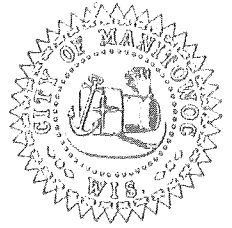




CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



15-1077

Memorandum

To: Common Council

From: Nic Sparacio, Community Development Director *NPS*

Date: 9/23/2015

Re: Development Agreement Abatement and Demolition
Lakeshore Town Center, 828 Memorial Drive

As per Council approval on April 20, 2015 (Item 15-416), attached please find the signed Development Agreement that was executed for 828 Memorial Drive.



**DEVELOPMENT AGREEMENT
ABATEMENT AND DEMOLITION – LAKESHORE TOWN CENTER**

THIS AGREEMENT (hereinafter called the “Agreement”) made as of the 20th day of April, 2015, by and between the **City of Manitowoc** (hereinafter called the “City”) and **Lakeside Improvement, LLC**, a Wisconsin limited liability company (hereinafter called the “Developer”). The City and Developer may collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Developer will be conducting abatement and demolishing the primary structure on the property (hereinafter the “Property”) legally described on the attached Exhibit “A” (tax parcel number 520-031-070) generally located at 828 Memorial Drive; and

WHEREAS, the Developer will request from the City a demolition permit (application for which is attached as Exhibit “B”), but the Developer is also requesting that the City modify or waive the standard form of performance guarantee; and

WHEREAS, the City must still protect the public interest by ensuring proper completion of the demolition; and

WHEREAS, the City and Developer are committed to seeing the Property redeveloped into an active mixed-use town center that generates economic activity and tax base for the community.

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the Parties as follows:

- I. Proposed Project Scope and Developer Obligations. Developer shall demolish the former Lakeview Center mall, all parking lot lights and support structures, and all free standing signage on the Property. Unless there is a bona fide interest in developing the former Powers Auto Center, then Developer shall also demolish that structure. Developer shall document, remove from the site, and properly dispose of all contaminated (e.g., asbestos, lead-based, PCB, petroleum, etc.) materials. Developer shall also document, remove from the site, and properly dispose of all other demolition materials that will not be utilized for future fill material on the site. Developer may temporarily stockpile rubbelized building materials that will be utilized for future fill material in one or more visually screened locations. This scope of work is referred to hereinafter as the “Project”. Developer shall also comply with the following requirements for this Project:
 - A. Developer shall secure the services of one or more appropriate contractor(s) and expend all funds necessary to complete the Project.
 - B. Developer may leave building foundations in place as long as no hazardous materials or other contaminants remain, and utilities have been properly terminated in compliance with the requirements of the Manitowoc Municipal Code.
 - C. Developer shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting necessary plans and obtaining applicable permits.

- D. Developer obligations under this Agreement will be considered satisfied and complete when the scope of work is complete as deemed with a certificate of completion from the City.
- E. Developer shall complete the Project no later than December 31, 2015 in accordance with demolition permits approved by the City. If Developer fails to complete the Project by December 31, 2015, the Developer agrees and covenants to enter into good-faith negotiations with the City to sell the Property to the City for an agreed upon price, subject to each parties' rights including that the City may choose to condemn the property. The negotiated price will reflect a net reduction of property value based on the actual cost to complete any remaining demolition work. If the City elects to condemn or to acquire the property following its good faith negotiations, the Developer agrees to:
 - 1. Not contest the City's right of condemnation;
 - 2. Accept the City's jurisdictional offer (which will be based on a full narrative appraisal); provided Developer has determined that the offer is reasonably consistent with the fair market value based upon the City's appraisal and an independent MIA appraisal commissioned and paid for by Developer at the time of such jurisdictional offer; and
 - 3. Participate in a cooperative condemnation process.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. City Obligations.

- A. The City will cooperate with respect to the timely issuance of all approvable permits necessary for completion of the Project. All Parties agree to use reasonable efforts to obtain performance on the conditions of this Agreement, and the City will extend reasonable flexibility in the timeline giving consideration to Unavoidable Delays.
- B. Nothing in this Agreement shall be construed to require the City to purchase or condemn the Property. The City retains its rights to exercise discretion in this regard, and the preferred scenario is for the Developer to complete the demolition and develop the property.
- C. If Developer fails to complete the Project, the intent of this Agreement is that the Parties would first attempt to voluntarily reach an agreed upon price for the property prior to utilizing the condemnation option. The City agrees and covenants to not make a jurisdictional offer prior to December 31, 2016.
- D. As approved by the Common Council, this agreement serves in lieu of the requirement for an irrevocable letter of credit under Section 16.070, MMC.

III. Rights of Access

- A. The Developer shall permit representatives of the City to have reasonable access to the Property at all reasonable times for the purposes of enforcing this Agreement, including, but not limited to, inspection of all work being performed in connection with the Project.
- B. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section. The City shall not test, sample or remove any materials without Developer's written consent unless necessary for building inspection purposes.

IV. Other Rights and Remedies.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the Parties; accordingly, the Parties shall, in the event of legal proceedings, authorize the remedies to compel the specific performance of the defaulting party. The Parties agree that specific performance constitutes completion of the scope of work defined in this Agreement.

- B. The Parties shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond

those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are Parties to this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount which becomes due to the Developer or its successors under this Agreement.
- E. **Insurance.** Prior to commencing demolition under this Agreement, the Developer or its Contractor shall provide and keep in full force and effect during demolition a comprehensive general liability insurance policy with all risks coverage of at least \$2,000,000.00 in aggregate. Such policy of insurance shall be written by an insurance company authorized to do business in the state of Wisconsin. The City shall be named as an additional insured on this certificate of insurance. Prior to commencement of demolition, the Developer shall file with the City a certificate of insurance with appropriate additional insured and notice endorsements setting forth that all coverage herein is in full force and effect and providing the City will be given 10 days written notice prior to termination or cancellation of such coverage. Claims made or losses experienced do not in themselves relieve the Developer of its obligation to perform under this Agreement.
- F. **Applicable Law, Severability, and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or Parties thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns. The parties agree any litigation relating to this agreement shall be in Manitowoc County Circuit Court, Manitowoc, Wisconsin.
- G. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties.
- H. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- I. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

J. **Formalities and Authority.** The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: Lakeside Improvement, LLC
Attention: Steven A. Elkind, Ph.D.
2617 Arboretum Drive
Madison, WI 53713

To CITY: City of Manitowoc
Attention: City Clerk
900 Quay Street
Manitowoc, WI 54220

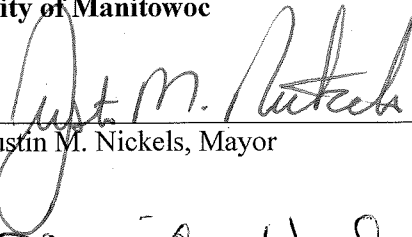
or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

L. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

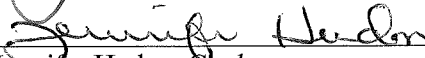
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed the date first above written.

