



# **\*\*\*CANCELED\*\*\* SIXTEENTH REGULAR COMMON COUNCIL MEETING AGENDA**

**November 18, 2024 at 6:00 PM**

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,  
Sheboygan, WI**

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"If you change the way you look at things, the things you look at change." - Wayne Dyer

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:  
[www.wscsheboygan.com/vod](http://www.wscsheboygan.com/vod).

Notice of the 16th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, November 18, 2024 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

**1. Roll Call**

*Aldersperson Felde may attend meeting remotely*

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Fifteenth Regular Council Meeting held on November 4, 2024*

**4. Resignation**

*Mike Froh from the Board of Marina, Park, and Forestry effective immediately*

**5. Public Forum**

*Limit of five people having five minutes each with comments limited to items on this agenda.*

**6. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

## **HEARINGS**

- 7.** Hearing 11-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

## **CONSENT**

- 8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

- [9.](#) R. O. No. 87-24-25 by City Clerk submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year.
- [10.](#) R. C. No. 164-24-25 by Finance and Personnel Committee to whom was referred Res. No. 113-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund; recommends adopting the Resolution.
- [11.](#) R. C. No. 163-24-25 by Finance and Personnel Committee to whom was referred Res. No. 112-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund; recommends adopting the Resolution.
- [12.](#) R. C. No. 165-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 76-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 3 for the City of Sheboygan; recommends filing the report.
- [13.](#) R. C. No. 166-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 75-24-25 by City Clerk submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue; recommends filing the report.
- [14.](#) R. C. No. 167-24-25 by Public Works Committee to whom was referred Res. No. 114-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment; recommends adopting the Resolution.
- [15.](#) R. C. No. 171-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral R. O. No. 83-24-25 by City Clerk submitting a liquor license application: Reserve "Class B" Lic. App. no. 3691 Ambarsariya Bar & Grill, Inc.; recommends granting the license application.
- [16.](#) R. C. No. 170-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 81-24-25 by City Clerk submitting a license application: Change of Agent for Kohler Co.; recommends granting the application.
- [17.](#) R. C. No. 169-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 74-24-25 by City Clerk submitting a license application: Class "B" Beer Lic. App. No. 3693 (Aneek Inc.); recommends granting the license application.

## **REPORT OF OFFICERS**

- [18.](#) R. O. No. 84-24-25 by City Clerk submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [19.](#) R. O. No. 85-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [20.](#) R. O. No. 86-24-25 by City Clerk submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **RESOLUTIONS**

- 21.** Res. No. 120-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of SCF RC Funding IV LLC v. City of Sheboygan (Case No. 24CV000668), and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 22.** Res. No. 121-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan (Case No. 24CV000669), and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 23.** Res. No. 119-24-25 by Alderpersons Dekker and Ramey authorizing execution of the Release of Easement Rights on behalf of the City, with respect to that portion of vacated South Commerce Street located on the Berkshire Apartments developed parcel. REFER TO PUBLIC WORKS COMMITTEE
- 24.** Res. No. 122-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the provision and installation of submersible pumps, a control panel, and associated equipment at the 6<sup>th</sup> Street and Pershing Avenue wastewater pump station and authorizing a budget amendment. REFER TO PUBLIC WORKS COMMITTEE

## **REPORT OF COMMITTEES**

- 25.** R. C. No. 160-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 116-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Jakum Hall Apartments, LLC for the development of the former Jakum's Hall site located at 1601 North 15th Street; recommends adopting the Resolution.
- 26.** R. C. No. 161-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 117-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Riverview District, LLC for the development of the former Mayline site located at 605 N. Commerce Street; recommends adopting the Resolution.
- 27.** R. C. No. 162-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 118-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Lease Agreement with Shar, Inc. regarding the property at 930 North 8th Street, Sheboygan, Wisconsin; recommends adopting the Resolution.
- 28.** R. C. No. 168-24-25 by Public Works Committee to whom was referred R. O. No. 82-24-25 by Board of Marina, Parks and Forestry and Res. No. 111-24-25 by Alderpersons Dekker and Ramey approving a Fountain Park Conceptual Design Plan; recommends filing the R. O. and adopting the Resolution.

## **GENERAL ORDINANCES**

- 29.** Gen. Ord. No. 25-24-25 by Alderpersons Dekker and Rust amending Sections 54-397, 54-398, and 54-399 of the Sheboygan Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges. REFER TO PUBLIC WORKS COMMITTEE

## **MATTERS LAID OVER**

- 30.** R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

**OTHER MATTERS AUTHORIZED BY LAW**

**ADJOURN MEETING**

**31. Motion to Adjourn**

***In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:***

*City Hall • Mead Public Library  
Sheboygan County Administration Building • City's website*



## CITY OF SHEBOYGAN

## FIFTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, November 04, 2024

**OPENING OF MEETING****1. Roll Call**

Alderspersons present: Belanger, Dekker, Felde (remote, not voting), Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 10.

**2. Pledge of Allegiance****3. Approval of Minutes**

Fourteenth Regular Council Meeting held on October 21, 2024

## MOTION TO APPROVE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**4. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

**5. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**HEARINGS**

6. Potential action to set rules for the hearing scheduled this evening, including such things as limiting the length of time given to each speaker. Each person will be allowed 3 minutes to speak.
7. Hearing No. 10-24-25 pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published, there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2025 budget. Any interested persons may be heard.

No one spoke.

## MOTION TO CLOSE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**CONSENT**

8. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 9. R. O. No. 78-24-25 by Board of Water Commissioners submitting a report on the Water Utility for the third quarter of 2024.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 10. R. O. No. 77-24-25 by Board of Water Commissioners submitting a copy of the 2025 Budget for the Sheboygan Water Utility.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 11. R. C. No. 151-24-25 by Public Works Committee to whom was referred Res. No. 110-24-25 by Alderpersons Dekker and Ramey authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 12. R. C. No. 150-24-25 by Public Works Committee to whom was referred Res. No. 106-24-25 by Alderpersons Dekker and Ramey authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 13. R. C. No. 149-24-25 by Public Works Committee to whom was referred Res. No. 107-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 14. R. C. No. 147-24-25 by Public Works Committee to whom was referred Res. No. 104-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract

with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 15. R. C. No. 148-24-25 by Public Works Committee to whom was referred Res. No. 108-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 16. R. C. No. 156-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 103-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 17. R. C. No. 157-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 69-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.

MOTION TO RECEIVE THE R. C. AND FILE THE REPORT

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 18. R. C. No. 158-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 70-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing July 1, 2024 and ending September 30, 2024; recommends filing the report.

MOTION TO RECEIVE THE R. C. AND FILE THE REPORT

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

19. R. C. No. 159-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 67-24-25 by City Clerk submitting various license applications; recommends granting all applications (license no. 3689 grant with warning).

MOTION TO RECEIVE THE R. C. AND GRANT APPLICATIONS WITH WARNING  
 Motion made by Dekker, Seconded by Rust.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey,  
 Rust – 9.

## REPORT OF OFFICERS

20. R. O. No. 75-24-25 by City Clerk submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
21. R. O. No. 80-24-25 by City Clerk submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn. REFER TO FINANCE AND PERSONNEL COMMITTEE
22. R. O. No. 76-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 3 for the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 81-24-25 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER

## RESOLUTIONS

25. Res. No. 111-24-25 by Alderpersons Dekker and Ramey approving a Fountain Park Conceptual Design Plan. REFER TO PUBLIC WORKS COMMITTEE
26. Res. No. 112-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 113-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. Res. No. 114-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment. REFER TO PUBLIC WORKS COMMITTEE

29. Res. No. 115-24-25 by Alderpersons Mitchell and Perrella adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan. REFER TO PLAN COMMISSION

## REPORT OF COMMITTEES

30. R. C. No. 143-24-25 by Committee of the Whole to whom was referred Res. No. 93-24-25 by Alderpersons Mitchell and Perrella establishing the 2025 Budget appropriations and the 2024 Tax Levy for use during the calendar year; recommends adopting the Resolution with amendment to the 2025 Proposed Transit Budget for replacement motors in the 2010 Heavy duty fixed route buses to increase the expected useful life. Increase Account No. 651352-562110 by \$100,000. Increase account No. 651-433200 by \$50,000. Increase Account No. 651-435370 by \$6,600. Increase Account No. 651-433310 by \$43,400.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION WITH AMENDMENT

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

31. R. C. No. 144-24-25 by Committee of the Whole to whom was referred R. O. No. 72-24-25 by City Plan Commission to whom was referred R. O. No. 66-24-25 by City Administrator Casey Bradley submitting Capital Improvement Program (CIP) Requests for the years 2025-2029; recommends the common council approve the requests.

### MOTION TO RECEIVE THE R. C., APPROVE REQUESTS, AND FILE DOCUMENT

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Perrella, Peterson, Ramey, Rust – 8.

Voting Nay: Mitchell – 1.

32. R. C. No. 146-24-25 by Finance and Personnel Committee to whom was referred Res. No. 109-24-25 by Alderpersons Mitchell and Perrella approving City of Sheboygan Health Insurance Portability and Accountability Act (HIPAA Policies); recommends adopting the Resolution.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

33. R. C. No. 145-24-25 by Finance and Personnel Committee to whom was referred Res. No. 105-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.

### MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 34. R. C. No. 154-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 23-24- by Alderpersons Dekker and Ramey amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 35. R. C. No. 153-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 22-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 36. R. C. No. 152-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 21-24-25 by Alderpersons Dekker and Ramey making various changes regarding winter parking and snow emergencies; recommends to repeal and replace Sec. 20-4(b)(3) to read: "...once the snowplow has cleared snow to the curbing for the opposite side of the said street, vehicles shall be relocated to the cleared side by no later than midnight, where they shall remain, when parked, for the remaining duration of the next snow emergency day..."

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 37. R. C. No. 155-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 24-24-25 by Alderpersons Rust and La Fave updating Chapter 12 of the Sheboygan Municipal Code entitled "Buildings and Construction" and making such additional changes to the Code as necessary to connect the changes made in Chapter 12; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Rust, Seconded by La Fave.

Before action was taken,

FRIENDLY AMENDMENT TO CHANGE WORDING IN Sec 12-51 b(2) TO READ:

“Work on projects which do not exceed a combined labor and materials cost of \$2,500”

Motion made by Belanger, Seconded by Heidemann.

Voting Yea: Belanger, Heidemann, and Peterson – 3.

Voting Nay: Dekker, La Fave, Mitchell, Perrella, Ramey, Rust – 6.

MOTION TO CHANGE WORDING IN Sec 12-51 b(2) TO READ: “Work on projects which do not exceed a material cost of \$800 or which do not exceed a combined labor and materials cost of \$1,500”

Motion made by Dekker, Seconded by Heidemann.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey -8.

Voting Nay: Rust – 1.

On motion to adopt Ordinance with amendment,

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**OTHER MATTERS AUTHORIZED BY LAW – None.**

**ADJOURN MEETING**

38. Motion to Adjourn

MOTION TO ADJOURN AT 6:56 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

November 18, 2024

Resignation

Mike Froh from the Board of Marina, Parks, and Forestry effective immediately.



**CITY OF SHEBOYGAN  
HEARING 11-24-25**

**NOVEMBER 18, 2024.**

Pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

All interested parties will now be heard.

**CITY OF SHEBOYGAN  
HEARING 11-24-25**

**NOVEMBER 18, 2024.**

Pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan’s Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

All interested parties will now be heard.

**CITY OF SHEBOYGAN  
R. O. 87-24-25**

**BY CITY CLERK.**

**NOVEMBER 18, 2024.**

Submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year.

**Attention Clerks:**

**Attached are the apportionment sheets for 2024. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.**

# State and County Apportionment Form

Year 2024 CoMuni Code 59281 Account Number 1623 CITY OF SHEBOYGAN

<b>A. COUNTY TAXES (Apportioned TID OUT)</b>		
A1. Portion of state special charges on county:		
1. Charitable and penal		\$336.26
2. Other state special charges		\$0.00
<b>3. SUBTOTAL - Section A1 (enter on Statement of Taxes (SOT), Line A1)</b>		<b>\$336.26</b>
A2. Other county taxes levied on entire town, village or city		
4. Health		
5. Library (sec. 43.12, Wis. Stats.)		
6. County Bridge Aid (sec. 82.08(2), Wis. Stats.)		
7. Sanitation		
8. Children with Disabilities Education Boards (on entire town, village or city) (sec.121.135, Wis. Stats.)		
9. Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		
10. Countywide emergency medical system (sec. 256.35, Wis. Stats.)		
11. Other (describe) :		
12. All other county taxes (levied on every town, village, and city)		\$15,734,139.32
13. County Sales Tax Credit		
<b>14. SUBTOTAL - Section A2 Taxes to be levied on entire municipality (enter on SOT, Line A2)</b>		<b>\$15,734,139.32</b>
A3. County taxes levied on part of town, village or city (enter on SOT, line A3)		
15. Children with Disabilities Education Boards		\$0.00
16.		
17.		
18.		
19.		
<b>20. TOTAL NET COUNTY TAXES (sum of Secs. A1-A3) (for county tax rate)</b>		<b>\$15,734,475.58</b>
<b>B. SPECIAL DISTRICT TAXES</b>		
21. Special district code:NA	Amount levied	\$0.00
22. Special district code:NA	Amount levied	\$0.00
<b>C. TOWN, VILLAGE OR CITY TAXES</b>		
C1. Other state special charges		
23. Other:		
24. Other:		
<b>25. SUBTOTAL - Section C1 (enter on SOT, Line C4)</b>		<b>\$0.00</b>
C2. County Special Charges:		
26. Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		\$0.00
27. Highways and bridges (sec. 83.03, Wis. Stats.)		\$0.00
28. Highway aid (sec. 83.14, Wis. Stats.)		\$0.00
29.		
30.		
31.		
32.		
<b>33. SUBTOTAL - Section C2 (enter on SOT, Line C5)</b>		<b>\$0.00</b>
<b>34. TOTAL - ALL TAXES AND CHARGES - sum of Secs. A-C</b>		<b>\$15,734,475.58</b>

SHEBOYGAN COUNTY RESOLUTION NO. 16 (2024/25)

Re: **Approving 2025 Budget**

**WHEREAS**, the County Executive Committee, the County Finance Committee, the County Administrator, and the County Finance Director have formulated a County budget for 2025 using the process required by Chapter 5 of the County Code and Wis. Stat. § 65.90, and

**WHEREAS**, Section 5.06(a)(6) requires the Finance Committee to submit the proposed full budget in Resolution form to the full County Board for approval, and

**WHEREAS**, the Finance Committee prepared the proposed 2025 County budget as submitted to the Board on October 29, 2024, a copy of which is on file with the County Clerk, and

**WHEREAS**, the proposed budget was subject to potential preliminary amendments adopted by the County Board on October 29, 2024, and further potential Finance Committee amendments, any of which are reflected on the Committee report attached to the proposed 2025 budget, and


**WHEREAS**, the proposed budget includes American Rescue Plan Act (ARPA) funds for approved uses identified in Resolution No. 01 (2022/2023), Resolution No. 02 (2023/2024), Resolution No. 13 (2023/2024), Resolution No. 01 (2024/2025) and Resolution No. 08 (2024/2025), and

**WHEREAS**, the Finance Committee believes that the proposed 2025 County Budget as may be amended pursuant to the Committee Report is in the best interests of Sheboygan County and its taxpayers;

**NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board adopts the proposed 2025 budget as submitted to the Board on October 29, 2024, as may be amended pursuant to the Finance Committee report, both of which are on file with the County Clerk.


Respectfully submitted this 5th day of November, 2024.

**FINANCE COMMITTEE**

  
\_\_\_\_\_  
Vernon Koch, Chairperson

  
\_\_\_\_\_  
Kathleen Donovan, Vice-Chairperson

  
\_\_\_\_\_  
William C. Goehring, Secretary

  
\_\_\_\_\_  
Curt Brauer

  
\_\_\_\_\_  
Thomas Wegner

Opposed to Introduction:

\_\_\_\_\_

STATE OF WISCONSIN ) I, Jon Dolson do hereby  
COUNTY OF SHEBOYGAN ) certify that the above is a  
true and correct copy of the original on file in the office of the  
County Clerk and that it was adopted by the County Board of  
Supervisors on this date.

Date: 11-05-2024   
(Seal) \_\_\_\_\_ County Clerk

**FISCAL NOTE**  
**November 2024**

**Resolution No. 16 (2024/25) RE: Approving the 2025 Budget**

**Funding:**

Funding for the 2025 Budget is detailed in the Preliminary Budget document reviewed at the Public Hearing held on October 29, 2024 and referred for adoption by the Finance Committee on October 31, 2024.

Respectfully Submitted,



---

Steve Hatton, Finance Director  
November 5, 2024

SHEBOYGAN COUNTY RESOLUTION NO. 17 (2024/25)

Re: Levying and Apportioning the Tax

WHEREAS, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

WHEREAS, this year there are four (4) components of the tax amount that must be included, and

WHEREAS, the first component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental commitments of Sheboygan County residents in their counties charged against all taxable properties in Sheboygan County in the amount of \$1,105.86 (Equalized Rate: 0.000000074), and

WHEREAS, the second component is the County Aid to Bridges or Culverts required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 06 (2024/25) charged against all taxable property in the townships in Sheboygan County in the amount of \$151,927.00 (Equalized Rate – Town only: 0.000025294), and

WHEREAS, the third component is the Sheboygan County portion of the Monarch Library System approved for the budget and an apportionment adjustment for the Monarch Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of \$1,837,926.00 (Equalized Rate: 0.000299500, applied to non-excluded Towns and Villages only), and


WHEREAS, the fourth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

WHEREAS, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2025 budget on this 5th day of November, 2024, which requires a levy of \$51,745,220.00 against all taxable property in the County of Sheboygan (Equalized Rate: 0.003446911);

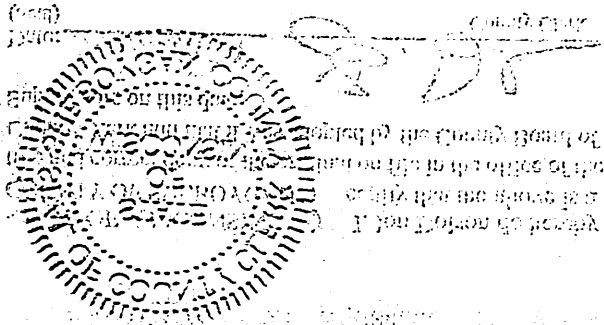
NOW, THEREFORE, BE IT RESOLVED, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

State Special Charges		
Wis. Stat. § 51.20(18) (Equalized Rate: 0.000000074)		\$1,105.86
General County Taxes		\$51,745,220.00
Wis. Stat. § 70.62, (Equalized County Rate: 0.003446911)		

STATE OF WISCONSIN ) I, Jon Dolson do hereby  
COUNTY OF SHEBOYGAN ) certify that the above is a  
true and correct copy of the original on file in the office of the  
County Clerk and that it was adopted by the County Board of  
Supervisors on this date.

Date: 11-05-2024   
(Seal) County Clerk





TO THE HONORABLE COMMISSIONER OF THE GENERAL LAND OFFICE  
 NASHVILLE, TENNESSEE

FOR THE PURPOSE OF RECORDING THE FOLLOWING DEED:

TO HAVE IN FULL PAYMENT OF THE DEBT OF THE STATE OF TENNESSEE  
 TO THE UNITED STATES OF AMERICA THE SUM OF FIVE HUNDRED DOLLARS

TO BE PAID TO THE UNITED STATES OF AMERICA IN FULL PAYMENT OF THE DEBT  
 OF THE STATE OF TENNESSEE TO THE UNITED STATES OF AMERICA

THE DEED BEING THE ORIGINAL OF THE DEED OF THE STATE OF TENNESSEE  
 TO THE UNITED STATES OF AMERICA THE SUM OF FIVE HUNDRED DOLLARS

AND THE ORIGINAL OF THE DEED OF THE STATE OF TENNESSEE TO THE UNITED STATES  
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AND THE ORIGINAL OF THE DEED OF THE STATE OF TENNESSEE TO THE UNITED STATES  
 OF AMERICA THE SUM OF FIVE HUNDRED DOLLARS

48 **BE IT FURTHER RESOLVED** that the sum of \$1,837,926.00, which is the amount  
49 approved for the budget of the Monarch Library System, pursuant to Wis. Stat. § 43.64, be and  
50 hereby is levied against all taxable property in the townships, excluding the Towns of Scott and  
51 Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler,  
52 Oostburg, and Random Lake.

53  
54 (Equalized Rate: 0.000299500)

55  
56 **BE IT FURTHER RESOLVED** that the sum of \$151,927.00 County Aid to Bridges or  
57 Culverts as approved by Resolution No. 06 (2024/25) be and hereby is levied against all taxable  
58 property in the townships in Sheboygan County.


59  
60 (Equalized Rate: 0.000025294)

61  
62 **BE IT FURTHER RESOLVED** that the County Clerk and the County Finance Director  
63 shall, pursuant to Wis. Stat. § 70.63 determine and apportion within ten (10) days of this date,  
64 the tax levy set forth for the respective municipalities, according and in proportion to the  
65 valuations for the towns, villages, and cities as submitted by the Wisconsin Department of  
66 Revenue.

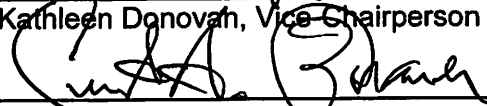
67  
68  
69 Respectfully submitted this 5th day of November, 2024.


70  
71  
72 **FINANCE COMMITTEE**

73  
74   
75 \_\_\_\_\_  
76 Vernon Koch, Chairperson

77   
78 \_\_\_\_\_  
79 Kathleen Donovan, Vice Chairperson

80   
81 \_\_\_\_\_  
82 William C. Goehring, Secretary

83   
84 \_\_\_\_\_  
85 Curt Brauer

86   
87 \_\_\_\_\_  
88 Thomas Wegner

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90  
91  
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93  
94  
Opposed to Introduction:

\_\_\_\_\_

\_\_\_\_\_

**FISCAL NOTE**  
**November 2024**

**Resolution No. 17 (2024/25) RE: Levying and Apportioning the Tax**

The 2024 Sheboygan County property tax levy will be \$53,735,073. Based on an equalized valuation (without TID's) of \$15,012,054,000 the county tax rate will be \$3.58 per thousand. *Calculation of the rate is performed by dividing the equalized value of the county (in thousands) into the tax levy amount.*

This represents a 7.93% levy reduction from 2024.

**Funding:**

The Property tax Levy levied in 2024 funds a portion of the 2025 budget.

Respectfully Submitted,



---

Steve Hatton, Finance Director  
November 5, 2024

**CITY OF SHEBOYGAN  
R. C. 164-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Res. No. 113-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 113-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 4, 2024.**

A RESOLUTION authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund.

WHEREAS, the Workers Compensation Insurance Fund had an unrestricted net position balance on December 31, 2023 of \$3,176,803; and

WHEREAS, the Health Insurance Fund had an unrestricted net position balance on December 31, 2023 of \$5,836,757; and

WHEREAS, the current City financial policy requires 1.5 times the average claim amount to be available in unrestricted net position; and

WHEREAS, the current three-year average annual claim amount for the Workers Compensation Insurance Fund is \$205,433; and

WHEREAS, the current three-year average annual claim amount for the Health Insurance Fund is \$4,824,081; and

WHEREAS, there is an additional anticipated surplus in 2024 for the Workers Compensation Insurance Fund; and

WHEREAS, to assist with the shortfall in the required net position of the Health Insurance Fund amount, management believes it is in the City's best interest to transfer a portion of the Workers Compensation Insurance Fund unrestricted net position to the Health Insurance Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$2,800,000 from the Workers Compensation Insurance Fund to Health Insurance Fund via the following budget amendment:

INCREASE:

Health Insurance Fund –Interfund Transfers In (Acct. No. 710-492000)	\$2,800,000
Health Insurance Fund – Health Insurance – Fund Equity Increase (Acct. No. 710144-599999)	\$2,800,000
Workers Compensation Fund –Fund Equity Applied (Acct. No. 712-493000)	\$2,800,000
Workers Compensation Fund – Workers Compensation – Interfund Transfers Out (Acct. No. 712144-811100)	\$2,800,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 163-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Res. No. 112-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 112-24-25**

**BY ALDERPERSON MITCHELL AND PERRELLA.**

**NOVEMBER 4, 2024.**

A RESOLUTION authorizing the Finance Director to transfer the Marina Fund advance from the General Fund to the Capital Fund.

WHEREAS, the Marina Fund currently has an advance from the General Fund on its balance sheet totaling \$3,017,106.67 from previous year cash shortages; and

WHEREAS, this balance was previously held within the Debt Service Fund and moved to the General Fund in 2023 for audit compliance; and

WHEREAS, there is potential future impact on the City’s credit rating with the advance being held within the General Fund; and

WHEREAS, the Capital Fund has sufficient fund balance to transfer the Marina Fund advance out of the General Fund; and

WHEREAS, City management believes it would be in the best interest of the City to transfer the advance from the General Fund to the Capital Fund; and

WHEREAS, City staff are continuously working through a plan to repay the Marina Fund advance.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$3,017,106.67 from the Capital Fund to the General Fund for the Marina Fund advance to be reflected on the 12/31/2024 financial statements.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN  
R. C. 165-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred R. O. No. 76-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 3 for the City of Sheboygan; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 76-24-25**

**BY HUMAN RESOURCES & LABOR RELATIONS DIRECTOR KELLY HENDEE.**

**NOVEMBER 4, 2024.**

Submitting an exit interview report for Quarter 3 for the City of Sheboygan.

# Exit Interview Report to Council

REPORT FOR QUARTER 3  
CITY OF SHEBOYGAN - HUMAN RESOURCES

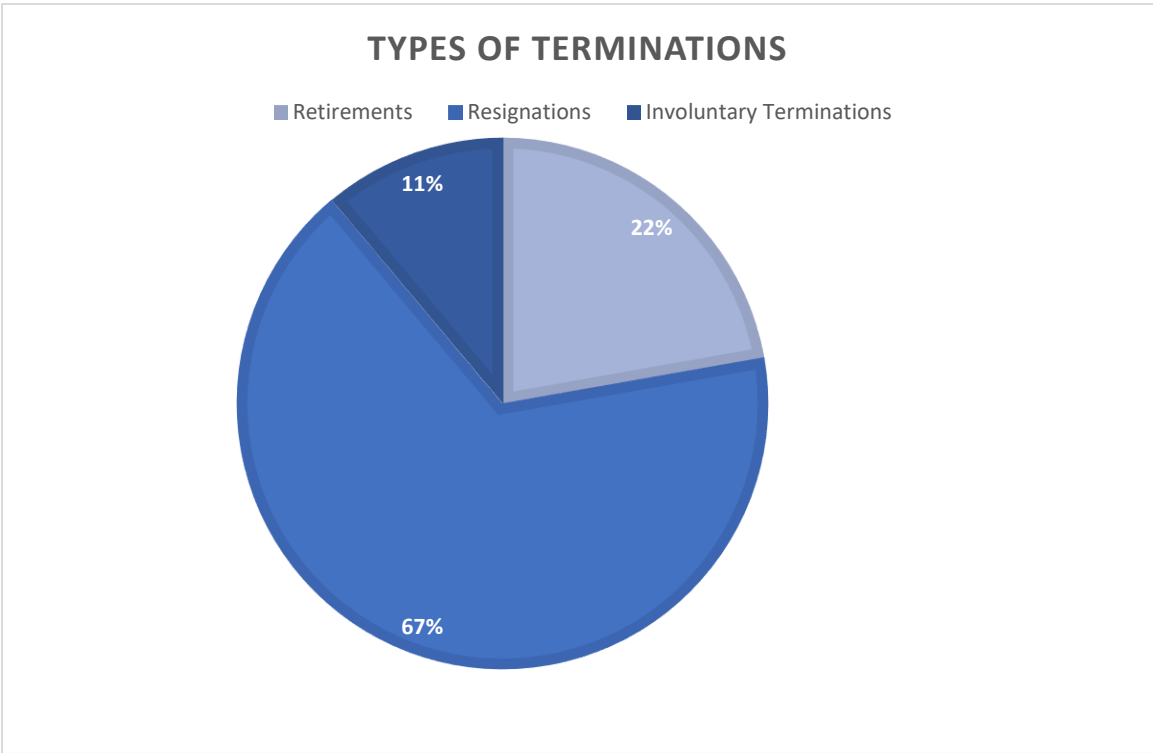
Process:

When Human Resources receives notice of a termination (resignation letter, etc.), the Recruiting Generalist begins the termination process. With the implementation of the new handbook, a step was added to the offboarding process to conduct the Exit Interview.

Whether an employee is Represented or Non-Represented, they have the option to complete an exit questionnaire and interview. The Recruiting Generalist sends them an email informing them of the exit interview process, attaches the questionnaire, and asks what their availability is during their last two weeks of employment. The employee is asked to submit their exit questionnaire three days before they meet with a member of HR so that there is ample time to review their answers and prepare follow up questions they'd like to ask during the meeting.

Third Quarter Termination Information:

From July 1, 2024 through September 30, 2024, there were 18 terminations for regular positions: 4 retirements, 12 resignations, and 2 involuntary terminations.



## Exit Interview Findings:

As of January 1, 2024, Non-Represented employees who retire or resign must participate in an exit interview to receive their exit payout. Participating in an exit interview is optional for Represented employees. From July 1<sup>st</sup> to September 30<sup>th</sup>, thirteen exit interviews were conducted.

In general, the employees' surveys showed:

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	1	6	4	2	
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	2	5	4	1	1
My Job duties were what I thought they would be when I was hired by the City.	2	6	4	1	
There were no obstacles, policies, or procedures that made my job difficult to perform.	2	7	2	2	
My supervisor is knowledgeable and well versed in their content area.	5	3	4	1	
My supervisor supports and empowers the people they supervise.	5	3	4	1	
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	2	4	2	3	2

The above information trends are about where we would expect based off of previous quarters. We see a bit more individuals answering neutrally than we saw in previous quarters. HR could consider removing neutral as an option next year so that the data is better in quality.

### **When asked to share a negative experience they had while employed with the City, some of the feedback included:**

- Not feeling heard by administration with concerns regarding FTE and Compensation\*
- Difficult interactions with customers/citizens\*

### **When asked to share a positive experience they had while employed with the City, some of the feedback included:**

- Positive working relationships with coworkers and other staff\*

*\*Comments summarized for brevity.*

**When asked to share their reason for leaving, responses included:**

- Career Advancement Opportunity (4)
- Company culture (4)
- Compensation (4)
- Family circumstances (1)
- Retiring (4)
- Type of work (3)
- Quality of Supervision (1)
- Working Conditions (1)
- Other: Commute (1)

**Combined 1<sup>st</sup> 2<sup>nd</sup> and 3<sup>rd</sup> Quarter Findings:**

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	3	17	7	3	
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	4	17	7	1	1
My Job duties were what I thought they would be when I was hired by the City.	6	18	5	1	
There were no obstacles, policies, or procedures that made my job difficult to perform.	6	10	7	6	1
My supervisor is knowledgeable and well versed in their content area.	10	11	5.5	2.5	1
My supervisor supports and empowers the people they supervise.	11	9	6	2	2
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	5	11	8	3	3

**Reasons for leaving:**

- Career Advancement Opportunity (4)
- Company culture (7)
- Family circumstances (8)
- Retiring (10)
- Type of work (6)
- Quality of Supervision (4)
- Work Conditions (2)
- Other: returning to college

## Closing Comments:

Human Resources is satisfied with the exit interview process. We have seen good participation in both represented and non-represented staff.

Already, Human Resources is making an effort to implement employee feedback. For example, when an employee indicates the responsibilities of the position are not what they thought, this prompts HR to follow up with a department or supervisor to get more information. Does the job description need to be reviewed? Was the employee going rouge and not fulfilling the responsibilities outlined in the job description?

As an additional example, a typical part of the exit interview process includes listening to employees experience in the role and noting the types of skills or experiences that make an individual successful in the role. This information is kept in mind when recruiting to replace the individual who has left and when writing interview questions.

A larger sample size has aided in Human Resources to realizing attitudes, needs, and/or opportunities for improvement within departments. Multiple individuals from a department indicating the same level of agreement or disagreement provides a base for HR to make inferences that this data likely reflects the department as a whole. With this, HR can make moves to address this department and the individuals currently employed.

Moving into fourth quarter is a great time for HR to reflect on the exit interview process. Is the questionnaire accomplishing what we set out to do? Are we receiving quality information? Are we using the information in meaningful ways? Is there anything about the process we'd like to change or improve? Now would be the time to discuss and implement before going into the new calendar year.

**CITY OF SHEBOYGAN  
R. C. 166-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred R. O. No. 75-24-25 by City Clerk submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
R. O. 75-24-25**

**BY CITY CLERK.**

**NOVEMBER 4, 2024.**

Submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue.



Tax Levy Certification  
2024-2025  
Fiscal Year

**Municipal Clerk:** Meredith Debruin

**Municipality:** City of Sheboygan

**County:** Sheboygan

	<b>Entire Technical College District</b>	<b>Portion of Technical College District within Municipality</b>
<b>1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)</b>	\$24,471,846,883	\$4,564,706,000
<b>2. Percentage of Entire Technical College District</b>	100%	18.6529%
<b>3. Total Levy</b>	\$13,325,008	<b>\$2,485,498.68</b>

**CERTIFICATION**

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating, and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board President of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 18th day of October 2023.

