

LAND AND DEVELOPMENT COMMITTEE
Douglas County Board of Supervisors
Tuesday, September 20, 2016, 3:10 p.m., Room 207C, Courthouse,
1313 Belknap Street, Superior, Wisconsin

Meeting called to order by Chair Keith Allen.

ROLL CALL: Present – Keith Allen, Terry White, Scott Luostari. Absent – Alan Jaques, David Conley. Others present – Victoria Main, Shelley Nelson, Sheila Keup, Mark Liebaert, Andy Lisak, Sue Sandvick, Cheryl Westman, Committee Clerk.

APPROVAL OF MINUTES: Motion by Luostari, second White, to approve the minutes from the August 30, 2016, regular meeting. Motion carried.

ACTION ITEMS/REFERRALS:

LAND SALES:

PARCEL11-16: Lot 9, Block 385, West Superior 17th Division, City of Superior. Zoned: R1B One Family Residential. No bids received.

PARCEL 12-16: The E1/2 of the E1/2 of the NW1/4 of the NE1/4, Section 30-47-12, Town of Hawthorne. Zoned: A1 Agricultural. No bids received.

Twin Ports Stage One-Time Request for \$9,000 to Renovate Space to Create Arts/Meeting Venue: Victoria Main, Director, provided background for request. City of Superior is committing grant/loan to group for \$20,000. Demolition has already begun in the space, with anticipated opening in December of this year.

ACTION: Motion by White, second Luostari, to deny request for \$9,000 from Twin Ports Stage. Motion carried.

INFORMATIONAL:

Douglas County Humane Society Sale of Former Animal Shelter: Sheila Keup reported former animal shelter was sold June 30, 2016, for \$83,480; after miscellaneous costs deducted, net proceeds to Douglas County Humane Society was approximately \$72,000.

Fairgrounds Improvements/Future: Lisak to request improvement project list from management group for prioritizing and utilizing surcharge funds, for review at future meeting.

Land Improvement Account – Fund Balance Policy: Sandvick to contact Finance Director for updated annual operational expenses, and provide at next meeting, along with draft language for fund balance policy.

Land Sales Work Group: Goal is to get properties back on tax roll – group to set up first meeting soon to discuss strategies.

Reports:

Economic Development – County Administrator: Lisak updated committee on projects; no proposals received on fairgrounds parking lot property – looking at other development options.

Land Improvement Account Fund Balance: Distributed – reviewed.

ADJOURNMENT: Motion by White, second Luostari, to adjourn. Motion carried. Meeting adjourned at 4:20 p.m.

Submitted by,

Cheryl Westman, Committee Clerk

PROPERTY ADVERTISED FOR SALE BY THE COUNTY

The Douglas County Land Committee will open bids on the property described below on: Oct. 25, 2016, at 3:00 P.M. at the Courthouse, Rm. 207C, 1313 Belknap Street. Property to be advertised: 9-30, 10-7, 14, 2016.

PREVIOUSLY ADVERTISED PROPERTIES (ONCE)

IMPROVED CITY PROPERTY

PARCEL 11-16: Lot 9, Block 385, West Superior 17th Division, City of Superior (1817 Lackawanna Avenue). Zoned: R1B One Family Residential. (09-809-00710-00)

Minimum Bid Amount: \$25,000 Bid:

Requested By: Land & Development Committee

Adjacent Owners: Michelle Brown
Wesley Miller

Intended Use: To get property back on tax roll.

IMPROVED RURAL PROPERTY

PARCEL 12-16: The E1/2 of the E1/2 of the NW1/4 of the NE1/4, Section 30-47-12, Town of Hawthorne (7506 E Brannen Road). Zoned: A1 Agricultural. (HA-014-00790-00)

Minimum Bid Amount: \$5,000 Bid:

Requested By: Land & Development Committee

Adjacent Owners: Michael & Starrie Kane
Denise Bozich
Gordon Littler

Intended Use: To get property back on tax roll.

MEMORANDUM

TO: Members of the Douglas County Land and Development Committee

FROM: Jason Serck, Economic Development, Planning, and Port Director 

RE: Amendment to the Facility Business Management Agreement between Jim Caesar of JCC Services, the City of Superior and Douglas County for the Superior Business Center

At the beginning of 2015, the City of Superior and Douglas County entered into a facility management agreement with Jim Caesar, dba JCC Services, to manage the Superior Business Center (SBC) shortly after the Development Association relinquished their interests. The Council extended the agreement by amendment at the end of 2015 for the 2016 calendar year.

As some of you know, the SBC was constructed with the help of the Federal Economic Development Administration (EDA) approximately 20 years ago. The City and the County have fulfilled all obligations of a 20-year agreement with the EDA and have requested, via Mayor Hagen and Douglas County Chair Liebaert, to release the City and County from the mortgage agreement. We have yet to hear a response. A small group of County and City staff along with City Council and County Board members have met to discuss the future of the building and preliminary consensus has been to move toward selling the building. This of course will need to be approved by both bodies.

Until this process is complete, we need to continue to have a manager for the SBC. I am asking that we amend the agreement to extend JCC Service's contract to expire on December 31, 2017. Besides the amendment outlining the extended term, it also condenses the termination notice from 60 days to 30 days so that we can react quicker in case there is a purchase of the SBC. I think it is evident that Jim of JCC Services has gone over and above to make the SBC financially stable. His familiarity with the building and its clients has worked to the City's and County's advantage.

Please approve this amendment to extend JCC Service's agreement expiration with the City and County to December 31, 2017 and shorten the notice of termination.

