follows:

Commencing at the Southeast Corner of said Outlot 1 marked by a 3/4" capped rebar; thence North 89 degrees 35 minutes 07 seconds West, along the south line of said Outlot 1, a distance of 35.00 feet to the Point of Beginning marked by a 3/4" capped rebar; thence continuing North 89 degrees 35 minutes 07 seconds West, along said south line, a distance of 20.00 feet to a 3/4" capped rebar; thence North 00 degrees 24 minutes 53 seconds East a distance of 20.00 feet to a 3/4" capped rebar; thence South 89 degrees 35 minutes 07 seconds East a distance of 20.00 feet to a 3/4" capped rebar; thence South 00 degrees 24 minutes 53 seconds West a distance of 20.00 feet to the Point of Beginning.

Outlot 1 Property:

Outlot 1 of Certified Survey Map Number 1168, Volume 8, Pages 233 and 234 recorded as Document Number 852419 and located in part of Government Lot 3, Section 16, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin.
To: Mayor Jim Paine and the City of Superior Common Council
From: Jason Serck, Planning Director
Re: Resolution Authorizing the Department of Planning and Development Staff to Submit a Wisconsin Economic Development Corporation (WEDC) Community Development Initiative (CDI) Grant Application in the Amount of $250,000 for the Downtown Cobblestone Hotel Project

As you know, staff has been working with Cobblestone Hotels for quite some time with the goal of constructing a 60 unit hotel in the 1100 block area of Tower Avenue. The City and Redevelopment Authority has worked through the development of a TIF district and negotiated a development agreement to assure the redevelopment of this pivotal vacant parcel in our downtown.

Cobblestone has asked that the City partner with them in applying for the WEDC CDI grant in the amount of $250,000 that will go towards the costs of the project, which is approximately $9,000,000. You may remember that the City received CDI funding for the Empire Block, Earth Rider, and the Thirsty Pagan Winter Street Redevelopment project. This is a great source of funding that concentrates on helping cities with redeveloping downtown properties.

Please see the attached resolution and main pages of the WEDC CDI grant application. If approved, we will be submitting this within the next week.

Thank you.

[Signature]

Approve

Mayor Jim Paine
RESOLUTION #R19-13350

RESOLUTION INTRODUCED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO AUTHORIZE THE SUBMITTAL OF A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) COMMUNITY DEVELOPMENT INITIATIVE (CDI) GRANT APPLICATION TO FINANCIALLY ASSIST WITH THE DEVELOPMENT OF THE DOWNTOWN COBBLESTONE HOTEL PROJECT

WHEREAS, Cobblestone Hotels, Inc has entered into a development agreement with the Redevelopment Authority of the City of Superior (RACS) to redevelop property in the 1100 block area of Tower Avenue with the construction of a 60-room hotel and an investment of approximately $9,000,000;

WHEREAS, WEDC has funds available to support city redevelopment efforts by providing financial incentives for shovel ready projects with the emphasis on downtown community driven efforts through the CDI grant application process;

NOW, THEREFORE BE IT RESOLVED, the governing body of the City of Superior, Wisconsin, authorizes the Department of Planning and Development to submit a WEDC CDI grant application for $250,000 to be used towards construction costs for the new downtown Cobblestone Hotel.

Passed and adopted this 20th day of August, 2019.

____________________________
Mayor

Attest: _______________________
City Clerk
COMMUNITY APPLICATION
SECTION I-APPLICANT INFORMATION

Legal Entity: ☐City □Town □Village □County □Tribal Entity □Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status) □Other Governmental Unit

Legal Name: City of Superior, Wisconsin, A Municipal Corporation

Trade Name: City of Superior

Mailing Address: 1315 North 14th Street

FEIN: 39-6005631 DO NOT ENTER SSN
(Federal Employee Identification Number – Tax ID or Social Security Number)

City, State, Zip: Superior, WI 54880

NAICS:

Fiscal Year End Date: 12/31/2019

Website URL: www.ci.superior.wi.us

Check box if W-9 is attached to the application ☒

Chief Elected Official: Jim Paine

Phone: 715-395-7335

Title: Mayor

Phone: 715-395-7212

Email: painej@ci.superior.wi.us

CONTACT

Local Government Contact: Jason Serck

Email: serckj@ci.superior.wi.us

Mailing Address: 1315 North 14th Street

City, State, Zip: Superior, WI 54880

Non-Government Contact: Anna Jukubec

Email: ajukubek@cobblestonehotels.com

Mailing Address: 960 American Drive

City, State, Zip: Neenah, WI 54956

Contracting Contact:

Email:

Mailing Address:

SECTION II-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years? ☐Yes ☐No

Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending? ☐Yes ☐No

Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years? ☐Yes ☐No

Does the applicant have any outstanding tax liens? ☐Yes ☐No

Please attach a detailed explanation of any YES responses.