Attest:

City of Manitowoc



Justin M. Nickels, Mayor



Jennifer Hudon, Clerk

Attest:

Lakeside Improvement, LLC



Steven A. Elkind, Ph.D., Sole Member

Exhibit A
Legal Description

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 24 EAST, BEING PART OF LOTS 16, 17 AND 31, OF OEHLER AND GUENTHER'S SUBDIVISION IN THE CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 40 FEET EAST AND 40 FEET SOUTH OF THE WEST 1/4 CORNER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 24 EAST, BEING IN THE SOUTHEAST CORNER OF JOHNSON DRIVE AND EAST MAGNOLIA AVENUE, BEING THE POINT OF REAL BEGINNING; THENCE SOUTH 89 DEGREES 58' 25" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST MAGNOLIA AVENUE 184.90 FEET; THENCE ALONG THE ARC OF A 778.52 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING SOUTH 67 DEGREES 35' 55" EAST, LONG CHORD 592.71 FEET) 608.05 FEET; THENCE SOUTH 45 DEGREES 13' 25" EAST 206.67 FEET; THENCE ALONG THE ARC OF A 1739.73 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING SOUTH 50 DEGREES 55' 10" EAST, LONG CHORD 345.33 FEET) 345.90 FEET (RECORDED AS 1486.06 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING SOUTH 50 DEGREES 55' 10" EAST, LONG CHORD 294.98 FEET, 295.46 FEET); THENCE SOUTH 56 DEGREES 36' 55" EAST 42.62 FEET (RECORDED AS SOUTH 56 DEGREES 36' 55" EAST 104.30 FEET) TO THE WESTERLY RIGHT OF WAY LINE OF MEMORIAL DRIVE AND STATE HIGHWAY 42; THENCE SOUTH 33 DEGREES 23' 05" WEST ALONG SAID RIGHT OF WAY LINE OF MEMORIAL DRIVE 148.00 FEET; THENCE SOUTH 25 DEGREES 58' 40" WEST 100.84 FEET (RECORDED AS SOUTH 24 DEGREES 52' 05" WEST 101.30 FEET); THENCE SOUTH 33 DEGREES 23' 05" WEST, 244.84 FEET (RECORDED AS SOUTH 33 DEGREES 23' 05" WEST 241.10 FEET); THENCE ALONG THE ARC OF A 173.72 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING SOUTH 61 DEGREES 35' 35" WEST LONG CHORD 164.23 FEET) 171.05 FEET (RECORDED AS A 178.08 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING SOUTH 61 DEGREES 35' 35" WEST, LONG CHORD 168.35 FEET, 175.35 FEET) TO THE NORTH RIGHT OF WAY LINE OF REED AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 48' 05" WEST 776.00 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF JOHNSTON DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00 DEGREES 07' 25" WEST 1112.12 FEET MORE OR LESS TO THE POINT OF REAL BEGINNING.

Tax Parcel Number(s): 52-520-031-070

Exhibit B
Demolition Permit Application



DEPARTMENT OF
BUILDING INSPECTION
CITY HALL
900 QUAY STREET
Manitowoc, WI 54220
(920) 686-6940
www.manitowoc.org

Building Permit

PERMIT TYPE CODE:
COMRAZING

PERMIT NO.
020889

ISSUED DATE:
9/21/2015

ISSUED BY:

COPY

PROJECT ADDRESS

828 MEMORIAL DR

PARCEL NUMBER

520-031-070

ZONING DISTRICT

OWNER

LAKESIDE IMPROVEMENT LLC

MAILING ADDRESS

10620 N PORT WASHINGTON RD

CITY

MEQUON

STATE, ZIP

WI, 53092

TELEPHONE

//

CONTRACTOR

GENCORP SERVICES

MAILING ADDRESS

907 DOCK ST

CITY

ST LOUIS

STATE, ZIP

MO, 63147

TELEPHONE

3147396115 / 3143984269

CONTRACTOR LICENSE

....

CONTRACTOR LICENSE

....

APPLICANT

GENCORP SERVICES

MAILING ADDRESS

907 DOCK ST

CITY

ST LOUIS

STATE, ZIP

MO, 63147

TELEPHONE

//

PROJECT DESCRIPTION

RAZE FORMER LAKEVIEW MALL STRUCTURE APPROX 292,098 SF AND FORMER POWERS TIRE BUILDING APPROX 6,804 SF The procedure of this permit is as follows: Demolition will commence at the northerly end of the structure (Montgomery Wards, Magnolia Dr) & continue southerly toward and up to the Penney's Store (Reed Ave) as this portion is abated of all contaminated materials, per project # 15A039 by GenCorp Services, 907 Dock St, St Louis, MO 63147. The Penney's Store, at the southerly end of the structure may be demolished with this same permit at the time it has also been abated. AMENDED 9-21-2015 This permit WILL INCLUDE the former Power's Tire Center, a separate structure of 6,804 SF at the SW corner of this parcel as all contamination in this structure will be removed.

ESTIMATED PROJECT COST

(\$) 200000

TOTAL PERMIT FEE

(\$) 500

APPLICANT CUSTOMER NUMBER

47735

RECEIPT NUMBER

CONDITIONS/COMMENTS:

Before any phase of construction is covered or concealed by a subsequent phase of construction please call (920) 686-6940 to schedule an inspection.

I HEREBY CERTIFY THAT THE INFORMATION SET FORTH ON THIS FORM IS COMPLETE AND ACCURATE AND DO HEREBY AGREE TO COMPLY WITH ALL APPLICABLE EASEMENT AREAS, CODES AND INSPECTION REQUIREMENTS OF THE CITY OF MANITOWOC AND THE STATE OF WISCONSIN AND WITH ANY CONDITIONS ATTACHED HERETO:

Applicant's Signature

Raymond M. Utter

Dated

9/21/2015

THIS PERMIT IS VOID IF WORK DOES NOT BEGIN IN FOUR MONTHS FROM THE ISSUED DATE, OR IF WORK IS SUSPENDED FOR A PERIOD OF SIXTY (60) DAYS. ALL WORK MUST BE COMPLETED WITHIN TWELVE (12) MONTHS FROM THE DATE OF PERMIT ISSUANCE. IF THE PERMIT HAS LAPSED A NEW PERMIT SHALL BE ISSUED AT ONE-HALF (1/2) THE REGULAR FEE RATE.