**Technical College District Name:**

Lakeshore Technical College

**Technical College District Board President:**

John Wyatt

Lakeshore Technical College  
2024-25

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Debt Service	Operating Total	Debt Service	Total
<b>Calumet County</b>								
08 012 T NEWHOLSTEIN	53,053,593.00	0.002168	13,200.55	1,248.74	1,214.13	15,663.42	13,224.45	28,887.87
Calumet County Total	53,053,593.00	0.002168	13,200.55	1,248.74	1,214.13	15,663.42	13,224.45	28,887.87
<b>Manitowoc County</b>								
36 002 T CATO	262,946,500.00	0.010745	65,425.13	6,189.04	6,017.51	77,631.68	65,543.63	143,175.31
36 004 T CENTERVILLE	116,209,000.00	0.004749	28,914.59	2,735.24	2,659.43	34,309.26	28,966.96	63,276.22
36 006 T COOPERSTOWN	13,780,589.00	0.000563	3,428.82	324.36	315.37	4,068.55	3,435.03	7,503.58
36 008 T EATON	115,789,338.00	0.004732	28,810.17	2,725.36	2,649.83	34,185.36	28,862.35	63,047.71
36 010 T FRANKLIN	176,310,700.00	0.007205	43,868.81	4,149.87	4,034.85	52,053.53	43,948.28	96,001.81
36 012 T GIBSON	179,632,187.00	0.00734	44,695.25	4,228.05	4,110.87	53,034.17	44,776.20	97,810.37
36 014 T KOSSUTH	317,904,500.00	0.012991	79,099.53	7,482.60	7,275.22	93,857.35	79,242.79	173,100.14
36 016 T LIBERTY	231,717,200.00	0.009469	57,654.80	5,453.99	5,302.83	68,411.62	57,759.22	126,170.84
36 018 T MANITOWOC	147,499,800.00	0.006027	36,700.22	3,471.74	3,375.52	43,547.48	36,766.69	80,314.17
36 020 T MANITOWOC RAPIDS	360,655,900.00	0.014738	89,736.74	8,488.85	8,253.58	106,479.17	89,899.25	196,378.42
36 022 T MAPLE GROVE	77,773,886.00	0.003178	19,351.34	1,830.58	1,779.85	22,961.77	19,386.39	42,348.16
36 024 T MEEME	221,159,900.00	0.009037	55,027.99	5,205.50	5,061.22	65,294.71	55,127.65	120,422.36
36 026 T MISHICOT	167,815,900.00	0.006858	41,755.18	3,949.92	3,840.45	49,545.55	41,830.81	91,376.36
36 028 T NEWTON	404,803,200.00	0.016542	100,721.26	9,527.95	9,263.88	119,513.09	100,903.70	220,416.79
36 030 T ROCKLAND	107,044,650.00	0.004374	26,634.36	2,519.54	2,449.71	31,603.61	26,682.58	58,286.19
36 032 T SCHLESWIG	403,792,700.00	0.0165	100,469.84	9,504.17	9,240.76	119,214.77	100,651.80	219,866.57
36 034 T TWO CREEKS	69,993,500.00	0.00286	17,415.46	1,647.45	1,601.79	20,664.70	17,447.01	38,111.71
36 036 T TWO RIVERS	246,682,100.00	0.01008	61,378.30	5,806.22	5,645.30	72,829.82	61,489.46	134,319.28
36 112 V CLEVELAND	151,529,000.00	0.006192	37,702.75	3,566.58	3,467.73	44,737.06	37,771.02	82,508.08
36 126 V FRANCIS CREEK	67,179,500.00	0.002745	16,715.29	1,581.22	1,537.40	19,833.91	16,745.57	36,579.48
36 132 V KELLNERSVILLE	19,724,900.00	0.000806	4,907.86	464.27	451.40	5,823.53	4,916.75	10,740.28
36 151 V MISHICOT	135,031,800.00	0.005518	33,597.99	3,178.28	3,090.19	39,866.46	33,658.84	73,525.30
36 176 V REEDSVILLE	93,872,600.00	0.003836	23,356.95	2,209.50	2,148.27	27,714.72	23,399.25	51,113.97
36 181 V SAINT NAZIANZ	61,558,300.00	0.002515	15,316.65	1,448.91	1,408.76	18,174.32	15,344.39	33,518.71
36 186 V VALDERS	85,737,200.00	0.003504	21,332.73	2,018.02	1,962.09	25,312.84	21,371.37	46,684.21
36 191 V WHITELAW	62,495,000.00	0.002554	15,549.72	1,470.96	1,430.19	18,450.87	15,577.88	34,028.75
36 241 C KIEL (part Calumet Co)	427,805,900.00	0.017482	106,444.69	10,069.37	9,790.30	126,304.36	106,637.48	232,941.84
36 251 C MANITOWOC	3,095,506,700.00	0.126493	770,209.69	72,859.72	70,840.39	913,909.80	771,604.65	1,685,514.45
36 286 C TWO RIVERS	876,606,600.00	0.035821	218,113.21	20,632.91	20,061.06	258,807.18	218,508.24	477,315.42
Manitowoc County Total	8,698,559,050.00	0.355452	2,164,335.32	204,740.17	199,065.75	2,568,141.24	2,168,255.24	4,736,396.48
<b>Ozaukee County</b>								
45 002 T BELGIUM	205,715,550.00	0.008406	51,185.19	4,841.98	4,707.78	60,734.95	51,277.90	112,012.85
45 006 T FREDONIA	191,275,009.00	0.007816	47,592.16	4,502.09	4,377.31	56,471.56	47,678.37	104,149.93
45 106 V BELGIUM	324,633,300.00	0.013266	80,773.76	7,640.98	7,429.20	95,843.94	80,920.05	176,763.99
Ozaukee County Total	721,623,859.00	0.029488	179,551.11	16,985.05	16,514.29	213,050.45	179,876.32	392,926.77
<b>Sheboygan County</b>								
59 002 T GREENBUSH	235,594,764.00	0.009627	58,619.60	5,545.25	5,391.56	69,556.41	58,725.78	128,282.19
59 004 T HERMAN	218,956,100.00	0.008947	54,479.65	5,153.62	5,010.79	64,644.06	54,578.32	119,222.38
59 006 T HOLLAND	509,115,500.00	0.020804	126,675.77	11,983.18	11,651.06	150,310.01	126,905.20	277,215.21
59 008 T LIMA	374,911,200.00	0.01532	93,283.67	8,824.38	8,579.81	110,687.86	93,452.63	204,140.49
59 010 T LYNDON	283,416,200.00	0.011581	70,518.31	6,670.84	6,485.95	83,675.10	70,646.03	154,321.13
59 012 T MITCHELL	188,556,900.00	0.007705	46,915.86	4,438.11	4,315.11	55,669.08	47,000.83	102,669.91
59 014 T MOSEL	190,999,500.00	0.007805	47,523.61	4,495.60	4,371.01	56,390.22	47,609.69	103,999.91
59 016 T PLYMOUTH	583,284,500.00	0.023835	145,130.16	13,728.91	13,348.41	172,207.48	145,393.01	317,600.49
59 018 T RHINE	624,944,700.00	0.025537	155,495.86	14,709.48	14,301.80	184,507.14	155,777.48	340,284.62
59 020 T RUSSELL	43,168,017.00	0.001764	10,740.87	1,016.06	987.90	12,744.83	10,760.31	23,505.14
59 022 T SCOTT	238,931,000.00	0.009764	59,449.71	5,623.78	5,467.91	70,541.40	59,557.38	130,098.78
59 024 T SHEBOYGAN	1,261,900,300.00	0.051565	313,980.21	29,701.66	28,878.47	372,560.34	314,548.88	687,109.22
59 026 T SHEBOYGAN FALLS	315,217,400.00	0.012881	78,430.94	7,419.35	7,213.72	93,064.01	78,572.99	171,637.00
59 028 T SHERMAN	226,297,500.00	0.009247	56,306.30	5,326.42	5,178.80	66,811.52	56,408.28	123,219.80
59 030 T WILSON	697,694,600.00	0.02851	173,597.15	16,421.81	15,966.68	205,985.64	173,911.56	379,897.20
59 101 V ADELL	48,773,700.00	0.001993	12,135.65	1,148.00	1,116.18	14,399.83	12,157.82	26,557.45
59 111 V CASCADE	69,348,100.00	0.002834	17,254.87	1,632.26	1,587.02	20,474.15	17,286.14	37,760.29
59 112 V CEDAR GROVE	240,425,500.00	0.009825	59,821.56	5,658.96	5,502.12	70,982.64	59,929.90	130,912.54
59 121 V ELKHART LAKE	460,096,800.00	0.018801	114,479.16	10,829.41	10,529.27	135,837.84	114,686.51	250,524.35
59 131 V GLENBEULAH	51,791,000.00	0.002116	12,886.40	1,219.02	1,185.23	15,290.65	12,909.73	28,200.38
59 135 V HOWARDS GROVE	416,937,800.00	0.017037	103,740.54	9,813.57	9,541.58	123,095.69	103,928.43	227,024.12
59 141 V KOHLER	627,974,300.00	0.025661	156,249.67	14,780.79	14,371.13	185,401.59	156,532.66	341,934.25
59 165 V OOSTBURG	374,852,100.00	0.015318	93,268.97	8,822.99	8,578.46	110,670.42	93,437.89	204,108.31
59 176 V RANDOM LAKE	223,893,400.00	0.009149	55,708.12	5,269.84	5,123.78	66,101.74	55,809.02	121,910.76
59 191 V WALDO	57,364,600.00	0.002344	14,273.20	1,350.20	1,312.78	16,936.18	14,299.05	31,235.23
59 271 C PLYMOUTH	960,676,800.00	0.039256	239,031.17	22,611.69	21,985.00	283,627.86	239,464.09	523,091.95
59 281 C SHEBOYGAN	4,564,706,000.00	0.186529	1,135,769.08	107,440.63	104,462.88	1,347,672.59	1,137,826.09	2,485,498.68
59 282 C SHEBOYGAN FALLS	908,782,100.00	0.037136	226,118.96	21,390.23	20,797.42	268,306.61	226,528.49	494,835.10
Sheboygan County Total	14,998,610,381.00	0.612892	3,731,885.02	353,026.04	343,241.83	4,428,152.89	3,738,643.99	8,166,796.88
<b>Total</b>	<b>24,471,846,883.00</b>	<b>1</b>	<b>6,088,972.00</b>	<b>576,000.00</b>	<b>560,036.00</b>	<b>7,225,008.00</b>	<b>6,100,000.00</b>	<b>13,325,008.00</b>
<b>City, Town &amp; Village Summary</b>								
Towns	10,064,543,883.00	0.41127	2,504,213.36	236,891.69	230,326.17	2,971,431.22	2,508,748.89	5,480,180.11
Villages	3,573,218,900.00	0.146013	889,071.84	84,103.76	81,772.78	1,054,948.38	890,682.07	1,945,636.45
Cities	10,834,084,100.00	0.442716	2,695,686.80	255,004.55	247,937.05	3,198,628.40	2,700,569.04	5,899,197.44
<b>County Summary</b>	<b>24,471,846,883.00</b>	<b>1</b>	<b>6,088,972.00</b>	<b>576,000.00</b>	<b>560,036.00</b>	<b>7,225,008.00</b>	<b>6,100,000.00</b>	<b>13,325,008.00</b>
08 Calumet	53,053,593.00	0.002168	13,200.55	1,248.74	1,214.13	15,663.42	13,224.45	28,887.87
36 Manitowoc	8,698,559,050.00	0.355452	2,164,335.32	204,740.17	199,065.75	2,568,141.24	2,168,255.24	4,736,396.48
45 Ozaukee	721,623,859.00	0.029488	179,551.11	16,985.05	16,514.29	213,050.45	179,876.32	392,926.77
59 Sheboygan	14,998,610,381.00	0.612892	3,731,885.02	353,026.04	343,241.83	4,428,152.89	3,738,643.99	8,166,796.88
<b>Total</b>	<b>24,471,846,883.00</b>	<b>1</b>	<b>6,088,972.00</b>	<b>576,000.00</b>	<b>560,036.00</b>	<b>7,225,008.00</b>	<b>6,100,000.00</b>	<b>13,325,008.00</b>

**CITY OF SHEBOYGAN  
R. C. 167-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Res. No. 114-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 114-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**NOVEMBER 4, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment.

WHEREAS, the City of Sheboygan purchased the former Wells Fargo Bank Building property earlier this year with intentions to clear the site for redevelopment; and

WHEREAS, the City issued a request for bids #2057-24 from contractors engaged and familiar with the demolition of heavy commercial structures; and

WHEREAS, City staff has reviewed the bids and determined that the contractor submitting the lowest responsive bid has the necessary experience and qualifications to complete the work in a timely, safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached contract with Scott’s Excavating, Inc. in the amount of \$241,500.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$241,500.00 from Account No. 421660-621100 (TID # 21 Fund - Land) for the expense in order to clear the buildings for future redevelopment.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT  
BETWEEN  
THE CITY OF SHEBOYGAN  
AND SCOTT’S EXCAVATING INC.  
FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION  
AT 636 WISCONSIN AVENUE, SHEBOYGAN, WI 53081**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_th day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, 53044, and Scott’s Excavating, Inc., a Wisconsin corporation with offices located at W3234 County Road J, Sheboygan Falls, Wisconsin, 53085 (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the building and real property located at 636 Wisconsin Avenue, Sheboygan, Wisconsin, consisting of a building and paved parking areas; and

WHEREAS, the City desires to demolish the building, including the below-grade basement and other improvements located on the west one-half of the property, as depicted in **Exhibit 1B**, and restore the site to a dust-free and erosion-free condition in order to prepare the site for future development (“Services”); and

WHEREAS, the City issued Request for Bids # 2057-24 to obtain bids from qualified providers of the Services; and

WHEREAS, the City has opened the bids, and determined that Contractor’s bid (“Bid”) is the lowest responsive and responsible bid for the Services (**Exhibit 2**); and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall perform all work associated with the work specified in **Exhibits 1, 1a,1b,1c** related to the demolition, disposal and restoration of the site (the “Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to

beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public rights-of-way impacted by the project shall remain open to traffic, to the fullest extent practical, during the project. Lane closures necessary to accommodate replacement of concrete curb and gutter and disconnection of sewer and water utilities shall be permitted upon coordination with the City's representative.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete demolition and proper disposal of the building, encompassing approximately 41,000 square feet, which includes all foundations, basement walls and floors, remaining personal property, furnishings, equipment, and machinery.
- The proper placement of erosion controls and inlet protections to ensure that stray materials do not impact the proper flow or drainage of stormwater both in City-owned catch basins and other storm water inlets in compliance with applicable federal, state, and/or local regulations;
- The placement of a "tracking pad" if determined to be prudent in order to prevent excessive tracking of mud or debris onto the roadway.
- The proper handling of all materials generated during the demolition process which may include onsite crushing of cementitious materials in accordance with all applicable regulations as detailed in the Request for Bids.
- If onsite materials crushing occurs, adequate dust and noise controls shall be provided.
- The removal and lawful disposal in a licensed landfill of all materials identified as containing asbestos and coated materials that do not contain asbestos, as current regulations do not allow for these items to be recycled or re-purposed. The regulations governing this handling can be found in the Request for Proposals, as well as addendum # 3 to the Request for Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the west approximate one half of the parcel as indicated in Addendum # 2 of the Request for Proposals.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, chemicals as called out in the Northstar Environmental Testing Report that was included with the Request for Bids and is attached for reference to this document.
- The removal and disposal of certain elements located in the eastern one half of the parcel including light poles, sign poles etc. as detailed in Addendum # 2 of the Request for Proposals (**Exhibit 1B**).
- The proper disconnection of storm and sanitary sewers just inside the city of Sheboygan curb-line.

- The disconnection of the water service lateral at the main valve located under North 7<sup>th</sup> Street near the intersection with Wisconsin Avenue as well as replacement of the associated concrete pavement in accordance with City of Sheboygan Ordinance.
- Coordination with the City of Sheboygan third party engineering firm in order to ensure proper compaction of the materials used to infill the basement areas following removal of the building and its foundations.
- Provision and placement of materials necessary to infill basements and depressions from their base to the level of existing grades on the site to assure that future structures may be constructed on sound soils.
- Final grading or smoothing of the site to prevent water ponding.
- The complete removal and disposal of one large driveway approach on North 7<sup>th</sup> Street and replacement of concrete curb and gutter to the satisfaction of the City's Engineering Department.
- Final Grading of the project site to include all disturbed areas to a level equal to that of the City sidewalk and surrounding property.
- The furnishing and replacement of screened topsoil, high quality grass seed, and mulch to return the site to a stable and dust-free condition in accordance with City Ordinance.
- Upon completion of the work, the City expects that the west approximate one-half of the property will be devoid of any and all improvements and stabilized to prevent unwanted storm water run-off and /or water ponding.
- For the avoidance of doubt, the east one-half of the parcel including paved parking lots, sign and lamp abutments and drainage swale will remain undisturbed until Spring of 2025 when the removal of these improvements will be put to bid and contracted for separately from this agreement.
- Please refer to **Exhibits # 4 and 4A** for the Northstar Environmental Testing Reports

## **Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

## **Article 3. City's Representative**

The City designates Bernard Rammer, Purchasing Agent as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may



consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

#### **Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$241,500.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

#### **Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

#### **Article 6. Performance and Payment Bond (REQUIRED)**

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

#### **Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

**Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty(if applicable).
- Contractor shall provide a one-year warranty against defects for parts and labor.

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or

workmanship, to perform the function required by the contract documents. The City’s Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor’s tools and equipment from any cause whatsoever. Further the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

**Article 12. Termination**

The City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. The City’s Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment,

tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

### **Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

### **Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 16. Indemnification**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Please refer to **Exhibit # 3** Insurance and Bonding Standards for additional information.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

**Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a

subcontractor) by the terms of this Agreement as far as applicable to that subcontractor’s work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City’s Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk	Scott’s Excavating, Inc
City of Sheboygan	W3234 County Road J
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**



The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**Article 30. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**Article 33. Incorporation of Required Clauses and Conditions**

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

**Article 34: Exhibits**

The following Exhibits are attached hereto and made part of this agreement:

- Exhibit # 1 Request for Bids # 2057-24
- Exhibit #1A Request for Bids Addendum 1
- Exhibit #1B Request for Bids Addendum 2
- Exhibit #1C Request for Bids Addendum 3
- Exhibit # 2 Bid Submitted by Scott’s Excavating
- Exhibit # 3 Insurance and Bonding Requirements
- Exhibit # 4 Northstar Environmental Report
- Exhibit #4A Northstar Environmental Supplemental Report

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**SCOTT’S EXCAVATING, INC.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF SHEBOYGAN  
INVITATION TO BID  
BID 2057-24  
BUILDING RAZING**

Sealed bids, in electronic format, will be received by the City of Sheboygan, in the office of the Purchasing Agent, City Hall 828 Center Avenue, Suite 205 Sheboygan, WI 53081 until **1:00 P.M., Local Time, Tuesday October 15, 2024** for the complete razing and disposal of:

**FORMER WELLS FARGO BANK BUILDING  
636 WISCONSIN AVENUE, SHEBOYGAN WI 53081**

A Mandatory Pre-Bid Conference will be held on Tuesday October 8th, 2024 commencing at 9:00 AM Local Time in the parking lot immediately east of the building. In order to be considered, bidders must be in attendance.

Bidders are required to submit a completed **Bidder's Proof of Responsibility** on forms included in the bid documents. In order to be considered the completed forms must be on file no less than 5 days prior to the due date of the bids.

Bid Security in the form of a bid bond or certified check in an amount of not less than 5% of the total base bid amount must accompany the bids. This surety will protect the City of Sheboygan should the awarded bidder fail to follow through to the contract phase.

The successful bidder will be required to provide the City of Sheboygan with a Performance and Payment Bond having a face value equal to 100% of the contract amount. In addition, the bidder will be required to provide the City with a Certificate of Insurance having a separate endorsement naming the City of Sheboygan as additionally insured within ten days of notice of award.

Detailed specifications may be obtained at no cost electronically by contacting the Purchasing Agent at (920)459-3469 or via email at [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

Bids shall be submitted on the bid forms provided in the bid documents. No bid shall be withdrawn for a period of 60 days after the scheduled due date of the bids without the consent of the City of Sheboygan. Bids will be submitted electronically in a single pdf format addressed to: [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

The City of Sheboygan is exempt from Federal Excise and State Sales Tax.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation in whole or in part, waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

CITY OF SHEBOYGAN  
 REQUEST FOR BIDS  
 BID #2057-24  
 Building Razing  
 DEMOLITION OF FORMER WELLS FARGO BANK BUILDING

1.0 BACKGROUND

The City of Sheboygan is soliciting sealed bids for the Demolition, Removal, Disposal and site restoration of the former Wells Fargo Bank Building located at 636 Wisconsin Avenue, Sheboygan WI. The Three Story approximate 42,000 square foot structure was built in 1957 comprised of steel and Masonry. Following removal and restoration, it is the intention of the City to offer the site for future development.

The Building has four levels including a full basement, partial second floor which housed executive offices and a rooftop penthouse which houses HVAC Equipment. It also includes a five-bay drive through banking canopy with pneumatic tube conveyance equipment. The third level is a mezzanine area between the main floor and basement which houses the main vault and several other service related rooms.

The City has contracted with Northstar Environmental Testing to perform a detailed inspection of the property to quantify the need for abatement of asbestos and Lead-Based Paint prior to standard machine demolition. **A full report is included in these bid documents.**

Further, The City has contracted with a licensed firm to remove the majority of asbestos and lead-based paint materials that are required to be removed prior to standard machine demolition.

There are a number of items identified below which will become the responsibility of the demolition contractor. Many of these items cannot be recycled or re-used and must be disposed of using proper methods. (see below)

1.1 GENERAL

The work entailed under the **Base Bid** contract consists of all permits, labor, machinery, materials to completely remove and lawfully dispose of the approximate 42,000 sq. ft main structure including basements, foundations, floors, remaining equipment and all site pavement. The Contractor shall be responsible for the proper disconnection and capping of water lines at the curb stop as well as sanitary and storm sewer at the property line to the satisfaction of the City of Sheboygan Plumbing Inspector.

Disposal of razed materials, including possible placement of clean, crushed on site concrete (if applicable) shall be done in accordance with the Wisconsin Department of Natural Resources(WDNR) regulations, Wisconsin Administrative Code NR500 and City of Sheboygan Ordinances. Any and all materials to be disposed of off-site that cannot be recycled shall be disposed of at an EPA/WDNR approved and licensed disposal Facility. Receipt of the disposal transaction with the approval of the disposal site shall be retained and presented to the City of Sheboygan before final payment will be made.

Attention is called for the need of the Contractor to review and fully understand all regulations related to the proper handling, crushing and disposal of all materials from the site in accordance with State and Federal Regulations. These Guidelines can be found within and attached to this document.

Under no circumstances will the City of Sheboygan assume any liability for the improper handling, disposal or re-use of any demolition materials generated during the work. The Demolition Contractor is solely responsible to assure that all materials are disposed of in a manner consistent with existing State and Federal Regulations including those containing **Asbestos and/or Lead which cannot be recycled.**

## 1.2 PERMITS

The contractor shall be required to obtain all applicable City permits and pay for Permit fees prior to beginning demolition. Contractors doing work in the City of Sheboygan are required to be **licensed** by the Building Inspection Department. This requirement includes any sub-contractors. Contact the Building Inspection Dept at (920) 459-4064 for information and costs. Please note that the City of Sheboygan does not "waive" permit fees for City projects.

## 1.3 BIDDER'S PROOF OF RESPONSIBILITY

Each bidder shall be required to furnish or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, Department of Public Works, City of Sheboygan, **not less than five (5) days prior to the time of opening of these bids.** Forms for filing of such Proof of Responsibility are enclosed with the bid Documents for use by all interested bidders. Said form shall fully demonstrate the bidder's financial ability, adequacy of plant, equipment, and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts. (Forms are included with the bid documents)

## 1.4 AWARD OF CONTRACT/REJECTION OF BIDS

A. The City of Sheboygan will select a single contractor submitting the lowest responsible "Total Demolition Cost" bid indicated on the "Bidder's Proposal Form."

B. The City reserves the right to consider as unqualified any bidder that does

not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City Contracts.

C. The Agreement between the parties will be in the form of a City Purchase Order and City of Sheboygan standard agreement referencing the terms and conditions of the bid documents.

D. The City of Sheboygan reserves the right to reject any bids, cancel this Solicitation, waive any informality with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

## 1.5 BONDING/INSURANCE

### BID GUARANTY

No bid will be considered unless it is accompanied by a Bid Guaranty. At the option of the bidder, the guaranty may be a certified check, bank draft or bid Bond, which shall not be less than five (5%) percent of the amount of the bid. Certified check or bank draft shall be made payable to the "City of Sheboygan." Cash deposits will not be accepted. The Bid Guaranty shall insure the Acceptance of the Contract and the furnishing of insurance coverage. If the successful bidder fails to follow through to the execution of a contract the bond will be forfeited.

If your firm chooses to include a certified check as bid security, please include a **photocopy** of the check with your electronic bid submission.

### B. PERFORMANCE AND PAYMENT BOND

Shall be in a sum not less than 100% of the amount of contract as awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing this contract work.

The failure of the successful bidder to supply the required Surety Bond within ten (10) days after receipt of contract award or within such extended period as the Purchasing Agent may grant, based upon reasons determined sufficient, the Purchasing Agent may either Award the contract to the next lowest responsible bidder or reject all bids and re-advertise for bids.

### C. CONTRACTOR INSURANCE COVERAGE

The successful bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar proof of insurance required of the subcontractor has been obtained.

**PLEASE REFER TO ATTACHED DOCUMENT DETAILING INSURANCE AND BONDING REQUIREMENTS**

**1.6 INDEMNIFICATION**

The contractor agrees to save and keep the City of Sheboygan including its Officials, Agents, and Employees, free and harmless from all liability, including but not limited to losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this contract, except as to the negligence of the City of Sheboygan or its employees as to which this Hold Harmless and indemnity Agreement, shall not apply. The contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City of Sheboygan, its Officials, Agents or Employees or paid for on behalf of the City of Sheboygan, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan as this Hold Harmless and Indemnity Agreement.

The contractor shall further hold harmless the City of Sheboygan, its Officials, Agents and Employees from liability or claims for any injuries to or death of the contractor's employees or subcontractor's employees, arising out of or in any way connected with the work or work to be performed under this contract, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees with respect to any above referenced workers' compensation claim incurred or paid by the City of Sheboygan or paid on its behalf or behalf of its Officials, Agents or Employees by insurance purchased or self-insurance provided by the City Of Sheboygan.

**1.7 SAFETY REQUIREMENTS**

The contractor shall be responsible for furnishing, erecting, and maintaining suitable Barricades, warning signs, flashers, fencing etc. to properly protect and safe-guard his personnel and the general public during all phases of this contract.

**1.8 PROTECTION OF EXISTING FACILITIES**

The contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by the contractor's operations, at least three days, excluding Saturday, Sunday and legal holidays, before breaking ground. The contractor shall not hinder or interfere with any persons in the protection of such property or with the operations or utilities at any time. The contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of the contractor causing said damage.



## 1.81

As of September 20, 2024, the following Utility preparations have been completed.

- Gas service has been removed back to the Natural Gas Main located in the “terrace” along North 7<sup>th</sup> Street by Wisconsin Public Service.
- An order to disconnect phone lines and Fiber Optic connections from the pedestal west of the main building has been completed by AT&T
- The City will arrange for removal of all electrical power from the site following the completion of ACM and LBP Abatement estimated for some time in the Month of October.
- There is a mandatory 10-day waiting period following completion of the removal of ACM’s and LBP before Demolition may begin. .
- The Water Meter will be removed. Sanitary and storm sewers are still connected and proper disconnections and capping of same will be the responsibility of the demolition contractor at the property lines.
- Central Air Conditioning systems by way of a large chiller on the roof has been purged of all Freon by a Licensed Contractor.
- 750 Gallons of Glycol Liquid heat transfer fluid associated with the rooftop Chiller has been removed and disposed of properly.
- Otis Elevator has removed the majority of oils from the elevator. Due to mechanical limitations at the time of removal a relatively small amount of oil is expected to be encountered when the hydraulic cylinder (20-30 Gallons) is removed from the ground by the demolition Contractor.
- A purchase order has been issued for the abatement of asbestos containing materials that are required to be removed and disposed of prior to machine demolition. That work is tentatively scheduled to begin on or about October 1, 2024.

1.9 SITE INSPECTION-MANDATORY

It is the responsibility of each bidder and bidder’s subcontractor to visit the site of proposed work and fully acquaint him or herself with the existing conditions and should fully inform himself as to the difficulties and restrictions in performing this contract.

A MANDATORY inspection of the building is scheduled for 9:00 A.M. CST, on Tuesday October 8, 2024 commencing in the parking lot directly east of the building.

1.10 ANTICIPATED PROJECT SCHEDULE

MANDATORY PRE-Bid Conference, **Tuesday October 8, 2024 9:00 AM**

Bidder's Proof of Responsibility Due **Monday October 7, 2024** via email

Bids Due Via Email Tuesday October 15, 2024 1:00 PM

Contract Award As soon as possible following receipt of bids

Start of Demolition As soon as possible following Contract and completion of Asbestos work.

#### 1.11 LIQUIDATED DAMAGES

Should the contractor fail to complete the work by the agreed upon date **or by an alternate date mutually agreeable to both parties at time of contract**, or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, a sum of \$ 250.00 per calendar day

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting the contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of Sheboygan of any of its rights under the contract.

#### 1.12 BASIS OF PAYMENT

The work included in the **base bid** as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; abandonment and disconnection of utilities; for obtaining permits; for off-site disposal of razed materials site restoration and for providing all labor, bonding, tools, materials and equipment necessary to complete the work in accordance with this request for bid.

#### 1.13 SERVICE DISCONNECT

The Contractor, with assistance from the owner will be responsible for disconnecting electricity, natural gas, water, storm sewer, and sanitary sewer services to the building. The City of Sheboygan will assist as needed. Disconnection and permanent capping of the Water and Storm sewer laterals shall be done to the satisfaction of the City of Sheboygan Plumbing Inspector.

#### 1.14 WAGE RATES

Not Required.

#### 1.15 HAZARDOUS MATERIALS

(See attached report from Northstar Environmental Testing for reference)

#### **A: Asbestos**

All asbestos containing materials, which are required by the State of WI to be removed prior to standard machine demolition will be removed prior to demolition by a State Certified and licensed

Contractor in accordance with Wisconsin Administrative Code Chapter NR447 and DHSS regulations and guidelines under separate contract.

See Below for Asbestos Containing materials that are the responsibility of the **Demolition Contractor** to dispose of in a licensed landfill. These materials cannot be recycled and must be transported to a licensed landfill

1. Roofing Materials are assumed to contain asbestos and must be transported to a licensed landfill
2. along with demolition debris.
3. Concrete walls located in the Basement area of the structure which have a black mastic on them are **not able to be recycled or crushed** with other "clean concrete materials" and must be transported to a licensed landfill. The exact quantity of these materials is not known
4. Vault and Safe Components including Massive vault door
5. Approximately 400 square feet of tan adhesive behind metal paneling on walls and ceiling of room # 38. (see Northstar report.
6. Approximately 48 SF of Black Wall Covering Adhesive in Room # 36 (See Northstar Report)
7. Approximately 20,040 square feet of roofing materials assumed to contain asbestos.
8. One lot of drywall Joint compound throughout which contains asbestos but tested below the 1% point count composite threshold.
9. Exterior soffit structure above east doors

## B. Lead Bearing Materials

Lead bearing Wall tile in rest rooms throughout will be removed by the City's third-party abatement Contractor prior to mobilization for demolition.

Please refer to the Northstar Environmental Testing Inventory for details.

### 1.16 CRUSHING OF CONCRETE ON-SITE:

Crushing of clean concrete on-site is allowed under the following conditions:

1. Crushing should occur in the central portion of the site.
2. Proper Dust Control measures (Water) must be followed at all times
3. Neighbors include a Large Residential Structure to the North, An Arts Center/Museum to the South and primarily single-family residences and small commercial businesses to the East.
4. Only concrete that meets the WDNR's definition of "clean concrete" can be considered for recycling(crushing). The demo contractor is responsible to understand what is considered clean concrete. Concrete coated with paint that is not lead-bearing paint may be used as fill, aggregate or concrete to concrete recycling in accordance with the following rule exemptions:

*Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s.NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, what is defined as "clean fill" that does not have to be taken to a landfill, on the DNR website at <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>*

**PLEASE SEE ATTACHED DOCUMENT**

5. The Crusher, if used will need to be located in the East parking area.

## **2.0 SALVABLE MATERIALS**

There is no guarantee of salvable materials or property involved in this Contract. No responsibility shall be assumed by any party for loss of salvable materials due to damage, theft or condition at time of contract etc.

## **3.0 DEMOLITION REQUIREMENTS**

The entire building and its foundations, basements, sub-basements footings and other improvements, including walkways and patios inside the City owned sidewalks shall be razed and removed off the project site.

In addition to the entire building, its foundations, footings, floors, loading docks, sump pits, stone retaining walls and footings, planters, drainage swales and building contents, the contractor shall include in the demolition cost the removal and proper disposal of:

1. All oil containing ballasts, electrical transformers, elevator cars and hydraulic machinery, HID lamps, fluorescent lamps, emergency lighting batteries, fire extinguishers, and mercury switches, EXIT signs containing possible nuclear materials etc.
2. Any and all roofing materials assumed to contain asbestos which is considered by the WDNR to be acceptable by the licensed landfill as non-regulated demolition waste.
3. Equipment with CFC (Freon) or HCFC materials.
4. Other materials, such as certain light bulbs, mercury switches, batteries, door closures, water coolers, personal property, vault door, safe deposit box cabinetry and AC units, etc. will need to be removed/managed prior to demolition **by the Demolition Contractor.**

**PLEASE SEE DETAILED INVENTORY OF THESE ITEMS IN THE ATTACHED NORTH STAR ENVIRONMENTAL REPORT**

5. Refer to **ATTACHED** WDNR Publication WA 651 PLANNING YOUR DEMOLITION OR RENOVATION PROJECT: A Guide to Hazard Evaluation, Recycling and Waste Disposal found at <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
6. Curb cuts to accommodate four existing driveway aprons will need to be replaced with

concrete curb and gutter by the Demolition contractor in accordance with City of Sheboygan specifications.

7. All Parking lots, curbing, drainage swales, lighting, signage, lamp post bases, footings foundations are to be removed.

The following items shall not be razed under the base bid:

1. Street pavements, public sidewalks, and Curbing along City Streets.

#### 4.0 BACKFILLING & SITE RESTORATION

- A. The Contractor will be responsible for back filling and site restoration including suitable compaction of the clean fill materials so as to provide for future excavation for construction of new improvements to the site in the near future. This Includes the drainage Swale in the East Parking lot area.
- B. The City will contract separately with a Civil Engineering Firm to provide compaction testing during the backfill process. This data will be shared with Future parties interested in the development of the parcel. The Demolition Contractor is expected to work with the City's Third-Party Engineering firm to allow for scheduling and proper testing during backfill operations.
- C. Site restoration shall include proper compaction (as determined by engineering Firm), rough grading, finish grading, and placement of screened, clean topsoil, high quality grass seed and mulch/straw is required to maintain the site in a dust free condition in accordance with City of Sheboygan statutes.
- D. Should weather conditions not be suitable to complete restoration including spreading of topsoil, application of grass seed and mulch The Contractor will work with the City to establish a mutually agreeable schedule. As security, the City will withhold not less than 10% of the total bid payable upon completion.
- E. **There is a possibility that re-development of the Site may begin in Spring of 2025 negating the need for Topsoil, seed and Mulch. The Contractor shall include a deduct for this work should these final components not be needed,**
- D. All sidewalks and driveways inside the City owned sidewalk around the perimeter and the curb line shall be removed and the grade restored.
- E. Contractor will be responsible for the removal and disposal of all driveway aprons (4) and restoration of the concrete curb and gutter in a manner consistent with City of Sheboygan Engineering Department procedures.

- F. Finish grading of the site shall be performed in such a manner as to assure that grade is level with existing City of Sheboygan Sidewalks and surrounding parcels and that no ponding of storm water on the parcel will occur.