The City Council approved these amendments at their October 18, 2016 meeting

As always, please let me know if you have any questions.

**AMENDMENT II TO THE
FACILITY BUSINESS MANAGEMENT
AGREEMENT
BETWEEN
JAMES CAESAR of JCC SERVICES
AND THE CITY OF SUPERIOR
AND DOUGLAS COUNTY**

This Amendment, effective January 1, 2017, is made to the Management Agreement dated January 5, 2015 and Amendment I dated December 16, 2015, for facility and business management of the Superior Business Center for the City of Superior ("City") and Douglas County ("County"), by James Caesar, JCC Services, ("JCC").

All parties desire to amend the Agreement as follows:

General Terms, Section 2, Expiration Term. The City, the County and JCC do hereby agree to extend the Agreement through December 31, 2017.

Termination. The City, the County and JCC do hereby agree that the agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other. Within thirty (30) days of termination of this agreement, the parties shall account to each other with respect to all uncompleted business, and JCC shall deliver to City and County all leases, subleases, corporate file, books records, funds, money, and other instruments relating to the premises and the City and County that may be in the possession of JCC and the Superior Business Center.

All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Amendment the date first written above.

ATTEST: JCC Services

James Caesar, Owner

Witness

ATTEST: City of Superior, Wisconsin

Mayor

City Clerk

Finance Director/Sr Admin Officer

City Attorney

*Approved at the October 19, 2016, City Council Meeting

AMENDMENT TO THE
FACILITY BUSINESS MANAGEMENT
AGREEMENT
BETWEEN
JAMES CAESAR of JCC SERVICES
AND THE CITY OF SUPERIOR
AND DOUGLAS COUNTY

This Amendment, effective as of December 16, 2015 is made to the Management Agreement dated January 5, 2015, for facility and business management of the Superior Business Center for the City of Superior ("City") and Douglas County ("County"), by James Caesar, JCC Services, ("JCC").

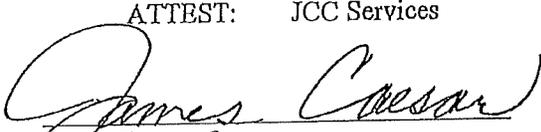
All parties desire to amend the Agreement as follows:

Expiration Term. The City, the County and JCC do hereby agree to extend the Agreement through December 31, 2016.

All other terms of this Agreement shall remain in full force and effect.

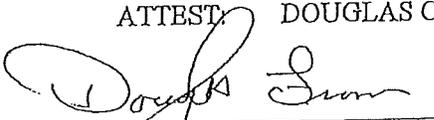
IN WITNESS WHEREOF, the Parties have signed this Amendment the date first written above.

ATTEST: JCC Services


James Caesar, Owner


Witness

ATTEST: DOUGLAS COUNTY, WISCONSIN

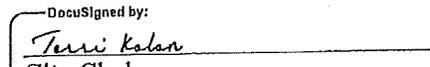

Chairman

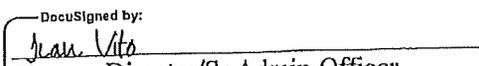

County Clerk

ATTEST: CITY OF SUPERIOR, WISCONSIN

DocuSigned by:

Mayor

DocuSigned by:

City Clerk

DocuSigned by:

Finance Director/Sr Admin Officer

DocuSigned by:

City Attorney

*Approved at the December 15, 2015 City Council Meeting

**FACILITY AND BUSINESS MANAGEMENT
AGREEMENT
BETWEEN
JIM CAESAR of JCC SERVICES
AND
THE CITY OF SUPERIOR
AND
AND DOUGLAS COUNTY**

This agreement entered into as of this 5th day of January, 2015, by and between the City of Superior, Wisconsin ("City"), Douglas County, Wisconsin ("County"), and Jim Caesar on behalf of JCC Services ("JCC"). This contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written, between the parties regarding the subject matter of this agreement.

GENERAL TERMS

1. The City and County do hereby hire JCC to provide services consistent with the "Scope and Manner of Services" provision of this Agreement and relevant to property commonly known as the "Superior Business Center" located 1423 N. 8th Street in Superior, Wisconsin, more particularly described as:

Tax Parcel No, 04-804-00623-00 covering: Lots one (1) through fourteen (14) inclusive in Block sixty-nine (69) and Lots nineteen (19) through twenty-eight (28) inclusive including the Westerly of the vacated alley abutting said Lots nineteen through twenty-four (24), inclusive, in Block seventy (70) in the SUBDIVISION OF LOT A WEST SUPERIOR FIRST DIVISION AND THE SOUTH ONE HALF OF SOUTHEAST ONE FOURTH OF NORTHEAST ONE FOURTH (S1/2 OF SE1/2 OF NE1/4) OF SECTION FIFTEEN (15) TOWNSHIP FORTY-NINE (49) NORTH OF RANGE FOURTEEN (14) WEST IN THE CITY OF SUPERIOR, DOUGLAS COUNTY, WISCONSIN, according to required plat thereof and of record in the office of the Register of Deeds in the City of Superior, Douglas County, Wisconsin;

Together with all vacated Hughitt Avenue as platted in the aforesaid plat, line between the south right of way line of north Seventh Street and the north right of way line of north Eighth Street.

Tax Parcel No. 04-804-00641-00 covering: Lots eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block sixty-nine (69), West Superior First Division, Subdivision of Lot A in the City of Superior. Tax Parcel No. 04-804-00637 covering: Lots fifteen (15), sixteen (16) and seventeen (17), Block sixty-nine (69) West Superior First Division, Subdivision of Lot A in the City of Superior.