Receipt

City of Manitowoc
Treasurer's Office
Batch: 00521
Permit:
Receipt No. 00258867
Date 09/21/2015
Time 10:03 AM

GENCORP SERVICES
907 DOCK ST
ST LOUIS MO 63147

RAZING			
Razing by SQ FT		500.00	
Receipt Total			500.00
Check	30825	500.00	30825
Change		0.00	

1

⊙

thereof
and commissions,
and all depts, boards,
City of Manitowoc
For Deposit Only
Date: 09/21/2015
Time: 10:03 AM
Customer No. 047735
Batch: 00521
Recpt: 00258867

9-9-15
73951



CITY OF MANITOWOC

DEMOLITION/SALVAGING APPLICATION

Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

Project Address: 828 Memorial Dr., Manitowoc, WI 54220

Business Name: Lakeview Mall

Property Owner Information:

Property Owner Name: Lakeside Improvement Inc.

Company: Lakeside Improvement Inc.

Street Address: 2617 Arboretum Dr.

City / State: Madison, WI

Zip: 53713

Phone: (608) 334-8995

Fax:

Contact Person: Steven Elkind

Email: stevenelkind@charter.net

Demolition Contractor Information:

Company: Gencorp Services

Street Address: 907 Dock St.

City / State: St. Louis, MO

Zip: 63147

Phone: (314) 739-1155

Fax: (314) 739-1166

Contact Person: Michael Renfroe

Email: mrenfroe@gencorpservices.com

Estimated Project Cost: \$\$ 200,000.00

Irrevocable Letter of Credit: N/A (Development Agreement)

Attach Copy

Approved by City Attorney

Comprehensive Liability Insurance:

Attach Copy

City of Manitowoc Listed as Certificate Holder

Project Information:

Commencement Date: SEPT. 21, 2015

Completion Date: PRIOR TO: 12-21-2015

Residential Use

Commercial Use

Historic District

Vacated Building

Condemnation Order

Structural Damage

Future Development - Structure

Future Development - Parking

Future Green Space

Project description and post-demolition plans (Attach additional sheets if necessary):

Excavator will be used for controlled demolition and site will be taken to current grade, while leaving the slab in place.

Asbestos Abatement:

Asbestos testing conducted? Yes No

Asbestos present? Yes No

Attach asbestos testing report *o/s RB*

Detail of All Structures to be Demolished:

Structure 1 Principal Accessory Commercial Residential ____ Units
 (Mall) Year Built: _____ Basement Yes No Number of Stories 2.0
 Construction Type Frame Brick Metal

Structure 2 Principal Accessory Commercial Residential ____ Units
 (POWERS TIRE) Year Built: _____ Basement Yes No Number of Stories _____
 Construction Type Frame Brick Metal

Structure 3 Principal Accessory Commercial Residential ____ Units
 Year Built: _____ Basement Yes No Number of Stories _____
 Construction Type Frame Brick Metal

Structure 1 Mall ONLY 292,048 SF x 15 = 4,381,470 CF OK

	Height	Length	Width	Cubic Feet
	Total Mall SF is approx. 300,000 SF x 15 Ft.			4.5 mil CF OK
Structure 2	POWERS Bldg. 6804 x 15 =			102060 CF OK
Structure 3				
	Total Cubic Feet			

Demolition - Properties with Buildings Exceeding a Total of 100,000 Cubic Feet:

Require Common Council approval. The Common Council may consider the permit application only after receiving the recommendation of the Licensing, Permits, and Inspections Committee. MMC 16.070(1)(b).

Salvage and Non-Structural Demolition - Properties with a Building Exceeding 25,000 Cubic Feet:

No person may salvage from a vacated building unless the work is performed under a demolition permit issued to the applicant by the Building Inspector. "salvage" shall be defined as the controlled removal of materials intended to be reclaimed or saved from destruction of a building including, but not limited to machines, wire, conduit, equipment, steel, wood, copper, aluminum, glass, brick, concrete, asphalt material, tangible property that is man-made and detachable from the real property such as fixtures, and the like. Salvage activities shall require the issuance of a demolition permit under MMC Section 16.070, and all demolition permits will require the structure to be removed as described in the approved permit.

The applicant attests that this form is accurately completed and all required materials are submitted:

Signature of the Applicant: 

Date: 09/09/2015

Authorizing Signature of the Property Owner: 9-10-15 Email from Steve A. Eikind

Date:



CITY OF MANITOWOC

UTILITY SERVICE DISCONNECTION

Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, have been removed, and service connections are sealed and plugged correctly.

Diggers Hotline 800-242-8511

Service Order # 20153513966	Contact Name: Operator
-----------------------------	------------------------

Wisconsin Public Service 800-450-7260

Gas Meter Number# 439168	Contact Name: Kim Garter
Date of Service Retirement and Meter Removal: September 3, 2015	
Contact Signature: *see attached*	

Manitowoc Public Utilities Water 920-683-4600

Water Meter Number# Various	Contact Name: Dan Salm
Date of Service Retirement and Meter Removal: March, 2013	
Contact Signature: *see attached*	

Manitowoc Public Utilities Electric 920-683-4600

Electric Meter Number# Various	Contact Name: Dan Salm
Date of Service Retirement and Meter Removal: November, 2011	
Contact Signature: *see attached*	

Telephone Company

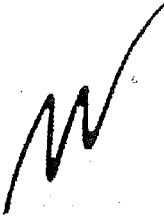
Provider Name: AT&T	Phone: 920-433-4112
Date of Disconnection: September 15, 2015	Contact Name: Kari Jensen

Cable Television Company

Provider Name: Comcast	Phone: 920-629-6935
Date of Disconnection: September 9, 2015	Contact Name: Dave Howarth

Plumbing Inspector Sewer and Water Lateral Termination 920-686-6940. Upon completion of demolition, the ends of all underground sewer or drain pipes shall be securely stopped with watertight and durable material. The water supply and sewer systems shall be abandoned inside the lot line by a licensed master plumber.

Date of Disconnection: TBD	Contact Name: Steve Karls / 920-686-3726
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CITY OF MANITOWOC

UTILITY SERVICE DISCONNECTION

Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, have been removed, and service connections are sealed and plugged correctly.

[X] Diggers Hotline 800-242-8511
Service Order # _____ Contact Name: _____

[] Wisconsin Public Service 800-450-7260.
Gas Meter Number # _____ Contact Name: _____
Date of Service Retirement and Meter Removal: _____
Contact Signature: _____

[X] Manitowoc Public Utilities Water 920-683-4600.
Water Meter Number # VARIOUS Contact Name: DAN SALM
Date of Service Retirement and Meter Removal: MARCH, 2013
Contact Signature: [Signature]
WATER M # 32907 STILL ACTIVE IN PENNY'S STORE

[X] Manitowoc Public Utilities Electric 920-683-4600.
Electric Meter Number # VARIOUS Contact Name: DAN SALM
Date of Service Retirement and Meter Removal: NOVEMBER, 2011
Contact Signature: [Signature]
ELECTRIC M # 20110022 STILL ACTIVE IN PENNY'S STORE

[] Telephone Company.
Provider Name: _____ Phone: _____
Date of Disconnection: _____ Contact Name: _____

[] Cable Television Company.
Provider Name: _____ Phone: _____
Date of Disconnection: _____ Contact Name: _____

[] Plumbing Inspector Sewer and Water Lateral Termination 920-686-6940. Upon completion of demolition, the ends of all underground sewer or drain pipes shall be securely stopped with watertight and durable material. The water supply and sewer systems shall be abandoned inside the lot line by a licensed master plumber.
Date of Disconnection: _____ Contact Name: _____



CITY OF MANITOWOC

UTILITY SERVICE DISCONNECTION

Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, have been removed, and service connections are sealed and plugged correctly.