**5.0 PARTIAL INVENTORY OF BUILDING COMPONENTS** that will become the sole property and responsibility of the Demolition Contractor as a part of this **BASE** contract:

- Electrical power transformers not owned by the Utility.
- Electrical Distribution panels, conduits, raceways, wiring etc.
- All lighting fixtures including fluorescent tubes
- All permanent furnishings and fixtures
- Ceiling tiles and associated grid work.
- HVAC Equipment
- Water heating equipment and circulation pumps
- Plumbing fixtures
- Heating Thermostats
- Sump Pumps
- Carpeting and Floor coverings
- Hollow metal entranceways, steel doors, wood doors, overhead doors.
- Exit lighting including those fixtures possibly containing radioactive materials requiring controlled and regulated disposition.
- Emergency lighting fixtures that may contain lead acid batteries.
- External lighting fixtures connected to the structure and those within the confines of the City sidewalks.
- Other property, building components and fixtures
- Flag Poles
- Outdoor concrete including walkways, steps, ramps, curbs and driveways.
- Building Foundations, concrete planters, concrete exterior lighting bases and abutments.
- Assorted paints, chemical, coatings.
- Other personal Property
- Any Unregulated hazardous materials as identified in the Northstar Environmental Report attached.

**SEE COMPLETE LIST OF THESE MATERIALS INCLUDED IN THE NORTHSTAR ENVIRONMENTAL REPORT**

**Note Regarding Electrical Panels:**

The building was originally constructed in the 1950". Many electrical panels and disconnects from that era were known to contain asbestos insulation. Unfortunately, these cannot be properly inspected until electrical power has been permanently shut off from the building. Once that occurs, the City intends to have an inspection performed and further have those panels found to contain asbestos removed and disposed of in a lawful manner. **Bidders are cautioned to take this into account when preparing their bids and calculating salvage values associated with electrical distribution panels and equipment.**

## 6.0 SCOPE OF WORK

The City of Sheboygan Common Council has directed that bids should be obtained for the complete demolition of the structure including off-site disposal of all materials not used for backfill/restoration. This includes complete restoration of the site to a dust free condition including proper compaction of backfill material. The Scope of Work is as follows:

- Furnish City of Sheboygan with Performance and Payment bonds equivalent to 100% of the total cost of the work, a minimum of seven days prior to the start of demolition or preparations preceding demolition.
- Provide Certificate of Insurance with separate endorsement naming the City of Sheboygan as additionally insured.
- Purchase and obtain a Demolition Permit from the City of Sheboygan Building Inspection Department. (Note: City does NOT waive any permit fees).
- Contractor and all Sub-Contractors must be licensed in the City of Sheboygan with the Building Inspection Department. The cost of any and all licensure, either temporary or permanent, is the total responsibility of the Contractor and Sub-Contractors and will not be “waived” for any reason.
- Prior to obtaining a demolition permit, it will be the responsibility of the demolition Contractor, acting as General Contractor, to arrange for and assure for the proper disconnection and termination, in accordance with all codes and ordinances in effect at the time, of all utilities and provide suitable certification of such disconnection.
- Provide and install all erosion curtains and inlet protection on storm sewer inlets located in the street or right of way as may be required by the Wisconsin DNR during the demolition process.
- Temporarily protect all storm sewer inlets around the site to protect against the entry of soils or other materials during and immediately following the demolition and site restoration. These shall remain in place until the site has been rendered safe from runoff.
- Mobilization and suitable preparation of the building and the job site to allow for the work to be done in a safe manner. This may include fencing of the site. Contractor may use the rear yard for staging with the understanding that the lot will be removed and restored to a dust free condition at the end of the project at the contractor’s expense.
- Machine demolition of the entire structure including basements, sub-basements, footings, pilings, sump pits and removal of all concrete and or asphaltic pavement from the site.
- Backfilling of all areas below grade including clean materials which will provide suitable compaction readings as determined by the City’s third- party Civil Engineering firm.
- If required, de-watering of the sub-grade excavations during the back-fill process to allow for suitable compaction readings to be obtained.
- Removal and disposal in a licensed landfill of all materials from the building and site.
- When completed, the area inside the city sidewalk shall be completely leveled to a grade equal to the surrounding properties and the City Sidewalks present on three sides.
- Removal of the curbing on the North side of the property and levelling the resulting grade to match the rest of the site.

- Replacement of City owned concrete curb and gutter at (4) driveway openings in accordance with City of Sheboygan Engineering Dept. specifications.
- Placement of screened topsoil free of foreign matter is required.
- Entire site is to be seeded with high quality grass seed and covered with mulch materials such as Hydro Mulch. Inlet protection to remain in place until the threat of soil erosion and entry of soils into the storm sewer system has passed.
- De-Mobilization and submittal of final invoice following completion of any punch list items.

## 7.0 TIME FRAME

The City of Sheboygan Common Council will need to vote in order to award the demolition contract. This process can take up to three weeks following submission to the Council of a recommendation for award.

## ATTACHMENTS

Attached please find the following documents

- 1) Northstar Environmental Testing report
- 2) Insurance and Bonding Requirements and Instructions
- 3) Building Blueprints/Drawings
- 4) Location of Water Main-Main Is 4" and valve without a curb stop
- 5) Bidders Proof of Responsibility Form (Due no less than 5 days prior to bid date)
- 6) WDNR Guidelines for recycling of demolition materials
- 7) Terms and Conditions



CITY OF SHEBOYGAN  
Bid # 2057-24  
Razing of Former Wells Fargo Bank  
BID Submission Form  
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

**BASE BID**

For the razing of the approximate 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$ \_\_\_\_\_

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ \_\_\_\_\_ which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about \_\_\_\_\_, \_\_\_\_\_, 2024 following contract signing and bonding.

**Deduction if Finish landscaping is not required.**

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a **DEDUCTION** of \$ \_\_\_\_\_ from the base bid above.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

Please attach Copy of your Bid Security to the Email submission of your Bid

CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2057-24  
BUILDING DEMOLITION  
ADDENDUM # 1 DATED 10/8/2024

This is Addendum # 1 dated October 8, 2024

1. **Mandatory Pre Bid** conference was held on October 8, 2024. *The sign in sheet is attached for your reference.*
2. **Bid Due Date:** The Bid due date has been changed to allow for some additional investigation. **THE NEW BID DUE DATE IS MONDAY OCTOBER 28, 2024 at 1:00 pm.**
3. **Exterior Foundation Coating:** The City has contracted with Northstar Environmental Testing to investigate the absence/presence of coatings on the exterior of the foundation walls sub-grade. That investigation will involve the excavation of (6) test holes around the foundation as well as sampling and lab testing of any coatings found. The work is scheduled for October 17, 2024. All Bidders will be furnished with copies of the reports and laboratory results as soon as they are available.
4. **Site Drainage:** I have contacted our City Engineering Dept regarding this matter and what will be needed as far as WDNR Permits. He will assess the site and together we will formulate a plan as to whether the drainage swale will remain between the parking lots. That will also include the possibility of leaving a portion of the parking lots intact on the East end of the property which would reduce site disturbance to less than 1 acre. This would also have the added advantage of eliminating the need for a WDNR stormwater permit. The recommendation will then be presented to City Administration for their consideration. More information to follow
5. **Vermiculite:** Northstar Environmental DID SAMPLE Vermiculite in both the basement as well as the first rooms. Both samples were less than 1% so are not considered as asbestos which must be removed prior to demolition. Removal and disposal of this material will be the responsibility of the demolition contractor. Please see Page # 9 of the Northstar report.

**PLEASE BE SURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON YOU BID FORM**

**END OF ADDENDUM 1**

**City of Sheboygan  
Request for Bids # 2057-24  
Demolition of Former Bank  
Addendum # 2  
10-17-2024**

**This is Addendum # 2 Dated October 17, 2024**

**Item: Foundation Coating on Exterior of Basement walls (Sub-Grade)**

On October 17, 2024 Northstar Environmental arranged for the excavation of (6) test holes in various spots around the foundation of the structure. Coatings were found in several of the areas. Samples of the coating were taken and are being sent to the laboratory for analysis. Final Report of the findings will be sent in Addendum # 3 in the near future.

**Item: Scale back of Site work**

At the pre-bid conference it was suggested that the City consider adjusting the scope of the project to allow the parking areas to remain with removal to occur at a later time under a separate contract.

This action would have several advantages including:

1. Allow for continued drainage of storm water following removal of the Building.
2. Disturbance of less than 1 acre to avoid the need for an NOI and WPDES permit.
3. Leave a paved area for staging of demolition equipment, crusher etc.
4. Allow for continued parking for Arts Center Employees until such time as re-development of the site occurs.

**Therefore, please adjust the scope of work as follows for the purposes of the demolition bid:**

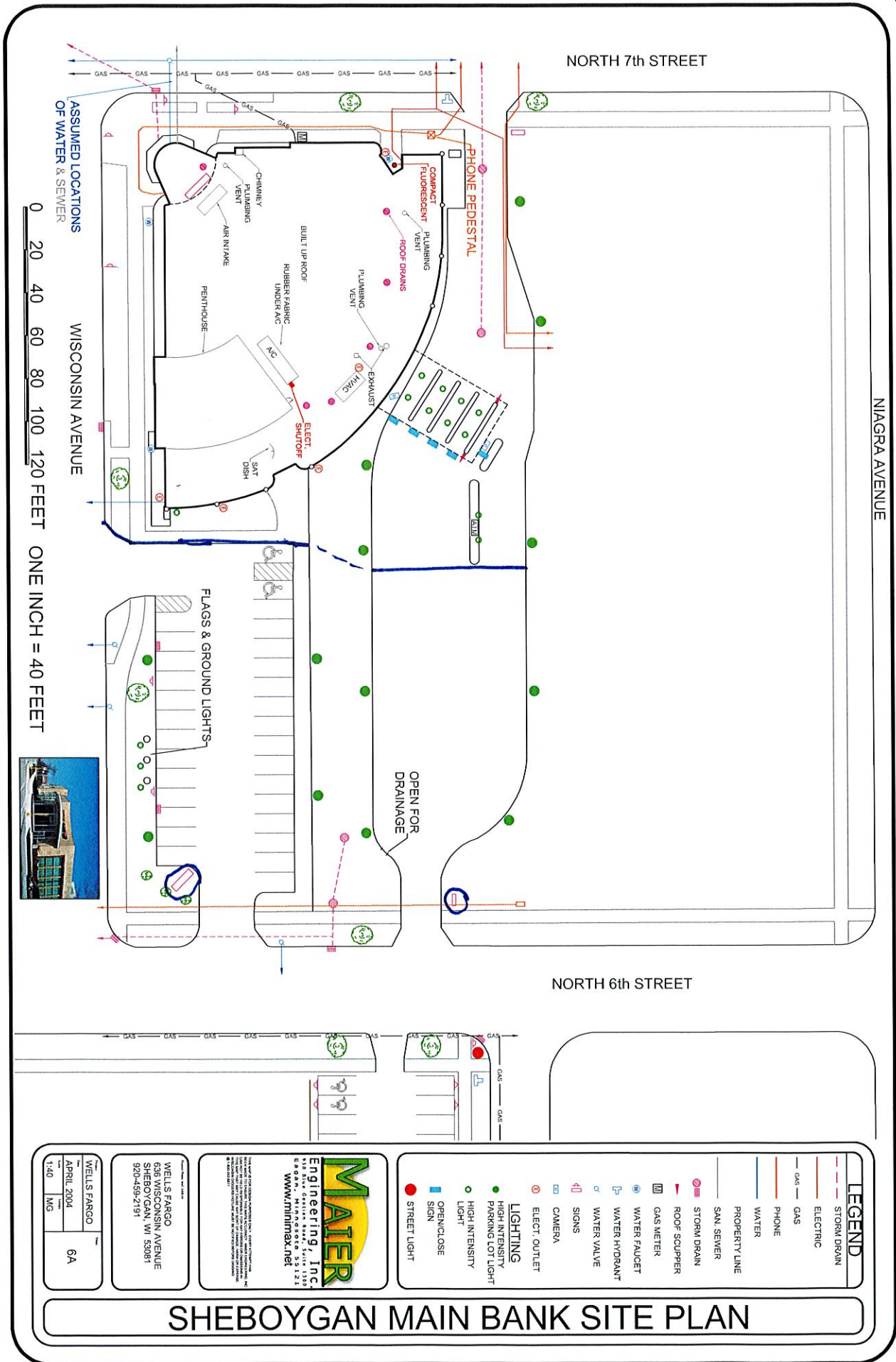
- Contractor to sawcut asphalt pavement in the lot North of the drainage swale
- Curb at west end of lot south of the drainage swale to remain
- All Improvements west of the line shown on the attached drawing are to be removed including: Building, Building Foundation, concrete pavement, asphalt pavement, light poles, light pole bases, stop sign at West driveway, West Driveway approach.
- Curb and Gutter from removed approach on N. 7<sup>th</sup> Street to be replaced by Demolition Contractor.
- All areas West of the line to be back-filled, compacted, graded smooth and topped with topsoil, seed, mulch and erosion fencing/socks until grass is established.

**Work to be included to the EAST of the lines on the attached drawing includes:**

- Removal of all light-poles East of the line
- Concrete light pole bases can remain.
- Removal of two metal signs and bases
- Flagpoles to be removed by City of Sheboygan prior to demolition.
- Contractor to install steel fenceposts along saw cut line in North parking lot to prevent vehicles entering the lot from trying to exit to the west.
- Drainage swale to remain largely undisturbed with the exception of plant beds on the west end west of the line.

**END OF ADDENDUM # 2**

**ADDENDUM 3 TO BE ISSUED AS SOON AS LABORATORY TESTING REPORT REGARDING EXTERIOR FOUNDATION WALL COATINGS IS RECEIVED.**



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**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2057-24  
DEMOLITION OF FORMER WELLS FARGO BANK BUILDING  
ADDENDUM # 3**

**This is Addendum # 3 dated October 24,2024. Please acknowledge receipt of this addendum in your bid submission.**

**Item #1 Foundation Coatings**

Northstar Environmental was retained to determine the presence (or absence) of coatings on the exterior of the foundation walls as well as to perform sampling of coatings to determine whether Asbestos was a component of the coatings found.

Six test holes were excavated around the structure. One the south side of the building there is a planter which projects out from the building, The exterior wall of the planter foundation itself had no presence of coatings however excavation of the soils *within* the planter yielded the presence of a coating on the actual foundation walls.

It is important to note that the results found from the test excavations do not provide information as to the rest of the foundation exterior walls nor are they conclusive as to where the coatings containing asbestos stop and non-asbestos coatings begin. It can be assumed that the majority of the foundation exterior walls are coated with the possible exception of the planter foundation exterior wall noted herein.

In addition, Northstar re-tested several interior basement wall samples that were listed in the original Northstar report as either “assumed to contain Asbestos” or inconclusive. Those results are also included in the report.

The City has no plans to remove any coatings other than what is already contracted for and underway. The proper handling of these materials will be the responsibility of the demolition Contractor.

**Item # 2 Recycling of concrete materials**

No additional information was received from WDNR regarding the recycling of concrete materials bearing coatings (such as the exterior foundation walls). Please refer to the attached guidelines which were included in the original Request for Bids as to the WDNR’s published guidelines.

**Bid Due Date**

**The bid due date remains as October 28, 2024 at 1:00 PM as stated in Addendum # 2**

**End of Addendum # 3**



**CITY OF SHEBOYGAN**  
**Bid # 2057-24**  
**Razing of Former Wells Fargo Bank**  
**BID Submission Form**  
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

**BASE BID**

For the razing of the approximate 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an **ALL INCLUSIVE bid price of:**

\$ 241,500.00

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ 12075.00 which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about November, 10, 2024 following contract signing and bonding.

**Deduction if Finish landscaping is not required.**

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a **DEDUCTION** of \$ 1850.00 from the base bid above.

Company Name Scotts Excavating Inc.  
Address w3234 Lo T City Sheb Falls State WI Zip 53085  
Phone 920-377-0587 Fax - Email Scottsexcavating@hotmail.com  
Name Scott H Barthele Title President  
Signed [Signature] Date 10-28-24

Please attach Copy of your Bid Security to the Email submission of your Bid



SCOTT'S EXCAVATING INC.  
W3234 CTY J  
SHEBOYGAN FALLS, WI 53085

7866  
79-802/759

PAY TO THE ORDER OF City of Sheboygan

10-28 2024

twelve thousand seventy five and <sup>00</sup>/<sub>100</sub>

\$ 12075.00

DOLLARS Security features included. Details on back.

**W** WALDO STATE BANK  
119 N. DEPOT STREET  
WALDO, WISCONSIN 53093

SCOTT BARTHELS

FOR \_\_\_\_\_

*Scott Barfels*

⑈007866⑈ ⑈075908027⑈

⑈05⑈689⑈

MP

BUS-100 (Printed By Bank-A-Count)

**CITY OF SHEBOYGAN  
INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE  
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY COVERAGE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |  |             |
|----|--|-------------|
| 1. | Each Occurrence limit  | \$1,000,000 |
| 2. | Personal and Advertising Injury limit  | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>  | \$2,000,000 |
| 4. | Products–Completed Operations aggregate  | \$2,000,000 |
| 5. | Fire Damage limit — any one fire   | \$50,000    |
| 6. | Medical Expense limit — any one person   | \$5,000     |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>”if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.  |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.**

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

- 4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
  
- 5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
  
- 6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
  
- 7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
  - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
  - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
  - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
  - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
  - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
  - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
  - G. Coverage must be included for Testing and Start up.
  - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
  - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
  - J. The policy must cover/allow Partial Utilization by owner.
  - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - L. Contractor will be responsible for all deductibles and coinsurance penalties.
  
- 8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
  - (1) \$1,000,000 each claim
  - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

**INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

**APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**PRE-DEMOLITION INSPECTION:  
ASBESTOS,  
LEAD-BASED PAINT,  
RESTRICTED WASTE ITEMS**

**Stantec**

**Site:**  
**Commercial Building (former Wells Fargo Bank)**  
**Parcel # 59281110440**  
636 Wisconsin Avenue  
Sheboygan, WI 53081

Inspection Date: July 8, 9, 23, 2024  
Report Date: July 29, 2024

NorthStar No. 240-623

**Central Wisconsin**  
715.693.6112

**Fox Cities**  
920.422.4888

**Madison**  
608.827.6761

**Sheboygan**  
920.422.4888

**Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene**

July 29, 2024

Stantec  
 c/o Jeff Brand  
 1165 Scheuring Road  
 De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Building:	Commercial (former bank)
Site Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Jeff Brand on behalf of Stantec to complete an inspection for the presence of asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) prior to the demolition of the commercial building located in Sheboygan, Wisconsin. The inspection was conducted by Dustin Gaede of NorthStar on July 8, 9, 23, 2024.

**Asbestos containing materials were identified which will require abatement prior to demolition. Roofing materials are assumed to contain asbestos and require proper disposal or additional testing. Lead-based paint (glazing) was found in limited areas. Restricted waste items are present throughout the property. Please review the report in its entirety for more specific information.**

Prepared by:  
 NorthStar Environmental Testing, LLC.  
 1907 American Drive, Suite A3  
 Neenah, WI 54956

Provided to:  
 Stantec  
 c/o Jeff Brand  
 1165 Scheuring Road  
 De Pere, WI 54115

NorthStar Environmental Testing, LLC.



Dave Barrett  
 Operations Manager  
 AII-01397 / LRA-01397



Dustin Gaede  
 Project Manager  
 AII-238193 / LRA-238193



*Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene*

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**Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene**

July 29, 2024

Stantec  
1165 Scheuring Road  
De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site Address:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Survey Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Jeff Brand on behalf of Stantec to conduct a pre-demolition survey for the presence of accessible suspect asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) for the following site:

**INSPECTION SUMMARY:**

Site Address:	636 Wisconsin Avenue Sheboygan, WI 53081		
County:	Sheboygan County		
Structure Type:	Commercial (former bank)		
Building Age:	1957		
Size:	40,000 sf		
Floors	3 (plus basement)		
# of Structures:	1		
Inspector:	Dustin Gaede	Certification:	All-238193
Company Cert:	NorthStar Environmental Testing, LLC	Certification:	DHS-925800
Survey Date:	July 8, 9, 23, 2024		
Comments:	Primary building materials: concrete/concrete block foundation, wood framed/concrete block walls, brick/stone exterior, with a flat roofing system.		

**ASBESTOS SAMPLING SUMMARY:**

Item 14.

Number of Samples:	180		
Number Analyzed:	198 (layers)	Point Count:	2
Asbestos Materials:	<b>Pipe Fittings</b> <b>12" Floor Tile and/or Adhesive</b> <b>Speaker Liner</b> <b>Drywall Adhesive</b> <b>Drain Fitting/Packing</b> <b>Wall Covering Adhesive</b> <b>HVAC Canvas Wrap Mastic</b> <b>Elbow Wrap</b>	<b>Pipe Wrap</b> <b>9" Floor Tile and Adhesive</b> <b>Light Fixture Heat Shield</b> <b>Ceramic Baseboard Adhesive</b> <b>Metal Panel Adhesive</b> <b>Residual Flooring Adhesive</b> <b>Fire Door Insulation</b> <b>Penetration Sealant</b>	
Assumed ACM:	<b>Vault/Cabinet Components, Electrical Components, Vinyl Stair Tread, Roofing Materials, HVAC Black Seam Tape, Spray-On Fire Proofing, Aircell Pipe Insulation, Dumbwaiter Doors</b>		
Laboratory:	Eurofins CEI, Inc. NVLAP: 101768-0		
Analysis Date:	July 18, 2024 (reported)	Point Count:	July 18, 2024 (reported)

The attached Asbestos Sample Material Log details additional sample analysis data.

**ASBESTOS CONTAINING MATERIAL SUMMARY:**

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
1 Pipe Fitting Insulation (2"-4")	B	Throughout	290 lf	Friable Good Condition On Fiberglass Insulation  An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	60 lf	
	1.5	Central Stairway	3 lf	
	2	Throughout	250 lf	
	3	Throughout	25 lf	
Vault/Safe Components	0.5,1, 2,3	Throughout	Not Quantified	Friable Good Condition (Assumed ACM)
2 Spray-On Fireproofing (gray)	B	Room 46	180 sf	Friable Good Condition On Concrete (Assumed ACM)
1 Pipe Fitting Insulation (4"-6")	B	Throughout	100 lf	Friable Good Condition On Fiberglass  An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	10 lf	
	2	Throughout	50 lf	
	3	Throughout	20 lf	

**ASBESTOS CONTAINING MATERIAL SUMMARY:**

Item 14.

**ACM** that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
Light Fixture Heat Shield (silver)	B	Throughout	9 sf (9 ea)	Friable Good Condition On Metal Light Fixtures
	0.5	Southeast Stairway	1 sf (1 ea)	
	1	South Office Toilet	1 sf (1 ea)	
	2	Central Restroom and Office 15 Toilet	2 sf (2 ea)	
	3	Stairs to 3 <sup>rd</sup> Floor	1 sf (1 ea)	
<sup>1</sup> Drain Fitting/Packing	B	South Mechanical Room and Room 36	30 lf	Friable Good Condition On Fiberglass Insulation
	1	Material Storage Room & North Closet	15 lf	
	2	West Cubicle Area, East Cubicle Area and Central Hallway	25 lf	An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	3	HVAC Room 73	6 lf	
Fire Door Insulation (white)	3	HVAC Room 73	20 sf (1 ea)	Friable Good Condition Wood Veneer
	3	Mechanical Room 74	20 sf (1 ea)	
<sup>3</sup> Aircell Pipe Insulation	3	HVAC Room 73	1 lf	Friable Good Condition On Metal
	3	Mechanical Room Office	38 lf	
Dumbwaiter Doors	B	Room 39	30 sf	Friable Good Condition Assumed ACM

<sup>1</sup> Pipe fitting insulation is believed to be present in additional areas that were inaccessible or unable to view due to HVAC ducts, pipe chases, within concrete blocks, or inaccessible due to other building components. The following rooms are believed to have additional fittings (not considered all inclusive): Storage Room 19, Storage Room 17, Men’s Room 14, Lobby (west), Northwest Stairway (under stairs), Central Landing (level 1.5, above ceiling), 2<sup>nd</sup> Floor Vault (above plaster ceiling), File Storage Area (above plaster ceiling), 2<sup>nd</sup> Floor Men’s Restroom (above plaster ceiling), 2<sup>nd</sup> Floor Ladies Changing (above plaster ceiling), 2<sup>nd</sup> Floor Ladies Restroom (above plaster ceiling), Room 46 (beneath floating floor), West Lobby (above ceiling), Level 1.5 Central Stairway (under stairs), Above Main Lobby’s 22’ Ceiling. Quantification: 1 lf = 1 fitting.

<sup>2</sup> Spray-on fireproofing was found within the former server room. It was primarily identified on the south and west walls as well as residually throughout the remaining ceiling. Loose spray-on fireproofing was identified on horizontal surfaces throughout the server room. No other accessible spray-on fireproofing was identified throughout the building. The demolition and abatement contractor should watch for additional fireproofing that may not have been accessible during the survey.

<sup>3</sup> Additional Aircell may be present in additional areas not accessed during our site visit.

**Non-Friable ACM** that \*may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 14.

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
12" Floor Tile (tan stone pattern)	B	Storage Room 16	275 sf	Cat I Non-Friable Good Condition On Concrete (non-acm adhesive)
9" Floor Tile (multiple patterns) and Adhesive (tan & black)	B	Throughout	2,900 sf	Cat I & II Non-Friable Good Condition On Concrete
	0.5	Vault and Custodial Closet	1,175 sf	
	1	North Closet (west lobby)	25 sf	
	2	Vault, File Storage and Custodial Closet	650 sf	
	3	Mechanical Room Office	240 sf	
Speaker Liner (black)	B	Throughout	7 sf (7 ea)	Cat II Non-Friable Good Condition On Metal
	1	Throughout	14 sf (14 ea)	
	2	Throughout	16 sf (16 ea)	
Drywall Adhesive (black)	B	Ladies Room 12	150 sf	Cat II Non-Friable Good Condition On Concrete Block
Ceramic Baseboard Adhesive (tan)	B	East Corridor	84 sf (168 lf)	Cat II Non-Friable Good Condition (on plaster)
12" Floor Tile and Adhesive (yellow/black)	B	Hallway B-4	260 sf	Cat I & II Non-Friable Good Condition On Concrete
	B	Room 39	475 sf	
1 Vinyl Stair Tread	B	Room 36 Stairway	20 sf	Cat I & II Non-Friable Good Condition On Concrete Assumed ACM
	B	Hallway B-6 Stairway	66 sf	
	B	Room 46	36 sf	
Metal Paneling Adhesive (tan) (walls and ceiling)	B	Room 38	400 sf	Cat II Non-Friable Good Condition On Drywall
Wall Covering Adhesive (black)	B	Room 36 (east wall)	48 sf	Cat II Non-Friable Good Condition On Metal
<sup>2</sup> Residual Flooring Adhesive (black)	1	Lobby (east)	120 sf	Cat II Non-Friable Good Condition On Concrete

**Non-Friable ACM** that \*may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 14.

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
HVAC Canvas Wrap Mastic (white)	1	Electrical Room	50 sf	Cat II Non-Friable Good Condition On Fiberglass
Elbow/Pipe Wrap (black)	3	HVAC Room 73	10 sf	Cat II Non-Friable Good Condition On Mineral Wool
Penetration Sealant (black/brown)	3	Mechanical Room Office	1 sf	Cat II Non-Friable Good Condition On Metal
<sup>3</sup> Roofing Materials	Ext	Roof	~20,000 sf	Cat I Non-Friable Good Condition Assumed ACM
	Ext	1 <sup>st</sup> Floor Soffits	40 sf	
<sup>4</sup> Joint Compound	All	Throughout	Not Quantified	Friable (Composite With Drywall = <1%)
<sup>5</sup> Wall Coating (black)	B	Throughout	Not Quantified	Cat II Non-Friable Good Condition On Concrete
<sup>6</sup> Styrofoam Adhesive	2	North Wall (offices 1-4)	172 sf	Cat II Non-Friable Good Condition On Concrete Block
Exterior Caulking (tan/black)	Ext	Penthouse	Not Quantified	Cat II Non-Friable Good Condition On Metal
Pipe Wrap (gray/black) (8-10" line)	B	Mechanical Room 19	6 lf	Cat II Non-Friable Good Condition On Fiberglass Insulation
	B	Air Handling Unit Room 71	20 lf	
	1	Main Area: South Closet	52 lf	
	1	Main Area: Above 22' Ceiling	Not Quantified	
HVAC Seam Tape (black)	B	Room 46	200 sf	Cat II Non-Friable Good Condition On Fiberglass Assume ACM
	B	Room 47	60 sf	

<sup>1</sup> Vinyl stair tread and adhesive are assumed ACM per previous sampling.

<sup>2</sup> 120 sf of residual flooring adhesive was identified beneath the carpet squares. It is unknown if additional black adhesive is present in additional areas.

<sup>3</sup> To maintain the integrity of the roof, no roofing material samples were collected. These materials should be assumed ACM and sampled if/when necessary.

<sup>4</sup> Joint compound was found to contain 1.8% chrysotile asbestos. It was then composited with the drywall and found to be <1% asbestos (allowable by EPA for demolition process). Abatement of the joint compound prior to demolition is not required under WDNR regulation. Due to the potential for occupational exposure to airborne asbestos fibers, abatement prior to any renovation is strongly recommended.

<sup>5</sup> Samples were taken in multiple areas throughout the basement, in which one sample came back positive for ACM. It is the recommendation of the inspector that either all black wall coating be assumed as ACM, or each room sampled (recommended 3 samples per room) to determine asbestos content. This material should also be assumed to be present on all exterior foundation walls. Item 14.

<sup>6</sup> Insulation adhesive was identified on concrete block behind the uninvent heaters in offices 1 through 4. Additional adhesive may be present in other areas that were not accessed during our site visit. Any additional black insulation adhesive should be assumed as ACM or sampled to prove otherwise.

**\*Any ACM allowed to remain in place during demolition must remain non-friable throughout the demolition process and would require proper landfill disposal. Abatement is recommended for any non-friable ACM that may become friable due to the demolition process. The Wisconsin Department of Natural Resources (WDNR) can be consulted with any specific questions regarding these issues.**

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner and/or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes.

The following materials were found to contain **1% or less asbestos (trace amount)**:

<b>** 1% or Less Asbestos (Trace)</b>	
Drywall/joint compound (composite)	<sup>1</sup> Vermiculite insulation

Please see the attached Asbestos Material Sample Log for additional sample information including materials that were found to contain no asbestos.

**\*\* Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by the Occupational Safety & Health Administration (OSHA). Protective equipment or a negative exposure assessment for personal exposure may be required.**

<sup>1</sup> Insulation material known as *vermiculite* was sampled and found to contain 1% or less asbestos in the analyzed portion. Asbestos within vermiculite is known to be a contaminant rather than an intended ingredient and therefore asbestos content within the material may vary greatly throughout the same insulated space. Because of this, microscopic analysis for the presence of asbestos in vermiculite may not be consistent. The Environmental Protection Agency (EPA) has stated that current analytical techniques may not be adequate to accurately determine the asbestos content in vermiculite.

Vermiculite found to contain 1% or less asbestos (with point count confirmation) may remain in place for mechanical demolition.

If the building is going to be renovated, the Wisconsin Department of Health Services (WI DHS) requires that vermiculite be presumed to be ACM, regardless of sample analysis, and that it be abated prior to any disturbance by renovation activity.

**The following areas were inaccessible or excluded** at the time of inspection and may contain additional quantities of suspect asbestos containing materials:

<b>Inaccessible/Excluded Areas</b>
Many areas were not accessible at the time of our assessment. Any additional suspect materials, if encountered, which differ from those tested should be assumed to contain asbestos and sampled if/when necessary.

**LEAD-BASED PAINT (LBP) TESTING SUMMARY:**

Item 14.

Testing Date:	July 8, 9, 23, 2024		
Contact:	Jeff Brand (Stantec) Phone: 920.883.8501		
Work Area:	Pre-Demolition		
<b>Materials Tested Pre-Demolition:</b>	Testing was limited to representative accessible cementitious surfaces (concrete, concrete block, brick, etc.) likely to be impacted by the planned demolition. Other areas or surfaces should be assumed to contain lead unless additional testing proves otherwise.		
<b>LBP for Demolition Items:</b>	<b>Lead-based paint (glazing) was identified in limited areas on ceramic wall tile (see attached table).</b>		
Comment:	For demolition and disposal, the State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm <sup>2</sup> by XRF.		
Inspector:	Dustin Gaede	Certification #:	LRA-238193
Lead Company:	DHS-925800	Expiration Date:	08/01/2025
Testing Equipment:	Heuresis PB 200i, Serial Number: 2311		

**LEAD-BASED PAINT (GLAZING) TEST RESULTS: (Positive Results Only)**

Testing for lead-based paint analyzes all layers of paint on a particular surface area simultaneously. The testing does not specifically identify which layer or color of paint contains lead. A positive testing location indicates that some layer of paint on that surface contains lead in paint equal to or in excess of 1.0 mg/cm<sup>2</sup>.

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm <sup>2</sup> )
Interior Room 013: Men's Restroom 15								
54	A	Wall	U Ctr		Intact	Tile	Green	11.4
55	B	Wall	U Ctr		Intact	Tile	Green	13.2
56	C	Wall	U Ctr		Intact	Tile	Green	14.6
57	D	Wall	U Ctr		Intact	Tile	Green	12.3
Interior Room 015: Women's Restroom 13								
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5
Interior Room 017: Men's Restroom 10								
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7
Interior Room 020: Ladies Restroom 8								
85	A	Wall	U Ctr		Intact	Tile	Pink	13
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6
87	C	Wall	U Ctr		Intact	Tile	Pink	12
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1
Interior Room 040: South Office Bathroom								
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7

Continued on following page

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm <sup>2</sup> )
Interior Room 047: Central Men's Restroom								
165	D	Baseboard	Ctr		Intact	Tile	Tan	12.8
167	C	Wall	U Ctr		Intact	Tile	Tan	13.2
Interior Room 048: Central Women's Restroom								
168	D	Baseboard	Ctr		Intact	Tile	Yellow	11.7
Interior Room 049: Central Women's Toilet								
169	A	Wall	U Ctr		Intact	Tile	Yellow	13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow	12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow	12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow	12.8

**Notes:**

- **Tile refers to ceramic tile.**
- Wall A is the south side of the building. Walls B/C/D are determined clockwise from wall A.
- All similar materials with the same paint history are to be categorized in the same manner. For example, if a window sill on side A is positive for LBP, then all similar window sills are assumed to contain lead-based paint unless specifically tested and proven otherwise.
- Additional areas of LBP are possible in inaccessible areas, areas hidden from view or materials/substrates contained behind or within other building materials.

**Please see attached "Lead-Based Paint XRF Testing Data" & site diagram for specific areas tested.**



**RESTRICTED WASTE ITEMS (RWI) SUMMARY:**

Item 14.

Assessment Date:	July 8, 9, 23, 2024		
Work Area:	Pre-Demolition		
Material Category:	Material types as listed in WDNR guidance document WA-651.		
<b>RWI for Demolition:</b>	<b>RWI were identified within the building (see attached table).</b>		
Inspector:	Dustin Gaede	Certification #:	N/A

**SURVEY LIMITATIONS:**

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional assumed ACM, LBP or RWI that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client’s request may require additional sampling prior to disturbance by renovation or demolition activity (see notes if applicable).

Areas that were inaccessible and not tested or inventoried during the investigation may have included: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings may have been assumed to be ACM (see applicable inspection notes).