SECTION III-STATE REQUESTS FOR BID OR PROPOSAL

Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded? ☐Yes ☐No

If yes, please provide the following:

a. Identify the bid or request for proposal (e.g., bid number, or general description or title).

b. Identify the state agency or public entity to which you are submitting the bid or proposal.

c. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations).

Please note that if you answer "yes" WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.
THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.

2. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.

5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin’s Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

☐Yes  ☐No I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below:

Signature: ___________________________ Date: ___________________________

(Authorized Representative of Applicant Organization)

Printed Name: ___________________________ Title: ___________________________

Applicant Organization Name: ___________________________
### Community Development Investment

**Section A: Redevelopment Narratives**

Reference Required Supporting Documentation as needed.

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<th>Included</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>1. <strong>Project Description and Impact on Community (three-page limit):</strong></td>
<td>✔️</td>
<td>□</td>
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<tr>
<td>a. Describe the project, its implementation and the significance of this project to the community.</td>
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<tr>
<td>b. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken. (e.g., capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.)</td>
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<td>c. Which eligible activity/ies does this project fall under?</td>
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<tr>
<td>☐ Building renovation</td>
<td>☑ New construction</td>
<td></td>
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<tr>
<td>☐ Historic preservation</td>
<td>☐ Infrastructure reinvestment</td>
<td></td>
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<td>☐ Demolition</td>
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<tr>
<td>☐ Professional services (planning request only)</td>
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<tr>
<td>d. Describe the potential of the project to enhance the economic viability of the community (e.g., tax base growth, job creation, stimulation of private investment). The response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified.</td>
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<tr>
<td>e. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region.</td>
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<tr>
<td>f. Describe the potential for the project to act as a catalyst for additional commercial development or investment.</td>
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2. **Financial Justification (two-page limit):**

   a. Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds. | □ |

3. **Previous Planning Efforts (two-page limit):**

   a. The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan). | □ |
   
   b. The extent to which the project supports best practices for smart growth and best practices for downtown redevelopment, and the extent to which it has community-wide support. | □ |

4. **Readiness to Proceed (two-page limit):**

   a. Describe past and planned project activities, with timelines. Include the planning process, site control, environmental condition and a project implementation schedule. | □ |
   
   b. Provide detailed descriptions of property transactions intended to | □ |
occur over the next 5 years.
c. Describe financing commitments and any contingencies that apply.

SECTION B-SITE DETAILS

| Location: City □ Town □ Village: | County: Douglas |
| Street Address: 1102 Tower Avenue | Project NAICS: |
| Site Size (Acres): 1.35 | Current Zoning: C4 |
| Proposed Zoning: C4 | Current Assessed Value: $0 |
| Projected Assessed Value: $8,000,000 | Current Owner of Property: Redevelopment Authority of the City of Superior |
| Start Date: 8/1/2019 | End Date: 12/31/2020 |

Project Description: Explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.)

Cobblestone Hotels of Neenah, WI is proposing to construct a 60-unit hotel in the heart of Superior’s downtown district. This $9,000,000 will be huge investment in our downtown providing another lodging opportunity for tourists, business people, and traveling teams. Since the reconstruction of Tower Avenue, the City’s downtown arterial, small businesses have flocked to the corridor to be a part of the resurgence of the Superior’s heart. This project will continue that resurgence and hopefully other industries will flow suit.

Is the project located in a TID? □ Yes □ No
If yes, creation date: 4/18/2019

Is the project located in a disaster area, as declared by state or federal authorities? □ Yes □ No
If yes, was the declaration within 24 months prior to submitting an application? □ Yes □ No
If yes, date of declaration:

Does the applicant or end user currently own the property on which work is to occur? □ Yes □ No
If no, how do you have or expect to obtain ownership or access to the property?

☐ Condemnation
☐ Tax Delinquency
☐ Purchase (attach purchase agreement or option)
☒ Development Agreement
☐ Other

Timeframe:

If applicant will not own the property, what entity will/does?