[] Diggers Hotline 800-242-8511

Service Order #

Contact Name:

[] Wisconsin Public Service 800-450-7260.

Gas Meter Number # 439168

Contact Name: Kim Gorter

Date of Service Retirement and Meter Removal: 9-3-15

Contact Signature: Kim Gorter

[] Manitowoc Public Utilities Water 920-683-4600.

Water Meter Number #

Contact Name:

Date of Service Retirement and Meter Removal:

Contact Signature:

[] Manitowoc Public Utilities Electric 920-683-4600.

Electric Meter Number #

Contact Name:

Date of Service Retirement and Meter Removal:

Contact Signature:

[] Telephone Company.

Provider Name:

Phone:

Date of Disconnection:

Contact Name:

[] Cable Television Company.

Provider Name:

Phone:

Date of Disconnection:

Contact Name:

[] Plumbing Inspector Sewer and Water Lateral Termination 920-686-6940. Upon completion of demolition, the ends of all underground sewer or drain pipes shall be securely stopped with watertight and durable material. The water supply and sewer systems shall be abandoned inside the lot line by a licensed master plumber.

Date of Disconnection:

Contact Name:



CITY OF MANITOWOC

UTILITY SERVICE DISCONNECTION

Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, have been removed, and service connections are sealed and plugged correctly.

Diggers Hotline 800-242-8511

Service Order #

Contact Name:

Wisconsin Public Service 800-450-7260.

Gas Meter Number # 439168

Contact Name: Kim Gorter

Date of Service Retirement and Meter Removal: 9-3-15

Contact Signature: Kim Gorter

Manitowoc Public Utilities Water 920-683-4600.

Water Meter Number #

Contact Name:

Date of Service Retirement and Meter Removal:

Contact Signature:

Manitowoc Public Utilities Electric 920-683-4600.

Electric Meter Number #

Contact Name:

Date of Service Retirement and Meter Removal:

Contact Signature:

Telephone Company.

Provider Name:

Phone:

Date of Disconnection:

Contact Name:

Cable Television Company.

Provider Name:

Phone:

Date of Disconnection:

Contact Name:

Plumbing Inspector Sewer and Water Lateral Termination 920-686-6940. Upon completion of demolition, the ends of all underground sewer or drain pipes shall be securely stopped with watertight and durable material. The water supply and sewer systems shall be abandoned inside the lot line by a licensed master plumber.

Date of Disconnection:

Contact Name:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AW Welt Ambrisco Insurance, Inc. 24 Westside Drive Iowa City IA 52246	CONTACT NAME:	
	PHONE (A/C, No, Ext): (319) 887-3700	FAX (A/C, No): (319) 887-3701
	E-MAIL ADDRESS: Info@awwelt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Active Holdings Group Inc. dba Gencorp Services 2805 Stonegate Ct Hiawatha IA 52233	INSURER A: Starr Surplus Lines Ins Co	
	INSURER B: Federal Insurance Company	
	INSURER C: Cincinnati Insurance	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 15-16 AHG

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1000065403151 Included	2/18/2015	2/18/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> Asbestos Abatement		<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Ded \$10,000						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Pollution	\$ 1,000,000
C	AUTOMOBILE LIABILITY			ENP0223358	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			1000336367151	2/18/2015	2/18/2016	EACH OCCURRENCE	\$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 7,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0044727913	2/18/2015	2/18/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			1000065403151	2/18/2015	2/18/2015	Per Claim Limit	1,000,000
							Ded	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: 828 Memorial Drive, Manitowoc, WI 54220

If required by written contract, the City of Manitowoc (900 Quay Street,

Manitowoc, WI 54220), and Lakeview Improvement LLC and Spirit of the Lake

Enterprises LLC (c/o Kesselman Real Estate, 10620 N. Port Washington Rd,

CERTIFICATE HOLDER

CANCELLATION

City of Manitowoc
Lakeview Improvement LLC
Spirit of the Lake Enterprises
LLC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L Joseph Wegman, CPCU

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COMMENTS/REMARKS

Mequon, WI 53092), and Kesselman Real Estate LLC are automatically included as a primary and noncontributory additional insured on the General Liability.

A Third Party Notice of Cancellation is endorsed on the General Liability, Excess Liability and Auto Liability in favor of the Lakeview Improvement LLC, subject to Iowa state laws.

Rick Schwarz

From: R. Matt Wilson <rmwilson@gencorpservices.com>
nt: Thursday, September 10, 2015 1:40 PM
o: Rick Schwarz
Subject: Authorization for demolition.

Mr. Schwarz,

Please see the following email from Steve Elkind authorizing GenCorp to act on his behalf.

Thank you,

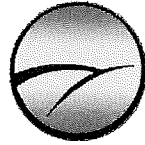
----- Forwarded message -----

From: **sae1050** <sae1050@charter.net>
Date: Thu, Sep 10, 2015 at 1:16 PM
Subject: demolition permission
To: "Susan (srose@gencorpservices.com)" <srose@gencorpservices.com>

This email authorizes GenCorp Services LLC to demolish the two buildings at 800 Memorial Drive, Manitowoc, WI.

Steven A. Elkind
Sole Member, Lakeside Improvement LLC

--
R. Matt Wilson
GenCorp Services
907 Dock St. - St. Louis, MO 63147
314.739.1155 office - 314-398-4269 cell



GenCorp Services

R. MATT WILSON

907 DOCK ST.
ST. LOUIS, MO 63147
rmwilson@gencorpservices.com

CELL: 314-398-4269
OFFICE: 314-739-1155
FAX: 314-739-1166

Rick Schwarz

From: R. Matt Wilson <rmwilson@gencorpservices.com>
Sent: Thursday, September 17, 2015 6:26 AM
To: Rick Schwarz
Cc: Tom Dougherty
Subject: Mall demolition plan
Attachments: demolition plan.pdf; Fire Protection Program.pdf

Mr. Schwarz,

I have prepared and attached a work plan for the demolition of the mall site. Also attached is a copy of our Fire Protection Program form for the fire department's reference.

If you have any questions please give me a call.