Building materials or substrates that were exempt from sampling may have included metal, glass, wood, or fiberglass (exempt by WI DHS 159.04 (50)). Additional materials not accessible or not sampled during the survey may have include included items such as miscellaneous caulks, sealants and construction adhesives that were not readily accessible to sample (may be located between layers of building components); concrete, concrete block, brick, stone, foam insulation, and carpet. These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

**Additional suspect materials encountered during renovation or demolition activity that differs from materials sampled or described during this survey must be assumed to contain asbestos and be managed as ACM, abated or sampled to determine asbestos content prior to disturbance.**

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes. Material quantification was not performed for any sampled material found to be asbestos free or containing 1% or less asbestos.

**ANALYTICAL DISCUSSION:**

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method Bulk EPA 600. Samples showing a result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

EPA defines an ACM as a material that contains asbestos unless the asbestos concentration is found to be 1% or less asbestos by PLM. Materials confirmed by a point count result of 1% or less asbestos may be treated as a non-ACM. The building owner or client should be aware that exposure to asbestos is still possible when disturbing materials with 1% or less asbestos (trace amount) present and that OSHA worker protection procedures may be necessary.

## **REGULATORY RECOMMENDATIONS: (ASBESTOS)**

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA)

All friable ACM as well as non-friable ACM that would likely be made friable by intended demolition processes are required to be abated prior to disturbance.

Non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill (landfill requirements vary). Non-friable ACM typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and assumed ACM must be removed. Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by OSHA. Protective equipment or a negative exposure assessment for personal exposure may be required.

Abatement shall be performed by an abatement company utilizing trained and certified worker/supervisor and further licensed as an asbestos company by WI DHS, Asbestos Regulation 159.

Refer to WDNR 447; and WI DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal. Questions regarding asbestos abatement issues can be directed to the WDNR Asbestos Program Coordinator at (608) 266-7718. ***Important*** additional information on the proper management of asbestos, the demolition process, and other materials that need to be managed prior to demolition (light bulbs & ballasts, mercury & freon containing devices, etc.) can be found at:

- WI DHS <http://dhs.wisconsin.gov/asbestos/>
- WDNR <http://dnr.wi.gov/topic/Demo/Asbestos.html>
- WDNR <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
- OSHA <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1101>

## **REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT)**

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR) Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA); Housing and Urban Development (HUD)

The EPA and HUD defines LBP as equal to or greater than 1.0 mg/cm<sup>2</sup> measured by X-ray fluorescence (XRF) analysis, or 0.5% (5000 ppm) measured by weight through laboratory analysis. The State of Wisconsin has adopted the same definition of lead-based paint (primarily for residential HUD applications and for building demolition/disposal).

For worker exposure applications, lead in any quantifiable amount, and disturbance of the material creating dust and/or fumes and subsequent potential worker exposure would be regulated by the OSHA Lead in Construction Standard (29 CFR 1926.62).

Building materials coated with LBP that would likely be impacted or disturbed by intended renovation processes require special handling prior to or during disturbance (controlled work area, wet methods, hepa assisted tools or vacuums, avoiding prohibited methods – see OSHA or WI DHS regulations). If LBP is removed from the underlying substrate resulting in accumulated lead waste, additional work practices, disposal methods or testing of the waste by TCLP method may be required.

Our non-destructive testing by XRF has been performed in an attempt to screen for areas with quantifiable lead above regulatory limits on painted substrates. The reportable limit of detection is essentially 1.0 mg/cm<sup>2</sup> by XRF analysis and therefore paint chip analysis would be recommended for a more accurate determination of lead in paint below this level or to rule out lead in any quantifiable amount.

## REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT) continued:

Item 14.

The testing performed was limited in scope and does not constitute a full lead paint inspection. Testing for lead in paint was conducted to assist with planning in regard to lead-safe construction practices and/or disposal or recycling activities. A surface-by-surface visual assessment of painted components was conducted at the property to determine which surfaces to test. Renovation activity beyond the anticipated work scope specified at the time of our site visit may require additional testing prior to disturbance.

Inaccessible areas hidden from view or contained within or behind other building materials may contain additional areas of suspect LBP. Any additional surfaces not specifically identified should be assumed to contain LBP unless tested and proven otherwise.

The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm<sup>2</sup> lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no LBP.

Concrete, brick, or stone coated with LBP require disposal in a WDNR approved landfill and may require additional Toxicity Characteristic Leaching Procedure (TCLP) testing to further evaluate the waste. Concrete, brick, or stone that is not coated with LBP may be considered clean for recycling purposes **if other requirements are met**. Please refer to the WDNR Publication WA 605, Concrete Recycling and Disposal Fact Sheet. This publication contains **important** information on the recycling process along with who to contact at the WDNR for additional clarification, information, and approval; and can be found at:

- <https://apps.dnr.wi.gov/doclink/waext/WA605.pdf>

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s.NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, *What is defined as "clean fill" that does not have to be taken to a landfill?*, on the DNR website at:

- <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

## REGULATORY RECOMMENDATIONS: (RESTRICTED WASTE ITEMS)

Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA)

In preparation for the upcoming structure demolition, a restricted waste items inventory was completed within applicable areas of the buildings. The inventory provides an overview of materials likely to be categorized as restricted waste per the WDNR guidance document WA-651, and requirements for proper handling of these materials, including safe removal, recycling (if applicable) and/or proper disposal.

The restricted waste items inventory was limited to currently accessible materials and may have excluded certain personal or movable items that are expected to be salvaged or removed by the building owner. Typical areas that may be inaccessible during an investigation include but are not limited to: wall or ceiling cavities; locked or operable electrical panels, operating equipment interiors and spaces requiring confined space entry procedures. No material testing was performed, and certain presumptions may have been made due to absence of labeling. Quantities given are approximate as noted during the site survey. These quantities should be verified by a qualified remediation contractor prior to planning a specific response action.

**REMARKS:**

The survey and subsequent report have been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,  
NorthStar Environmental Testing, LLC.



Dave Barrett  
Operations Manager  
All-01397 / LRA-01397



Dustin Gaede  
Project Manager  
All-238193 / LRA-238193

# Stantec

**636 Wisconsin Avenue  
Sheboygan, WI 53081**

**July 8, 9, 23, 2024**

### ASBESTOS MATERIAL SAMPLE LOG

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI 53081	<b>Date Collected:</b>	July 8, 9, 23, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Inspector:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024 (reported)

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-1 Layer 1	B	Mechanical Room 19 (east wall)	Brick Mortar	Gray	None Detected
623-1 Layer 2	B	Mechanical Room 19 (east wall)	Brick Mortar	Red	None Detected
623-2	B	Mechanical Room 19	Fiberboard Ceiling	Gray, Brown, Black	None Detected
623-3 Layer 1	B	Mechanical Room 19	Pipe End Encapsulant	White	None Detected
623-3 Layer 2	B	Mechanical Room 19	Fiberglass Insulation	Yellow	None Detected
623-4 Layer 1	B	Mechanical Room 19	Wrap	Gray	None Detected
623-4 Layer 2	B	Mechanical Room 19	Pipe Fitting	4"-6" Gray	5% Chrysotile 5% Amosite
623-5	B	Mechanical Room 19 (ceiling)	Plaster Base Coat	Gray, White, Gold	None Detected
623-6 Layer 1	B	Mechanical Room 19	Pipe Wrap	8"-10" Gray/Black	2% Chrysotile
623-6 Layer 2	B	Mechanical Room 19	Insulation	Yellow	None Detected
623-7	B	Storage 18	HVAC Wrap (on fiberglass)	White, Black	None Detected
623-8 Layer 1	B	Storage 18	Wrap Adhesive	White	None Detected
623-8 Layer 2	B	Storage 18	Fiberglass Insulation	Yellow	None Detected
623-9	B	Storage 17	Drywall	White, Brown	None Detected
623-10	B	Storage 17	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-11	B	Hallway B-1 (north wall)	4" Vinyl Baseboard	Brown	None Detected
623-12	B	Hallway B-1 (north wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-13	B	Hallway B-1	Paneling Adhesive (on wood)	Brown	None Detected
623-14	B	Hallway B-1	Vibration Isolator (on metal)	White, Gray	None Detected
623-15	B	Storage 16	12" Floor Tile	Tan, Stone Pattern	2% Chrysotile

### ASBESTOS MATERIAL SAMPLE LOG

<b>Client:</b>	Stantec	<b>NorthStar No.:</b>	240-623
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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-16	B	Storage 16	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-17	B	Storage 16 (north wall)	4" Vinyl Baseboard	Clear	None Detected
623-18	B	Storage 16 (north wall)	Vinyl Baseboard Adhesive	Tan, Brown	None Detected
623-19	B	Room 24 (bottom layer)	9" Floor Tile (beneath carpet squares)	Brown w/ Tan Streaks	None Detected
623-20	B	Room 24 (bottom layer)	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-21	B	Room 24 (east wall)	4" Vinyl Baseboard	Black	None Detected
623-22	B	Room 24 (east wall)	Vinyl Baseboard Adhesive (on concrete)	Yellow	None Detected
623-23	B	Room 24	2'x4' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-24	B	Room 24 (north wall)	Window Pane Sealant (on metal)	Black	None Detected
623-25	B	Hall B-2 (south wall)	Drywall/Joint Compound Composite	White, Brown	None Detected
623-26	B	Hall B-2 (south wall)	4" Vinyl Baseboard	Brown	None Detected
623-27 Layer 1	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-27 Layer 2	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Brown	None Detected
623-28	B	Hall B-2 (south wall)	Door Caulk (on block)	White	None Detected
623-29	B	Hall B-2	Speaker Liner (on metal)	Black	5% Chrysotile
623-30	B	Men's Room 14	1'x1' Ceiling Tile	Grooved, White, Gray	None Detected
623-31	B	Men's Room 14	Light Fixture Heat Shield (on metal light fixture)	Silver, Gray	60% Chrysotile
623-32	B	Men's Toilet 15	Ceramic Floor Tile Grout	Gray	None Detected
623-33	B	Men's Toilet 15	Ceramic Floor Tile Mortar (on concrete)	Beige	None Detected
623-34	B	Men's Toilet 15	Ceramic Wall Tile Grout	White	None Detected

### ASBESTOS MATERIAL SAMPLE LOG

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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-35	B	Men's Toilet 15	Ceramic Wall Tile Mortar	Gray	None Detected
623-36	B	Men's Toilet 15 (ceiling)	Plaster Skim Coat	White	None Detected
623-37	B	Men's Toilet 15 (ceiling)	Plaster Base Coat	Gray	None Detected
623-38	B	Ladies Room 12	9" Floor Tile (partially under carpet)	Gray with white/blk Strk	None Detected
623-39	B	Ladies Room 12	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-40	B	Ladies Room 12	Drywall Adhesive (on block)	Brown	8% Chrysotile
623-41	B	Ladies Toilet 13 (ceiling)	Plaster Skim Coat	White	None Detected
623-42	B	Ladies Toilet 13 (ceiling)	Plaster Base Coat	Gray, Gold	None Detected
623-43	B	Room 6 Landing	Carpet Adhesive (on terrazzo)	Tan	None Detected
623-44	B	Room 6 Landing	Terrazzo Flooring (on concrete)	Tan, Brown	None Detected
623-45	B	Room 6 Landing (north wall)	Ceramic Baseboard Grout	White	None Detected
623-46	B	Room 6 Landing (north wall)	Ceramic Baseboard Adhesive (on block)	Brown	None Detected
623-47	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Red	None Detected
623-48	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Brown	None Detected
623-49	B	Room 6	9" Floor Tile	Brown, Tan	5% Chrysotile
623-50	B	Room 6	Floor Tile Adhesive (on concrete)	Black	2% Chrysotile
623-51	B	Room 6 (west wall)	Plaster Skim Coat	Cream, White	None Detected
623-52	B	Room 6 (west wall)	Plaster Base Coat	Gray	None Detected
623-53	B	Room 6 (east wall)	4" Ceramic Wall Tile Adhesive	Tan	None Detected
623-54	B	Room 6	2'x2' Ceiling Tile	Pinhole Crater	None Detected



### ASBESTOS MATERIAL SAMPLE LOG

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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-55	B	Room 6 (east wall)	Wall Repair Caulk (on block)	Gray	None Detected
623-56	B	Landing/Hall to Bathrooms 7-10	Door Caulk (south wall)	White, Gray	None Detected
623-57 Layer 1	B	East Corridor	Flooring Adhesive (on concrete)	Tan	None Detected
623-57 Layer 2	B	East Corridor	Flooring Adhesive (on concrete)	Brown	None Detected
623-58	B	East Corridor (west wall)	Ceramic Baseboard Adhesive (on plaster)	Tan	2% Chrysotile
623-59	B	East Corridor (west wall)	Ceramic Baseboard Grout	White	None Detected
623-60	B	East Corridor (east wall)	Plaster Skim Coat	Cream, White	None Detected
623-61	B	East Corridor (east wall)	Plaster Base Coat	Gray	None Detected
623-62	B	East Corridor (south wall)	Brick Mortar	White, Off- White	None Detected
623-63	B	East Corridor	HVAC Seam Tape (on fiberglass)	Brown, Silver	None Detected
623-64	B	East Corridor	HVAC Seam Sealant (on fiberglass)	White	None Detected
623-65	B	East Corridor	Light Fixture Texture	White	None Detected
623-66	B	East Corridor	Light Fixture Plaster Skim Coat	White	None Detected
623-67	B	East Corridor	Light Fixture Plaster Base Coat	Gray	None Detected
623-68	B	South Mechanical Room (top layer)	Vinyl Sheet Flooring	Gray Pebble Pattern	None Detected
623-69	B	South Mechanical Room (bottom layer)	Vinyl Sheet Flooring (on concrete)	Tan Pebble Pattern	None Detected
623-70	B	South Mechanical Room (south wall)	Vermiculite Insulation	Gold, Tan	Tremolite <1% Point Count: <0.25%
623-71	B	South Mechanical Room	Drain Fitting/Packing	Gray	20% Chrysotile
623-72	B	South Mechanical Room	Drain Fitting/Packing Canvas Wrap	Beige	None Detected
623-73	B	South Mechanical Room	HVAC Canvas Wrap (on fiberglass)	Beige, Silver	None Detected
623-74	B	South Mechanical Room	Vibration Isolator (on metal)	Brown	None Detected

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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-75	B	Northeast Sump Pump Room (west wall)	Concrete Sealant (on concrete)	Black	None Detected
623-76	B	Hallway B-3	9" Floor Tile	Tan, Mottled	8% Chrysotile
623-77	B	Hallway B-3	Floor Tile Adhesive (on concrete)	Black	3% Chrysotile
623-78	B	Hallway B-4	12" Floor Tile	Beige, Tan	None Detected
623-79	B	Hallway B-4	Floor Tile Adhesive (on concrete)	Yellow, Black	2% Chrysotile
623-80	B	Room 39	Fire Penetration Sealant (on concrete)	Red	None Detected
623-81	B	Room 39	1'x1' Ceiling Tile Adhesive (on concrete)	Brown	None Detected
623-82	B	Room 38 (north wall)	Metal Paneling Adhesive (on drywall)	Tan	5% Chrysotile
623-83	B	Room 36 (north wall)	Wall Covering Adhesive (on block)	Tan	None Detected
623-84	B	Room 36 (east wall)	Wall Covering Adhesive (on concrete)	Black	2% Chrysotile
623-85	B	Hall B-5	1'x1' Ceiling Tile	Pinhole Crater	None Detected
623-86	B	Hall B-5	Ceiling Tile Adhesive (on metal)	Brown	None Detected
623-87	B	Room 24 (north wall)	4" Vinyl Baseboard	Gray	None Detected
623-88	B	Room 24 (north wall)	Vinyl Baseboard Adhesive (on paneling)	Tan	None Detected
623-89	B	Room 24	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-90	B	Room 48	12" Floor Tile	Beige, Mottled	None Detected
623-91	B	Room 48	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-92	0.5	Vault Landing	Carpet Adhesive (on concrete)	Tan/Brown	None Detected
623-93	0.5	Vault Landing	4" Vinyl Baseboard	Gray	None Detected
623-94	0.5	Vault Landing	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected

### ASBESTOS MATERIAL SAMPLE LOG

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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-95	0.5	Vault Landing	2'x2' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-96	0.5	Vault Landing	Decorative Brick Mortar (on brick)	Gray	None Detected
623-97	0.5	Vault Landing	Perlite Potting Mix (in planter boxes)	White	None Detected
623-98	0.5	Vault Landing (north wall)	Drywall/Joint Compound Composite	White	Chrysotile <1% Point Count: 0.18%
623-99	0.5	Southeast Stairway	Terrazzo Flooring (on concrete)	Gray	None Detected
623-100	0.5	Southeast Stairway (east wall)	Plaster Skim Coat	White, Off-White	None Detected
623-101	0.5	Southeast Stairway (east wall)	Plaster Base Coat	Gray	None Detected
623-102	1	East Vestibule	Ceramic Floor Tile Grout	Gray	None Detected
623-103	1	East Vestibule	Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-104	1	East Vestibule (east wall)	Door Caulk (on metal/brick)	Gray	None Detected
623-105	1	East Lobby	Residual Flooring Adhesive (on concrete)	Black	2% Chrysotile
623-106	1	East Lobby (east wall cavity)	Exterior Brick Backer Board	Tan	None Detected
623-107 Layer 1	1	East Lobby	Pipe End Encapsulant	White	None Detected
623-107 Layer 2	1	East Lobby	Fiberglass Insulation	Yellow	None Detected
623-108	1	Teller Area (north wall)	Window Pane Sealant (on metal/glass)	Black	None Detected
623-109	1	Teller Area (east wall)	Window Caulk (on metal/drywall)	Gray	None Detected
623-110 Layer 1	1	Teller Supply Room	Adhesive	Tan	None Detected
623-110 Layer 2	1	Teller Supply Room	Floor Leveling Compound (on concrete)	Gray	None Detected
623-111	1	Teller Supply Room (west wall)	Drywall/Joint Compound Composite	White	None Detected
623-112	1	Teller Safe Area (east wall)	4" Vinyl Baseboard (type 2)	Gray	None Detected

### ASBESTOS MATERIAL SAMPLE LOG

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<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-113	1	Teller Safe Area (east wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-114	1	Central Men's Restroom	2" Ceramic Floor Tile Grout	Beige	None Detected
623-115 Layer 1	1	Central Men's Restroom	2" Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-115 Layer 2	1	Central Men's Restroom	Cementitious Material	Gray	None Detected
623-116	1	Central Men's Restroom	Ceramic Wall Tile Grout	White	None Detected
623-117	1	Central Men's Restroom	Ceramic Wall Tile Mortar (on drywall)	Gray	None Detected
623-118	1	Central Men's Restroom	2'x4' Ceiling Tile	Sheet Rock	None Detected
623-119	1	North Storage Room (west wall)	Vermiculite Insulation	Gold/Silver	Tremolite <1%
623-120	1	North Storage Room (east wall)	Door Caulk (on concrete block)	Light Gray	None Detected
623-121	1	Material Storage Room	Vinyl Column Covering (on concrete)	Wood Pattern	None Detected
623-122	1	Central Stairway (ceiling)	Plaster Skim Coat	White	None Detected
623-123	1	Central Stairway (ceiling)	Plaster Base Coat	Gray	None Detected
623-124 Layer 1	1	West Lobby (south wall)	Quartz Ledge	Beige	None Detected
623-124 Layer 2	1	West Lobby (south wall)	Non-Fibrous Material	White	None Detected
623-125	1	Southwest Vestibule (ceiling)	Plaster Skim Coat	White	None Detected
623-126	1	Southwest Vestibule (ceiling)	Plaster Base Coat	Gray	None Detected
623-127	1	Electrical Room (north wall)	Drywall/Joint Compound Composite	White	None Detected
623-128 Layer 1	1	Electrical Room	HVAC Canvas Wrap Mastic	White	3% Chrysotile
623-128 Layer 2	1	Electrical Room	HVAC Canvas Wrap	White, Silver	None Detected
623-128 Layer 3	1	Electrical Room	Fiberglass Insulation	Yellow	None Detected
623-129	1	Board Room	2'x2' Recessed Ceiling Tile (type 2)	Rough Texture	None Detected

### ASBESTOS MATERIAL SAMPLE LOG

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI	<b>Date Collected:</b>	July 8-9, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-130	1	Board Room	HVAC Duct Sealant (on metal)	Gray	None Detected
623-131 Layer 1	1.5	Central Landing	Flooring Adhesive	Tan, Yellow	None Detected
623-131 Layer 2	1.5	Central Landing	Floor Leveling Compound (on concrete)	White	None Detected
623-132	1.5	Central Stairway (north wall)	Plaster Skim Coat	White, Tan	None Detected
623-133	1.5	Central Stairway (north wall)	Plaster Base Coat	Gray	None Detected
623-134	2	West Cubicle Area (east wall)	Plaster Base Coat (above drop ceiling)	Gray	None Detected
623-135	2	Office 5	Carpet Adhesive (on concrete)	Green, Tan	None Detected
623-136	2	Office 5 (east wall)	4" Vinyl Baseboard	Beige	None Detected
623-137	2	Office 5 (east wall)	Vinyl Baseboard Adhesive (on drywall/paneling)	Tan	None Detected
623-138	2	Office 5 (east wall)	Drywall/Joint Compound Composite	White, Tan	None Detected
623-139	2	Office 7	2'x2' Recessed Ceiling Tile (type 2)	Rough, White	None Detected
623-140	2	Vault	9" Floor Tile	Green, White	None Detected
623-141	2	Vault	Floor Tile Adhesive (on concrete)	Tan, Black	2% Chrysotile
623-142	2	Vault (ceiling)	Plaster Skim Coat	White	None Detected
623-143	2	Vault (ceiling)	Plaster Base Coat	Gray	None Detected
623-144	2	East Cubicle Area	2'x2' Recessed Ceiling Tile (type 3)	Rough, White	None Detected
623-145	2	East Cubicle Area	Flooring Adhesive (on concrete)	Tan, Black	None Detected
623-146	2	East Cubicle Area (northeast wall)	Window Ledge Caulk (on quartz)	Beige	None Detected
623-147	3	Stairs to 3 <sup>rd</sup> Floor (south wall)	Plaster Skim Coat	White	None Detected
623-148	3	Stairs to 3 <sup>rd</sup> Floor (south wall)	Plaster Base Coat	Gray	None Detected
623-149 Layer 1	3	HVAC Room 73	HVAC Hard Corner	Gray, Black	None Detected

### ASBESTOS MATERIAL SAMPLE LOG

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI	<b>Date Collected:</b>	July 8-9, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-149 Layer 2	3	HVAC Room 73	Fiberglass Insulation	Yellow	None Detected
623-150	3	HVAC Room 73 (south wall)	Fire Door Insulation (wood door)	White	7% Amosite 3% Chrysotile
623-151	3	HVAC Room 73	Elbow Wrap	Black	2% Chrysotile
623-152	Ext	2 <sup>nd</sup> Floor Roof (north wall)	Textured Paint (on metal)	Tan	None Detected
623-153	Ext	2 <sup>nd</sup> Floor Roof (east wall)	Textured Paint (on metal)	Tan	None Detected
623-154	Ext	2 <sup>nd</sup> Floor Roof (west wall)	Textured Paint (on metal)	Tan	None Detected
623-155	Ext	North Side	Brick Mortar	Gray	None Detected
623-156	Ext	North Side	Window/Door Caulk (on metal/brick)	Light Gray	None Detected
623-157 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-157 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-158	Ext	North Side	Door Caulk (on metal/brick)	Tan	None Detected
623-159 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-159 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-160 Layer 1	Ext	East Side	Stucco Soffit Skim Coat	Tan	None Detected
623-160 Layer 2	Ext	East Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-161	Ext	East Side	Gypsum Stucco Backer	White	None Detected
623-162	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-163	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-164	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-165	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-166	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected



### ASBESTOS MATERIAL SAMPLE LOG

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI	<b>Date Collected:</b>	July 8-9, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Technician:</b>	Dustin Gaede
<b>Laboratory:</b>	Eurofins CEI, Inc.	<b>Date Analyzed:</b>	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-167	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-168	Ext	South Side	Stone Seam Caulk	Tan	None Detected
623-169	3	Mechanical Room Office (west wall)	Penetration Sealant	Black, Brown	3% Chrysotile
623-170	B	Sump Pump Room	Wall Coating (on concrete)	Black	None Detected
623-171	B	Room 36 (east wall)	Wall Coating (on concrete)	Black	2% Chrysotile
623-172	B	Room 36 (south wall)	Wall Coating (on concrete)	Black	None Detected
623-173	B	Room 46 (north wall)	Wall Coating (on concrete)	Black	None Detected
623-174	B	South Mechanical Room	Wall Coating (on concrete)	Black	None Detected
623-175	B	Room 46	Raised Floor Pillar Adhesive (on concrete)	Black	None Detected
623-176	1	Storage Room	Pillar Skim Coat (on concrete)	White	None Detected
623-177	2	Office 4	Foam Insulation Adhesive (on concrete block)	Black	2% Chrysotile
623-178	2	East Office Area	Ceiling Insulation Adhesive	Brown	None Detected
623-179	2	Above Drop Ceiling	Plaster (on wire mesh)	Gray	None Detected
623-180	Ext	Roof: Penthouse	Caulk (on metal)	Tan/Black	5% Chrysotile

# Stantec

**636 Wisconsin Avenue  
Sheboygan, WI 53081**

**July 8, 9, 23, 2024**





**LEAD PAINT XRF TESTING DATA**

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI 53081	<b>Site Date:</b>	July 8-23, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Inspector:</b>	Dustin Gaede

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Pre-Calibration								
1								1.2
2								1.1
3								1.1
4								0.1
Interior Room 001: Mechanical Room 19								
5	A	Wall	U Ctr		Intact	Concrete	White	0
6	B	Wall	U Ctr		Intact	Concrete	White	0
7	C	Wall	U Ctr		Intact	Brick	White	0.3
8	D	Wall	U Ctr		Intact	Brick	White	0
9	C	Ceiling			Intact	Concrete	White	0.1
10	A	Floor			Intact	Concrete	Gray	0
11	D	Column	Ctr	U column	Intact	Concrete	White	0.1
Interior Room 002: Storage Room 18								
12	D	Column	Ctr	U column	Intact	Concrete	Tan	0
13	B	Ceiling			Intact	Concrete	Tan	0.2
14	B	Wall	U Ctr		Intact	Brick	Tan	0.2
15	C	Wall	U Rgt		Intact	Brick	Tan	0.1
16	C	Wall	U Lft		Intact	Con Block	Tan	0
17	D	Wall	U Ctr		Intact	Con Block	Tan	0
18	D	Floor			Intact	Concrete	Gray	0.3
Interior Room 003: Storage Room 20								
19	A	Wall	U Ctr		Intact	Con Block	Tan	0.3
20	B	Wall	U Ctr		Intact	Brick	Tan	0
21	C	Wall	U Ctr		Intact	Brick	Tan	0.4
22	D	Wall	U Ctr		Intact	Brick	Tan	0
23	D	Ceiling			Intact	Concrete	Tan	0.1
Interior Room 004: Storage Room 17								
24	A	Wall	U Ctr		Intact	Concrete	Tan	0
25	B	Wall	U Ctr		Intact	Concrete	Tan	0
26	B	Floor			Intact	Concrete	Gray	0.2
Interior Room 005: Hallway B-1								
27	B	Floor			Intact	Concrete	Gray	0.3
28	C	Wall	U Rgt		Intact	Con Block	Tan	0.1
29	C	Ceiling			Intact	Concrete	Tan	0
Interior Room 006: Storage Room 16								
30	A	Ceiling			Intact	Concrete	Tan	0.1
31	A	Wall	U Ctr		Intact	Concrete	Tan	0.1

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 14.
Interior Room 007: Air Handling Unit Room 71									
32	A	Wall	U Ctr		Intact	Concrete	Tan	0.4	
33	C	Wall	U Ctr		Intact	Con Block	Tan	0.2	
34	D	Wall	U Ctr		Intact	Con Block	Tan	0.1	
35	D	Ceiling			Intact	Concrete	Tan	0.3	
36	D	Floor			Intact	Concrete	Tan	0.3	
Interior Room 008: Room 24									
37	A	Wall	U Ctr		Intact	Con Block	White	0.1	
38	B	Wall	U Ctr		Intact	Con Block	White	0.2	
39	B	Column	Ctr	U column	Intact	Concrete	White	0.2	
Interior Room 009: Hallway B-7									
40	A	Wall	U Ctr		Intact	Brick	Tan	0.2	
41	C	Wall	U Ctr		Intact	Concrete	Tan	0	
42	C	Floor			Intact	Concrete	Gray	0	
Interior Room 010: Hallway B-6									
43	A	Wall	U Ctr		Intact	Concrete	Tan	0.2	
44	B	Wall	U Ctr		Intact	Concrete	Tan	0	
45	C	Wall	U Ctr		Intact	Con Block	Tan	0.1	
46	D	Wall	U Ctr		Intact	Concrete	Tan	0.1	
Interior Room 011: Hallway B-2									
47	C	Wall	U Rgt		Intact	Con Block	White	0.4	
48	A	Wall	U Lft		Intact	Con Block	White	0.2	
Interior Room 012: Men's Room 14									
49	A	Wall	U Ctr		Intact	Con Block	White	0	
50	B	Wall	U Ctr		Intact	Con Block	White	0	
51	C	Wall	U Ctr		Intact	Con Block	White	0.1	
52	D	Wall	U Ctr		Intact	Con Block	White	0.3	
53	A	Closet	Rgt	Wall	Intact	Con Block	Tan	0.3	
Interior Room 013: Men's Restroom 15									
54	A	Wall	U Ctr		Intact	Tile	Green	11.4	
55	B	Wall	U Ctr		Intact	Tile	Green	13.2	
56	C	Wall	U Ctr		Intact	Tile	Green	14.6	
57	D	Wall	U Ctr		Intact	Tile	Green	12.3	
58	A	Floor			Intact	Tile	Tan	0.1	
Interior Room 014: Women's Room 12									
59	A	Wall	U Lft		Intact	Con Block	White	0.1	
60	A	Wall	U Rgt		Intact	Con Block	Tan	0.4	
61	B	Wall	U Rgt		Intact	Con Block	Tan	0	
62	D	Wall	U Lft		Intact	Con Block	Tan	0.2	
Interior Room 015: Women's Restroom 13									
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9	
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1	
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6	
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5	
67	D	Floor			Intact	Tile	Gray	0.2	
Interior Room 016: Room 6 Landing									
68	A	Wall	U Ctr		Intact	Con Block	White	0	
69	B	Wall	U Lft		Intact	Con Block	White	0.3	
70	C	Wall	U Ctr		Intact	Con Block	White	0.2	
71	D	Wall	U Ctr		Intact	Con Block	White	0.1	
72	C	Baseboard	Ctr		Intact	Tile	Brown	0.3	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 14.
Interior Room 017: Men's Restroom 10									
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4	
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4	
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3	
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7	
77	D	Floor			Intact	Tile	Tan	0.3	
Interior Room 018: Custodial Closet 9									
78	A	Wall	U Ctr		Intact	Con Block	White	0	
79	B	Wall	U Ctr		Intact	Con Block	White	0.2	
80	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 019: Ladies Room 7									
81	A	Wall	U Ctr		Intact	Con Block	White	0.1	
82	B	Wall	U Ctr		Intact	Con Block	White	0	
83	C	Wall	U Ctr		Intact	Con Block	White	0.1	
84	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 020: Ladies Restroom 8									
85	A	Wall	U Ctr		Intact	Tile	Pink	13	
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6	
87	C	Wall	U Ctr		Intact	Tile	Pink	12	
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1	
89	D	Floor			Intact	Tile	Gray	0	
Interior Room 021: Hallway Adjacent Rooms 7-10									
90	A	Wall	U Ctr		Intact	Con Block	White	0.2	
91	B	Wall	U Ctr		Intact	Con Block	White	0	
92	C	Wall	U Ctr		Intact	Con Block	White	0	
93	D	Wall	U Lft		Intact	Con Block	White	0	
Interior Room 022: Coat Room									
94	A	Wall	U Ctr		Intact	Con Block	White	0.1	
95	B	Wall	U Ctr		Intact	Con Block	White	0.4	
96	C	Wall	U Ctr		Intact	Con Block	White	0	
97	D	Wall	U Ctr		Intact	Con Block	White	0.4	
98	C	Column	Ctr	U column	Intact	Concrete	White	0.4	
Interior Room 023: Room 6									
99	A	Wall	U Lft		Intact	Concrete	White	0	
100	C	Wall	U Lft		Intact	Concrete	White	0.2	
101	B	Wall	U Ctr		Intact	Tile	White	0	
102	A	Wall	L Lft		Intact	Tile	White	0.1	
103	D	Wall	L Ctr		Intact	Tile	White	0	
Interior Room 024: Room 26									
104	A	Wall	U Ctr		Intact	Con Block	White	0	
105	A	Column	Ctr	U column	Intact	Concrete	White	0.2	
Interior Room 025: South Mechanical Room									
106	C	Wall	U Ctr		Intact	Con Block	White	0.5	
Interior Room 026: East Corridor									
107	B	Wall	U Ctr		Intact	Concrete	White	0.3	
Interior Room 027: Mechanical Room 31									
108	A	Floor			Intact	Concrete	Gray	0.3	
Interior Room 028: Hallway B-3									
109	B	Wall	U Ctr		Intact	Con Block	White	0.2	
110	D	Wall	U Ctr		Intact	Con Block	White	0.2	
Interior Room 029: Hall B-4									
111	A	Wall	U Ctr		Intact	Con Block	White	0.1	
112	C	Wall	U Ctr		Intact	Concrete	White	0.2	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 14.
Interior Room 030: Room 39									
113	A	Wall	U Ctr		Intact	Con Block	White	0.1	
114	B	Wall	U Ctr		Intact	Con Block	White	0.1	
115	C	Wall	U Ctr		Intact	Con Block	White	0.2	
116	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 031: Stairway 36									
117	A	Wall	U Ctr		Intact	Con Block	White	0	
118	C	Wall	U Ctr		Intact	Con Block	White	0	
119	D	Wall	U Ctr		Intact	Con Block	White	0.2	
Interior Room 032 Room 36									
120	B	Wall	U Ctr		Intact	Con Block	White	0.2	
121	C	Wall	U Ctr		Intact	Con Block	White	0	
122	D	Wall	U Lft		Intact	Concrete	Green	0.1	
Interior Room 033: Hallway B-5									
123	A	Wall	U Ctr		Intact	Con Block	Green	0	
124	D	Wall	U Ctr		Intact	Con Block	Green	0.1	
125	C	Wall	U Ctr		Intact	Concrete	Green	0.2	
Interior Room 034: Room 2									
126	B	Wall	U Ctr		Intact	Concrete	Green	0	
127	D	Wall	U Ctr		Intact	Concrete	Green	0.1	
128	D	Floor			Intact	Concrete	Gray	0	
Interior Room 035 Hall B-8									
129	B	Wall	U Ctr		Intact	Con Block	White	0.2	
130	D	Wall	U Ctr		Intact	Con Block	White	0	
Interior Room 036: Room 46									
131	C	Ceiling			Intact	Concrete	White	0	
Interior Room 037: Room 48									
132	A	Wall	U Ctr		Intact	Concrete	White	0.2	
133	B	Wall	U Ctr		Intact	Concrete	White	0.1	
134	C	Wall	U Ctr		Intact	Concrete	White	0	
135	D	Wall	U Ctr		Intact	Concrete	White	0.1	
Interior Room 038: Level 0.5 Vault									
136	A	Wall	U Ctr		Intact	Concrete	Tan	0	
137	B	Wall	U Ctr		Intact	Concrete	Tan	0.3	
138	C	Wall	U Ctr		Intact	Concrete	Tan	0.1	
139	A	Wall	U Ctr		Intact	Con Block	Tan	0	
140	D	Ceiling			Intact	Concrete	Tan	0.3	
Interior Room 039: Level 0.5 Custodial Closet									
141	A	Wall	U Ctr		Intact	Con Block	Tan	0.2	
142	B	Wall	U Ctr		Intact	Con Block	Tan	0	
143	C	Wall	U Rgt		Intact	Con Block	Tan	0.1	
144	D	Wall	U Ctr		Intact	Con Block	Tan	0	
145	D	Ceiling			Intact	Concrete	Tan	0.1	
Interior Room 040: South Office Bathroom									
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9	
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6	
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7	
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7	
150	D	Floor			Intact	Tile	Brown	0.1	
Interior Room 041: Central Men's Restroom									
151	A	Floor			Intact	Tile	Gray	0.2	
152	B	Baseboard	Ctr		Intact	Tile	White	0	

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/d	Item 14.
Interior Room 042: Central Women's Restroom									
153	C	Baseboard	Ctr		Intact	Tile	White		0
154	C	Floor			Intact	Tile	Gray		0.1
Interior Room 043: North Storage Room									
155	A	Wall	U Ctr		Intact	Con Block	White		0
156	C	Wall	U Ctr		Intact	Con Block	White		0.1
157	C	Ceiling			Intact	Concrete	White		0
Interior Room 044: Electrical Room									
158	B	Ceiling			Intact	Concrete	White		0.3
159	B	Wall	U Ctr		Intact	Con Block	White		0.3
160	B	Wall	L Ctr		Intact	Concrete	White		0.3
Interior Room 045: Level 2 Vault									
161	A	Wall	U Ctr		Intact	Concrete	White		0.2
162	B	Wall	U Ctr		Intact	Concrete	White		0.3
Interior Room 046: File Storage Room									
163	C	Wall	U Ctr		Intact	Concrete	White		0.3
164	D	Wall	U Ctr		Intact	Concrete	White		0.1
Interior Room 047: Central Men's Restroom									
165	D	Baseboard	Ctr		Intact	Tile	Tan		12.8
166	A	Floor			Intact	Tile	Tan		0.1
167	C	Wall	U Ctr		Intact	Tile	Tan		13.2
Interior Room 048: Central Women's Restroom									
168	D	Baseboard	Ctr		Intact	Tile	Yellow		11.7
Interior Room 049: Central Women's Toilet									
169	A	Wall	U Ctr		Intact	Tile	Yellow		13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow		12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow		12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow		12.8
173	D	Floor			Intact	Tile	Gray		0.2
Interior Room 050: Mechanical Room Office									
174	A	Wall	U Ctr		Intact	Con Block	White		0.3
175	B	Wall	U Lft		Intact	Con Block	White		0.1
176	C	Wall	U Ctr		Intact	Con Block	White		0.1
177	D	Wall	U Ctr		Intact	Con Block	White		0.2
Pre-Calibration									
178									1.1
179									1.2
180									1.2
181									0.2

**Abbreviations:** U = Upper L = Lower Rgt = Right Lft = Left Ctr = Center Bsmt = Basement

**Note:**

**- Tile refers to ceramic tile on walls**

- Wall A is the south side of the building. Walls B/C/D are determined clockwise from wall A.
- The State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm<sup>2</sup> by XRF. Paint chip analysis would be recommended for determination of lead in paint below this level or to rule out lead in any quantifiable amount (for OSHA related information).
- Readings with a negative value (i.e. -0.1) are equivalent to 0.0.
- The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm<sup>2</sup> lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no lead-based paint.