Tax Parcel No, 04-804-00646-00 covering: Lots twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28), Block sixty-nine (69) West Superior First Division Subdivision of Lot A in the City of Superior together with all improvements located thereon.

2. The Agreement shall commence from the date of execution and shall expire on December 31, 2015.

SCOPE AND MANNER OF SERVICES

1. Collect deposits and rents from current and future tenants as required and to turn said deposits and rents (within 10 days of collection) to City finance personnel to be held in trust for City and County;
2. Identify services required, at the City and County's expense, to maintain the Superior Business Center property in a safe and habitable condition, ascertain the need to renew existing contracts with third-party service providers relating to property maintenance and upkeep and to bring such contracts to the City and County for their respective approvals;
3. Monitor and enforce all contracts with third-party service providers relating to property maintenance and upkeep;
4. Provide the City (Director of Planning and Economic Development) and County (Administrator) with copies of all existing third-party service contracts within 20 days of the execution of this Agreement and, further, to provide copies of all such contracts as they are executed or modified throughout the term of this Agreement;
5. Ensure that janitorial and snow-removal services are provided effectively and efficiently;
6. Ensure that the Business Center contains all proper supplies necessary for the effective functioning of the Center;
7. Create, within 20 days of the execution of this Agreement, an inventory of all existing City and County-owned property, fixtures and equipment located on or within the premises and verify the condition of such property, fixtures and equipment;
8. Catalogue and identify any property, fixtures or equipment purchased with City or County funds for the Business Center during the term of this Agreement and maintain and update written inventories of such property throughout the term of this Agreement or any extensions thereto;
9. Identify any City or County-owned property, fixtures or equipment that may be used by Business Center tenants and train or familiarize such tenants with the safe and responsible access and use of such property;

10. Obtain, prior to occupancy and from each tenant, a declaration of the condition of all of the property or equipment to be used by the tenant. Verify with the tenant the condition of the City or County-owned property or equipment upon termination of the tenant's lease in order to determine if any damages other than ordinary wear and tear have occurred to the property or equipment;
11. Control access to the Business Center by establishing a master list of all keys and security codes and establishing any other security measures or procedures necessary for the safety and well-being of the tenants and familiarizing tenants with such measures or procedures;
12. Conduct tours and inspections of the Business Center;
13. Inspect, copy and file all insurance policies required of tenants of the Business Center;
14. Cause the premises to be maintained, at the expense of the City and County, in as good repair as at the commencement of this Agreement, normal use and wear, and damage by accidental fire excepted. Exercise discretion to affect routine or minor repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the premises. "Minor," for purposes of this provision, shall be any repair or alteration involving an expenditure of less than one thousand dollars (\$1,000.00). Invoices received by JCC for minor repairs to the premises shall be forwarded to City finance personnel within five (5) business days of receipt of said invoice, all invoices thereafter shall be paid from the City/County trust fund;
15. Bring to the City and County, in a timely manner, requests for any "major" repairs or alterations deemed necessary to maintain the property. "Major," for purposes of this provision, shall be any repair or alteration involving an expenditure of one thousand dollars (\$1,000.00) or more;
16. Coordinate the provision of business incubator technical assistance services;
17. Within 30 day of execution of the contract prepare an annual budget for the Business Center. Said budget shall be submitted for review and approval to the City (Director of Planning and Economic Development) and the County (County Administrator).
18. Maintain and provide informational, statistical records and financial reports to the City (Director of Planning and Economic Development) and the County (County Administrator) on a quarterly basis, or more frequently upon request. The reports shall include but not be limited to inquiries from businesses, maintenance plan including update of repairs needed/made and associated costs, rental incomes and lease statuses. JCC shall also prepare narrative and summary reports as requested.

PAYMENT FOR SERVICES RENDERED

JCC shall be paid a monthly management fee of Two Thousand Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33). Costs are inclusive of all applicable taxes for the duration of the Agreement. Such payment shall be full compensation for services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the services. Changes to services and / or fees must be agreed to by all parties and acknowledged in an amendment signed by all parties. JCC shall invoice the City's planning department on a monthly basis and shall not impose any penalties or interest for amounts invoiced. The City / County shall pay the agreed-upon amounts from the City/County trust fund within thirty (30) days of receipt.

INSURANCE AND INDEMNIFICATION

JCC shall maintain the appropriate insurance coverage, including but not limited to, comprehensive General Liability coverage, Workman's Compensation insurance and Employer's Liability Insurance, if so required by Wisconsin Statutes. JCC shall maintain automobile and public liability and property damage insurance against any claim(s) that might occur in carrying out this Agreement. Minimum coverages for \$500,000 single limit liability, or \$250,000 bodily injury per person, and \$500,000 per occurrence and \$250,000 property damage. Such insurance shall include, at a minimum, comprehensive general liability with limits of not less than \$1,000,000 insuring against any loss, claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of the actions and/or omissions of JCC. Such coverage shall be provided by an insurer licensed to do business in Wisconsin and shall remain active for the duration of the agreement. JCC shall provide proof of coverage upon request of the City or County.