Current Site Ownership: Redevelopment Authority of the City of Superior
Phone: 715.395.7335
Email: serckj@ci.superior.wi.us

Final Site Ownership: Superior Hotel Group LLC
Phone: 920-230-2622
Email: ajakubek@cobblestonehotels.com

Will the current owner, or applicant expecting to obtain ownership, remain the legal owner of the project site for 5 years following receipt of the award? □ Yes □ No

SECTION C-REQUIRED SUPPORTING DOCUMENTATION

Please include the following attachments:

<table>
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<tr>
<th>Attached</th>
<th>Attachment #</th>
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<tbody>
<tr>
<td>1. Resolution: A signed resolution by the governing elected body authorizing the submittal of an application to the CDI Grant Program.</td>
<td></td>
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<tr>
<td>2. Map: A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site; photographs of the site and surrounding area</td>
<td></td>
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<tr>
<td>3. Budget Narrative: A narrative describing each line item included in the project budget</td>
<td></td>
</tr>
<tr>
<td>4. Cost Estimates: A detailed copy of any cost estimates or bidding conducted for costs listed in the project budget, or a detailed explanation of the basis for all costs</td>
<td></td>
</tr>
</tbody>
</table>
5. **Development Agreement**: A copy of any applicable development agreement with private parties benefiting from project implementation (if not yet signed, a signed copy must be submitted prior to first disbursement)

6. **Financing Commitments**: Documentation that demonstrates the success of obtaining financing (e.g., commitment letters from lending institutions, municipal resolutions for financing or TID creation); must be submitted prior to first disbursement

7. **Organization**: A chart illustrating the ownership, development and financing organization structure of the project, naming all entities committed at the time of submission and showing ownership percentages for any individual or entity involved. For any committed end users or partners having any ownership in the property, provide a history of the individual or company’s operations with resumes detailing relevant experience and involvement, and percentage of ownership if applicable.

8. Statements from community, public and community development leaders that support the project proposed for funding

---

**SECTION D-REAL ESTATE PRO FORMA INFORMATION** (if applicable)

1. What is the market rate for triple net* rent in the project’s market?

2. What is the project’s average triple net rent?

3. If the project’s rent is less than general market conditions, please provide an explanation of why:

4. How much equity is the development entity investing in the project?

5. What is the anticipated vacancy rate?

6. How much debt can the project service at what rate and term with what minimum debt coverage ratio?

7. What is the average rate of return for the first five years of the project once the building is placed in service?
   a. Please define the formula utilized to determine the rate:
   b. If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated with the development:

---

*Triple net rent is the base rent that does not include any utility, common area, maintenance, insurance or taxes.
Section A – Redevelopment Narratives

1.) Project Description and Impact on Community
   a.) Project Description, Implementation and Significance.
   The proposed Cobblestone Hotel & Suites will be developed as a Main Street Prototype with a Wissota Chophouse, similar to several other Cobblestone Hotel & Suites that have been developed in downtowns across Wisconsin. The Main Street Prototype offers guests high quality accommodations and convenient access to all that downtown Superior has to offer including the comforts of home, fresh design elements, and innovative technology.

   The 60-room, four-story, upper midscale property would offer complimentary breakfast, free high speed Internet, business center, on-site convenient store (Cobblestone Marketplace), on-site fitness center, guest laundry, indoor pool and whirlpool, and beer and wine bar. The Main Street Prototype also provides a full-service restaurant and bar, the Wissota Chophouse.

   Guest rooms would include refrigerator and microwave in every guest room, flat panel TV’s, iron and ironing board, hair dryers, whirlpool suites, and complimentary weekday newspaper. The guest rooms would include a mix of 35 double queen and 16 king bedded rooms as well as nine (9) extended-stay suites. The extended-stay suites include a full-size refrigerator, microwave, cooktop, and a full complement of serving and cooking utensils. Also located on site will be a boardroom accommodating up to 15 people and adequate off-street parking.

   Construction on the 60-room hotel is expected to begin late Summer 2019 with completion by end of year 2020.