# Stantec

**636 Wisconsin Avenue  
Sheboygan, WI 53081**

**July 8, 9, 23, 2024**

**RESTRICTED WASTE ITEMS INVENTORY**

<b>Client:</b>	Stantec	<b>NorthStar No.</b>	240-623
<b>Location:</b>	636 Wisconsin Avenue Sheboygan, WI 53081	<b>Site Date:</b>	July 8-23, 2024
<b>Work Area:</b>	Pre-Demolition	<b>Inspector:</b>	Dustin Gaede

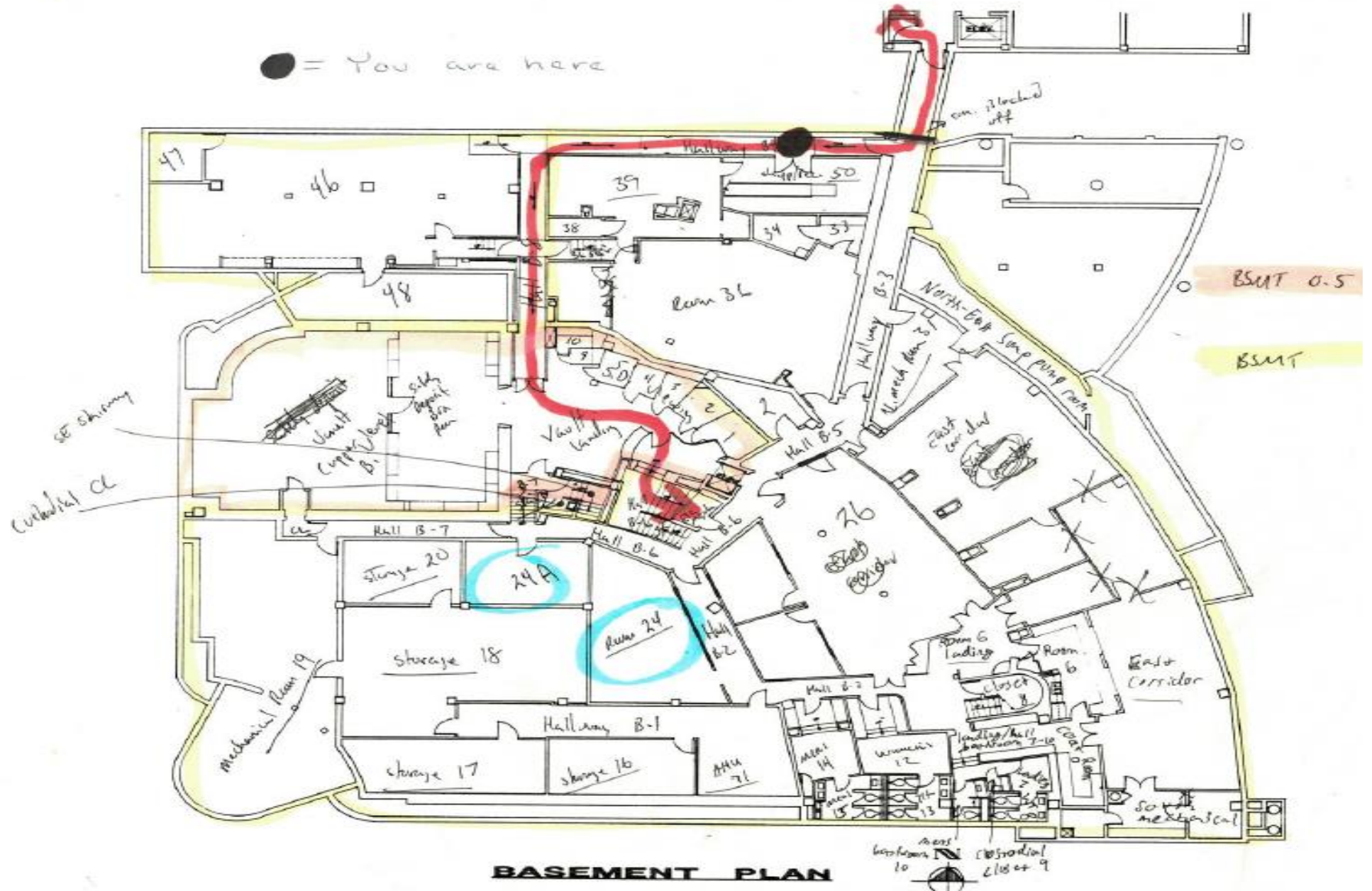
Material Description	Quantity	Units	Comments
Refrigerants	16	Each	a/c, freezer/fridge. dehumidifier, roof HVAC, bubbler
Fire Extinguishers	30	Each	
Batteries	80	Each	
Mercury Thermostats	21	Each	
Florescent Bulbs	1,950	Each	
Exit Signs	21	Each	
Emergency Lighting	31	Each	
Compact Florescent Bulbs	45	Each	
Ballasts	720	Each	
Electrical Panels/Components	121	Each	
Door Closers	62	Each	
Appliances	32	Each	
Electronic Equipment	75	Each	
Chemical Containers	70	Each	
Miscellaneous Tanks	6	Each	
Mounted Heaters	4	Each	
Transformers	2	Each	
Pressure Gages	20	Each	
Paint Cans	5	Each	
Mercury Thermometers	11	Each	

The above list may not be all inclusive and makes assumptions due to the lack of or inaccessible labeling. No material testing was performed.



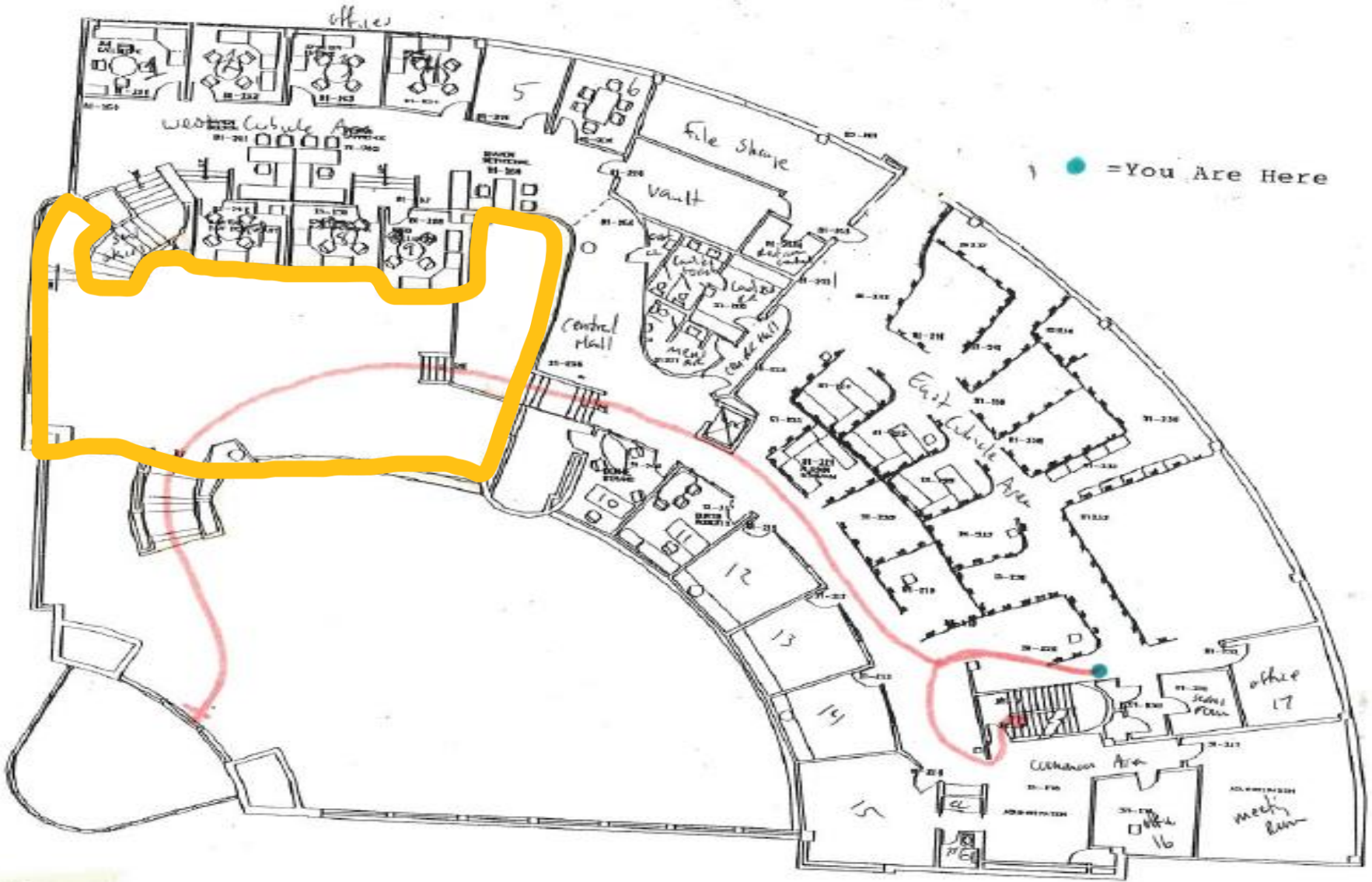
# Appendix D

# SITE DIAGRAM





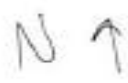


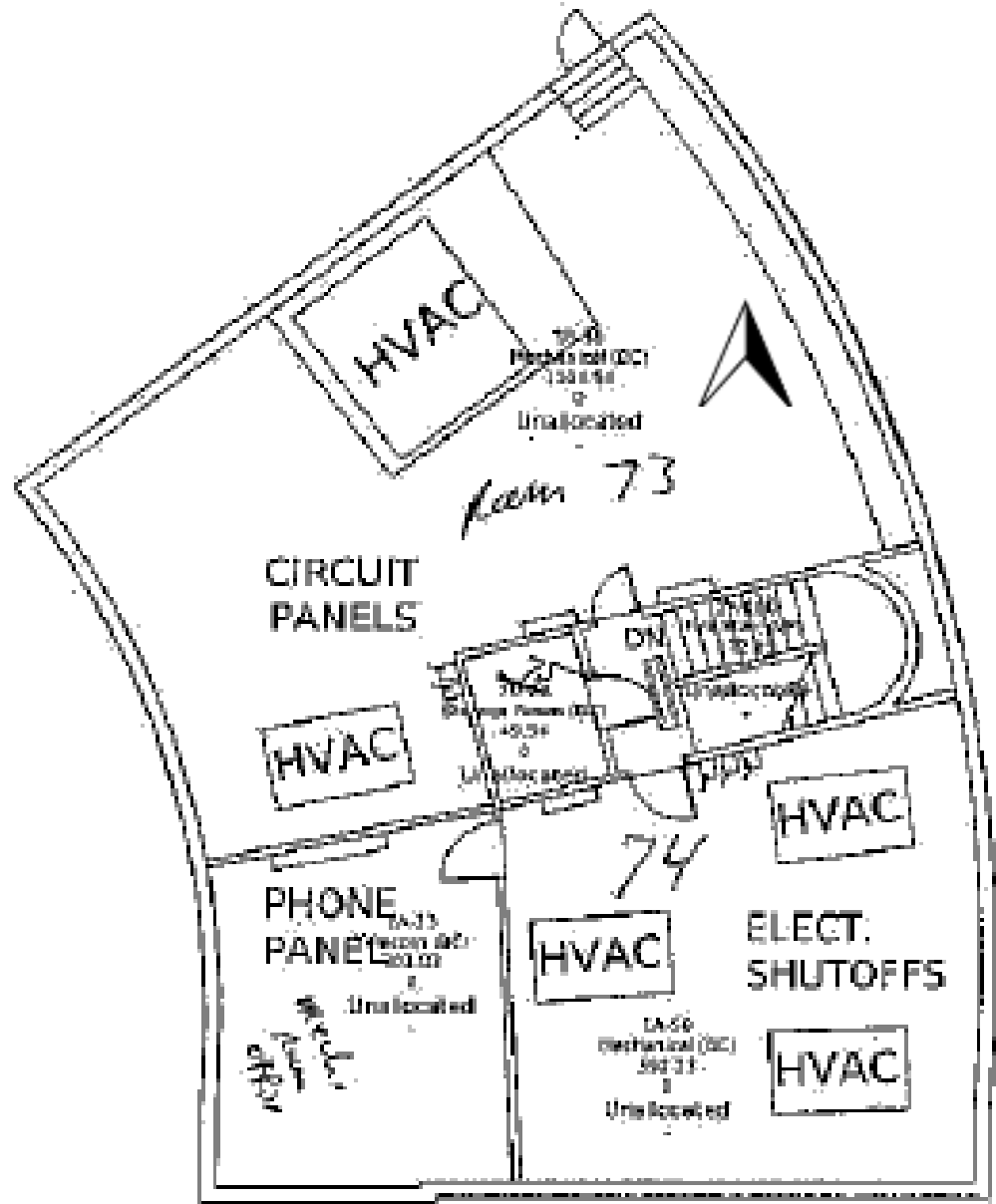


Level 1.5

SECOND FLOOR MAIN BUILDING - 1

TEMPORARY MOVE PLAN - 8/12/2003







# Appendix E

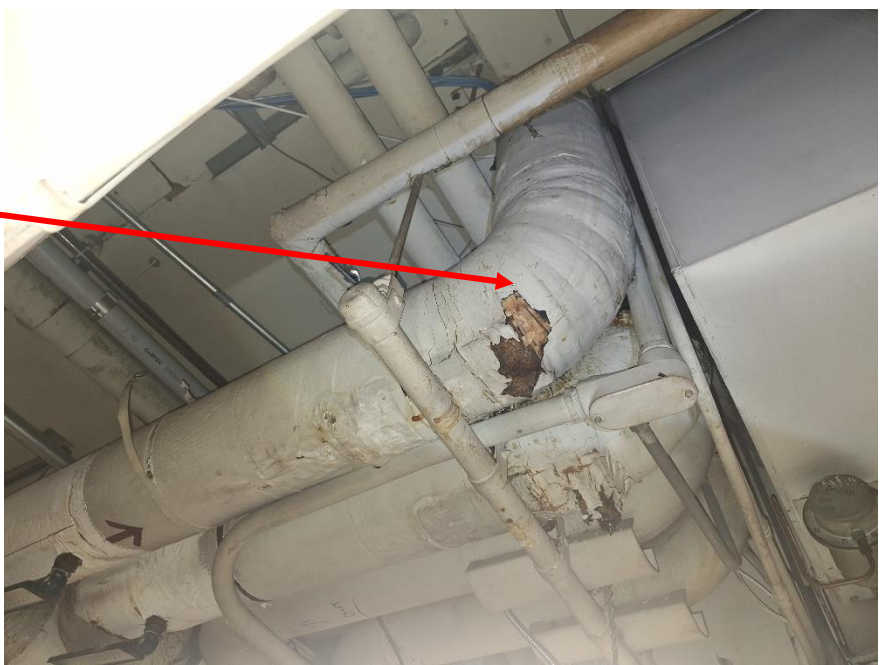
# SITE PHOTOS

**Photo No. 1**

**Area: Mechanical Room 19**

**Item: Pipe Wrap (8-10" line)**  
**(gray/black)**

**Sample #: 623-6**



**Photo No. 2**

**Area: Hallway B-2**

**Item: Speaker Liner (black)**

**Sample #: 623-29**



**Photo No. 3**

**Area: Men's Room 14**

**Item: Light Fixture Heat Shield (silver)**

**Sample #: 623-31**



**Photo No. 4**

**Area: Ladies Room 12**

**Item: Drywall Adhesive (black)**

**Sample #: 623-40**





**Photo No. 5**

**Area: East Lobby**

**Item: Residual Flooring Adhesive (black)**

**Sample #: 623-105**



**Photo No. 6**

**Area: Electrical Room**

**Item: HVAC Canvas Wrap Mastic (white)**

**Sample #: 623-128**



**Photo No. 7**

**Area: HVAC Room 73**

**Item: Fire Door Insulation  
(white, under wood  
veneer)**

**Sample #: 623-150**



**Photo No. 8**

**Area: HVAC Room 73**

**Item: Elbow/Pipe Wrap  
(black)**

**Sample #: 623-151**





Photo No. 9

Area: Room 46

Item: Floating Floor  
Support Adhesive  
(black/gray)

Assumed ACM per  
previous inspections.



Photo No. 10

Area: Room 36

Item: Wall Covering  
Adhesive (black)

Sample #: 623-84





**Photo No. 11**

**Area: Mechanical Room  
Office**

**Item: Penetration Sealant  
(black/brown)**

**Sample #: 623-169**



Item 14.

**Photo No. 12**

**Area: Exterior – East Soffit**

**Item: Roofing Sealant  
(assumed acm)**

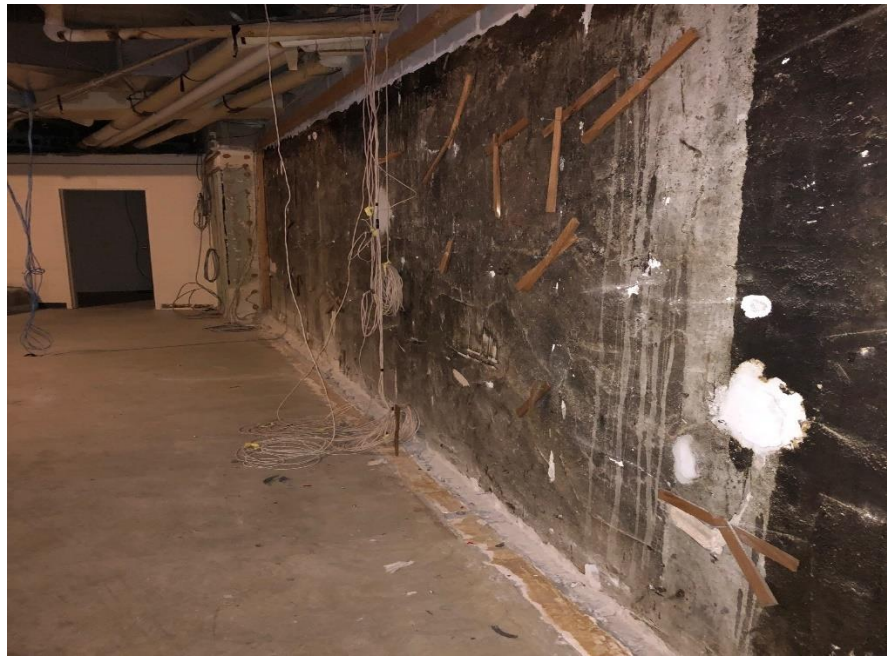


Photo No. 13

Area: Room 36

Item: Wall Coating (black)

Sample #: 623-171



Item 14.

Photo No. 14

Area: 2<sup>nd</sup> Floor – Office 4

Item: Foam Insulation Adhesive (black)





**Photo No. 15**

**Area: Exterior – Penthouse**

**Item: Exterior Caulking  
(tan/black)**

**Sample #: 623-180**



Item 14.

**Photo No. 16**

**Area: Room 46**

**Item: Spray-On  
Fireproofing on top of  
duct work.**



Photo No. 17

Area: Room 39

Item: Dumbwaiter Doors



Item 14.

**NORTHSTAR ENVIRONMENTAL TESTING LLC**  
 1006 WESTERN AVE, MOSINEE, WI 54455-1530 | (715) 693-6112

is a

**Certified Asbestos Company**  
**DHS ID 925800**

under Wisconsin Admin. Code ch. DHS 159.

Issued Date: May 30, 2023  
 Expiration Date: August 1, 2025

**COPY**



*Miriam Hasan*  
 Miriam Hasan  
 Supervisor, Lead & Asbestos Certification Unit

Wisconsin Department of Health Services  
 1 W Wilson Street  
 Madison, WI 53701  
 608-261-6876 | dhasbestoslead@dhs.wisconsin.gov

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WA-651 (Revised 2013)

# PLANNING YOUR DEMOLITION OR RENOVATION PROJECT:

A Guide to Hazard Evaluation, Recycling and Waste Disposal

(Formerly called Pre-Demolition Environmental Checklist)

**INFORMATION ON IDENTIFYING, HANDLING AND PROPERLY DISPOSING OF HAZARDOUS MATERIALS**

## PLANNING YOUR PROJECT

**1** ✓ Conduct a walk-through of the project building(s) and grounds to **identify items that contain harmful materials** and other site-related concerns.

**2** ✓ **Identify and quantify harmful materials at your job site** with specialized inspectors or contractors, if necessary

**3** ✓ **Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.**

**4** ✓ **Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.**

**5** ✓ **Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.**

**B**efore beginning any demolition or renovation project, it is important to know about harmful materials that may be present on your project site.

This guide walks contractors and building owners through the steps to identify harmful materials commonly found at project sites and to handle and dispose of them safely. It also offers proper ways to manage recyclable and reusable materials and other wastes that are common in demolition and renovation projects.

The Resources section on the last page has links to websites with more information.

**Note:** This document is not intended as a substitute for reading the rules, regulations, and statues related to handling demolition and renovation debris. It is simply a guide to assist you in determining how they apply to your demolition or renovation project.

**COMMON HARMFUL MATERIALS**

**B**uildings can contain a number of harmful materials that may expose workers and the public to serious health risks and pollute the air, land and water if handled or disposed of in an unsafe way. Five of these harmful materials are common on project sites and need special care in identification and handling:

- ▶ **Asbestos**
- ▶ **CFCs (chlorofluorocarbons) and halons**
- ▶ **Lead**
- ▶ **Mercury**
- ▶ **PCBs (polychlorinated biphenyls)**

Wisconsin Department of Natural Resources Waste & Materials Management Program 1

# FIVE STEPS TO A SUCCESSFUL DEMOLITION OR RENOVATION PROJECT

## 1 STEP 1. Conduct a walk-through of the project building(s) and grounds to identify items that contain harmful materials and other site-related concerns.

Identifying hazardous materials before starting work on a project site protects worker health and safety, building occupants, and the financial viability of the project. Doing this up front can help you choose the appropriate inspectors, consultants and contractors and avoid costly change orders or project delays.

Before you begin any demolition or renovation project, thoroughly inspect and inventory the project site for the following items:

- **Appliances:** Appliances may contain CFCs, mercury or PCBs. Appliances that contain CFCs or PCBs must be processed by an appliance de-manufacturer registered with the DNR.
- **Building materials and fixtures that may contain asbestos:** All layers of materials, behind walls, ceiling spaces, etc., should be inspected and sampled unless they are assumed to contain asbestos. The following building components may contain asbestos, but this list is by no means all-inclusive:
  - **Caulking:** Used around windows, doors, corrugated roofing and other places where two materials are joined. PCBs have also been found in caulking materials. Schools and industrial buildings constructed or renovated between 1950 and 1979 are suspected to contain PCB-containing caulk.
  - **Ceilings:** Including acoustical tiles and adhesives, and the materials listed under "Interior and exterior walls" below. All ceiling layers and any spaces above the ceiling where drop ceilings are present should be checked. Insulation debris may also be lying on top of ceiling tiles.
  - **Electrical systems:** Insulators; spark arrestors and transite panels in electrical boxes; wiring insulation; ducts/conduits (transite pipe); and light fixtures.
  - **Flooring:** All sizes of vinyl floor tile, sheet flooring, and linoleum, and felt paper used under hardwood floors.
  - **HVAC systems:** Duct, pipe, and joint insulation because elbows/joints are often coated with asbestos; fiberglass insulation on the straight runs; forced air dampers; wall, floor and chimney penetrations; lining and mortar; fire brick; fire-proofing materials such as transite sheets or heavy paper; boiler insulation; flexible fabric connectors; packing/gaskets and adhesives; paper backing; mastic/adhesives (floor tile, carpet, etc.); and grout and felt paper under hardwood floors.
- **Insulation in ceilings and walls:** Blown-in, spray-applied, and block.
- **Interior and exterior walls:** Wall plaster; joint compound; patches; transite wallboard and siding; fire doors; window putty/glazing/caulking; mortar; asphalt shingles/siding; felt under siding, stucco, textured paint, and other spray-applied materials. Paint containing asbestos is rare except in commercial applications, where it was usually applied as a very thick, often silver-colored coating or added to textured paints.
- **Miscellaneous:** Appliances with a heating element, especially older models; fire curtains and blankets; laboratory tabletops; fume hood linings; blackboards; and fire-resistant clothing like gloves, hoods, aprons, etc.
- **Plumbing:** Pipe wrap, pipe joints, transite counter tops in bathrooms, faucets, packing gaskets, and adhesives.
- **Roofing:** Asphalt shingles; tar-type coatings which are often around vents, chimneys, etc.; transite shingles; roofing felts that are often under a layer of other material; flashings; and mag-block type material found under other material. Check all roof areas and roofing layers.
- **Lighting fixtures/ballasts and bulbs/lamps:** Switches for lighting may use mercury relays. Look for any control associated with exterior or automated lighting systems, such as "silent" wall switches. Several types of light bulbs or lamps contain mercury and must be properly legitimately recycled or disposed of as hazardous waste. These include:
  - **Fluorescent lights:** Even the newer lamps with green-colored ends contain mercury.
  - **High intensity discharge:** metal halide, high pressure sodium, mercury vapor.
  - **Neon**
- **Meters and switches:** Mercury may be found in thermometers, barometers, thermostats, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of vacuum, pressure, fluid level, temperature, or flow rate could contain mercury. These devices are

most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquids (water). In addition, mercury containing devices are also common in certain agricultural operations such as dairy, and may be present in older model consumer appliances and residential properties, especially larger multi-unit properties.

- **Oil:** Used oil in containers or tanks, hydraulic oils in machinery, electrical transformers and capacitors, and elevator shafts. These oils may contain PCBs and may need to be tested to determine if the oil can be recycled or must be properly disposed of.
- **Paint:** Residential and industrial paints may contain lead, solvents or asbestos. Some industrial paints may contain PCBs.

In addition to the items listed above, be aware of these other site-related concerns:

- **Abandoned wells:** Unused and improperly abandoned wells are a significant threat to groundwater quality. If not properly filled, abandoned wells can directly channel contaminated surface water into the groundwater. State law requires that all wells and drill holes be properly filled prior to any demolition or construction work on the property.
- **Batteries (non-lead-containing):** Batteries may be found in smoke detectors, emergency lighting systems, elevator control panels, exit signs, security systems and alarms. Batteries should be separated from other wastes and taken to a recycling facility or a business that accepts batteries for recycling.
- **Computers and other electronics:** Most electronics are banned from Wisconsin landfills and must be recycled. These can contain hazardous materials such as lead, cadmium, chromium, and mercury and, if not recycled, may be regulated as hazardous waste.
- **Exit signs:** Many self-luminous exit signs contain tritium, a radioactive material. All self-luminous exit signs must have a permanent label that identifies it as containing radioactive material. The label will also include the name of the manufacturer, the product model number, the serial number, and the quantity of tritium contained. It is illegal to abandon or dispose of these signs except by sending them to the manufacturer or to others licensed by the U.S. Nuclear Regulatory Commission.

## ► HAZARDOUS AND UNIVERSAL WASTES

Some wastes, such as used or unused solvents, sanitizers, paint wastes, chemical wastes, pharmaceuticals, gas cylinders, aerosol cans and pesticides, may be hazardous waste and regulated by the EPA and DNR. Hazardous wastes must be removed from a project site prior to demolition or renovation and be disposed of according to specific rules. Read the DNR publication "Is Your Waste Hazardous?" (WA-1152) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf> to determine if a waste is hazardous. See *Handling and Disposal Choices* on page 7 for information on how to dispose of hazardous wastes on a project site.

Universal wastes are hazardous wastes that can be collected and transported with fewer regulations. Universal wastes include hazardous waste batteries, certain pesticides, mercury thermostats and other mercury-containing equipment and some lamps (light bulbs). In Wisconsin, antifreeze can also be managed as a universal waste if it is recycled. See chapter NR 673 of Wisconsin Administrative Code for more details on recycling and reusing universal waste.

- **Painted concrete:** Walls and foundations often contain painted concrete. With prior DNR approval, contractors can grind the concrete and use it on-site or nearby under a new building or road.
- **Smoke detectors:** The smoke detectors that contain a small amount of radioactive material will be labeled and should be returned to the manufacturer for disposal. Otherwise, smoke detectors may go in the trash.
- **Soil contamination:** A qualified environmental consultant can conduct environmental property assessments including identification of contaminated soil.
- **Spills:** In Wisconsin, all spills of hazardous substances that negatively affect or threaten to negatively affect public health, welfare or the



## ► REUSE AND RECYCLING OF MATERIALS

Many materials, fixtures and components can be donated or sold for reuse or recycled prior to demolition. As you inventory the project site for harmful materials, take note of materials that can be reused or recycled and remove them from the project site before demolition work begins.

- The Wisconsin Business Materials Exchange is a web service that facilitates the reuse of surplus or unwanted items or materials among businesses, institutions, and organizations. You can use this tool to post items that are available and request an item you may need.
- Consider holding an auction as a way to reuse building materials, fixtures and components once all the harmful materials have been removed.
- Clean brick, building stone, concrete and asphalt can be stockpiled for crushing and reusing in future building projects.
- Clean, untreated wood can be recycled or chipped for mulch or ground cover.
- Many items such as appliances, electronics, paper and cardboard, glass containers and vehicle items are banned from Wisconsin landfills and must be recycled. For a complete list of these items, go to [dnr.wi.gov](http://dnr.wi.gov) and search "what to recycle."
- The online Wisconsin Recycling Markets Directory contains a list of self-identifying businesses accepting recyclable materials. Make sure your chosen recycler meets local, state and federal regulatory requirements.
- Demolition debris may be taken to a construction and demolition recycling facility if all harmful materials, including all types of asbestos, are removed prior to demolition or renovation.

## ► OPEN BURNING

It is illegal to burn painted, treated or unclean wood, asphalt, plastics of any kind, oily substances, tires and other rubber products, garbage, recyclables, wet rubbish, and other materials. Demolition materials that cannot be burned include: roofing materials, all kinds of flooring materials, insulation, plywood and other composition board, electrical wiring, cabinetry and countertops, and plastic plumbing.

Burning of clean, unpainted and untreated wood is allowed with a DNR burning permit using DNR-approved methods. When burning this type of wood from demolition waste, you must separate out all of the illegal materials, including painted or treated wood, before any burning occurs. The DNR encourages chipping clean, untreated wood for mulch or ground cover.

If you do decide to burn clean, unpainted and untreated wood, it is your responsibility to know what restrictions apply in the area where you are burning. Remember, you must also follow local burning ordinances that may be more restrictive than state law. Contact your local fire department, town chairperson, or local municipal official for more information on local burning rules.

It is illegal to burn unwanted buildings in Wisconsin. The only exception is for a fire department training exercise. For more information on how to prepare a building for a fire department training exercise, contact the DNR asbestos program coordinator at (608) 266-3658.

environment *must* be immediately reported to the DNR via the Spills Hotline, 800-934-0003.

- **Tanks:** Chemical tanks (underground and aboveground) and septic tanks should be assessed, emptied and decommissioned.
- **Tires:** Tires should be reused or recycled. Your local landfill may collect them for recycling or you can check WisconsinRecyclingDirectory.com and search for “motor vehicle items” and then “tires.”