Thank you,

--
R. Matt Wilson
GenCorp Services
907 Dock St. - St. Louis, MO 63147
314.739.1155 office - 314-398-4269 cell

*Take care of this
Monday*

DEMOLITION PLAN

Lakeview Mall
828 Memorial Dr.
Manitowoc, WI 54220

Mall Demolition

Demolition of the Lakeview Mall will be completed starting at the North end of the property closest to Magnolia Avenue and continue South toward J.C. Penny's. Asbestos abatement will be completed in J.C. Penny's shortly after demolition commences. We have completed asbestos abatement in all other areas as outlined in the provided closeout documents. Other important details are as follows:

- Asbestos:
A trained asbestos professional will be on site for the duration of the demolition project to address any pertinent asbestos issues in the event they present themselves. The contingency process if unsuspected regulated asbestos containing material is discovered will be as follows:
 - Stop working immediately.
 - Contact owner and local authorities.
 - Begin clean-up in accordance with local state and federal regulations.

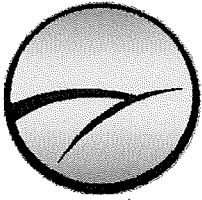
- Disposal:
C & D materials will be removed in a timely manner as demolition progresses. Every reasonable effort will be made to insure that waste does not remain on site any longer than necessary. No stock piling of waste will take place.

- Recycling:
Recyclable materials will be removed in a timely manner as demolition progresses. Any short term storage of recyclables will be dependent on 3rd party trucking availability. No prolonged storage of these materials will take place.

- Processing:
Large scale processing of waste or recyclables will not take place on site. Any perceivable processing will be limited to that necessary for transportation of materials.

- Fire/Emergency Plan:
Emergencies will be handled pursuant to our Fire Protection Program standardized form. This form is updated on a weekly basis or as job variation deems it necessary. A blank copy of GenCorp Services' Fire Protection Program form has been submitted with this plan. A copy of our complete Health Safety Plan can be made available for further reference if necessary.

The demolition process will conform to all restrictions and inclusions as outlined in the demolition permit as issued by the City of Manitowoc. The finished site will consist of existing asphalt parking and remaining concrete building slabs. The area will be clear of any structures or public hazards.



GenCorp Services

907 Dock St.
St. Louis, MO 63147
Phone: 314-739-1155
Fax: 314-739-1166
Email: info@gencorpservices.com

PROJECT NAME: _____
SUPERVISOR: _____

*MFD is
off for
G. Kadon*

FIRE PROTECTION PROGRAM

1. Written site specific Fire Evacuation Plan:

All employees will leave through the South overhead door and gather in the far South lot. Secondary evacuation will be through the East corner door and gather in the North lot.

- 2. How many employees are on this job site? _____
- 3. Where are fire extinguishers located? _____
- 4. Where is the primary exit? _____
- 5. Is there a secondary exit? _____
- 6. Where are the local authorities phone numbers posted? _____
- 7. Is there a phone on site to summon the local authorities? _____
- 8. What is your communication plan to alert employees in case of a fire? _____
- 9. What is the designated meeting spot in case of fire? _____
- 10. Who is the programs administrator or competent person(s)? _____

I, _____, have completed this form and have communicated every aspect of this plan to all employees of Active Thermal Concepts.

Signature of all employees present for this training:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Supervisor Signature: _____

Rick Schwarz

From: Matt Wilson <rmwilson@gencorpservices.com>
Sent: Monday, August 31, 2015 11:07 AM
To: Rick Schwarz
Cc: Tom Dougherty
Subject: AT&T - Lakeview Mall

Rick,

I wanted to keep you in the loop with the utility disconnects at the mall.

A representative of AT&T was on site Friday afternoon from the local repair office to look at disconnecting the phone lines going into the mall. I later received a call from a gentleman from the construction office in Green Bay who informed me the disconnects we are requesting will be a billable construction job with a significant price tag. I was wondering if you have ever heard of such a thing with the phone company or have dealt with this issue before.

Any insight you have on the subject would be greatly appreciated.