JCC hereby agrees to indemnify, defend and hold harmless the City and County, their elected and appointed officials, officers, employees, agents, representatives and volunteers, and

each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of JCC or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City and / or County, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City and County, their elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City or County, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

JCC shall reimburse the City and County, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that JCC employs other persons, firms, corporations or entities (sub-contractor) or volunteers as part of the work covered by this Agreement, it shall be the responsibility of JCC to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City and County, their elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

DEFAULT

In addition to other defaults set forth in the Agreement, any of the following shall be deemed to be events of default by JCC hereunder:

1. If JCC shall fail to pay money due the City and County hereunder as and when due.
2. If JCC shall neglect or fail to perform or observe any of the other covenants herein contained on JCC's part to be performed or observed, and JCC shall fail to remedy the same within twenty (20) days after receipt of notice of non-performance.
3. If JCC abandons the premises, or does not step foot on the premises for a period of ten continuous days.

Upon the occurrence of an event of default, City and County shall have the option to give JCC written notice that this Agreement is terminated on the date of such given notice or any later date specified therein.

JCC shall pay all costs, attorney's fees and expenses that are paid or incurred by the City and County to enforce its rights under this agreement.

TERMINATION

This agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other. Within thirty (30) days of termination of this agreement, the parties shall account to each other with respect to all uncompleted business, and JCC shall deliver to City and County all leases, subleases, corporate file, books, records, funds, money, and other instruments relating to the premises and the City and County that may be in the possession of JCC and the SBC.

NOTICES

Notices that are required herein to be in writing may be delivered personally or sent by certified mail, return receipt requested, addressed to the respective parties as follows:

JCC Services
Attn: Jim Caesar
1225 Tower Avenue, Suite 311
Superior, WI 54880

City of Superior
Attn: City Planner / Director of Economic Development
1316 North 14th Street
Superior, Wisconsin 54880

Douglas County
Attn: County Clerk
1313 Belknap Street
Superior, Wisconsin 54880

LEGAL RELATIONSHIP

This agreement does not create an agent-principal or employer-employee relationship. JCC is an independent contractor retained to manage the property described herein.

ASSIGNMENT

This agreement may not be assigned by JCC without the prior written consent of the City and County. Subject to the provisions hereof, all of the covenants, conditions and obligations contained in this agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors and assigns of the City and County and JCC to the same extent as if each successor and assign were in each case named as a party to this agreement.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Wisconsin.

SEVERABILITY

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT

The parties hereto agree this document contains the entire agreement between the parties and shall not be modified in any manner except by a written instrument executed by the parties or their successors in interest.

OTHER PROVISIONS

The terms referring to the parties when used herein shall be taken to mean either single or plural, masculine, feminine, or neutral, as the case may be, and the provision of this instrument shall bind the parties and their heirs, personal representatives, successors and assigns.

SIGNATURES

The parties, intending to be legally bound have executed this agreement on the day and year set forth above.

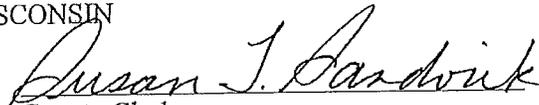
ATTEST: JCC Services


Jim Caesar


Witness

ATTEST: DOUGLAS COUNTY, WISCONSIN


Chairman


County Clerk

ATTEST: CITY OF SUPERIOR, WISCONSIN


City Clerk


Mayor


Finance Director


City Attorney

- * Amended Contract Approved by the City Common Council on February 3, 2015
- * Amended Contract Approved by the County Board of Supervisors on March 19th, 2015

10:04 AM

**Superior Business Center Bldg,
Profit & Loss
January through September 2016**

10/14/16

Accrual Basis

	Jan - Sep 16	Jan - Sep 15
Income		
Rent		
Kitchen Usage	5,607.00	6,758.00
Rent Premium	11,946.68	10,089.86
Rent - Other	120,794.77	132,826.16
Total Rent	138,348.45	149,674.02
Utility Reimbursement	30,119.63	16,027.54
Total Income	168,468.08	165,701.56
Expense		
Computer and Internet Expenses	1,031.00	1,266.66
Dues and Subscriptions		
Chamber Dues/Expense	275.00	250.00
Total Dues and Subscriptions	275.00	250.00
Fire and Safety		
Alarms & Extinguishers	2,441.50	2,861.53
Fire and Safety - Other	0.00	430.00
Total Fire and Safety	2,441.50	3,291.53
Janitorial Expense		
Janitorial Services	5,308.35	5,025.20
Janitorial Supplies	1,213.32	1,207.31
Janitorial Expense - Other	0.00	525.00
Total Janitorial Expense	6,521.67	6,757.51
Landscaping and Groundskeeping	1,401.35	1,684.28
Miscellaneous Expense	7,425.00	119.00
Pest Control	358.00	802.63
Property Management Fees	18,752.96	23,007.62
Repairs and Maintenance		
Door and Lock Repair	100.00	1,360.61
Electrical	3,089.58	635.24
HVAC Repair and Maintenance	4,633.55	13,255.74
Kitchen Equipment Repair	0.00	962.69
Roof Repair	1,307.65	120.00
Snow Plowing	4,440.00	3,115.00
Repairs and Maintenance - Other	962.97	5,798.10
Total Repairs and Maintenance	14,533.75	25,247.38
Supplies Other	0.00	385.82
Utilities		
Utilities Water, Light, & Power	36,833.81	42,771.62
Utility Sewer	5,336.97	4,596.51
Waste Services	1,645.84	1,647.00
Utilities - Other	4,809.74	0.00
Total Utilities	48,626.36	49,015.13
Total Expense	101,366.59	111,827.56
Net Income	67,101.49	53,874.00



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

October 7, 2016

Andy Lisak, Administrator
Douglas County
1316 N. 14th Street, Suite 301
Superior, WI 54880
715.395.1335 office
715.395.1312 fax

**FAIRGROUND LOT MASTER PLANNING
PROPOSAL FOR SERVICES**

Dear Andy:

Based on your discussions with Mike Fischer, I am pleased to propose the following services to Douglas County for master planning on the 21.2 acre site known as the “Fairground Parking Lot.” This proposal is primarily for working with County staff to explore potential new directions for the site in order to determine its potential marketability for mixed-use (retail, commercial, and residential) development.