---

## 2 STEP 2. Identify and quantify harmful materials at your job site with specialized inspectors or contractors, if necessary

---

Asbestos and lead have specific requirements from the Department of Natural Resources and the Department of Health Services for their identification and testing on a project site. See the sections on asbestos and lead in this step for those requirements.

You can identify other harmful materials on a project site, such as CFCs and halons, mercury, and PCBs, by doing an inventory of the building systems and fixtures for the items listed here and in Step 1. You may need some testing to confirm the presence of these materials. The DNR recommends hiring an inspector or consultant who has sufficient experience identifying these materials and can collect samples, if necessary, that will help in identification.

If you have a large or complex project, it may make sense to hire a consultant to oversee the coordination of all waste identification and disposal activities.

### ► Asbestos

**Health risks:** Asbestos is a known human carcinogen that can cause serious health problems when disturbed and inhaled. Historically, asbestos was commonly used in industrial, commercial, and residential structures. Asbestos is still used today but to a lesser extent.

**Location and/or materials:** Asbestos is used in more than 3,000 building materials. Asbestos is commonly found in HVAC systems, electrical systems, interior and exterior walls, roofing materials, ceilings, plumbing, and flooring insulation. It is also found in appliances with a heating element, fire curtains and blankets, laboratory tabletops, fume hood lining, blackboards and fire resistant clothing. Refer to Step 1 for a detailed list of building materials and locations that may contain asbestos.

**Identification and testing:** The Department of Health Services requires licensed inspectors to identify asbestos. Inspectors can assume asbestos to be present, or they can identify it through testing. The DNR requires an asbestos inspection for certain projects and recommends it for others.

### Required projects:

- Two or more contiguous single family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

### Recommended projects:

- Single family homes
- Multi-family housing with 2–4 units

Inspection must be completed and asbestos materials must be removed before beginning any demolition or renovation activities.

### ► CFCs (chlorofluorocarbons) and halons

**Health risks:** CFCs and halons damage the earth’s protective ozone layer high in the atmosphere, allowing greater exposure to the sun’s dangerous ultraviolet rays. Some of the harmful effects of increased UV exposure include increased risk of skin cancer, eye cataracts, immune system deficiencies, and crop damage.

**Location and/or materials:** CFCs can be found in refrigerants in rooftop, room and central air conditioners, refrigerators, freezers, and chillers, dehumidifiers, heat pumps, water fountains and drinking coolers, walk-in coolers (refrigeration or cold storage areas), vending machines and food display cases. Halons are found in fire extinguishers and other fire control equipment.

### ► Lead

**Health risks:** Inhaling or swallowing lead dust can cause serious health effects, including kidney disease, neuropathy, infertility, heart and cardiovascular disease, stroke, memory problems, and Alzheimer’s disease.

**Location and/or materials:** Lead plumbing and lead-based paint are commonly found in many older buildings. Lead may be found in paint on woodwork and metal equipment, leaded glass, lead window-sash weights, lead flashing molds, roof vents, lead pipes and solder. Lead is found in both indoor and outdoor applications. Lead is also found in lead-acid batteries associated with older lighting, exit signs, and security systems.

**Identification and testing:** The Department of Health Services requires licensed inspectors and risk assessors to identify lead paint. When building surfaces or components are being renovated in any residential and child-occupied buildings built before 1978 (such as private homes, rental units, day care centers, and schools), lead paint must be assumed to be present or identified through testing.

Lead paint sampling is recommended on commercial and industrial projects. The US discontinued manufacturing lead paint for residential use by 1978, but lead is still used in specialty paints in commercial and industrial applications. Most buildings have multiple layers of paint, and all layers should be considered.

### ► Mercury

**Health risks:** Liquid mercury evaporates slowly at room temperature and gives off harmful vapors that are invisible and odorless. Breathing these vapors causes the most harm to people, but mercury can also be harmful when it comes in contact with broken skin or when it is swallowed. Women and children are most at risk from mercury poisoning, which can cause brain and nerve damage, resulting in impaired coordination, blurred vision, tremors, irritability and memory loss. Mercury poisoning also causes birth defects.

**Location and/or materials:** Mercury may be found in thermometers, barometers, thermostats, dental offices, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of pressure, fluid level, temperature, or flow rate could contain mercury. These devices are most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquid (water). In addition, mercury containing devices are common in certain agricultural operations such as dairy, and may be present in older model consumer appliances, vehicle light switches and residential properties, especially larger multi-unit

properties. Dental offices use mercury-containing amalgam that may be found in sink drain traps. Mercury can also be found as part of older wastewater treatment plant trickling filters.

### ► PCBs (polychlorinated biphenyls)

**Health risks:** PCBs may cause cancer in humans and can disrupt hormone and nervous system function. PCBs are persistent in the environment and stay in animals' and humans' systems. PCBs are a source of contamination in fish and have caused fish consumption advisories for humans.

**Location and/or materials:** PCBs can be found in electrical oils (e.g. transformers and capacitors in appliances) electronic equipment, heat transfer equipment, hydraulic fluids, light ballasts, industrial paints, specialty paints (e.g. swimming pools) and caulking materials. Sumps, oil traps and concrete flooring in facilities that used or manufactured PCBs may be contaminated with PCBs as well. Electrical devices manufactured prior to 1978 should be assumed to contain PCBs.

**Identification and testing:** You may be able to determine PCB concentrations in electrical equipment oil using identification labels, documents from the manufacturer indicating the PCB concentration at the time of manufacture, or service records showing the PCB concentration measured when the equipment was serviced. If a manufactured date and PCB content label are not found on a transformer or capacitor, the oil should be tested to determine the PCB content prior to dismantling and disposal. Oil-filled electrical equipment labeled "No PCBs" may still contain PCBs, but at a concentration lower than what the EPA regulates. The oils in this equipment should still be tested to see if they contain PCBs and then handled appropriately.

Testing of specialty paint, epoxies and caulks in buildings built or renovated between 1950 and 1979 is recommended. High levels of PCBs are being found in these materials across the country. Once testing is complete, boldly label all surfaces and items that were found to contain PCBs so they are handled appropriately during renovation or demolition.



# 3 STEP 3. Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.

Notification to the DNR is required for all demolition projects meeting any of these categories:

- Two or more contiguous single-family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

DNR notification is also required for renovation projects meeting any of these criteria, if asbestos removal is involved.

**For demolition projects**

All demolition projects meeting the previously listed criteria require DNR notification 10 working days before the project work begins.

**For renovation projects involving asbestos**

All renovation projects meeting the previously listed criteria that involve asbestos require DNR notification 10 working days before the project begins.

**Note:** While plans to demolish or renovate a single-family home do NOT require DNR notification, it is recommended you take the precautionary steps outlined in this publication.

## ▶ HANDLING AND DISPOSAL CHOICES

You have a few options for handling and disposing of lead, mercury, PCBs and other wastes from your project site that qualify as hazardous waste. Identifying these options prior to beginning the project can help you schedule transportation and disposal and maintain the overall project schedule.

•**Hire a waste management contractor** to pick up and dispose of hazardous wastes. This takes the guess work out of handling these types of wastes. Contractors have properly trained personnel that will determine appropriate packaging, shipping and vehicle licensing and have established relationships with disposal facilities.

Other choices provide you with reduced regulation and may change depending on the amount of hazardous waste generated in a month. As a contractor, you may manage hazardous wastes you generate at temporary job sites only according to the following options. For more details on these options, see the DNR publication "Pilot Project for Management of Contractor Generated Hazardous Waste" (WA-654) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.

- Hire a licensed hazardous waste transporter** to transport the hazardous waste to a licensed or permitted hazardous waste treatment, storage and disposal facility. In this case, you must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code.
- Leave containerized hazardous waste for the site owner to properly manage.** In this case, the site owner must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code. If you choose this option, be sure to include this in your contract with the site owner.
- Transport the containerized hazardous waste yourself** directly from the temporary job site to a Household and Very Small Quantity Generator (VSQG) Hazardous Waste Collection Facility. This includes county or municipal Clean Sweep locations. If the total quantity of hazardous waste generated by your company in one month is less than 220 lbs. (about half of a 55-gallon drum), you would be a VSQG and your hazardous waste may be taken to a Clean Sweep location for handling and disposal. Contact your local Clean Sweep coordinator for information on possible fees, accepted materials, and other details.
- Transport the containerized hazardous waste yourself to your central business location.** This option is currently available under a pilot project. Waste handled in this manner is subject to the pilot project conditions. See the publication referenced above for more information.

## STEP 4. Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.

Hiring the right consultant, contractor or transporter is important to ensure safe handling practices and disposal options. This section will help you determine who to hire. Links to lists of licensed consultants, contractors and transporters are on the last page under Resources.

### ► Asbestos

**Handling practices:** Asbestos professionals trained and certified by DHS are required to perform asbestos removal in most multi-unit residential and all commercial, industrial, manufacturing and government buildings. Most types of asbestos-containing materials must be removed from the building prior to demolition or renovation.

**Disposal:** The asbestos removal contractor is responsible for disposing of the asbestos materials at a licensed landfill approved to accept asbestos waste. Not all landfills accept asbestos materials, so contractors should call the landfill to find out what materials are accepted and the hours of operation.

In some situations, non-friable asbestos materials (materials that are resistant to crushing), such as floor tile and roofing, may remain in place during the demolition activities. When this is done, the debris must be taken to a municipal or construction and demolition landfill. Debris containing non-friable asbestos materials may not be taken to a construction and demolition recycling facility.

### ► CFCs (chlorofluorocarbons) and halons

**Handling practices:** Keep units that contain refrigerants in place for a certified transporter to remove them. Moving them may cause an accidental release of refrigerants. Certified transporters include waste haulers, community recycling programs, and appliance salvage businesses. State law requires that anyone transporting salvaged refrigeration units must certify to the DNR that they will transport items in a way that prevents refrigerant releases. Technicians who remove refrigerants from units must be registered with the DNR and use approved equipment.

Check both portable and installed fire suppression systems for labels indicating halons. Trained technicians are also needed to remove halons. Contact local fire suppression equipment companies or the Halon Recovery Corporation for more information. Do not discharge halon fire extinguishers; intentionally releasing these substances is prohibited under federal regulations.

**Disposal:** Once the refrigerants are recovered, the unit may be taken to a metal scrap recycling facility. If you send halon-containing equipment offsite for disposal, it must be sent to a manufacturer, fire equipment dealer or recycler operating in accordance with National Fire Protection Association standards.

### ► Lead

**Handling practices:** DHS-certified lead-safe contractors are required for any renovations, repairs, painting or other paint-disturbing services on or in the regulated buildings that contain lead paint. These contractors must use lead-safe practices at these properties.

State law prohibits the sale or transfer of any fixture or other object that contains lead-bearing paint if children would have ready access to the fixture or object in its new location.

**Disposal:** Dispose of in a landfill any painted wood or building components that contain lead paint. Do not burn or chip wood that contains lead paint or use it for landscaping.

Lead paint waste, such as lead paint chips or lead paint removed from commercial or industrial buildings, must be tested to determine if it is a hazardous waste for disposal purposes.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

### ► Mercury

**Handling practices:** You may collect intact mercury-containing devices and bring them back to your primary business location or bring them directly to an off-site mercury recovery facility. Do not remove mercury ampoules or free liquids from the device. Store devices in a covered plastic container to prevent them from breaking. Label the container to assist proper handling and disposal.

If any mercury is spilled or released during handling, report the spill immediately by calling the DNR 24-hour Spills Hotline: (800) 934-0003. Mercury spreads quickly, and even a small spill can cause big cleanup costs in a short period of time.

**Disposal:** Trained professionals and specific equipment are needed for safe removal of mercury from ampoules and devices. Mercury must be transported by a licensed hazardous waste transporter to a mercury facility to be recycled or reclaimed.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► **PCBs (polychlorinated biphenyls)**

**Handling practices:** The EPA recommends that caulk containing PCBs be removed during planned renovations and repairs (when replacing windows, doors, roofs, ventilation, etc.). It is important to ensure that PCBs are not released into the air during renovation or repair of affected buildings.

Oils with PCB content greater than 50 ppm are prohibited from being mixed with other materials to reduce the PCB content.

**Disposal:** PCBs must be transported either by your company, a licensed hazardous waste transporter or a full-service contractor. PCBs and PCB-containing wastes must be taken to a licensed disposal facility or directly to a licensed incineration facility. Arrangements for accepting PCBs must be made with these facilities ahead of time.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► **DEMOLITION AND RENOVATION WASTE**

Disposal options for demolition and renovation wastes depend on the type of waste and, in some cases, the amount generated. Solid wastes such as trash, painted wood, and fiberglass insulation can be disposed of at solid waste transfer stations and landfills, including construction and demolition landfills.

If demolition wastes are going to a construction and demolition landfill, all non-building components, such as books, furniture and trash must be removed before you begin demolition (note that most of these non-building components can be reused or recycled). Non-building components may stay in the building if the demolition waste is going to a municipal solid waste landfill. Check with local landfills prior to demolition to determine how to manage your wastes.

Demolition debris may be taken to a construction and demolition recycling facility if all asbestos materials and other harmful materials have been removed prior to demolition or renovation.

To find a list of these facilities licensed in Wisconsin, go to [dnr.wi.gov](http://dnr.wi.gov) and search "licensed waste haulers and facilities."

---

**STEP 5. Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.**

---

As materials are removed from the project site, ask your contractors for disposal receipts to document the disposal or recycling of your wastes. This is an important step in protecting your company. If materials are illegally dumped, the DNR will investigate to determine where the materials came from. Part of the investigation process would be to identify projects in the area that may have been the source of the illegally dumped materials. Receipts show that your project wastes were disposed of appropriately and protect you from liability issues and fines and/or forfeitures.

Once the harmful materials have been removed from the project site and the notification to DNR is submitted with the appropriate dates of demolition, demolition may begin. This includes first removing materials for reuse or recycling. If all harmful materials, including all types of asbestos, have been removed from the building or structure before demolition, the resulting debris may be taken to a construction and demolition recycling facility.



**Asbestos**

- DNR asbestos program requirements: [dnr.wi.gov](http://dnr.wi.gov), search “asbestos”
- DHS Wisconsin Asbestos Program: [www.dhs.wi.gov/asbestos/](http://www.dhs.wi.gov/asbestos/)
- DHS-certified asbestos companies: at the link above, look for “certified company” in the left-hand margin

**Brownfields**

- DNR brownfields redevelopment: [dnr.wi.gov](http://dnr.wi.gov), search “brownfield”

**CFCs and halons**

- DNR refrigerant recovery program: [dnr.wi.gov](http://dnr.wi.gov), search “refrigerants”

**Demolition debris, waste, transporters, landfills and other licensed facilities**

- DNR demolition, construction & renovation information: [dnr.wi.gov](http://dnr.wi.gov), search “demolition”
- DNR waste and materials management: [dnr.wi.gov](http://dnr.wi.gov), search “waste”
- DNR list of licensed haulers and facilities: [dnr.wi.gov](http://dnr.wi.gov), search “licensed waste haulers and facilities”
- Contact the DNR: 608-266-2111 or [DNRWasteMaterials@wisconsin.gov](mailto:DNRWasteMaterials@wisconsin.gov)

**Hazardous and universal wastes**

- DNR hazardous waste information: [dnr.wi.gov](http://dnr.wi.gov), search “hazardous waste”
- “Is Your Waste Hazardous?” (DNR publication WA-1152): <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf>
- Handling and disposal of hazardous wastes – “Pilot Project for Management of Contractor Generated Hazardous Waste” (DNR publication WA-654): <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.
- Wisconsin Administrative Code chapter NR 673 – Universal Waste Management Standards: [http://docs.legis.wisconsin.gov/code/admin\\_code/nr/600/673/](http://docs.legis.wisconsin.gov/code/admin_code/nr/600/673/)

**Lead**

- DHS Lead-Safe Wisconsin: [www.dhs.wi.gov/lead/](http://www.dhs.wi.gov/lead/)
- DHS-certified lead companies: at the link above, look for “certified company” in the left-hand margin
- DNR Application for Low Hazard Waste Exemption for Reuse of Concrete Coated with Lead-Bearing Paint – Form 4400-274 (R 2/12) <http://dnr.wi.gov/files/pdf/forms/4400/4400-274.pdf>

**Mercury**

- EPA information on mercury: [www.epa.gov/hg/consumer.htm](http://www.epa.gov/hg/consumer.htm)

**PCBs**

- EPA information on PCBs: [www.epa.gov/wastes/hazard/tsd/pcbs/](http://www.epa.gov/wastes/hazard/tsd/pcbs/)
- Wisconsin Administrative Code chapter NR 157 – Management of PCBs and Products containing PCBs: [docs.legis.wisconsin.gov/code/admin\\_code/nr/100/157/](http://docs.legis.wisconsin.gov/code/admin_code/nr/100/157/)

**Reuse & recycling**

- DNR recycling program: [dnr.wi.gov](http://dnr.wi.gov), search “recycling”
- WasteCapDIRECT – a centralized, online directory of construction and demolition recycling processors, haulers and end markets: [www.wastecap.org](http://www.wastecap.org)
- Wisconsin Recycling Markets Directory: [www.wisconsinrecyclingdirectory.com](http://www.wisconsinrecyclingdirectory.com)

**Storage tanks**

- Department of Safety and Professional Services storage tank database: <http://dsps.wi.gov/online-services/storage-tanks>

**Wisconsin Administrative Code**

- Wisconsin Legislative Documents: <http://docs.legis.wisconsin.gov>

**WISCONSIN DNR**



**Wisconsin Department of Natural Resources  
Waste & Materials Management Program**

PO Box 7921  
Madison, WI 53707

(608) 266-2111  
[DNRWasteMaterials@wisconsin.gov](mailto:DNRWasteMaterials@wisconsin.gov)

Publication WA-651  
Revised July 2014

*The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.*

*This publication is available in alternative format (large print, Braille, audio tape, etc.) upon request. Please call (608) 266-2111 for more information.*





**Corporate Office:**  
1006 Western Avenue  
Mosinee, WI 54455  
Tel: 715.693.6112  
info@NorthStarTesting.com

**Fox Cities Branch:**  
1907 American Drive  
Suite A3  
Neenah, WI 54956  
Tel: 920.422.4888

**Madison Branch:**  
1320 Mendota Street  
Suite 120  
Madison, WI 53714  
Tel: 608.827.6761

**Sheboygan Branch:**  
2109 Erie Avenue  
Suite 103  
Sheboygan, WI 53081  
Tel: 920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

October 24, 2024

City of Sheboygan  
c/o Bernie Rammer  
828 Center Avenue, Ste. 110  
Sheboygan, WI 53081

Project:	Asbestos Material Analysis
Site:	Wells Fargo Bank 636 Wisconsin Avenue Sheboygan, WI 53081
Work Area:	Foundation Walls
Collected by:	Bruce Ten Haken All-15079
NorthStar No.	240-623A

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Bernie Rammer on behalf of the City of Sheboygan to perform bulk sample collection and analysis for the presence of asbestos. The testing was limited to the accessible coatings on foundation walls:

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 8/12/24)	Description	Asbestos Content
623-170	Bsmt.	Sump Pump Room	Coating on Concrete	Black	None Detected
<b>623-171</b>	<b>Bsmt.</b>	<b>Room 36: East Wall</b>	<b>Coating on Concrete</b>	<b>Black</b>	<b>2 % Chrysotile</b>
623-172	Bsmt.	Room 36: South Wall	Coating on Concrete	Black	None Detected
623-173	Bsmt.	Room 46: North Wall	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-7	Exterior	W. Side: Foundation	Coating on Concrete	Black	None Detected
<b>623A-8</b>	<b>Exterior</b>	<b>S. Side Planter: Foundation</b>	<b>Coating on Concrete</b>	<b>Black</b>	<b>5 % Chrysotile</b>
623A-9	Exterior	S. Side, E.: Foundation	Coating on Concrete	Black	None Detected
623A-10	Exterior	E. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-11	Exterior	E. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-12	Exterior	E. Side: Foundation	Caulk/Tar on Concrete	Black	None Detected
623A-13	Exterior	E. Side: Foundation	Coating on Concrete	Black	None Detected

(continued on Page 2 of 3)



Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-14	Exterior	E. Side: Concrete Slab/Roof	Foam Glass Insulation	Black	None Detected
<b>623A-15</b>	<b>Bsmt.</b>	<b>E. Wall, N.: Room 36</b>	<b>Coating on Concrete</b>	<b>Black</b>	<b>2 % Chrysotile</b>
<b>623A-16</b>	<b>Bsmt.</b>	<b>E. Wall, S.: Room 36</b>	<b>Coating on Concrete</b>	<b>Black</b>	<b>2 % Chrysotile</b>
623A-17	Bsmt.	Room 36: S. Wall, W.	Coating on Concrete	Black	None Detected
623A-18	Bsmt.	NE Sump Rm: W. Wall, S.	Coating on Concrete	Black	None Detected
623A-19	Bsmt.	Room 31: W. Wall, UPPER	Coating on Concrete	Black, Thick	None Detected
<b>623A-20</b>	<b>Bsmt.</b>	<b>Room 31: W. Wall, MAIN</b>	<b>Coating on Concrete</b>	<b>Black</b>	<b>5 % Chrysotile</b>
623A-21	Bsmt.	Room 46: S. Wall	Coating on Concrete	Black	None Detected
623A-22	Exterior	N. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-23	Exterior	N. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-24	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Flex.	None Detected
623A-25	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Brittle	None Detected
623A-26	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/21/24)	Description	Asbestos Content
623A-27	Bsmt.	Room 36: E. Wall, Center	Concrete/Parge Coat	Off-white	None Detected
623A-28	Bsmt.	Room 36: S. Wall, East	Coating on Concrete	Black	None Detected
623A-29	Bsmt.	Hallway B-3: North End	Membrane/Tar on Block	Black	None Detected
623A-30	Bsmt.	Hallway B-3: North End	Tar on Block	Black	None Detected
623A-31	Bsmt.	Hallway B-3: East Wall, Ctr.	Membrane/Tar on Block	Black	None Detected
623A-32	Bsmt.	Hallway B-3: East Wall, Ctr.	Tar on Block	Black	None Detected

**Samples with a confirmed analysis of greater than one percent (>1%) are to be considered an asbestos containing material (ACM) requiring special handling and disposal measures. OSHA regulations still apply to materials with less than or equal to one percent (≤1%) asbestos.**

The exterior samples collected on 10/17/2024 were collected with the assistance of an excavator digging down to a depth of ~4 feet. Sample locations were chosen randomly based on accessibility.

A map showing sample locations along with areas where ACM foundation coating appears to be located is attached. The sample locations were chosen randomly based on accessibility. **Additional areas of ACM foundation coatings may be present.** Additional testing during demolition activities may be necessary. Also, a northeast section of the building appears to have been demolished during a renovation to the structure. It is unknown if the foundations or basement slabs were removed at that time.


The following is a brief description of ACM foundation coating locations based on the samples collected:

- West Side of Building: South section where raised planting area is located including SW entry.
- South Side of Building: West section where raised planting area is located including SW entry.
- Room 36: East wall
- Mechanical Room 31: West wall

Laboratory:	Eurofins CEI, Inc. NVLAP# 101768-0		
Analysis Date:	8/13/2024, 10/18/2024, 10/22/2024		
Collected By:	Bruce Ten Haken (All-15079)	Date:	8/12/2024, 10/17/2024, 10/21/2024

Bulk sample analysis by polarized light microscopy with dispersion staining; USEPA method: EPA 600/M4-82/020 & EPA 600/R-93/116 (where applicable); Reported percentages are visually estimated by volume. Unless otherwise requested by client, each material or layer of a non-homogeneous sample is analyzed separately with reported percentages based on total sample. This report is not to be used to claim product endorsement by NVLAP or any other U.S. Government agency. NorthStar bears no responsibility for sample collection activities or analytical method limitations. Interpretation of the data contained in this report is the responsibility of the client.

Submitted By,  
NorthStar Environmental Testing, LLC.



Bruce Ten Haken  
Project Manager



**CITY OF SHEBOYGAN  
R. C. 171-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Direct Referral R. O. No. 83-24-25 by City Clerk submitting a liquor license application: Reserve "Class B" Lic. App. no. 3691 Ambarsariya Bar & Grill, Inc.; recommends granting the license application.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 83-24-25  
DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE**

**BY CITY CLERK.**

**NOVEMBER 13, 2024.**

Submitting a liquor license application.

“CLASS B” RESERVE LIQUOR LICENSE (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3691	Ambarsariya Bar & Grill, Inc. (Ambarsariya Bar & Grill)	2921 N. 15 <sup>th</sup> Street

**CITY OF SHEBOYGAN  
R. C. 170-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred R. O. No. 81-24-25 by City Clerk submitting a license application: Change of Agent for Kohler Co.; recommends granting the application.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 81-24-25**

**BY CITY CLERK.**

**NOVEMBER 4, 2024.**

Submitting a license application.

**CHANGE OF AGENT**

Megan M. Belcher is replacing Shawn Dortman as agent effective immediately for Kohler Co. located at parcels 59281328012, 59281328027, 59281328028, 59281328029, 59281328015, 59281328017, 59281328016, 59281328018.



**CITY OF SHEBOYGAN  
R. C. 169-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred R. O. No. 74-24-25 by City Clerk submitting a license application: Class "B" Beer Lic. App. No. 3693 (Aneek Inc.); recommends granting the license application.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 74-24-25**

**BY CITY CLERK.**

**OCTOBER 21, 2024.**

Submitting a license application.

CLASS "B" BEER LICENSE (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3693	Aneek Inc. (Executive Pub)	723 Center Avenue

**CITY OF SHEBOYGAN  
R. O. 84-24-25**

**BY CITY CLERK.**

**NOVEMBER 18, 2024.**

Submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid.

DATE RECEIVED

11-8-2024

RECEIVED BY

MKC

Item 18.

CLAIM NO.

14-24

**CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY**

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: MERCY YANG/STEVEN VUE
2. Home address of Claimant: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081
3. Home phone number: (920) 860-3035
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 10/8/24, 4PM
6. Where did damage or injury occur? (give full description) NORTH 27TH & COLUMBUS STREET NEAR HOME : 3205 N. 27TH ST. SHEBOYGAN
7. How did damage or injury occur? (give full description) THERE WAS A LOOSE LID TO A SEWER HOLE. NO WARNING SIGNS / CONES WERE AROUND THE SEWER. MY HUSBAND DROVE OVER THE HOLE WHICH CAUSED THE BACK RIGHT TIRE TO POP & DAMAGE THE RIM.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: NORTH 27TH & COLUMBUS STREET INTERSECTION
  - (b) Claimant's statement of basis for such liability: NO SIGNS OR CONES WERE IN THE AREA TO AVOID THE SEWER HOLE

10. Give a description of the injury, property damage or loss, so far as is known at the time. (If there were no injuries, state "NO INJURIES").

Item 18.

NO INJURIES, BUT A FLAT TIRE & DENTED RIM

NATE IN SEWER DEPARTMENT WAS CONTACTED 10/9/24 TO FIX

11. Name and address of any other person injured: \_\_\_\_\_

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 278.92

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 278.92

Damaged vehicle (if applicable)

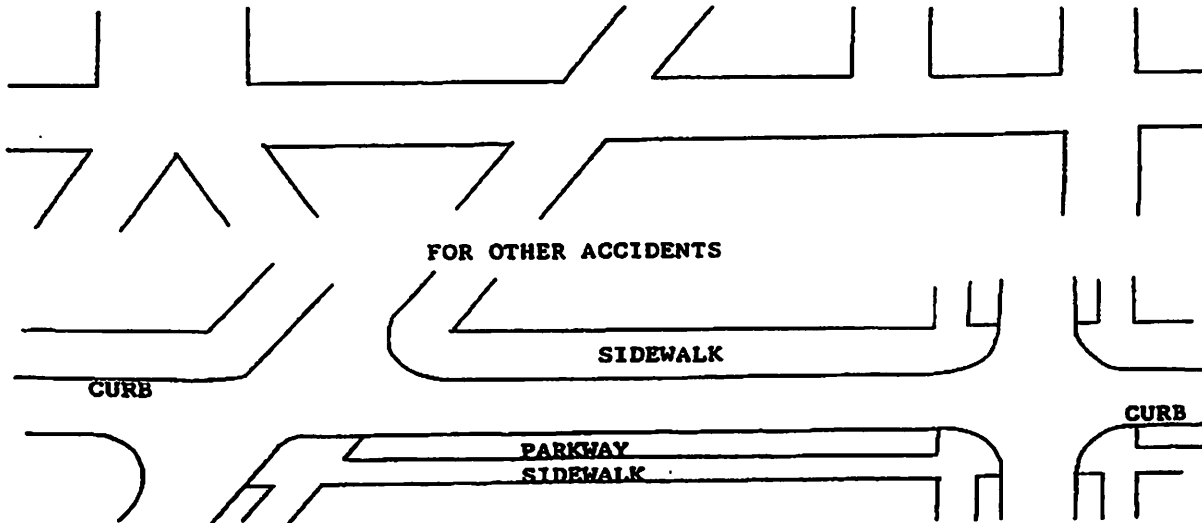
Make: ACURA Model: MDX Year: 2006 Mileage: 192,905

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

SEE ATTACHED PHOTOS

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

*[Handwritten signature]*

DATE 11/4/24

11/4/24

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 18.

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name: MERCY YANG  
 Claimant's Address: 1411 CAMELOT BLVD  
SHEBOYGAN WI 53081  
 Claimant's Phone No. (920) 860-3035

Auto \$ 278.92  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 278.92

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 278.92.

SIGNED *Mercy Yang* DATE: 11/4/24

ADDRESS: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

**QUOTE**  
912966

**FIRESTONE COMPLETE AUTO CARE**  
2606 WASHINGTON AVE  
SHEBOYGAN, WI. 53081

**SERVICE AD**  
31 MATT  
920.458.0375

Item 18.

Emailed on 10/09/2024  
Emailed to mercyangvue@hotmail.com

YANG, MERCY  
1805 S 13TH ST  
SHEBOYGAN, WI 53081-5820

2006 ACURA MDX TOURING  
3.5L V6 FI GAS  
LIC # 186XYK WI VIN # 2HNYD18856H538411  
IN MILEAGE 0

Store # 783026

**QUOTE**

Description	Article		Part	Labor	Extended Price	Job Total
	Number	T# Qty				
<b>FIRESTONE TIRE PACKAGE</b>						
005375 DESTINATION LE3 OWL 265/65R17 112T 70,000 Mile Limited Warranty	005375	1	204.99		204.99	224.97
NEW TIRE WHEEL BALANCE LABOR	7013632	1		12.99	12.99	
RUBBER VALVE STEM	7015040	1	2.99		2.99	
SCRAP TIRE RECYCLING FEE	7075078	1		4.00	4.00	
TIRE INSTALLATION	7015016	1		N/C	N/C	

**VEHICLE NOTES**

CAUTION: Some models are equipped with uni-directional wheels; before mounting and rotating tires, check owner's manual.

Prices valid for 30 days.

Summary	
Parts	207.98
Labor	16.99
Shop Supplies	1.04
Sub	226.01
Tax	12.43
Total	238.44

**THIS IS NOT AN INVOICE- DO NOT PAY**

154



**Quote**  
**0900001113**  
**10/09/2024**

**Goodyear**  
**Auto Service Centers 6859**  
 2001 Parkway Dr  
 West Bend, WI 53095  
 262-306-1676  
 Federal Tax Id 340253240

Operator: Scott White Item 18.

**Customer Info:**  
 MERCY  
**Primary Ph:** 920-860-3035  
**Customer #:**

**Vehicle Info:**  
**Year:**  
**Make:**  
**Model:**  
**License/State: /**  
**VIN:**

PRODUCT	DESCRIPTION	QTY	PART	LABOR	TOTAL
480061856	265/65R17 112T SL WRL WORKHORSE AT OWL	1.00	245.99	0.00	245.99
044555000	TIRE INSTALLATION PACKAGE W/TPMS INCLUDES: MOUNTING & INSTALLATION, LIFETIME BALANCE, LIFETIME ROTATIONS, TPMS REBUILD KIT, & FREE ALIGNMENT CHECK.	1.00	12.50	20.00	32.50
!TPMS	TPMS KIT	1.00			
071000000	SCRAP TIRE DISPOSAL AUTO	1.00	5.50	0.00	5.50

<b>Parts Total*</b>	263.99	<b>State Tire Fee</b>	0.00
<b>Labor Total</b>	20.00	<b>Excise Tax</b>	0.00
		<b>Sub Total</b>	283.99
		<b>Taxable Amount</b>	283.99
		<b>Sales Tax</b>	15.62
		<b>Estimate Total</b>	<b>299.61</b>
		<b>Expiration Date</b>	<b>01/07/2025</b>

# INVOICE

Invoice No. 333457

Item 18.

RHINE AUTO INC  
W5695 GARTON RD

PLYMOUTH, WI 53073  
1-800-535-2325



Order # 49450714  
Claim Number  
Customer PO# STEVEN  
Customer RO#  
Contact

Date 15 Oct 2024  
Time 12:11:16 CDT  
Salesperson Derek  
Sales Type Charge Account

Invoice To  
STEVEN VUE  
1411 CAMELOT BLVD  
SHEBOYGAN, WI 53081

Ship To  
STEVEN VUE  
1411 CAMELOT BLVD  
SHEBOYGAN, WI 53081  
920-242-2057

Delivery Customer Pickup



Stock #	Part Description	Price
PO #28115	2006 MDX Wheel 17x6-1/2 (alloy), 10 spoke 71736 VIN: 2HNYD18986H521434 Part Comments: GRADE-B3,17X6-1/2 (ALLOY), 10 SPOKE ORDER IN THROUGH TISLER : POC: SAL THIS IS FOR STEVEN IN DISMANTLING !!!	65.00

Sub Total: 65.00  
Tax: 3.58  
Total: 68.58

Invoice Terms

10/15/24. Pushed through for Invoicing - DC

6 MONTH warranty on all purchased parts unless otherwise noted.  
Warranty covers the purchased part. Warranty does not cover labor charges.  
All claims and returns must be accompanied by this invoice. No returns after 10 days. No return on electrical parts.  
Returned parts must be in the same condition as when purchased. No refund for parts that have been disassembled.  
20% restocking charge on cash returns. Deposits not refundable after 30 days.  
Rhine Auto inc. is not responsible for any loss by installation, removal or use of this merchandise.

THANK YOU FOR ALLOWING RHINE AUTO TO HELP YOU WITH YOUR AUTOMOTIVE NEEDS. PLEASE CALL AGAIN.

PAID FOR NEW TIRE

**Retail Invoice**

137645  
Emailed on 11/04/2024  
Emailed to  
svuemidwestbassing@gmail.com



www.FirestoneCompleteAutoCare.com

In: 11/03/24 05:10 PM  
Out: 11/04/24 05:10 PM  
Item 18.