   Since the completed reconstruction of Tower Avenue in 2014 storefronst and vacant lots have been filling in with new businesses and local business relocating to Superior’s Downtown District. The addition of an upper midscale hotel will allow business travelers as well as tourists to be located right in the heart of the downtown within walking distance to restaurants, breweries, retail, and specialty shops.

   b.) Public/private partnerships
   TIF 14 Created - $800,000 Redevelopment Authority tax increment grant provided towards project
   $1,200,000 site improvement grant by RACS (Development Agreement)
   Financing Entity...Loan
c.) Eligible Activity
The grant funds being requested from Wisconsin Economic Development Corporation (WEDC) in this application will be used for new construction.

d.) Potential of the Project to Enhance the Economic Viability of the Community
35 PTE/FTE created

e.) Potential for Project to Promote Economic Development in Community
One thing business travelers look for when booking their accommodations are places to visit in the evening for food and entertainment. A new hotel, the only one in the downtown district, has the capability to spur new restaurants, bars, theatre, event venue and specialty shops to locate in the downtown district as well.

f.) Potential for Project to Act as a Catalyst for Additional Commercial Development or Investment.

By having a hotel in the heart of the Downtown District it will bring people right to the front doors of the local restaurants, breweries, bars and retail shops all within comfortable walking distance to the place they’re staying. Having a new and unique hotel built on a lot that has been vacant for over a decade has the potential to encourage area businesses to update and improve their storefront facades to attract this new influx of consumers in the downtown area. The newer Earth Rider Brewery located just 8 blocks north of the hotel hosts live music events had having accommodations within walking distance could increase their headcounts by bringing in more out of town attendees.

2.) Financial Justifications
a. Describe various methods that will be used to fund the project and include the progress of establishing or receiving funds.
   i. Designated in the TIF 14 project plan a maximum amount of $1,200,000 will be paid by the Redevelopment Authority to reimburse for costs related to site improvements.
   ii. Redevelopment Authority will pay out a maximum of $800,000 in Tax Increment Grants to Cobblestone beginning annually on October 1, 2022 until October 1, 2046 or until the full $800,000 is granted, whichever comes first.
b. Financial Need Assessment

3.) Previous Planning Efforts  a) and b)

TOWER AVENUE RECONSTRUCTION PROJECT

The Tower Avenue Reconstruction project was completed in 2014. This $12 million project totally revamped the corridor adding color, vegetation and a truly downtown Main Street feel. North Tower Avenue is now a destination where new businesses have been established and others have relocated to.

The new corridor has added life to the downtown and Cobblestone Hotel & Suites will be contributing to the resurgence of Tower Avenue. The establishment of an upper mid-scale hotel will attract more people to the downtown area, opening doors for existing businesses to expand and/or new business be established.

CITY OF SUPERIOR COMPREHENSIVE PLAN 2010-2030

In 2010 the City of Superior partnered with Douglas County to create its first comprehensive plan in over 50 years. The City and County utilized State of Wisconsin grant dollars to create a Smart Growth plan that centers on providing a rational basis for local land use decisions with a twenty-year vision for future planning and community decisions based on extensive public participation. The City of Superior's plan connects specific objectives, policies, and programs from throughout their comprehensive plan to responsible parties and timeframes in the implementation element.

Economic development and land use are two very large components of the City's plan. Below are a selected list of goals, objectives and policies that help guide the City in making planning decisions about businesses such as Cobblestone. Such aspects as land use, infrastructure, incentives, business districts, aesthetics and compatibility all have a role in determining the fit of Cobblestone Hotels in the community. The list of goals, objectives and policies on the next page are directly related to validating its location and place in Superior.

Overall Goal: “Provide for orderly planned development that promotes a safe, healthy, and pleasant living environment and makes efficient use of land, public services, and public financial resources” (Page 9-14)

Objective IO-1(a): Guide land use in recognition of resource limitations and city goals and objectives.
**Policy IO-1(a)(1):** The city will develop and maintain a land use plan, which will serve as a guide for future land use and zoning decisions. New development will be permitted based on consideration of this plan as well as other applicable plans and ordinances.

**Objective IO-1(d):** Guide development within defined service limits in an orderly fashion.

**Policy IO-1(d)(1):** The location of new development will be restricted to areas known to be safe or suitable for development due to natural hazards, contamination, access, or incompatibility problems.

**Policy IO-1(d)(2):** Encourage the centralization of commerce, entertainment, and employment.

**Policy IO-1(d)(4):** Encourage cluster development to assure conservation of land, efficient provision of public services, and accessibility.

**Goal ED-1:** Approach economic development in a competitive advantage manner. (Page 9-32)

**Objective ED – 1(a):** Provide the environment for optimal growth, as well as, the infrastructure to allow potential innovation to occur.