SCOPE OF SERVICES

Market discussion

LHB will facilitate a conference call discussion with you and a market professional to discuss development potential. While we understand that the County’s goals are for market-rate retail, commercial, and residential development, we want to work closely with you to understand the near- and far-term potential for this site in broad terms.

The County will provide the following:

- Any available site information, including aerial photographs and base mapping and any analyses or related studies done to-date
- Schedule availability for conference call
- Attendance and participation in three meetings.

LHB meetings and deliverables will include:

- Meeting agenda
- Meeting notes/summaries

Site Master Planning

LHB will develop up to three concepts for redevelopment of the Fairground Parking Lot site, exploring different levels of density, height, and types of use to spark discussion with local decision makers and potential developers. These concepts are specifically intended for the County’s internal use and targeted discussions with contacts and will be developed to the degree needed for professionals to understand the site’s potential. They are not intended for public distribution as marketing materials, nor for use developing a pro forma or more complex analysis. Concepts plans will include the following information:

- Concept master plan graphics
- Precedent imagery to illustrate concepts and sense of place
- Three to five simple sections or sketches to illustrate key elements of plans
- A brief narrative/bullet points describing the three concepts

The County will provide the following:

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
200 Third Avenue Northeast, Suite 100		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902

- Coordination and input from discussions with developers and other stakeholders
 - One round of review with feedback assembled into a single “red-line” document
- LHB meetings and deliverables will include:
- Two meetings with staff to review and refine concepts
 - A final version of the concept plan materials in PDF format

The County will provide the following:

- Available surveys and base site information for the site
- Coordination with other consultants, stakeholders, or developers
- Participation in team meetings
- Timely feedback on proposed materials

Exclusions:

- Team, public, agency, focus group, or stakeholder meetings beyond those described above
- If changes are needed to the concepts following the round of review described above, that work will be done on an hourly basis. The hourly rate for the Project Manager is \$130 and the hourly rate for a Landscape Designer is \$86. If the changes are minor and the revisions takes approximately two hours for the Project Manager and six for the Landscape Designer, the total additional service will be approximately \$776.00. LHB will work with you to determine the actual hours needed before beginning this work to provide a more accurate estimate.

SCHEDULE

LHB can begin work immediately. All work and final deliverables will be complete by March 2017.

COMPENSATION

Compensation for the Landscape Architect’s services shall be on a lump sum basis for Ten Thousand Dollars (\$10,000.00). Reimbursable expenses shall be additional including document reproduction, postage, and mileage and will not exceed Three Hundred Dollars (\$300.00) without prior approval.

TERMS AND CONDITIONS

Upon your approval of this proposal, LHB will prepare an agreement consistent with the terms and conditions of our standard agreement form.

Please contact me at 612.752.6956 with any questions. I am excited to have the opportunity to work with you as you imagine the future of this site.

LHB



Lydia Major

325 BLAKE SITE CONCEPT 2



CONCEPT 2 COMPONENTS

- Commercial:
- 3,600 ft² total (18 spaces required @ 1 space/200 ft²)
- Office/Maker Space:
- 13,800 ft² total (55 spaces required @ 1 space/250 ft²)
- Residential:
- 462 units (462 spaces required @ 1 space/dwelling)
- 40 townhomes (40 spaces required @ 1 space/dwelling)
- Gallery/Community Room:
- 3,600 ft² total (14 spaces reserved)
- Parking:
- 518 Structured
- 57 Surface
- 40 Townhome Garage

GUIDING PRINCIPLES

- Encourage sustainable development.
- Feature Minnehaha Creek, the Greenway, and stormwater elements as central to the identity and organization of the site.
- Allow the public access to and through the site so that the creek becomes a community amenity.
- Minimize office and retail use, and orient these uses towards Blake Road and Cottageville Park.
- Provide a variety of housing choices that balance density and natural features including townhomes, live/work units, and apartments.
- Enhance physical and visual connections across Blake and to the Greenway, trail, and park.
- Anticipated time frame: Development RFP in 2016 for 2018 construction start.



BLAKE ROAD STATION TOD EARLY IMPLEMENTATION

CONCEPT SITE PLAN - 325 BLAKE

APRIL 1, 2016



MINNEHAHA CREEK
WATERSHED DISTRICT



CBRE



PERFORMANCE
DRIVEN DESIGN.

Fairgrounds & Racetrack Upgrades

1. Patch the rust on the grandstands. Lots of holes. (Est. \$7,000)



2. Bathrooms

a. New Sinks in the middle (Est. \$10,000)



b. New divider walls and toilets for the stalls (Est. \$40,000)



3. Phase two of the lighting project (Est. \$45,000)



4. 70 Eight Foot Plastic Tables (Est \$6,000)



5. Paint – Lots of area that needs to be painted (est. 40 five gallon buckets)
(Est. \$1,500)



6. Replace Gate on Tower Avenue Entrance (Est. \$10,000)



7. Curling Club Doors to the outside all need to be looked at. You can see daylight on a lot of them and wasting energy (est. \$5,000)



8. Railings in the grandstands for fans to hold on to (Est. \$2,000)



The County of Douglas, in the State of Wisconsin, grantor, hereby quit claims to Deo W. Larson and Carol Ann Larson, Husband and Wife as Joint Tenants.

grantees of Douglas County, in the State of Wisconsin for the sum of Seven Thousand Five Hundred and no/00 (\$7,500.00) Dollars,

the following tract of land in said County of Douglas, to-wit:

East Half of Northwest Quarter of Northwest Quarter (E 1/2 NW 1/4 NW 1/4), Southwest Quarter of Northwest Quarter (SW 1/4 NW 1/4) and Southeast Quarter of Northwest Quarter (SE 1/4 NW 1/4), Section One (1), Township Forty-six (46), Range Fifteen (15), Town of Summit.