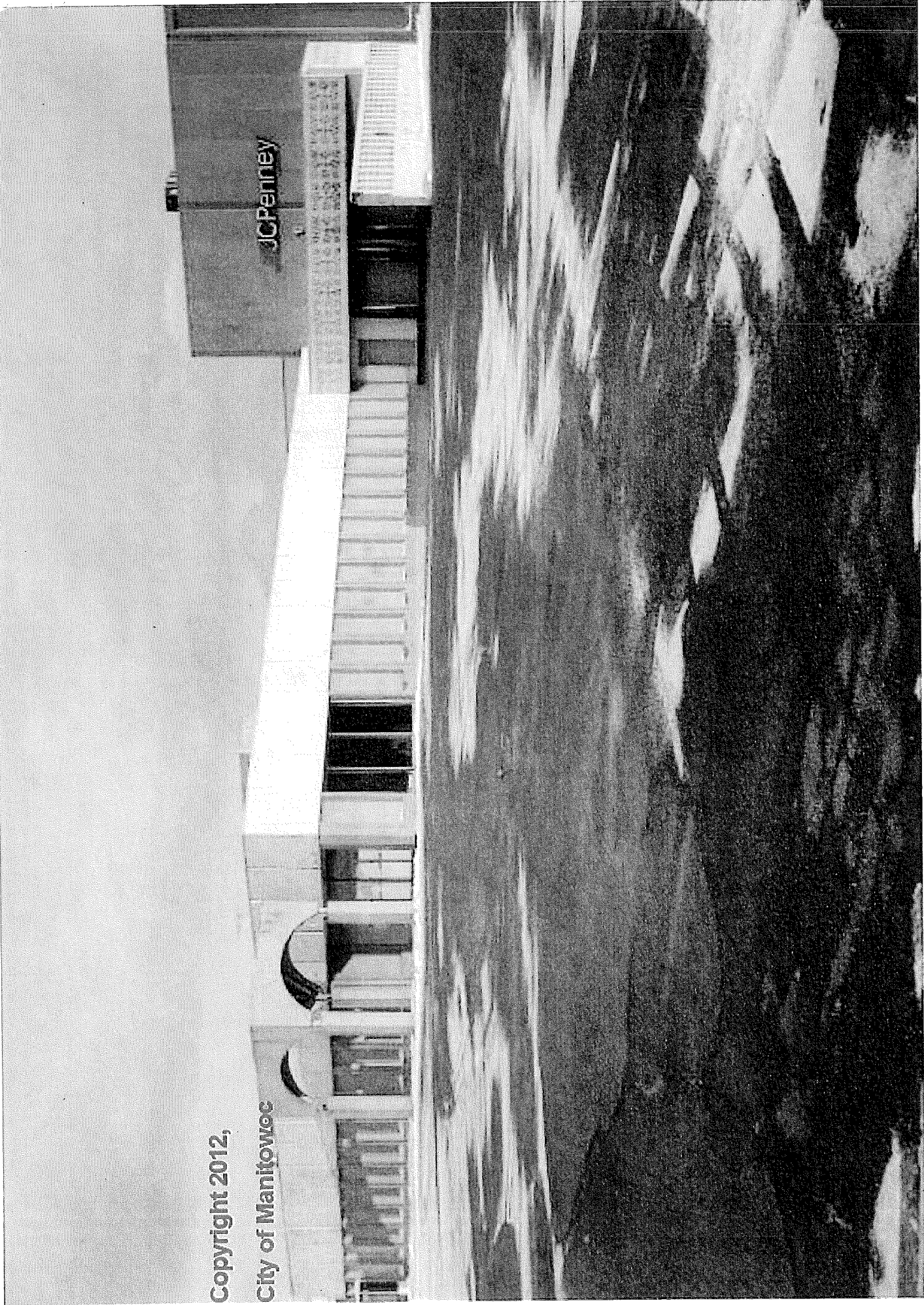
Thank you,

--

R. Matt Wilson
GenCorp Services
907 Dock St. - St. Louis, MO 63147
314.739.1155 office - 314-398-4269 cell

Copyright 2012,
City of Manitowoc

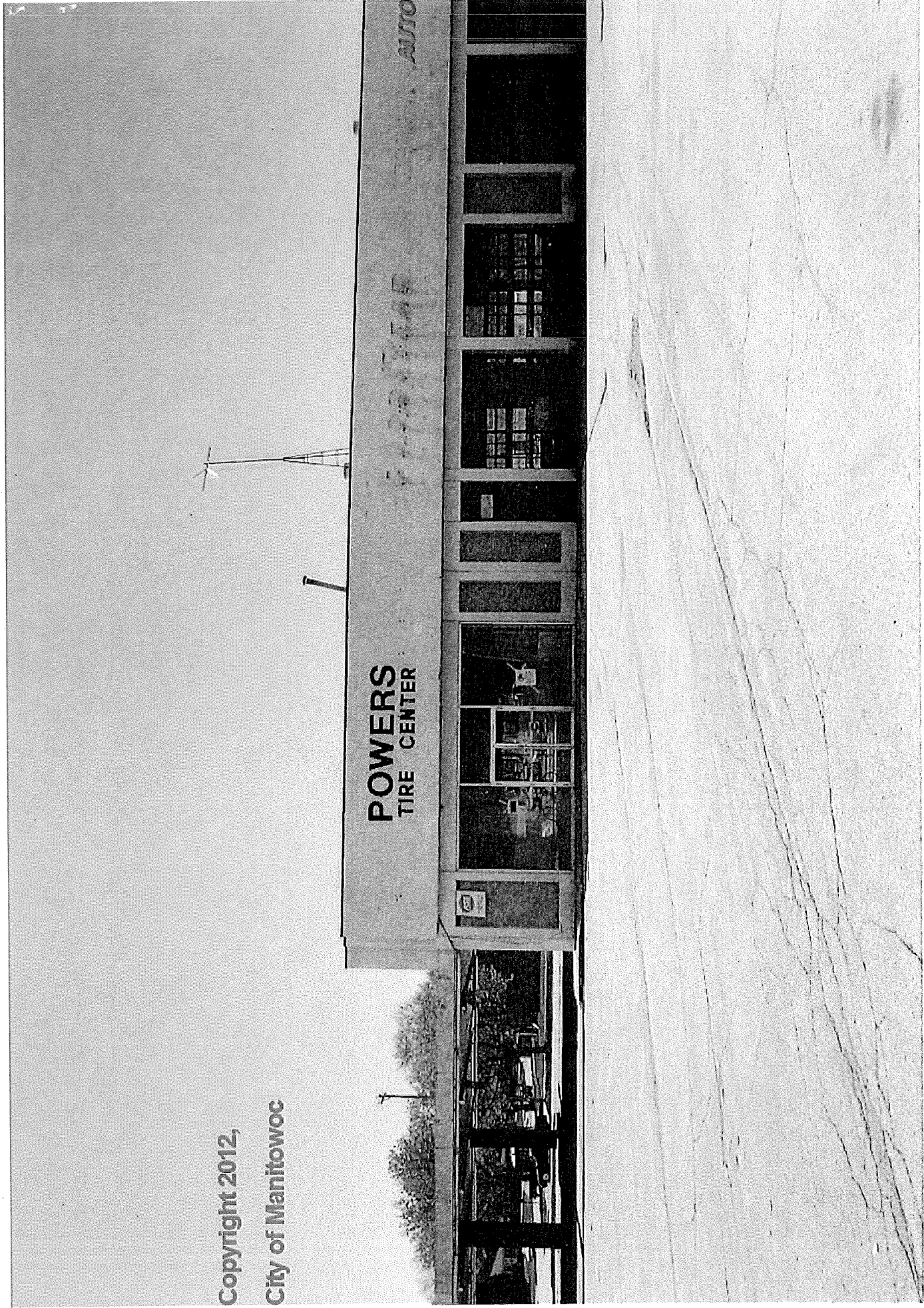
JCPenney



Copyright 2012,
City of Manitowoc

**POWERS
TIRE CENTER**

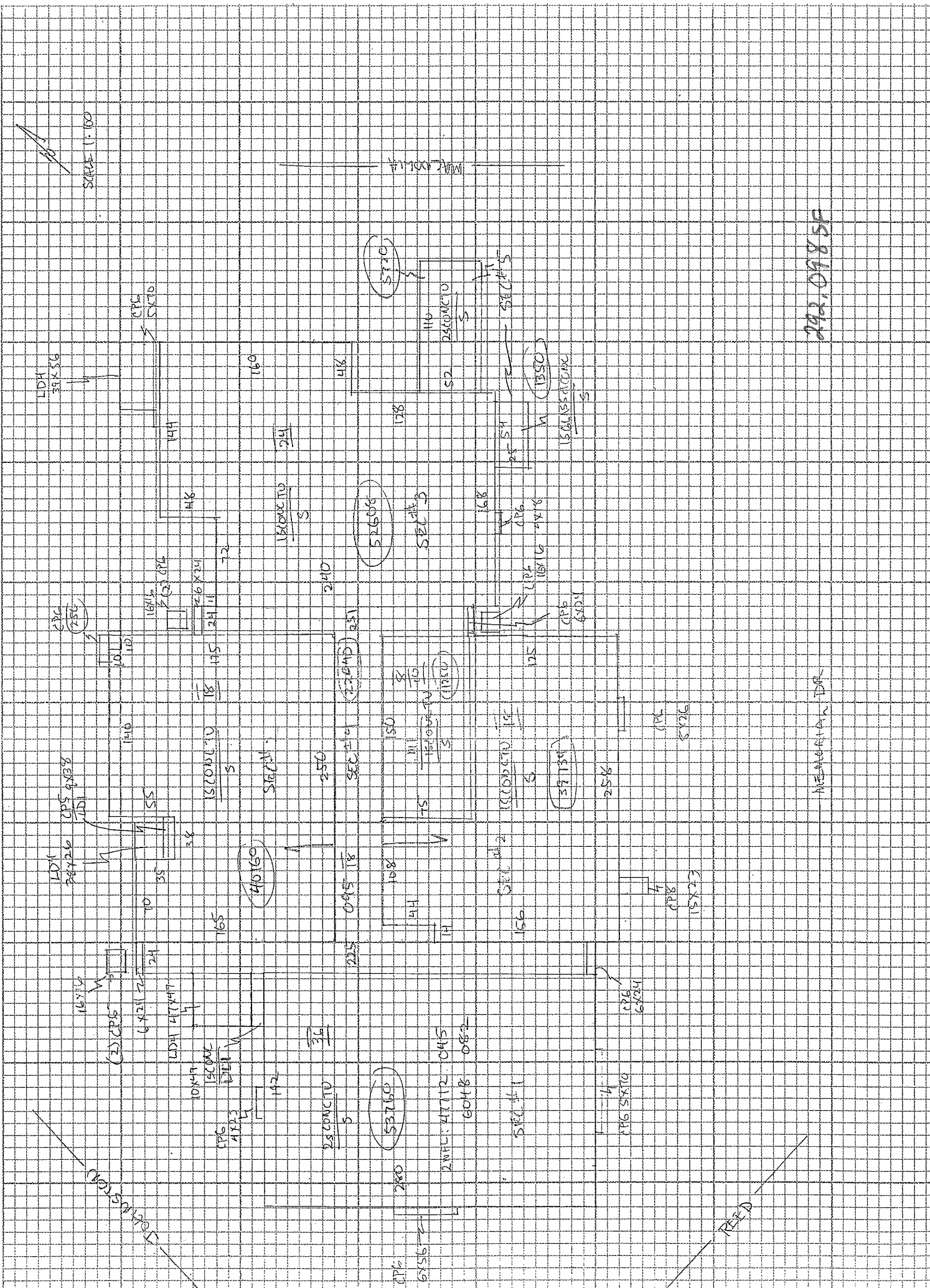
AUTO



520 031 070 1/2 LAKEVIEW CENTER MALL

828 MEMORIAL DRIVE

9/5006



292,0985F

MEMORIAL DR

REED

520 031 070 2 1/2 POWERS TIRE

9/2006

SCALE 1"=30'

ADJUSTED

REED

54

CP8

42

54

88

1520000
3

411522

18

38

MI
1520000

54

20522

6

100

RS3

44

4804 SF



Community Development Department - Building Inspection Division

900 Quay Street, Manitowoc, WI 54220

Phone: 920-686-6940 | Fax: 920-686-6949

This packet is intended to provide a simplified view of code provisions for demolition and salvaging projects. There shall be full compliance with all City codes as well as State and federal laws, rules or regulations which may be applicable. Compliance with Chapter 6 MMC, Fire Department and Fire Prevention, which adopts the entire NFPA, including NFPA 241, is of particular importance for demolition permits.

The following information, shall be completed, signed and delivered to the Community Development Department before being granted a permit to demolish / remove / raze / salvage any private or public buildings.

1. **Permit.** No person may raze or demolish a building, or salvage from a vacated building, without first obtaining a permit from the Building Inspector. Certain exceptions and exemptions may apply. Buildings over 100,000 cubic feet require approval by the Common Council after review by the Common Council, and all requirements and procedures of Section 16.070(1) (b) shall apply. There shall be no salvaging of any structure without demolition.
2. **Demolition Application.** *Form Enclosed.* Additional supporting application materials that may be required include the following:
 - Company profile including relevant qualifications and experience
 - Proof of financing and financial wherewithal (such as personal or corporate financial statements)
 - Project proforma detailing projected costs and revenues
 - A performance schedule including project phasing and milestones
 - Identification of materials to be recycled
 - Environmental assessment reports
 - Other items as deemed necessary for the protection of public health and safety
3. **Definition of "Salvage".** The term "salvage" shall be defined as the controlled removal of materials intended to be reclaimed or saved from destruction of a building including, but not limited to machines, wire, conduit, equipment, steel, wood, copper, aluminum, glass, brick, concrete, asphalt material, tangible property that is man-made and detachable from the real property such as fixtures, and the like. Salvage activities shall require the issuance of a demolition permit under MMC Section 16.070, and all demolition permits will require the structure to be removed as described in the approved permit. Additional standards apply when salvaging from a vacated building 25,000 cubic feet or greater in size that had a principal industrial or commercial use as its most recent use.
4. **Council Approval.** Properties with buildings exceeding a total of 100,000 cubic feet require Common Council approval. The Common Council may consider the permit application only after receiving the recommendation of the Licensing, Permits, and Inspections Committee.
5. **Historic Preservation.** *Guidelines Enclosed.*
6. **Irrevocable Letter of Credit or Alternative Forms of Security.** Any application for a permit to engage in the razing of buildings within the City shall be accompanied by an Irrevocable Letter of Credit which meets the following requirements:
 - In an amount no less than 120% of the estimated project cost;