**Policy ED -1(a)(2):** Advocate the innovation and upgrading of businesses through rules, regulations, and incentives designed to encourage local investment and bolster competitiveness.

**Objective ED – 1(c):** Maximize incentive programs

**Policy ED -1(c)(1):** Continue to utilize Tax Increment Financing as the main source of attracting commercial and manufacturing entities to the City.

**Goal ED-2:** Improve infrastructure to further economic development (Page 9-33)

**Objective ED – 2(b):** Invest in the Superior Business Improvement District

**Policy ED -2(b)(2):** Stimulate entertainment uses in the north part of the district.

**Goal LU-2:** Planned Growth (Page 9-39)

**Objective LU-2(a):** Collaboration between units of government, business developers, citizens and organizations embracing cultural and socio-economic diversity.

**Policy LU-2(a)(1):** Support mixing of compatible and complimentary uses in close proximity to one another as reflected in community goals.
Action: Encourage in-fill development on lands that are vacant, blighted, or underutilized. "In fill" is to be acknowledged as development in the existing area of infrastructure.

4.) Readiness to Proceed
Resolution #R19-13451

A RESOLUTION INTRODUCED BY MAYOR’S COMMISSION ON COMMUNITIES OF COLOR TO RECOGNIZE AND CELEBRATE INDIGINEOUS PEOPLES DAY IN PLACE OF COLUMBUS DAY.

WHEREAS, City of Superior acknowledges People of Lake Superior, as the original inhabitants of the land now known as Superior, Wisconsin; and

WHEREAS, we occupy Native land and recognize the original settlement which relied on the seasons, water, plant life and practices to thrive in our area; and

WHEREAS, the original people maintain proud traditions and a rich culture that made this place a place of gathering and one of the most important trade routes in North America as shipping continues to be a proud heritage of this City; and

WHEREAS, the City of Superior recognizes forced assimilation, historical trauma and cultural genocide placed upon the original people of this land and the painful past of colonization that has been put upon the Anishinaabe people through the settling of this land; and

WHEREAS, the City of Superior supports the revitalization of Native voices, visibility, representation, art and language preservation; and

WHEREAS, the City of Superior accepts responsibility for removing a symbol of colonization represented by Columbus Day to take one step toward the ongoing efforts of understanding Indigenous People who remain here in their homelands; and

WHEREAS, Indigenous Peoples Day provides a permanent opportunity on shared and sacred land, our commitment to move forward as a diverse community. We recognize and celebrate the history, culture and contributions of Indigenous people; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Superior will recognize and celebrate Indigenous Peoples Day every second Monday of October.

Dated this 20th day of August, 2019.

Adopted this 20th day of August, 2019.

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK
ORDINANCE #O19-4163

AN ORDINANCE INTRODUCED BY COUNCILOR VAN SICKLE AND COUNCILOR LUDWIG PROHIBITING THE USE OF CONVERSION THERAPY IN THE CITY OF SUPERIOR.

The Common Council of the City of Superior, Wisconsin does orcaain as follows:

SECTION 1. Creating Chapter 86, Article V, Entitled "Conversion Therapy Prohibited," is hereby created to read as follows:

Section: 186-124


Purpose.

A. This ordinance is adopted to protect the health, safety and welfare of the people of the City of Superior, especially the physical and psychological well-being of minors, including lesbian, gay, bisexual and transgender youth, and to protect them against the exposure to serious harms caused by conversion therapy.

B. It is the well documented, prevailing opinion of the medical and psychological community that conversion therapy has not been shown to be effective and that it creates a potential risk of serious harm to those who experience it.

C. The prevailing opinion of the medical and psychological community is documented in position statements, articles and reports published by the following organizations: the American Psychological Association, the American Psychiatric Association, the American School Counselor Association, the American Academy of Pediatrics, the American Medical Association, the National Association of Social Workers, the American Counseling Association, the American Psychoanalytic Association, the American Academy of Child and Adolescent Psychiatry and the Pan American Health organization.

D. In particular, the Task Force on Appropriate Therapeutic Responses to Sexual Orientation of the American Psychological Association conducted a systematic review of peer reviewed journal literature on sexual orientation change efforts, and issued a report in 2009. The report concluded that conversion therapy has not been demonstrated to be effective and that there have been anecdotal reports of harm, including depression, suicidal thoughts or actions, and substance abuse.