Cust Status: Drop Off      Appt: Yes      **FINAL INVOICE**

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

Service Advisor: 31 MATT

Wheel Lock:

Technician: 31 MATT

Customer Details:

Alt. Auth. Name & Phone:

Vehicle Details:

VUE, STEVEN  
1805 S 15TH ST

N/A

2006 ACURA MDX BASE

SHEBOYGAN, WI 53081  
920.242.2057

3.5L V6 FI GAS  
VIN #: 2HNYD18856H538411  
LIC #: 186XYK WI  
MILEAGE: 192,963

Description	Rev Hist	Unit	Extended	Job
	/Article # ID	Qty	Price	Total
<b>COURTESY CHECK</b>	31			
Battery Test Results:Your battery is measuring within the manufacturer's specification for required CCA. Your battery has sufficient power and should reliably start the vehicle. You're recommended to have your battery tested after 90 days. RECCOMENDING TIRES DUE TO CRACKING IN THE SIDEWALL, TIRE SALE NOVE 7-10 THESE TIRES WILL BE \$160 OFF THE SET OF 4				
COURTESY CHECK	7046930 31TS	1	N/C	N/C
<b>STANDARD WHEEL BALANCE (All 4)</b>	31			<b>56.40</b>
Symptom: STANDARD WHEEL BALANCE (JOBS)				
	7013178 31TS	4	14.10	56.40
<b>ALIGNMENT SERVICE (12-MONTH WARRANTY)</b>	27			<b>123.99</b>
REAR CONTROL ARMS ARE RUSTED, TECH COULD NOT GET THEM LOOSE TO ADJUST AND DIDN'T WANT TO BREAK ANYTHING				
STANDARD WHEEL ALIGNMENT	7004578 14TS	1	123.99	123.99
<b>Donation</b>	31			<b>1.00</b>
BOYS AND GIRLS CLUBS OF AMERICA	7013276 31NN	1	1.00	1.00

**ORDER NOTES**

RIGHT FRONT TIRE SUGGESTED: Cracking  
LEFT REAR TIRE SUGGESTED: Cracking  
LEFT FRONT TIRE SUGGESTED: Cracking  
MINI LIGHTS - REVERSE/BACKUP LIGHT REQUIRED: Does Not Light Up; Drivers Side  
MANUFACTURER'S RECOMMENDED MAINTENANCE: ENGINE OIL

All parts are new unless otherwise specified.

Payment History:

Visa                      4991                      210.34                      08923D Sale  
MID: 222220337794  
Term: 0003      Card Inserted  
AID:A0000000031010                      PIN NOT VERIFIED  
Total Tendered                      210.34

**Summary:**

**Parts**                      1.00  
**Labor**                      180.39  
**Shop Supplies**                      18.04  
  
**Sub-Total**                      199.43  
**Tax (5.50%)**                      10.91  
**Total**                      **\$210.34**

**PAID FOR TIRE INSTALL  
& WHEEL BALANCE / ALIGNMENT**

Declined Work:



Retail Invoice  
137645  
Emailed on 11/04/2024  
Emailed to  
svuemidwestbassing@gmail.com



In: 11/03/24 05:10 PM  
Out: 11/04/24 05:10 PM  
Item 18.

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off      Appt: Yes      **FINAL INVOICE**

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

FIRESTONE TIRE PACKAGE  
MINI BULB REPLACEMENT  
STANDARD OIL CHANGE



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature



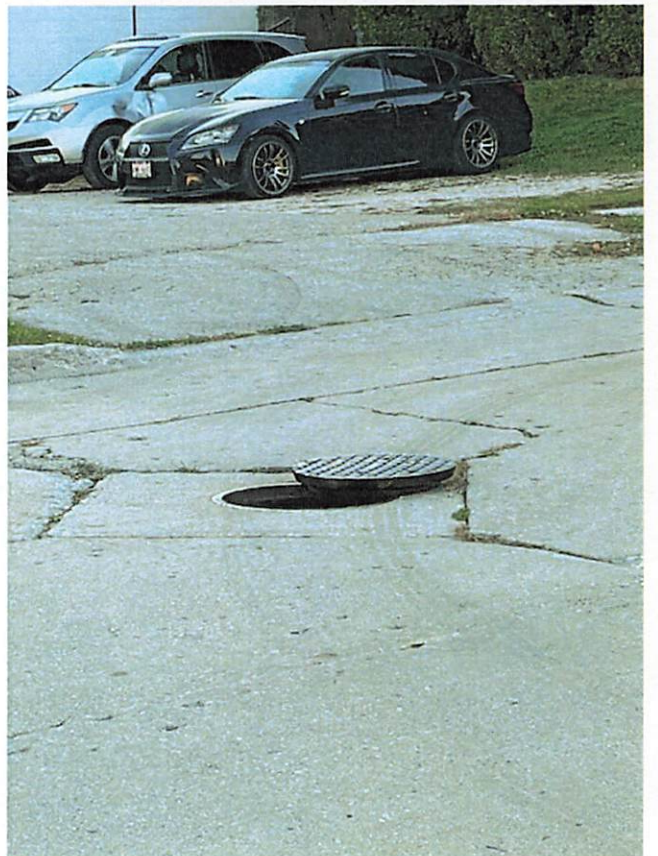
Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

**HOW ARE WE DOING?**

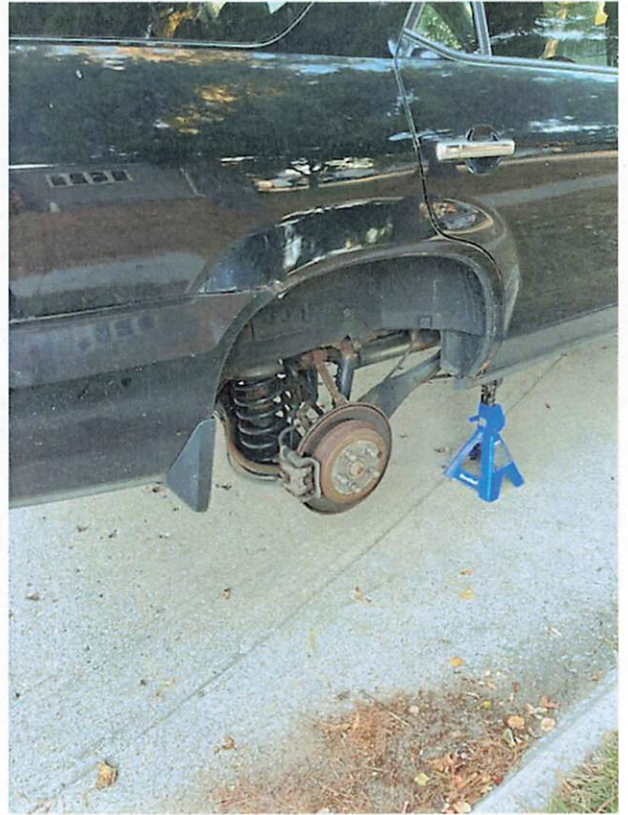
Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!  
Visit [www.FirestoneSurvey.com](http://www.FirestoneSurvey.com) within 4 days and enter Code 783026-137645









**CITY OF SHEBOYGAN  
R. O. 85-24-25**

**BY CITY CLERK.**

**NOVEMBER 18, 2024.**

Submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan.





FILED  
11-07-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000668  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

---

SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center Blvd., Suite 520  
Princeton NJ 08540,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

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SUMMONS

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THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of November 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

POST OFFICE ADDRESS:  
Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163

FILED  
11-07-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000668  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

---

SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center Blvd., Suite 520  
Princeton, NJ 08540,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

---

COMPLAINT

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SCF RC Funding IV, LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(12) and Wis. Stat. §74.37(3)(d), for the correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2024, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

#### JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

#### BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9729 as of January 1, 2023.

8. For 2023, property tax was imposed on property in the City at the rate of \$16.128525 per \$1,000.00 of the assessed value for property.

9. For 2024, the City's assessor set the assessment of the Property at \$12,444,100.00.

10. Plaintiff appealed the 2024 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The BOR waived the hearing of Plaintiff's objection pursuant to Wis. Stat. §70.47(8m).

12. The effect of the BOR's waiver is the disallowance of Plaintiff's claim of excessive assessment, and maintenance of the 2024 assessment of the Property, without a hearing, at \$12,444,100.00.

13. The City BOR's disallowance of Plaintiff's claim of excessive assessment entitles Plaintiff to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

#### CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2024, was no higher than \$8,121,990.00.

16. Based on the average assessment to market value ratio of property in the City of 0.9729 as of January 1, 2023, the correct assessment of the Property for 2024 is no higher than \$7,901,884.07.

17. Based on the tax rate of \$16.128525 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2024 should be no higher than \$127,445.69.

18. The 2024 assessment of the Property, as set by the City's Board of Review was excessive in at least the amount of \$4,542,215.93, and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution.

19. As a result of the excessive assessment of the Property, Plaintiff will pay an excessive amount in property tax for 2024 on the Property.

20. Plaintiff is entitled to a correction of the 2024 assessment of the Property to not more than \$7,901,884.07, and a refund of taxes paid for 2024 in excess of the amount that would

be due based on a Property fair market value of \$8,121,990.00, plus statutory interest on that excessive amount.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. A determination that the assessment of the Property for 2024 should be no higher than \$7,901,884.07;
2. A determination that the fair market value of the Property for 2024 should be no higher than \$8,121,990.00.
3. Judgment in the amount of the value of taxes paid for 2024 in excess of the amount that would be due based on a Property fair market value of \$8,121,990.00, plus statutory interest on that excessive amount.
4. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and
5. Such other and further relief as the Court deems appropriate and just.

Dated this 7th day of November 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

POST OFFICE ADDRESS:  
Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163



**CITY OF SHEBOYGAN  
R. O. 86-24-25**

**BY CITY CLERK.**

**NOVEMBER 18, 2024.**

Submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District.



**SHEBOYGAN AREA**  
— SCHOOL DISTRICT —

November 7, 2024

City of Sheboygan  
Municipal Clerk - Meredith DeBruin  
828 Center Avenue  
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2024-2025 school year:

School Levy	\$33,976,859.00
Recreation Levy	\$1,356,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke  
Assistant Superintendent  
Business and Operational Services

Enclosure (1)

**Department of Business and Operational Services**

3330 Stahl Road • Sheboygan, WI 53081 • **PHONE:** 920-459-3523 • **FAX:** 920-459-6714



**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10** (Ref Wisconsin Statute s.120.12(3))

Item 20.

## 2024-2025 School Year

<b>T</b> <b>O</b>	① Municipal Clerk:  <b>MEREDITH DEBRUIN</b> 828 CENTER AVE SHEBOYGAN, WI 53081-4442	② Municipality:  City of Sheboygan	
		③ County:  Sheboygan	

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$6,245,301,660.00	\$4,242,894,292.00
⑤ Percent of Entire School District	100.000000%	67.937380%
<b>⑥ Total Levy</b>	<b>\$33,976,859.00</b>	<b>\$23,124,085.29</b>

### CERTIFICATION

**I HEREBY CERTIFY** the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	Name of School District	School District Clerk
<b>F</b>	Sheboygan Area School District (5271)	Susan Hein
<b>R</b>	Signature of School District Clerk	
<b>O</b>	Signature of Notary Public	
<b>M</b>	Signed before me this date	My Commission Expires
	11/7/2024	9/13/2027

**NOTARY SEAL**

Wisconsin Statutory References:  
 s. 120.17(8)  
 s. 120.44  
 s. 121.06(2)

**Mail tax settlement to:** District Administrator  
 Sheboygan Area School District  
 3330 Stahl Rd  
 Sheboygan, WI 53081

STATE OF WISCONSIN  
POLYMER LETTERS  
RESEARCH CENTER

10/1/78

10/1/78



Per §74.09(3)(db) a school board is required to report any tax levies that exceed its annual revenue limit on a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies. Item 20.

## 2024-2025 School Year

**List of approved 2024-2025 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.**

Municipal Clerk: **MEREDITH DEBRUIN**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan  
 County: Sheboygan

School District: Sheboygan Area School District (5271)  
 School District Clerk: Susan Hein

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2024-2025 Levy Amount due to Referendum	Percent of Entire School District	2024-2025 Amount due to Referendum for Taxation District
RF-3992	11/08/2016	Issue Debt	2035	\$29,000,000.00	\$453,215.00	67.937380%	\$307,902.39
RF-5958	11/05/2024	Issue Debt	2047	\$121,000,000.00	\$5,792,301.00	67.937380%	\$3,935,137.51

**CITY OF SHEBOYGAN  
RESOLUTION 120-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 18, 2024.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of SCF RC Funding IV LLC v. City of Sheboygan (Case No. 24CV000668), and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint; and

WHEREAS, Seibel Law Offices LLC already represents the City of Sheboygan on one other SCF RC Funding IV LLC pending action regarding alleged excessive real estate taxes (Case No. 2024CV000270) and this latest legal action (Case No. 2024CV000668) simply adds another year of allegations to the pending litigation.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by SCF RC Funding IV LLC, Sheboygan County Circuit Court Case No. 2024CV000668.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 121-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 18, 2024.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan (Case No. 24CV000669), and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC will need to begin preparing an Answer in response to the Complaint as soon as the City has been served; and

WHEREAS, Seibel Law Offices LLC already represents the City of Sheboygan on the four (4) other Wal-Mart Real Estate Business Trust pending actions regarding alleged excessive real estate taxes (Case Nos. 2020CV000426, 2021CV000309, and 2022CV000590, 2023CV000596) and this latest legal action (Case No. 2024CV000669) simply adds another year of allegations to the pending litigation.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Wal-Mart Real Estate Business Trust, Sheboygan County Circuit Court Case No. 2024CV000669.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 119-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**NOVEMBER 18, 2024.**

A RESOLUTION authorizing execution of the Release of Easement Rights on behalf of the City, with respect to that portion of vacated South Commerce Street located on the Berkshire Apartments developed parcel.

WHEREAS, City utilities have been relocated from the developed parcel to the parcel to the east owned by the Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Release of Easement Rights, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

RELEASE OF EASEMENT RIGHTS

Recording Area

Name and Return Address:

GENCAP EMEM SHEBOYGAN 101, LLC  
6938 North Santa Monica Boulevard  
Fox Point, WI 53217

Parcel No. 59281505931

## RELEASE OF EASEMENT RIGHTS

This RELEASE OF EASEMENT RIGHTS is made as of \_\_\_\_\_, 2024 ("Effective Date") by THE CITY OF SHEBOYGAN, WISCONSIN (the "City").

## RECITALS

A. The City vacated and discontinued a portion of South Commerce Street ("Vacated South Commerce Street") pursuant to that certain General Ordinance No. 74-06-07, recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on April 2, 2007 as Document Number 1823162 (the "Ordinance").

B. A portion of Vacated South Commerce Street lies within that certain real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

C. Pursuant to Section 1 of the Ordinance, the City retained certain easement rights in, under, over, across or through Vacated South Commerce Street.

D. All of the City's utility facilities that were in, under, over, across or through the that portion of Vacated South Commerce Street located on the Property have been removed and/or relocated.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby releases all easement rights that it has, may have or may have had in the past with respect to that portion of Vacated South Commerce Street located on the Property.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City has executed and delivered this Release of Easement Rights as of the day and year first above written.

THE CITY OF SHEBOYGAN, WISCONSIN

BY \_\_\_\_\_  
ITS \_\_\_\_\_

STATE OF WISCONSIN            )  
SHEBOYGAN COUNTY            )

Personally came before me on \_\_\_\_\_, 2024 the above named \_\_\_\_\_, the \_\_\_\_\_ of City of Sheboygan, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Name of Notary: \_\_\_\_\_  
My commission: \_\_\_\_\_

This instrument was drafted by:  
Liam Conrad  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, Wisconsin

EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on May 12, 2023, in Volume 31 of Certified Survey maps, Page 129 as Document No. 2150414, said Certified Survey Map being a redivision of Lots 1-4, 7-10, and parts of 11 & 12 in Block 243, Lots 1-5 in Block 232, Vacated South Commerce Street and Vacated Public Alley all in the Original Plat of the City of Sheboygan, all in Government Lot 2 of Section 26, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

For informational purposes only:

Address: 1009 10th St., Sheboygan, WI

Parcel Number: 59281505931

**CITY OF SHEBOYGAN  
RESOLUTION 122-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**NOVEMBER 18, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into contract for the provision and installation of submersible pumps, a control panel, and associated equipment at the 6<sup>th</sup> Street and Pershing Avenue wastewater pump station and authorizing a budget amendment.

WHEREAS, City staff has identified a need to replace certain equipment at the 6<sup>th</sup> Street and Pershing Avenue wastewater pump station in order to continue providing dependable wastewater collection service to the neighborhood; and

WHEREAS, the City’s 2023 Capital Improvement Budget included \$125,000 for this project, but those funds were not used and subsequently returned to the general fund; and

WHEREAS, the City obtained quotes from three vendors for the necessary equipment and the lowest, responsive quote received was from William/Reid LTD., a division of Gasvoda & Associates Inc., an Illinois corporation.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with William/Reid LTD. for the provision of equipment identified in the attached quote.

BE IT FURTHER RESOLVED that the Finance Director is authorized to draw funds from Account Number 630361-631200 (Wastewater Fund – Wastewater- Building Improvements), upon agreement being fully executed by all parties, to pay for the equipment and installation, and to amend the budget as follows:

<u>INCREASE</u>	
630 493000 Wastewater Fund – Fund Equity Applied	(\$68,294.10)
630-631200 Wastewater Fund – Wastewater- Building Improvements	(\$68,294.10)

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above contract via the following budget amendment:

INCREASE:

CDBG Fund – CDBG – Park/Rec Improvements (Acct. No. 260660-641700)	\$37,520
CDBG Fund – Federal Housing/Economic Grant (Acct. No. 260-432710)	\$37,520
Capital Fund – Culture & Recreation – Improvements Other Than Buildings (Acct. No. 400500-641100)	\$13,000
Capital Fund – Contributions/Donations (Acct. No. 400-485000)	\$13,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan





# Quotation

**DATE:**

*Quotation valid until:*

**Prepared for:** City Of Sheboygan

*Prepared by:* **Paul Ludwig**

Jordan Skiff  
[jordan.Skiff@sheboyganwi.gov](mailto:jordan.Skiff@sheboyganwi.gov)

*Quotation Number:*

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	Grundfos Duplex Control Panel	\$ 26,318.34
2	Grundfos SE1.30.A40.40.A.EX.4.61R.B 5hp \$7,741.94 each	\$ 15,483.87
4	Floats	\$ 652.80
1	Transducer	\$ 2,012.00
1	float holder	\$ 116.57
1	cable support for transducer	\$ 48.86
2	Base elbows \$2933.33 each	\$ 5,866.66
1	William Reid parts for instllation	\$ 6,035.00
1	William Reid Labor to remove old and install new	\$ 11,760.00
<b>Total Price</b>		<b>\$68,294.10</b>

**TERMS:** See attached sheet for detailed terms and conditions.

**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

**START-UP:** day(s) of start up services are included. Any additional will be billed at our standard rate.

**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

**SUBMITTALS:** weeks after receipt of order.

**DELIVERY:** weeks after approval and authorization to proceed.

**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

*Respectfully submitted,*

Paul Ludwig

262-893-5774

[paul@williamreidltd.com](mailto:paul@williamreidltd.com)



Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

**AUTHORIZATION TO PROCEED :**

***Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.***

BILL TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHIP TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS FOR INVOICES:  
\_\_\_\_\_

TAGGING: \_\_\_\_\_  
PO #: \_\_\_\_\_

ORDER CONTACT: \_\_\_\_\_

SITE CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

SITE PHONE: \_\_\_\_\_

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:  
\_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**WILLIAM REID TERMS AND CONDITIONS OF SALE**

**TERMS**

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
  - A. 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
  - B. 10% of remaining net order total due at time of release to production with no retainage allowed.
  - C. Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed. Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.
  - D. A 3.5% processing fee will be added to payments made by credit card.

**CONDITIONS**

1. General Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

**CITY OF SHEBOYGAN  
R. C. 160-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 116-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Jakum Hall Apartments, LLC for the development of the former Jakum's Hall site located at 1601 North 15th Street; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 116-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE  
BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 11, 2024.**

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Jakum Hall Apartments, LLC for the development of the former Jakum’s Hall site located at 2601 North 15th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Tax Incremental District Development Agreement between Jakum Hall Apartments, LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of November [\_\_\_\_], 2024 (the “**Effective Date**”) by and among the CITY OF SHEBOYGAN, WISCONSIN (the “**City**”), a Wisconsin municipal corporation, Jakum Hall Apartments, LLC , a Wisconsin [limited liability company] (“**Developer**”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN (“**RDA**”).

### RECITALS

A. The City created Tax Incremental District No. 24 (“**District**”) as a blight tax increment district under the City’s proposed project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the City’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. The RDA owns the real property located in the District described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”).

C. The RDA shall convey to Developer the Property pursuant to the terms and conditions of this Agreement.

D. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct thirty-three (33) townhome style apartments on the Property consisting of eleven (11) one-bedroom units, eleven (11) two-bedroom units, and eleven (11) three-bedroom units with Affordable Rental Rates (as defined below) for Sheboygan County (the “**Project**”).

E. Developer acknowledges that but for the conveyance of the Property as contemplated herein and the MRO (as defined below) provided by the City in this Agreement, Developer would not move forward with the Project.

F. The City believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO for the benefit of the District to facilitate development and redevelopment within the District.

G. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding housing, tax base and employment opportunities within the City.

NOW, THEREFORE, the City, Developer and RDA in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

## AGREEMENT

### ARTICLE I – REQUIRED INFORMATION; TERMINATION

**1.1 Required Information.** Neither the City nor the RDA shall have any obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided by the Developer to the City and the RDA in form and substance reasonably acceptable to the City and the RDA. On or before June 1, 2025, Developer shall provide to the City and the RDA the following required information related to the Project by the applicable date set forth below (collectively, the “**Required Information**”) and such other documentation as the City or the RDA may request, both in form and in substance acceptable to the City and the RDA:

(a) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(c) All documents authorizing the acquisition of the Property and the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(d) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals and permits relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(e) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete (for purposes of obtaining all necessary permits and approvals) and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.



**1.2 Termination Rights.** If Developer fails to fully and timely provide the Required Information, as determined in the discretion of the City or the RDA, Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City or the RDA provides Developer written notice of such Default(s), the City or the RDA shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

## ARTICLE II – CONVEYANCE OF THE PROPERTY

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the RDA shall convey the Property and all improvements thereon to the Developer as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance of the Property to the Developer shall be subject to the following terms and conditions:

(a) The Property shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit B (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, claims, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 4.3 and 7.2 below) and the permitted encumbrances on the Property as set forth on Exhibit C attached hereto (collectively, the “**Permitted Encumbrances**”);

(b) Title to the Property shall be insured by a policy of title insurance, or a binding commitment for such title policy, that will be effective as of the closing date and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions, unless the grantee of the subject property, at such party’s sole expense, takes all actions necessary to delete the standard title insurance exceptions to be deleted at closing;

(c) The Developer shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner’s policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner’s policy (and lender’s policy, as applicable) of title insurance covering the Property in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, for the Property will be prorated on the closing date;

(e) The closing for the conveyance of the Property shall occur upon the earlier of: (1) the thirtieth (30) day following the City and RDA's receipt of the Commencement Notice (as defined below); or (2) another date agreed to by the RDA and Developer in writing, provided, in all respects, that there is no Default existing under this Agreement; and

(f) If the RDA conveys the Property to Developer, all of the Property is being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS," and the RDA is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer's own inspection of the Property and improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE RDA, THE RDA'S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE RDA.**

**2.3 Consideration.** At the time of the closing of the Property to the Developer, the Developer shall pay to the RDA a purchase price of One Dollar (\$1.00) for the Property.

**2.4 Property Tax Exemption Challenge Restriction.** The Special Warranty Deed for the Property shall include a covenant affecting the Property (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.

### **ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS**

**3.1 Commencement Notice.** Developer shall provide a written notice to the City of Developer's intention to commence the Project on or before June 1, 2025 (the "Commencement Notice"). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not timely cure any and all Default(s) within thirty (30) calendar days after the City or the RDA provides Developer written notice of such Default(s), the City or the RDA shall have the ability to exercise all remedies available in this Agreement, in equity and at law (including, without limitation, terminating this Agreement) and the City shall have no obligation to issue the MRO and the RDA shall have no obligation to convey the Property to the Developer until all such Defaults are cured, provided the City or the RDA does not terminate this Agreement prior to such Defaults being cured. If the City or the RDA terminates this Agreement

prior to all Defaults being cured, then neither the City nor the RDA has any responsibility or obligation to perform any actions otherwise required by them under this Agreement.

**3.2 Developer Improvements.** Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Property materially consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "Developer Improvements"):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (commencement is evidenced by commencing the installation of footings for the building(s)) as set forth in the site plan attached as Exhibit D) on or before June 30, 2025 (the "**Commencement Date**"). Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of Force Majeure Events (as defined below), if any. On or before December 31, 2026 (the "**Completion Date**"), the Project shall be completed and all units shall be immediately available for occupancy.

(b) Developer shall promptly pay for all applicable City impact fees and charges related to the Project. As additional consideration to Developer for this Agreement, and so long as no Default occurs under this Agreement, the City agrees to defer the due date for the payment of impact fees to on or before thirty (30) calendar days after the earlier of Developer receiving: (i) a certificate of occupancy for all residential units in the Project, or (ii) a certificate of substantial completion from Developer's architect for the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed on the Property, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all

engineering, inspections, materials, labor, water, sanitary sewer, impact fees, permit and license fees and any and all other fees related to the Project.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of all of the Developer Improvements with due diligence and without delay or interruption with the exception of Force Majeure Events and City Delays (as defined below). The completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

**3.4 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes, and Developer, at Developer's sole cost, shall obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.5 Indemnification.** Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the City.

**3.6 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval and any time thereafter when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

**3.7 Payment of Taxes.** Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

**3.8 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

**3.9 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property (each a "**Reconstruction Event**"), Developer shall proceed diligently with the repair and replacement of such improvements on the Property affected by such Reconstruction Event and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the Equalized Value (as defined below), immediately prior to the Reconstruction Event (each an "**Uncured Casualty Loss**"). Except as a result of a subsequent Force Majeure Event after a Reconstruction Event, in

no event shall Developer take longer than one hundred eighty (180) calendar days after the date of such Reconstruction Event to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 3.9, Developer shall be in Default under this Agreement and the City shall be entitled to the remedies set forth in this Agreement and any other remedies available in equity or applicable law.

#### ARTICLE IV– DEVELOPER GUARANTY AND OBLIGATIONS

**4.1 Guaranteed Value.** The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (“**Equalized Value**”) of not less than Five Million Eight Hundred Thousand Dollars (\$5,800,000.00; the “**Guaranteed Value**”) by December 31, 2026 (the “**Guaranteed Value Date**”). As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and Jacob Buswell (the “**Guarantor**”) each hereby jointly and severally guaranties that, on and after the Guaranteed Value Date, the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guaranteed Value. If the Equalized Value of the Property is less than the Guaranteed Value any time on or after the Guaranteed Value Date, the Developer shall be in Default under this Agreement.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 above but does not timely complete construction of the Project as herein provided, then Developer and Guarantor shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other costs or expenses related to the Project that are not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer’s non-performance or Default under this Agreement.

**4.3 Guaranty Obligations.** If on or any time after the Guaranteed Value Date, whether as a result of a Reconstruction Event or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a “**Shortfall Event**”), then Developer and Guarantor shall jointly and severally owe the City an amount equal to the difference between (a) the Tax Increment the City otherwise would have received on the Property if the Property’s Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the City in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the “**Tax Increment Shortfall**”). If a Tax Increment Shortfall is owed to the City, then unless and until the Equalized Value of the Property increases to at least the Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the Guaranteed Value, Developer and the Guarantor, shall pay to the City an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guaranteed Value: (i) the Default related to non-compliance with the Guaranteed Value requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall

payment obligations of Developer or the Guarantor shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property, if such assessed value is at or below the Guaranteed Value.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the City shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the City during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer and Guarantor shall pay to the City an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the City the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the City from Developer pursuant to this ARTICLE IV shall be made within ten (10) days of written request for payment by the City.

## **ARTICLE V – ACCESS, INSPECTIONS AND CONTRACTORS**

**5.1 Access and Inspections.** Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon at least twenty-four (24) hours' advance written notice to Developer) for the City to inspect the Property and the Project.

**5.2 Inspections for City's Benefit Only.** Each inspection conducted by the City or the City's agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

**5.3 Contractors and Consulting Engineers.** At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform inspections as a result of Developer's failure to meet the Final Plans then such expenses will be at Developer's expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

## ARTICLE VI – MUNICIPAL REVENUE OBLIGATION

**6.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City’s receipt of the Commencement Notice, a non-interest-bearing municipal revenue obligation (the “**MRO**”). The amount paid under the MRO shall equal the lesser of: (a) One Million One Hundred Sixty Thousand Dollars (\$1,160,000.00), and (b) the sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City’s Common Council until and including the earlier of the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. “**Available Tax Increment**” means an amount equal to seventy-five percent (75%) of the Tax Increment actually received by the City and appropriated by the City’s Common Council in each year less the following (collectively, the “**Priority Project Costs**”): (i) all debt service payments incurred or to be incurred by the City in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the City’s administrative expenses, including, but not limited to, reasonable charges for the time spent by City employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys’ costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the City in preparation for this Project or to be incurred by the City under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project and the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City’s Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2051 (each, a “**Payment Date**”). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the City’s Common Council or otherwise, such



failure shall not constitute a default by the City under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has the ability to payout Available Tax Increment. The term of the MRO and the City's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2051 (the "**Final Payment Date**") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the City shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the City's obligation to make any payments under the MRO shall be fully discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

**6.2 MRO Form.** The MRO shall be substantially in the form attached to this Agreement as Exhibit E (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

**6.3 Issuance of MRO and Payment Limitation.** Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to Developer within ninety (90) calendar days after the City's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed the lesser of:

- (a) One Million One Hundred Sixty Thousand Dollars (\$1,160,000.00); and

(b) The sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date.

The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the City may exercise any and all available remedies.

**6.4 Payment of Priority Project Costs and Repayment Schedule.** From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right to modify the MRO repayment schedule based upon market conditions, applicable Priority Project Costs and the actual and projected Available Tax Increment generated from the Project. The Available Tax Increment held by the City each year shall be applied to the payment of principal due on the MRO in accordance with the terms of the MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year or when, in the aggregate, all payments made on the MRO equal the face amount of the MRO), subject to appropriation by the City Common Council.

## ARTICLE VII- ZONING, LAND USE AND RESTRICTIVE COVENANT

**7.1 Zoning Compliance.** The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

**7.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of any of the Property in any manner which would render any portion of the Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City if such assessment is at or below the Guaranteed Value, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 7.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the City. This provision and the deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

**7.3 Land Dedications, Transfers and Easements for the Project.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the City for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the City and Developer. Developer agrees to cooperate with the City if the City desires to prepare certified survey maps or other documentation as deemed appropriate by the City to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the City and Developer.

## ARTICLE VIII – ASSIGNMENTS AND CHANGES OF CONTROL

**8.1 Assignments and Change of Control.** Except as otherwise permitted in this Section 8.1 and subject to Section 14.1 below, this Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City and the RDA (which may be withheld by the City or the RDA for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City and the RDA (which may be withheld by the City or the RDA for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit F attached hereto and incorporated herein by reference.

If the City and the RDA consents to an assignment of this Agreement by the then current Developer (the "**Assigning Developer**") to an assignee (an "**Approved Assignee**"), in order to effectuate the contemplated assignment of this Agreement, such Approved Assignee shall execute any and all documents required by the City and the RDA (in form and substance acceptable to the City and the RDA and in the City's and the RDA's discretion) to confirm that the Approved Assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement (the "**Approved Assignee Documents**"). Upon the City and the RDA confirming receipt of such Approved Assignee Documents, such Approved Assignee shall become Developer (replacing such Assigning Developer) for purposes of this Agreement and responsible for all Developer obligations under this Agreement as of the date of such Approved Assignee Documents (the "**Assignment Date**"). The Assigning Developer shall remain liable for all obligations, costs, expenses, liabilities or otherwise of the Developer under this Agreement that arise out of, are due or owing or result from any act or omission of the Assigning Developer prior to the Assignment Date, and the Assigning Developer shall be released from all further liabilities and obligations under this Agreement arising on or after the Assignment Date. The Assigning Developer shall not assign this Agreement to any other party or person other than an Approved Assignee. Any assignment to a party or person other than an Approved Assignee shall be null and void and of no force and effect under the terms of this Agreement and the Assigning Developer shall remain liable as the Developer under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the

Project (the “**Lender**”). If Lender intends to foreclose on its collateral and intends to succeed in ownership to any or all of the Property, such Lender shall execute and deliver any and all documents required by the City and the RDA (in form and substance acceptable to the City and the RDA and in the City’s and the RDA’s discretion) to confirm that such Lender is bound by the terms of this Agreement and agrees to perform all of Developer’s obligations set forth in this Agreement.

## **ARTICLE IX – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**9.1 Developer Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer’s respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer’s articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will use commercially reasonable efforts to complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith,

disputes and is currently and diligently contesting, provided, however, that Developer shall, within thirty (30) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may require;

(h) Developer will take all commercially reasonable steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the Project improvements on the Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, may become a lien or charge upon the Property;

(k) Developer will promptly furnish to the City, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer that could impact Developer being able to timely commence, timely continue or timely complete the Project;

(l) Developer shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing material changes in or variations from the original cost statement provided to the City within a reasonable time after such changes are known to Developer;

(m) Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement;

(n) to Developer's actual knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing;

(o) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding, if such assessment is at or below the Guaranteed Value;

(p) at all times during the life of the District, the rents charged on each housing unit comprising the Project will not be more than the Affordable Rental Rates then in effect as of the date of the lease (and as of the date of each extension thereto) for the applicable housing unit type (e.g., one-bedroom unit, two-bedroom unit or three-bedroom unit); and

(q) on or before February 15 of each calendar year during the life of the District, Developer shall provide the City with certified rent rolls of all leases on the Property as of December 31 of the immediately preceding calendar year.

For purposes of this Agreement, “**Affordable Rental Rates**” means affordable rental rates by applicable housing unit type (e.g., one-bedroom unit, two-bedroom unit or three-bedroom unit) as published on the City of Sheboygan Planning and Development Department’s website (<https://www.sheboyganwi.gov/departments/planning-development/>).

**9.2 Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**9.3 Cooperation.** Developer warrants that it shall exercise all commercially reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

## ARTICLE X – CITY REPRESENTATIONS

**10.1 City Representations.** The City represents that:

(a) The City is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

## ARTICLE XI – RDA REPRESENTATIONS

**11.1 RDA Representations.** The RDA represents that:

(a) The RDA is a corporation created under the laws of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all RDA obligations

required by this Agreement (including, without limitation, the conveyance of the City Property and the Property as proposed herein); and

(b) The individuals signing this Agreement on behalf of the RDA have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the RDA is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the RDA enforceable against it in accordance with their respective terms.

## ARTICLE XII – DEFAULTS

**12.1 Default.** Any one or more of the following shall constitute a “Default” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, a/an (i) untimely delivery of the Required Information, (ii) untimely completion of the Developer Improvements, (iii) untimely delivery of the rent rolls, or (v) default under any other agreement related to the Project) and Developer does not cure such failure within thirty (30) calendar days after receiving a written notice of such failure from the City or the RDA.