 - Name the City as a beneficiary;
 - Be irrevocable and unconditional;

- Be conditioned for payment to the City solely upon presentation of the letter of credit and a sight draft, which shall direct the issuing lending institution to pay the City without any explanation, affidavit or documentation;
- Expire not earlier than one year after completion of the last act by permittee of demolition or salvage (unless the one year period is waived or modified by the Common Council), or after the expiration of a permit issued under this section to the permittee, whichever is later;
- Issued by a company certified by the State to conduct such business within Wisconsin.

The Irrevocable Letter of Credit shall be a guarantee of performance by the permittee. The City Attorney shall act as the reviewing authority for the letter of credit. The letter of credit shall be delivered to the attention of the City Attorney, who may reasonably require a greater amount on a case-by-case basis, where deemed necessary to protect the City.

- 7. Comprehensive Liability Insurance.** An applicant for a permit shall provide proof of comprehensive liability insurance in the amount of \$1,000,000 per occurrence and per person, and \$50,000 property damage. Such coverage shall be maintained for the duration of the project and shall be a condition of a permit issued under this Section. In addition, the permittee shall agree to indemnify and hold the City harmless from any and all claims, demands, actions, judgments, liabilities and obligations of any nature whatsoever arising from the demolition activity or site restoration for which the permit is issued, including any attorneys' fees and costs incurred by the City as a result thereof. In addition to liability insurance, the Building Inspector or City Attorney may require additional coverages including, but not limited to, automobile liability, pollution legal liability or other environmental insurance coverage, and workers' compensation.
- 8. Utility Service Disconnection.** *Form Enclosed.* The owner or agent shall notify all utilities having service connections within a building to be razed, such as water, electric, gas, sewer, telecommunications, and other connections. A permit to demolish or remove a building shall not be issued until the Building Inspector has determined that all appurtenant equipment, such as meters and regulators, have been removed, and service connections are sealed and plugged correctly.
- 9. Asbestos Abatement.** Compliance for Asbestos Removal. Demolition projects are subject to Federal and State of Wisconsin regulations concerning asbestos containing building materials. These regulations require a pre-demolition inspection by a State Certified Asbestos Inspector, and filing a notice of Demolition (Form 4500-113) with the Wisconsin Department of Natural Resources. For more information, call the Wisconsin Department of Natural Resources at (608) 785-9000.
- 10. Site Plan, Post Demolition Plan and Restoration of Site.** Prior to the issuance of a permit under this Section by the Building Inspector to a contractor licensed in Wisconsin, the contractor may be required to provide a sufficient level of detail regarding the post-demolition activities, condition and use of the property. The Building Inspector reserves the right to require the property owner or its agent to submit (prior to commencement of any demolition activity) a site plan pursuant to MMC 15.370(2) for the property upon which the structure to be demolished is located. All debris, rubbish and other materials not used for fill shall be removed from the site upon completion of demolition work, and the site leveled and graded to provide proper drainage to conform with the grade of adjoining premises, or fenced in with a temporary solid barrier fence not less than four feet high to safeguard the public.