GENERAL RIGHTS RESERVED BY GRANTEE

PERFORMANCE AND REVERSION CLAUSE

The grantees agree to construct and complete a dwelling on above described property within five (5) years from the date of this deed. Failure to do so is hereby agreed upon to be sufficient cause for the reversion of the above conveyed property back to Douglas County. Douglas County reserves the right to exercise the reversion or not to exercise the reversion.

OFFICE OF REGISTER OF DEEDS DOUGLAS COUNTY, WISCONSIN Received for record this 9th day of SEPT A.D. 19 76 at 9:00 o'clock P M and recorded in Volume 355 of RECORDS on page 314



IN TESTIMONY WHEREOF, I Raymond H. Somerville the County Clerk of the

County of Douglas, State of Wisconsin, have executed this Deed pursuant to, and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and by the order of the Board of Supervisors of said County of record in my office, on the 9th day of September 19 76 and for and on behalf of the said County of Douglas aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said Board of Supervisors, and my seal, at Superior in said County of Douglas, this 10th day of September in the year of our Lord, one thousand nine hundred and seventy-six



Done in presence of Seena K. Hornback Seena K. Hornback Shirley Aho Shirley Aho

Raymond H. Somerville County Clerk of Douglas County, State of Wisconsin Raymond H. Somerville

STATE OF WISCONSIN, } ss. County of Douglas.

BE IT REMEMBERED, That on the 10th day of September A. D. 19 76 before the undersigned, a Notary Public in and for said County, personally appeared Raymond H. Somerville

Clerk aforesaid, to me known to be the person who executed the above Deed and acknowledged the same as County Clerk of the County of Douglas, State of Wisconsin, for and on behalf of said County for the purpose therein mentioned.



Rosanne Hoffren Notary Public, Douglas County, Wisconsin Rosanne Hoffren

My Commission expires October 30, 19 77 THIS INSTRUMENT PREPARED BY DOUGLAS COUNTY CLERK'S OFFICE

53441

QUIT CLAIM DEED

DOUGLAS COUNTY
TO

OFFICE OF REGISTER OF DEEDS
Douglas County, Wisconsin }

I hereby certify that the within deed was
filed in this office for record on the _____
day of _____ A. D. 19 _____

at _____ o'clock _____ M. and was duly recorded
Vol. **355** PAGE **314**
Register of Deeds.

County Clerk 2/9/98

**Douglas County, Wisconsin
Land and Development
October 10, 2016**

	2016 Budget	2016 Actual through 10/10/2016
Beginning Balance - January 2016	\$ 870,818	\$ 870,818
Property Management - Land	91,400	36,051
Property Management - Land	131,800	72,342
Net Land Sales	(40,400)	(36,291)
2016 ATC Allocation	83,284	83,284
Revenues	<u>42,884</u>	<u>46,993</u>

Animal Shelter	40,000	40,000
Douglas County Historical Society	10,000	10,000
Dragon Boats	2,000	2,000
Head of the Lakes Fair Improvements	31,000	16,403
4-H Fair	20,000	-
City-County Development Association	70,000	69,977
Economic Development-Administration	30,000	22,500
Convention & Visitor's Bureau	35,000	30,000
Special Projects	5,000	-

Expenditures	<u>243,000</u>	<u>190,880</u>
Net Increase (Decrease)	(200,116)	(143,887)
Balance	<u>\$ 670,702</u>	<u>\$ 726,931</u>

Fairgrounds surcharge balance

Beginning Balance - January 2016	\$ 39,586
Revenues:	
Fairs, Rodeo, and Speedway	10,828
Balance through October 10, 2016	<u>\$ 50,414</u>

	Approved	Paid
Development Association	50,000	50,000
Better City Superior	10,000	10,000
County Administrator	15,000	10,577
Total	<u>75,000</u>	<u>70,577</u>



FAIRGROUNDS SURCHARGE ACCOUNT SUMMARY

	2012	2103	2014	2015	2016
HOL Fair					
	\$ 4,137.21	\$ 4,628.61	\$ 2,636.02	\$ 3,171.00	\$ -
Speedway					
	\$ 7,285.30	\$ 8,989.57	\$ 8,119.12	\$ 10,138.43	\$ 6,239.08
Rodeo					
	\$ 1,237.01	\$ 1,193.54	\$ 1,299.14	\$ 1,256.84	\$ 1,418.16
Miscellaneous					
	\$ 81.00	\$ 331.75			
Total	\$ 12,740.52	\$ 15,143.47	\$ 12,054.28	\$ 14,566.27	\$ 7,657.24

NOTE: 2015 HOL Fair surcharge payment was received in 2016 and is reflected in that year's revenue



DOUGLAS COUNTY LAND BID APPLICATION

Parcel No.: 13-16
Zoning Classification: SUB Apt Residential

Requestor(s) Name: Land & Development Committee	Date: 10/6/2016
Address: 1313 Belknap Street, Room 101, Superior, WI 54880	Phone: 715-395-1397

Tax ID Number(s): 11-811-00040-00

Intended Use: To get the property back on the tax roll.	Lot Size/Acreage: Approximately .65 acres
---	---

Adjacent Owner(s): Glenn & Judith Nelson, 3606 E 4th Street, Superior, WI 54880;
Douglas County, 1313 Belknap Street, Superior, WI 54880.