E. In addition other organizations concluded that homosexuality and bisexuality are not illnesses and do not require treatment (American School Counselor Association), being transgender is not a mental disorder, conversion therapy can promote guilt and anxiety (American Academy of Pediatrics), and it may contribute to an enduring sense of stigma and self-criticism (American Psychoanalytic Association).
Definitions. In this section:

A. "Conversion therapy" means any practices or treatments offered or rendered to consumers for a fee, in the marketplace, including psychological counseling, that seeks to change a person's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender.

Conversion therapy does not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.

Ordinance does not restrict the pulpit or pastoral work between a pastor and a parishioner.

The City of Superior recognizes and adheres to the United States Constitution which includes therein freedom of religion, a constitutionally protected right provided in the clauses of the First Amendment.

B. "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business organization.

Conversion Therapy Prohibited. It is unlawful for any person to practice conversion therapy with anyone under 18 years of age.

Penalty. Any person convicted of violating this section shall be subject to a forfeiture of not less than $500 nor more than $1,000 for each violation. For purposes of this section, each day a person is found to have practiced conversion therapy shall be considered a separate violation. Violators will be referred to the Department of Safety & Professional Services.

SECTION 2. All ordinance and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence or clause or phrase or portion thereof.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication, as provided by law.
Passed and adopted this 20th day of August, 2019.

Approved this 20th day of August, 2019.

__________________________
Mayor

Attest:

__________________________
City Clerk
Don't worry, we have a lot of support out there!

Conversion therapy has been condemned by LGBTQ organizations and groups including the American Psychological Association, American Psychiatric Association, American Association of Pediatrics, American Medical Association & the National Association of Social Workers.

**Ordinance: Ban Conversion Therapy**

This ordinance prohibits certain mental health providers from engaging in conversion therapy with a minor.

Conversion therapy is any practice that seeks to change an individual's gender expression, gender identity, or sexual orientation.

The ordinance would only apply to individuals under 18. The "therapy" is widely known to be harmful, ineffective, and emotionally painful.

**Are we telling parents what to do?**

No. We are not regulating parental decisions. We're talking about licensed therapists, and their ethical boundaries. Conversion therapy is considered abusive, and we DO have a say in that practice.

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<th>Is this our job? Have we done this before?</th>
<th>Who else has done this?</th>
<th>Is this a problem in Superior?</th>
<th>Who is exempt?</th>
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<td>Yes. Local gov't often has to fill the gaps. Ideally, we hope to see our legislature ban conversion therapy. Until then, we can join communities statewide on the effort.</td>
<td>Eau Claire</td>
<td>Conversion therapy often happens under the guise of other operations, even legal and reputable. Practitioners aren't legally prohibited from performing the &quot;therapy.&quot; It's often under the radar and out of sight. Prevention is everything, and even 1 kid is too many when irreparable harm is the cost.</td>
<td>Counseling or therapy that provides acceptance, support, &amp; understanding of the individual or the facilitation of an individual's coping, social support, and identity exploration and development.</td>
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<td>Yes. Superior regularly monitors local practitioners &amp; business owners against potentially dangerous practices, creating safeguards in our community.</td>
<td>Milwaukee</td>
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<td>Religious consultation &amp; counseling are not included.</td>
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** Enforcement**

- Complaint-driven. No investigations will launch or
ORDINANCE #O19-4164

AN ORDINANCE INTRODUCED BY POLICE CHIEF ALEXANDER AMENDING CHAPTER 90 OF THE PARKS AND RECREATION CHAPTER, ARTICLE VII. MOTORIZED RECREATIONAL VEHICLES, SECTION 90-361, SPEED.

The Common Council of the City of Superior, Wisconsin does ordain as follows:

SECTION 1. Section 90-361, Speed of the City of Superior, Code of Ordinances, Chapter 90, Parks and Recreation, is hereby amended by adding the following:

Sec. 90-361. Speed.

(1) Snowmobile and ATV/UTV state statutes apply unless otherwise posted.

(2) Maximum speed limit on the Osauge Trail between 31st Avenue East and Moccasin Mike Road is 10 miles per hour.

SECTION 2. All ordinance and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence or clause or phrase or portion thereof.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication, as provided by law.

Passed and adopted this 20th day of August, 2019.

Approved this 20th day of August, 2019.

__________________________
Mayor

Attest:

__________________________
City Clerk