Whenever a building has been razed, the foundation thereof, if any, shall be removed to at least two feet below adjacent grade and filled in with clean fill material approved by the Building Inspector with the top two feet of fill material being of dirt or sand. The foundation walls shall be removed a minimum of 2 feet below adjacent grade, and the basement floor broken up to allow free flow of water to its natural grade. The site shall be left in a dust-free and erosion-free condition. Excavations shall be filled with a minimum of three inches of clean, solid fill to match lot grade within five consecutive calendar days of removal of the structure. The contractor shall be responsible for the repair and replacement of any public sidewalk, curb, gutter or street damaged in this process. Any excavation shall be protected with appropriate fences, barriers and/or lights. No combustible material may be used for the fill material.

Remaining driveway approaches shall be removed and replaced with curb and gutter; damaged public sidewalks shall be replaced; and driveway aprons, remaining slabs and private sidewalks shall be removed from the site pursuant to any permits for replacing curb and gutters, driveway approaches and public sidewalks obtained from the Department of Public Infrastructure.

11. Permit Term.

90 Days. The razing or demolition of a building shall be completed 90 consecutive calendar days after the permit is issued. The Building Inspector may at his/her discretion extend the permit term for cause, on terms and conditions acceptable to the parties and recorded in writing. "Cause" shall mean the inability of the permittee to act due to circumstances beyond permittee's reasonable control and upon the exercise of due diligence.

180 Days. Salvage and Non-Structural Demolition for a building or structure having a total volume as measured by the exterior dimensions of the building or structure, of 25,000 cubic feet or greater that had a principal industrial or commercial use as its most recent use allowed by the MMC, which principal industrial or commercial use has ceased, shall be valid for a period of not more than 180 consecutive calendar days from the date of issue.

12. Permit Fees. Permit fees shall be established by resolution of the Common Council.

13. Additional Standards. As applicable:

- The building and premises shall, at all times, be maintained in a clean, neat and sanitary of a condition as such premises will reasonably permit.
- No garbage, refuse or other waste liable to give off a foul odor or attract vermin shall be kept on the premises.
- No scrap salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public street, walkway or curb, or become scattered about or blown off the premises.
- There shall be no crushing, shredding, or other mechanized process on the site for reducing the volume of materials. There shall be no burning or brick cleaning on the site.
- The City noise ordinance applies.
- No premises or building subject to a permit shall be allowed to become a public nuisance to adversely affect the public health, safety or welfare.
- Compliance with Chapter 6 MMC, Fire Department and Fire Prevention, which adopts the entire NFPA, including NFPA 241, is required.
- Except for recycled or salvaged materials, the permit holder shall dispose of building debris in a licensed landfill in a manner compliant with Wisconsin Department of Natural Resources requirements. At any time, the permit holder shall provide to the Building Inspector receipts and/or an itemized list of debris disposed of by dumping or salvage.
- Permittee must provide to the Building Inspector a current list of contractors doing work at a site that is subject to a permit issued pursuant to this Section, including evidence of insurance as required.



Community Development Department - Building Inspection Division
900 Quay Street, Manitowoc, WI 54220
Phone: 920-686-6940 | Fax: 920-686-6949

15.650 Historic Preservation. (4) Powers and Duties.c) Regulation of Demolition. No permit to demolish all or part of an historic structure, or improvement in an historic district, shall be granted by the Director of Building Inspection except as follows:

1. No person in charge of an historic district shall be granted a permit to demolish such property under any circumstances without first receiving the written approval of the City Plan Commission;
2. At such time a person applies for a permit to demolish such property, a written request shall be filed with the City Plan Commission. Upon receipt of a written request, the City Plan Commission may refuse to grant such written approval for a period of up to 180 consecutive calendar days from the date of receipt of such request, during which time the City Plan Commission and the applicant shall undertake serious and continuing discussions for the purpose of finding a method to save such property. During such period, the applicant and the City Plan Commission shall cooperate in attempting to avoid demolition of the property. At the end of this 180-day period, if no mutually agreeable method of saving the subject property bearing a reasonable prospect of eventual success is underway, or if no formal application for funds from any governmental unit or nonprofit organization to preserve the subject property is pending, the Director of Building Inspection may issue a permit to demolish the subject property without the approval of the Commission, subject to the Director's approval of a site plan which details the post-demolition activities, condition and use of the property, and is prepared pursuant to MMC 15.370(2) (including performance agreement and letter of credit requirements if deemed applicable by the Director), and which further meets the requirements under MMC 16.070(5) for the property upon which the structure to be demolished is located. If such mutually agreeable method for saving the subject property is not successful or no such funds to preserve the subject property have been obtained and available for disbursement within a 60-consecutive-calendar-day period following the end of such 180-day period, the Director of Building Inspection may issue the permit to demolish the subject property without the approval of the Commission;
3. In determining whether to issue a certificate of appropriateness for any demolition, the Commission shall consider and may give decisive weight to any or all of the following:
 - A. Whether the building or structure is of such architectural or historic significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State;
 - B. Whether the building or structure, although not itself a designated historic structure, contributes to the distinctive architectural or historic character of this historic district as a whole and therefore should be preserved for the benefit of the people of the City and the State;
 - C. Whether demolition of the subject property would be contrary to the purpose and intent of this section as set forth in subsection (1) of this section and to the objectives of the historic preservation plan for the applicable district as duly adopted by the Common Council;
 - D. Whether the building or structure is of such old and unusual or uncommon design, texture and/or material that it could not be reproduced or be reproduced only with great difficulty and/or expense;
 - E. Whether retention of the building or structure would promote the general welfare of the people of the City and the State by encouraging study of American history, architecture and design or by developing an understanding of American culture and heritage;
 - F. Whether the building or structure is in such a deteriorated condition that it is not structurally or economically feasible to preserve or restore it; provided, that any hardship or difficulty claimed by the owner which is self-created or which is the result of any failure to maintain the property in good repair cannot qualify as a basis for the issuance of a certificate of appropriateness; and
 - G. Whether any new structure proposed to be constructed or change in use proposed to be made is compatible with the buildings and environment of the district in which the subject property is located.