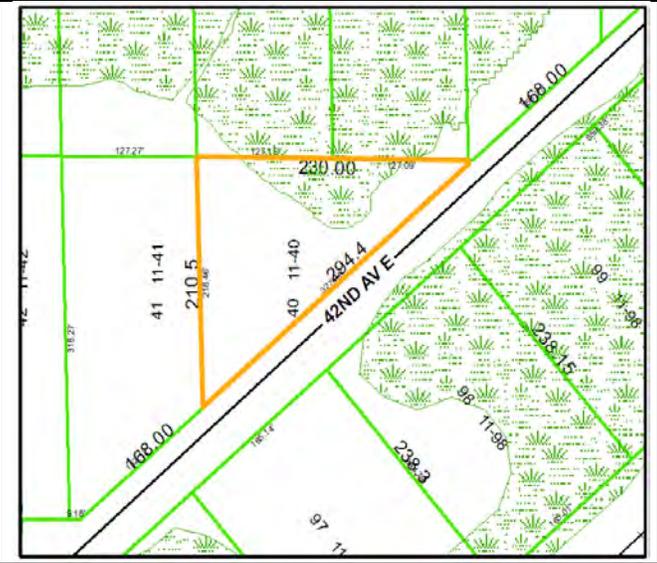
Year Taken/Acquired1 1933	Taxes: \$0.00	Special Assessments: \$0.00	Total: \$0.00	Stormwater Fees: \$0.00
------------------------------	------------------	--------------------------------	------------------	----------------------------

Comparative Land Value: \$6,100	Formula Lot/Acreage Value: \$390
---------------------------------	----------------------------------

Timber Value: N/A	Minimum Bid Amount:
-------------------	---------------------

Legal Description: Lot 40, Allouez Acres, City of Superior.

	APPROVAL	OBJECTION	SENT	N/A
CB Supervisor Keith Allen			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Municipal Chair/City Planner			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zoning			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Highway			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Forestry			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Land Conservation			<input checked="" type="checkbox"/>	<input type="checkbox"/>
The Development Association/Admin.	Informational		<input checked="" type="checkbox"/>	<input type="checkbox"/>



RETURN TO COUNTY CLERK'S OFFICE BY: 10/18/16	DATE OF NEXT LAND MEETING: 10/25/16	MAP PAGE: 82
--	-------------------------------------	--------------

Miscellaneous Comments:

DOUGLAS COUNTY TAX-FORFEITED LAND

Information by Parcel

Parcel ID: 11-811-00040-00

Property Address:

NONE

Legal Description: ALLOUEZ ACRES LOT 40 15 TD 505

Acreage: APPROXIMATELY .65 ACRES

Zoning Classification: SUBURBAN - APARTMENT RESIDENTIAL

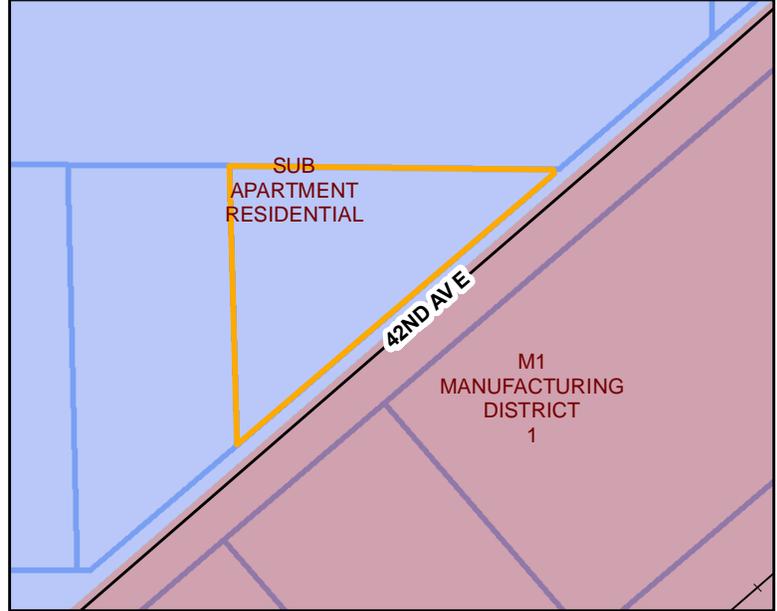
Wetlands: YES

Floodplain: NO

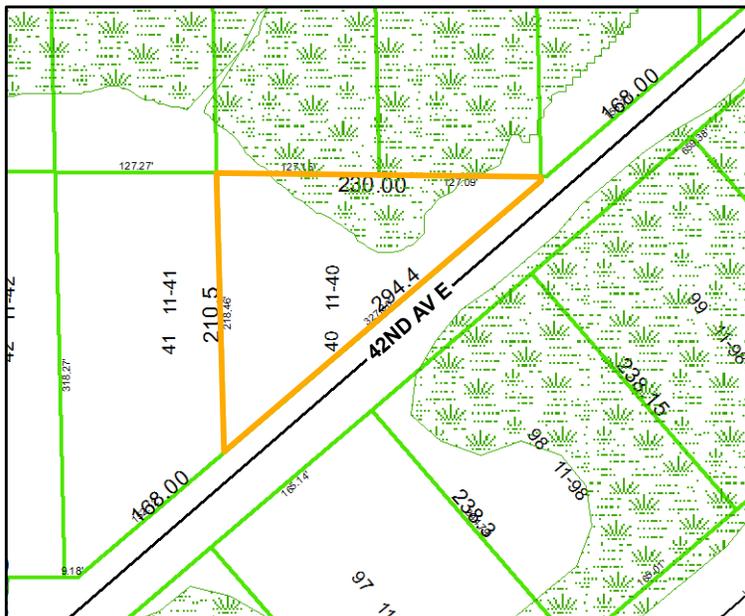
PARCEL MAP WITH 2016 AERIAL PHOTO & WETLANDS



ZONE DISTRICTS



PARCEL MAP WITH LOT LINES



OBLIQUE AERIAL PHOTO VIEW FROM THE SOUTH



150 75 0 150 Feet



FLOOD HAZARD ZONES City of Superior SAMP	
	A
	AE
	ELIGIBILITY
	UNKNOWN
	ELIGIBLE
	NON ELIGIBLE

NO SCALE

Contact the Douglas County Clerks office for more information. 715-395-1341

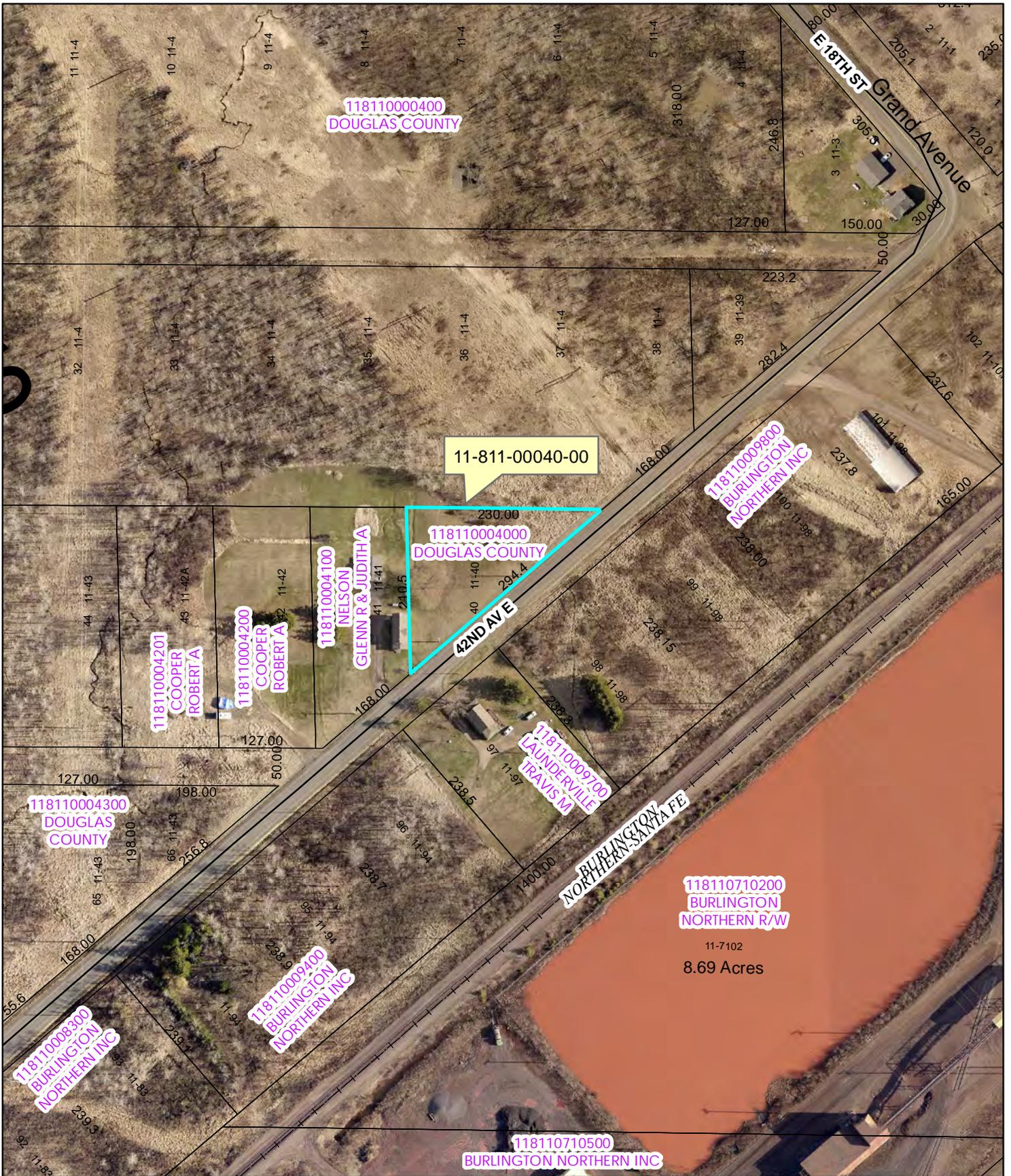
MUNICIPALITY: CITY OF SUPERIOR
Contact the City of Superior Planning Office for Zone District requirements 715-395-7335

Access: Off of 42nd Ave E

ORTHO AERIAL PHOTOS TAKEN SPRING 2016 AND THE OBLIQUE AERIAL IN 2013

Any maps of parcels provided by the Douglas County Clerk's Office are for illustration purposes only, and may not accurately reflect the actual legal boundaries of a parcel.





Douglas County Parcel Sale

Douglas County Clerks Office

Parcel #13-16