(b) Any representation or warranty made by Developer in this Agreement (including, without limitation, charging rent on any housing unit in excess of the Affordable Rental Rates for such housing unit type), any document related hereto or referenced herein or any financial statement, budget or Project cost delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The City fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the City; or any representation made by the City in this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(e) The RDA fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the RDA; or any representation made by the RDA in this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

### ARTICLE XIII – REMEDIES

**13.1 Remedies.** In the event of a Default, a non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 12.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event a Default is not fully and timely cured by Developer, the City and the RDA shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the City or the RDA provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The City or the RDA may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys’ fees incurred by the



City or the RDA related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The City or the RDA may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO or the conveyance of the Property, as applicable; or

(iv) The City or the RDA may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the City or the RDA, subject to Section 18.11 below, Developer shall have all of the rights and remedies available in law or in equity, which may include, without limitation, the recovery of all costs and expenses (including reasonable attorneys' fees), however, the City or the RDA, as applicable, shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the City or the RDA under applicable law.

#### ARTICLE XIV– SUCCESSORS AND ASSIGNS

**14.1 Successors and Assigns; Assignment.** This Agreement, and all agreements, instruments and Exhibits entered into herewith, shall run with the Property and be binding upon and inure to the benefit of and be enforceable by the permitted successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 8.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the City and the RDA, which consent may be withheld for any reason.

#### ARTICLE XV – TERMINATION

**15.1 Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination of this Agreement by the City, the RDA or the Developer pursuant to the terms of this Agreement;

however, the parties hereto each agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the parties, respectively, under this Agreement as such rights and remedies expressly survive such termination.

#### ARTICLE XVI – NOTICES

**16.1 Notices.** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service

provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

City of Sheboygan  
Attention: City Administrator  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

If to RDA:

Redevelopment Authority of the  
City of Sheboygan  
Attn: Executive Director  
828 Center Avenue, Suite 208  
Sheboygan, WI 53081

If to Developer:

Jakum Hall Apartments, LLC  
Attn: Jake Buswell  
1525 Torrey View Drive  
Sparta, WI 54656  
[jake.buswell@allamericandoitcenter.com](mailto:jake.buswell@allamericandoitcenter.com)

with a copy to:

Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Suite 1000  
Milwaukee, WI 53202

with a copy to:

Jakum Hall Apartments, LLC  
Attn: Todd Page  
1525 Torrey View Drive  
Sparta, WI 54656  
[todd.page@allamericandoitcenter.com](mailto:todd.page@allamericandoitcenter.com)

## ARTICLE XVII – APPLICABLE LAW

**17.1 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sheboygan County, Wisconsin.

## ARTICLE XVIII – MISCELLENEOUS

**18.1 Entire Agreement.** This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether

oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

**18.2 Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

**18.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the City warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

**18.4 Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**18.5 Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**18.6 No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**18.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

**18.8 No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.

**18.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City on the Property in the office of the Register of Deeds for Sheboygan County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement in form reasonably acceptable to the parties for recording purposes.

**18.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, quarantine restrictions, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God (each, a “**Force Majeure Event**”), such act shall be excused for the period of such delay, and the

time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a one hundred eighty (180) calendar day extension on the deadlines set forth in Sections 1.1, 3.1 and 3.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply. For the avoidance of any doubt, if a Force Majeure Event causes a delay in the performance of any obligation or satisfaction of any condition of this Agreement, the party delayed by such a Force Majeure Event shall not be in Default under this Agreement for failure to timely perform such affected obligation or condition within the timeframe originally provided (but must timely complete such obligation or condition within the extended timeframe provided in this Section 18.10), and this Section 18.10 shall apply to each of the obligations of each of the parties to this Agreement.

**18.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

**18.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

**18.13 Recitals.** The RECITALS set forth above are true, accurate and incorporated herein by reference.

**18.14 Authority.** The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of their respective party.

*[The remainder of this page is intentionally left blank with signature pages to follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF SHEBOYGAN

By: \_\_\_\_\_

Name: Ryan Sorenson, City Mayor

Attest: \_\_\_\_\_

Name: Meredith DeBruin, City Clerk

Approved:

By: \_\_\_\_\_

Name: Evan Grossen, Deputy Finance Director/Comptroller

Approved as to Form:

By: \_\_\_\_\_

Name: Charles Adams, City Attorney

This document is authorized by and in accordance with Resolution No. \_\_\_\_\_.

STATE OF WISCONSIN )  
 ) SS  
SHEBOYGAN COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Ryan Sorenson, Meredith DeBruin, Evan Grossen and Charles Adams, the City Mayor, the City Clerk, the Deputy Finance Director/Comptroller and the City Attorney of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_



**DEVELOPER: Jakum Hall Apartments, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_, \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) SS  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Jacob Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Jacob Buswell, has agreed to personally guarantee obligations under this Agreement to the City. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Mary Elizabeth Buswell, Spouse of Jacob Buswell



**EXHIBIT A**  
**PROPERTY**

[SEE ATTACHED]

**EXHIBIT B**  
**SPECIAL WARRANTY DEED**

[SEE ATTACHED]

DOCUMENT NO.	<b>SPECIAL WARRANTY DEED</b>
--------------	------------------------------

This Special Warranty Deed is made between the Redevelopment Authority of the City of Sheboygan, Wisconsin (“Grantor”) and [\_\_\_\_\_] (“Grantee”).

WITNESSETH:

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:

All of Grantor’s right, title and interest in and to the real property described in Schedule A attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Brion T. Winters, Esq.  
 von Briesen & Roper, s.c.  
 411 E. Wisconsin Ave., Suite #1000  
 Milwaukee, WI 53202

**This is not homestead property.**

\_\_\_\_\_  
**Parcel Identification Number**

**EXEMPT FROM REAL ESTATE TRANSFER TAX  
 PER WIS. STATS. § 77.25 (2).**

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a “Tax Incremental District Development Agreement” between Grantor, Grantee and the City of Sheboygan, Wisconsin dated as of [\_\_\_\_\_] , 2024, taxes and assessments levied in 202[\_\_\_] which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of the City of Sheboygan’s Tax Incremental District No. 24, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land until the termination of the City of Sheboygan’s Tax Incremental District No. 24.

Dated as of [\_\_\_\_\_] , 202[\_\_\_].

*[The remainder of this page is intentionally left blank with a signature page to follow.]*

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

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title: City Clerk

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF SHEBOYGAN)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202[\_\_\_], [\_\_\_\_\_] and [\_\_\_\_\_] as [\_\_\_\_\_] and [\_\_\_\_\_] respectively, of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

EXHIBIT B

**Schedule A**

**Legal Description of Real Property**

[LEGAL DESCRIPTION]

EXHIBIT B

**Schedule B****Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified on the Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Section Two in the Title Insurance Commitment issued by [\_\_\_\_\_] Title Insurance Company as Commitment Number [\_\_\_\_\_].

**EXHIBIT C**  
**PERMITTED ENCUMBRANCES**

[SEE ATTACHED]

**EXHIBIT D**

**SITE PLAN**

**[SEE ATTACHED]**



**EXHIBIT E**

**MRO**

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
COUNTY OF SHEBOYGAN  
CITY OF SHEBOYGAN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$1,160,000.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**City**”), promises to pay to [\_\_\_\_\_] (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 24, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on \_\_\_\_\_, 20\_\_\_\_, by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of November [\_\_\_\_], 2024 by and between the City, Developer, and the Redevelopment Authority of the City of Sheboygan, Wisconsin (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal shall be payable on the next Payment Date until *the earlier of*: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 20\_\_.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 6.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed *the lesser of*:

- (a) One Million One Hundred Sixty Thousand Dollars (\$1,160,000.00) and
- (b) The sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 6.1, 6.3 and 13.1 of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

**THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.**

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth in the Development Agreement. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Sheboygan has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

**CITY OF SHEBOYGAN**

By: EXHIBIT  
Name: \_\_\_\_\_, City Mayor

(SEAL)

Attest: EXHIBIT  
Name: \_\_\_\_\_, City Clerk

**Schedule 1**

**Payment Schedule**

Subject to the City’s actual receipt and appropriation of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
October 31, 2043	\$ _____
October 31, 2044	\$ _____
October 31, 2045	\$ _____
October 31, 2046	\$ _____
October 31, 2047	\$ _____
October 31, 2048	\$ _____
October 31, 2049	\$ _____
October 31, 2050	\$ _____
October 31, 2051	\$ _____
	=====
Total	Up to \$1,160,000.00

**REGISTRATION PROVISIONS**

This MRO shall be registered in registration records kept by the Clerk of the City of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [City Clerk]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **EXHIBIT F**

### **Members of Developer**

#### **MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

1. Jacob Buswell (20%)
2. Matthew Buswell (20%)
3. Brian Buswell (20%)
4. Todd Page (20%)
5. Rick Beyer (20%)

**CITY OF SHEBOYGAN  
R. C. 161-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 117-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Riverview District, LLC for the development of the former Mayline site located at 605 N. Commerce Street; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 117-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 11, 2024.**

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Riverview District, LLC for the development of the former Mayline site located at 605 N. Commerce Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Tax Incremental District Development Agreement between Riverview District, LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT**

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of November \_\_, 2024 (the “**Effective Date**”) by and among the CITY OF SHEBOYGAN, WISCONSIN (the “**City**”), a Wisconsin municipal corporation, RIVERVIEW DISTRICT, LLC, a Wisconsin limited liability company (“**Developer**”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN (“**RDA**”).

**RECITALS**

A. The City created Tax Incremental District No. 21 (“**District**”) as a rehabilitation tax increment district under the City’s proposed project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the City’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. The RDA currently owns certain real property in the City (the “**RDA Property**”).

C. The City shall record a certified survey map (“**CSM**”) that creates two new parcels out of the entirety of the RDA Property.

D. RDA shall convey to Developer a portion of the RDA Property consisting of approximately 5.582 acres and described in Exhibit A attached hereto and incorporated herein by reference (the “**Developer Property**”) pursuant to the terms and conditions of this Agreement.

E. RDA shall convey to the City a portion of the RDA Property consisting of approximately 1.133 acres and described in Exhibit B attached hereto and incorporated herein by reference (the “**City Property**”).

F. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a multi-family residential development on the Developer Property consisting of one or more buildings that house approximately two hundred seventy-one (271) residential units (the “**Project**”).

G. Developer acknowledges that but for the conveyance of the Developer Property as contemplated herein, the MRO (as defined below), the Grant (as defined below) and the City Improvements (as defined below) provided by the City in this Agreement, Developer would not move forward with the Project.

H. The City believes it is appropriate to use tax increments from the District to provide for, among other things, the: (1) acquisition, remediation and improvement of land, (2) completion of the City Improvements necessary for the Project and other development on the Developer Property, (3) MRO for the benefit of the District to facilitate development and redevelopment within the District, and (4) financing for portions of such improvements and redevelopment.

I. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding housing, tax base and employment opportunities within the City.

NOW, THEREFORE, the City, Developer and RDA in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

**AGREEMENT**

**ARTICLE I-REQUIRED INFORMATION; TERMINATION**

**1.1 Required Information.** Neither the City nor the RDA shall have any obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 below, if the Required Information (as defined below) has not been timely provided by the Developer to the City and the RDA in form and substance reasonably acceptable to the City and the RDA. Developer shall provide to the City and the RDA the following required information related to the Project by the applicable date set forth below (collectively, the "Required Information") and such other documentation as the City or the RDA may request, both in form and in substance acceptable to the City and the RDA:

(a) On or before ~~November~~December 1, 2024, a schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

- (i) Intended commencement and completion date,
- (ii) Reasonably estimated costs associated with the construction, and
- (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Developer Property.

(b) On or before ~~November~~December 1, 2024, an estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer's general contractor.

(c) On or before June 1, 2025, all documents authorizing the acquisition of the Developer Property and the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(d) On or before August 1, 2025:

(i) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals and permits relating to the Project;

(ii) Copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project); and

(iii) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the 'Final Plans'). The Final Plans must be certified as final and complete (for purposes of obtaining all necessary permits and approvals) and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

**1.2 Termination Rights.** If Developer fails to fully and timely provide the Required Information, as determined in the discretion of the City or the RDA, Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City or the RDA provides Developer written notice of such Default(s), the City or the RDA shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

**ARTICLE H CONVEYANCE OF THE RDA PROPERTY**

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the RDA shall convey the RDA Property and all improvements thereon to the City (with regard to the City Property) and to the Developer (with regard to the Developer Property) as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance of the City Property to the City and the conveyance of the Developer Property to the Developer shall be subject to the following terms and conditions:

(a) The City Property and the Developer Property, respectively, shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit C (the 'Special Warranty Deed') with good and marketable title, free and clear of all liens, claims, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 4.3 and 9.2 below) and the permitted encumbrances on the City Property and the Developer Property, respectively as set forth on Exhibit D attached hereto (collectively, the 'Permitted Encumbrances');

(b) Title to the City Property and the Developer Property, respectively shall be insured by separate policies of title insurance, or separate binding commitments for such title policies, that will be effective as of their respective closing dates and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions, unless the grantee of the subject property, at such party's sole expense, takes all actions necessary to delete the standard title insurance exceptions to be deleted at closing;

(c) The City and Developer, respectively, shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner's policy (and lender's policy, as applicable) of title insurance covering the Developer Property in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, for the City Property and the Developer Property, respectively, will be prorated on their respective closing dates;

(e) The closing for the conveyance of the City Property shall occur contemporaneously with the recording of the CSM by the City;

(f) The closing for the conveyance of the Developer Property shall occur upon the earlier of: (1) the thirtieth (30) day following the City and RDA's receipt of the Commencement Notice (as defined below); or (2) another date agreed to by the RDA and Developer in writing, provided, in all respects, that there is no Default existing under this Agreement; and

(g) If the RDA conveys the City Property to the City or the Developer Property to Developer, all of the City Property or all of the Developer Property, respectively, is being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS," and the RDA is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer's own inspection of the Developer Property and improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE RDA, THE RDA'S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE DEVELOPER PROPERTY OR IMPROVEMENTS**

**THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE RDA.**

**2.3 Consideration.** At the time of the closing of the City Property to the City or the Developer Property to the Developer by the City, the City shall pay to the RDA a purchase price of One Dollar (\$1.00) for the City Property and Developer shall pay to the RDA a purchase price of One Dollar (\$1.00) for the Developer Property.

**2.4 Property Tax Exemption Challenge Restriction.** The Special Warranty Deed for the Developer Property shall include a covenant affecting the Developer Property (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the Developer Property from using or permitting the use of all or any portion of the Developer Property in any manner which would render the Developer Property exempt from property taxation.

**ARTICLE H COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS**

**3.1 Commencement Notice.** Developer shall provide a written notice to the City of Developer's intention to commence the Project on or before July 1, 2025 (the "Commencement Notice"). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not timely cure any and all Default(s) within thirty (30) calendar days after the City or the RDA provides Developer written notice of such Default(s), the City or the RDA shall have the ability to exercise all remedies available in this Agreement, in equity and at law (including, without limitation, terminating this Agreement) and the City shall have no obligation to issue the MRO or perform any act related to the City Improvements and the RDA shall have no obligation to convey the Developer Property to the Developer until all such Defaults are cured, provided the City or the RDA does not terminate this Agreement prior to such Defaults being cured. If the City or the RDA terminates this Agreement prior to all Defaults being cured, then neither the City nor the RDA has any responsibility or obligation to perform any actions otherwise required by them under this Agreement.

**3.2 Developer Improvements.** Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Developer Property materially consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "Developer Improvements"):

- (a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (commencement is evidenced by commencing the installation of footings for the building(s)) as set forth in the site plan attached as Exhibit E on or before August 1, 2025 (the "Commencement Date"). Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of Force Majeure

Events (as defined below), if any. On or before seven hundred eighty (780) calendar days after the Commencement Date (the “Completion Date”), the Project shall be substantially completed and immediately available for occupancy.

(b) Developer shall promptly pay for all applicable City impact fees and charges related to the Project. As additional consideration to Developer for this Agreement, and so long as no Default occurs under this Agreement, the City agrees to defer the due date for the payment of impact fees to on or before thirty (30) calendar days after the earlier of Developer receiving: (i) a certificate of occupancy for all residential units in the Project, or (ii) a certificate of substantial completion from Developer’s architect for the Project.

(c) Developer shall be responsible for all landscaping on the Developer Property, including, without limitation, trees, shrubs, seeding or sod related to the Project, but expressly excluding any and all landscaping that will be located on the City Property.

(d) Developer shall install, or have installed on the Developer Property, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project, but expressly excluding the installation of any such improvements that will be located on, over, under or through the City Property.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Developer Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Developer Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Developer Property, provided, however, for the purpose of clarity, the foregoing excludes any and all erosion control measures to be performed on the City Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, water, sanitary sewer, impact fees, permit and license fees and any and all other fees related to the Project.

(i) Developer agrees to utilize sustainable building practices whenever practical, including, but not limited to: installation of photovoltaic systems; use of sustainable or recycled building materials; insulation, air sealing, and fenestration in compliance with Wisconsin IECC standards; adequate wiring and conduit for addition of electric vehicle charging stations; and installation of high-efficiency building systems

and electric appliances. The City shall cooperate with Developer to leverage available incentives or subsidies wherever (and to the extent) possible.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Developer Property during the term of the District.

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of all of the Developer Improvements with due diligence and without delay or interruption with the exception of Force Majeure Events and City Delays (as defined below). The completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

**3.4 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes, and Developer, at Developer's sole cost, shall obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.5 Indemnification.** Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to the Developer Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the City.

**3.6 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval and any time thereafter when fulfilling its obligations under this Agreement.

**3.7 Payment of Taxes.** Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Developer Property when due.

**3.8 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

**3.9 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Developer Property (each a '**Reconstruction Event**'), Developer shall proceed diligently with the repair and replacement of such improvements on the Developer Property affected by such Reconstruction Event and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the Equalized Value (as defined below), immediately prior to the Reconstruction Event. Except as a result of a subsequent Force Majeure Event after a Reconstruction Event, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date

of such Reconstruction Event to commence restoration of the affected improvements and, in the event of a total loss, in no event shall Developer take longer than seven hundred thirty (730) calendar days after the commencement of restoration of the affected improvements to complete a rebuild of the entire affected areas of the Project. If Developer fails to timely comply with all of the requirements in this Section 3.9, Developer shall be in Default under this Agreement and the City shall be entitled to the remedies set forth in this Agreement and any other remedies available in equity or applicable law.

#### ARTICLE IV DEVELOPER GUARANTY AND OBLIGATIONS

**4.1 Guarantied Value.** The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment ("Equalized Value") of not less than Fifty-Four Million Dollars (\$54,000,000.00; the "Guarantied Value") on the third (3<sup>rd</sup>) anniversary of the date upon which the Developer receives certificates of occupancy for the Project (the "Guarantied Value Date"). As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer guaranties that, on and after the Guarantied Value Date, the Equalized Value of the land and improvements on the Developer Property shall at all times during the life of the District be at least the Guarantied Value.

If the Equalized Value of the Developer Property is less than the Guarantied Value any time on or after the Guarantied Value Date, the Developer shall be in Default under this Agreement. Notwithstanding the foregoing, if the Equalized Value of the Developer Property is less than the Guarantied Value at any time on or after the Guarantied Value Date solely as a result of a Reconstruction Event, then the Developer shall not be in Default under this Agreement, provided the Developer complies with the terms of Section 3.9 above regarding such Reconstruction Event; and, furthermore, if the Equalized Value of the Developer Property is less than the Guarantied Value at any time on or after the Guarantied Value Date but the Project was timely completed by Developer and Developer is making all Tax Increment Shortfall payments required in Section 4.3 below, then the Developer shall not be in Default under this Agreement. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, in the event that the Project is not fully-constructed or fully-reconstructed timely by Developer in accordance with the terms of this Agreement, Developer shall be in Default under this Agreement.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 above but does not timely complete construction of the Project as herein provided, then Developer shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other costs or expenses related to the Project that are not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

**4.3 Guaranty Obligations.** If on or any time after the Guarantied Value Date, whether as a result of a Reconstruction Event or otherwise, the Equalized Value of the Developer Property is less than the Guarantied Value (each a "Shortfall Event"), then



Developer shall owe the City an amount equal to the difference between (a) the Tax Increment the City otherwise would have received on the Developer Property if the Developer Property's Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the City in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the "Tax Increment Shortfall"). If a Tax Increment Shortfall is owed to the City, then unless and until the Equalized Value of the Developer Property increases to at least the Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Developer Property is less than the Guaranteed Value, Developer shall pay to the City an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Developer Property as of any January 1 is equal to or greater than the Guaranteed Value: (i) the Default related to non-compliance with the Guaranteed Value requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Developer Property, if such assessed value is at or below the Guaranteed Value.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the City shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the City during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer shall pay to the City an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the City the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the City from Developer pursuant to this ARTICLE IV shall be made within ten (10) days of written request for payment by the City, provided however, that such payment shall not be due before the final due date for payment of the real property taxes under any applicable installment payment plan extended to all real property owners in the City.

#### ARTICLE V CITY IMPROVEMENTS

**5.1 City Work.** The City shall install the improvements and perform the work to be performed by the City as listed in Exhibit F attached hereto and incorporated by reference (the "City Improvements") within the construction schedule provided in Exhibit F and pursuant to the terms of this Agreement. If the City Improvements are not completed within the timeframes provided in Exhibit E, solely as a result of acts or omissions by the City or any other party completing such City Improvements on behalf of the City (each, a "City Delay"), the City shall not be in default under this Agreement but any performance dates applicable to Developer Improvements that require the specific City Improvements (or any of them) to be complete in order to commence or complete such Developer Improvements shall be automatically extended for the same period of time (on a calendar day for calendar day basis) as the City Delay.

**5.2 Third Party Approvals.** The City represents and covenants to Developer that the City has obtained or will be able to obtain all federal, state and county approvals required to commence and complete construction of the City Improvements.

**ARTICLE VI ACCESS, INSPECTIONS AND CONTRACTORS**

**6.1 Access and Inspections.** Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Developer Property at all reasonable times (upon at least twenty-four (24) hours' advance written notice to Developer) for the City to inspect the Developer Property and the Project or to perform tasks related to the City Improvements, as applicable.

**6.2 Inspections for City's Benefit Only.** Each inspection conducted by the City or the City's agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

**6.3 Contractors and Consulting Engineers.** At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform inspections as a result of Developer's failure to meet the Final Plans then such expenses will be at Developer's expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of construction work or the City Improvements; and
- (c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

**ARTICLE VII MUNICIPAL REVENUE OBLIGATION**

**7.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within sixty (60) calendar days after the City's receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the "MRO"). The

amount paid under the MRO shall equal *the lesser of*: (a) Six Million Six Hundred Fifty Thousand Dollars (\$6,650,000.00), and (b) the sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City's Common Council until and including *the earlier of* the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. "Available Tax Increment" means an amount equal to seventy-five percent (75%) of the Tax Increment actually received by the City and appropriated by the City's Common Council in each year. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project and the land and improvements on the Developer Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2051 (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the City's Common Council or otherwise, such failure shall not constitute a default by the City under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has the ability to payout Available Tax Increment. The term of the MRO and the City's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2051 (the "Final Payment Date") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the City shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the City's obligation to make any payments under the MRO shall be fully discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City

Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

**7.2 MRO Form.** The MRO shall be substantially in the form attached to this Agreement as Exhibit G (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

**7.3 Issuance of MRO and Payment Limitation.** Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to Developer within sixty (60) calendar days after the City's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed the lesser of:

- (a) Six Million Six Hundred Fifty Thousand Dollars (\$6,650,000.00); and
- (b) The sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date.

The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the City may exercise any and all available remedies.

**7.4 Payment of MRO and Repayment Schedule.** The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right to modify the MRO repayment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project. The Available Tax Increment held by the City each year shall be applied to the payment of principal due on the MRO in accordance with the terms of the MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year or when, in the aggregate, all payments made on the MRO equal the face amount of the MRO), subject to appropriation by the City Common Council.

ARTICLE VHGRANT

8.1 **Grant.** Provided the Developer is not in Default under this Agreement, the City shall grant cash contributions to Developer of, in the aggregate, up to Two Million Five Hundred Thousand Dollars (\$2,500,000.00, the "Grant") to be used towards the reimbursement of costs incurred by Developer that are exclusively related to the Project and necessary to install a cap on the Developer Property as required by the Project's site remediation plan (which may include the installation of the basement of the building(s), parking lot, sidewalks, etc., collectively, the "Grant Costs"). Within thirty (30) calendar days after the City approves all or a portion of an Invoice (as defined below), the City shall pay Developer the portion of the Grant attributable to such approved Grant Costs in such Invoice but in no event shall the City payments for the reimbursement of all Grant Costs in the aggregate exceed \$2,500,000.00. For the purposes of this Section 8.1, an "Invoice" means a detailed invoice provided by Developer that, in the City's sole discretion, presents sufficient description and evidence of the applicable and reimbursable Grant Costs paid by Developer with regard to the Project.

ARTICLE IXZONING, LAND USE AND RESTRICTIVE COVENANT

9.1 **Zoning Compliance.** The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Developer Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

9.2 **Tax Status/Restrictive Covenant.** Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of any of the Developer Property in any manner which would render any portion of the Developer Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Developer Property by the City if such assessment is at or below the Guaranteed Value, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding. Prior to the conveyance of all or any portion of the Developer Property, Developer agrees to record on the Developer Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Developer Property set forth in this Section 9.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the City. This provision and the deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Developer Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

9.3 **Land Dedications, Transfers and Easements for the Project or City Improvements.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the City for the construction and maintenance of the

Project or the City Improvements. All documentation for such dedications or easements shall be in form and substance acceptable to the City and Developer. Developer agrees to cooperate with the City if the City desires to prepare certified survey maps or other documentation as deemed appropriate by the City to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Developer Property in a manner reasonably acceptable to the City and Developer.

**ARTICLE X ASSIGNMENTS AND CHANGES OF CONTROL**

**10.1 Assignments and Change of Control.** Except as otherwise permitted in this Section 10.1 and subject to Section 16.1 below, this Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City and the RDA (which may be withheld by the City or the RDA for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City and the RDA (which may be withheld by the City or the RDA for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "Ownership Interests" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit H attached hereto and incorporated herein by reference.

If the City and the RDA consents to an assignment of this Agreement by the then current Developer (the "Assigning Developer") to an assignee (an "Approved Assignee"), in order to effectuate the contemplated assignment of this Agreement, such Approved Assignee shall execute any and all documents required by the City and the RDA (in form and substance acceptable to the City and the RDA and in the City's and the RDA's discretion) to confirm that the Approved Assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement (the "Approved Assignee Documents"). Upon the City and the RDA confirming receipt of such Approved Assignee Documents, such Approved Assignee shall become Developer (replacing such Assigning Developer) for purposes of this Agreement and responsible for all Developer obligations under this Agreement as of the date of such Approved Assignee Documents (the "Assignment Date"). The Assigning Developer shall remain liable for all obligations, costs, expenses, liabilities or otherwise of the Developer under this Agreement that arise out of, are due or owing or result from any act or omission of the Assigning Developer prior to the Assignment Date, and the Assigning Developer shall be released from all further liabilities and obligations under this Agreement arising on or after the Assignment Date. The Assigning Developer shall not assign this Agreement to any other party or person other than an Approved Assignee. Any assignment to a party or person other than an Approved Assignee shall be null and void and of no force and effect under the terms of this Agreement and the Assigning Developer shall remain liable as the Developer under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project (the "Lender"). If Lender intends to foreclose on its collateral and intends to succeed in

ownership to any or all of the Developer Property, such Lender shall execute and deliver any and all documents required by the City and the RDA (in form and substance acceptable to the City and the RDA and in the City's and the RDA's discretion) to confirm that such Lender is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement.

**ARTICLE X DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**11.1 Developer Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will use commercially reasonable efforts to complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within thirty (30) calendar days after the filing (or the assertion) of any claim of

lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may require;

(h) Developer will take all commercially reasonable steps to forestall claims of lien against the Developer Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Developer Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Developer Property in at least the amount of the full replacement, completed value of the Project improvements on the Developer Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Developer Property when due, as well as claims for labor and materials which, if unpaid, may become a lien or charge upon the Developer Property;

(k) Developer will promptly furnish to the City, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer that could impact Developer being able to timely commence, timely continue or timely complete the Project;

(l) Developer shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing material changes in or variations from the original cost statement provided to the City within a reasonable time after such changes are known to Developer;

(m) Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement;

(n) to Developer's actual knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and

(o) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Developer Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any



Department of Revenue related assessment proceeding, if such assessment is at or below the Guaranteed Value.

**11.2 Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**11.3 Cooperation.** Developer warrants that it shall exercise all commercially reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

**ARTICLE XI CITY REPRESENTATIONS**

**12.1 City Representations.** The City represents that:

(a) The City is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

**ARTICLE XII RDA REPRESENTATIONS**

**13.1 RDA Representations.** The RDA represents that:

(a) The RDA is a corporation created under the laws of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all RDA obligations required by this Agreement (including, without limitation, the conveyance of the City Property and the Developer Property as proposed herein); and

(b) The individuals signing this Agreement on behalf of the RDA have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the RDA is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the RDA enforceable against it in accordance with their respective terms.

**ARTICLE XIII DEFAULTS**

**14.1 Default.** Any one or more of the following shall constitute a "Default" under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under any other agreement related to the Project) and Developer does not cure such failure within thirty (30) calendar days after receiving a written notice of such failure from the City or the RDA.

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement, budget or Project cost delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undischarged for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The City fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the City; or any representation made by the City in this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(e) The RDA fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the RDA; or any representation

made by the RDA in this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

**ARTICLE XV REMEDIES**

**15.1 Remedies.** In the event of a Default, a non-defaulting party shall provide written notice to the defaulting party of the Default (the "Default Notice"); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 14.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event a Default is not fully and timely cured by Developer, the City and the RDA shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the City or the RDA provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Developer Property;

(ii) The City or the RDA may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys' fees incurred by the City or the RDA related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The City or the RDA may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO and the construction of the City Improvements or the conveyance of the Developer Property, as applicable; or

(iv) The City or the RDA may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the City or the RDA, subject to Section 20.11 below, Developer shall have all of the rights and remedies available in law or in equity, which may include, without limitation, the recovery of all costs and expenses (including reasonable attorneys' fees), however, the City or the RDA, as applicable, shall not be liable for any punitive or consequential

damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the City or the RDA under applicable law.

**ARTICLE XV SUCCESSORS AND ASSIGNS**

**16.1 Successors and Assigns: Assignment.** This Agreement, and all agreements, instruments and Exhibits entered into herewith, shall run with the Development Property and be binding upon and inure to the benefit of and be enforceable by the permitted successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 10.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the City and the RDA, which consent may be withheld for any reason.

**ARTICLE XVI TERMINATION**

**17.1 Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination of this Agreement by the City, the RDA or the Developer pursuant to the terms of this Agreement;

however, the parties hereto each agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the parties, respectively, under this Agreement as such rights and remedies expressly survive such termination.

**ARTICLE XVII NOTICES**

**18.1 Notices.** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

with a copy to:

City of Sheboygan  
Attention: City Administrator  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Suite 1000  
Milwaukee, WI 53202

City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210

Sheboygan, WI 53081

If to RDA:

Redevelopment Authority of the  
City of Sheboygan  
Attn: Executive Director  
828 Center Avenue, Suite 208  
Sheboygan, WI 53081

with a copy to:

If to Developer:

Riverview District, LLC  
Attn: Joseph Klein  
172 N. Broadway, Second Floor  
Milwaukee, WI 53202

Joseph F. LaDien, Esq.  
Husch Blackwell LLP  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202

**ARTICLE XIX APPLICABLE LAW**

**19.1 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sheboygan County, Wisconsin.

**ARTICLE XX MISCELLENEOUS**

**20.1 Entire Agreement.** This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

**20.2 Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

**20.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the City warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

**20.4 Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**20.5 Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**20.6 No Waiver: Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**20.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

**20.8 No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.

**20.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City on the Developer Property in the office of the Register of Deeds for Sheboygan County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement in form reasonably acceptable to the parties for recording purposes.

**20.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement (including, but not limited to, the obligation to commence and complete construction by any date, including, without limitation, the Completion Date) by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, quarantine restrictions, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God (each, a 'Force Majeure Event'), such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a one hundred eighty (180) calendar day extension on the deadlines set forth in Sections 1.1, 3.1 and 3.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply. For the avoidance of any doubt, if a Force Majeure Event causes a delay in the performance of any

obligation or satisfaction of any condition of this Agreement, the party delayed by such a Force Majeure Event shall not be in Default under this Agreement for failure to timely perform such affected obligation or condition within the timeframe originally provided (but must timely complete such obligation or condition within the extended timeframe provided in this Section 20.10), and this Section 20.10 shall apply to each of the obligations of each of the parties to this Agreement.

**20.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

**20.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

**20.13 Recitals.** The RECITALS set forth above are true, accurate and incorporated herein by reference.

**20.14 Good Faith.** Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

**20.15 Authority.** The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of their respective party.

**20.16 Extension of Deadlines for City Delay or Force Majeure.** For the avoidance of any doubt, any and all date or time deadlines for taking an action or performing a task pursuant to this Agreement (for either party) are in all instances and respects subject to a day-for-day extension as a result of a City Delay or a Force Majeure Event. For example purposes only, if there is a City Delay that lasts ten (10) calendar days and the Developer is delayed or prevented from timely performing any act required under this Agreement as a result of such City Delay, the deadline for the Developer to complete such act shall be extended by ten (10) calendar days. Similarly, for example purposes only, if there is a City Delay that lasts ten (10) calendar days, a Force Majeure Event that lasts five (5) calendar days that are different from the calendar days impacted by the City Delay and the Developer is delayed or prevented from timely performing any act required under this Agreement as a result of such City Delay and Force Majeure Event,

the deadline for the Developer to complete such act shall be extended by fifteen (15) calendar days. If a City Delay and a Force Majeure Event happen on the same calendar day, such City Delay and Force Majeure Event shall, collectively, count for a one calendar day extension because the same calendar day will not be counted twice for any deadline extension discussed in this Section 20.16.

*[The remainder of this page is intentionally left blank with signature pages to follow.]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY: CITY OF SHEBOYGAN**

By: \_\_\_\_\_  
Name: Ryan Sorenson, City Mayor

Attest: \_\_\_\_\_  
Name: Meredith DeBruin, City Clerk

Approved:

By: \_\_\_\_\_  
Name: Evan Grossen, Deputy Finance Director/Comptroller

Approved as to Form:

By: \_\_\_\_\_  
Name: Charles Adams, City Attorney

This document is authorized by and in accordance with Resolution No. \_\_\_\_\_.

STATE OF WISCONSIN    )  
  ) SS  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named Ryan Sorenson, Meredith DeBruin, Evan Grossen and Charles Adams, the City Mayor, the City Clerk, the Deputy Finance Director/Comptroller and the City Attorney of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

Signature Page for Development Agreement (CITY)

**RDA: REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN,  
WISCONSIN**

By: \_\_\_\_\_  
Name:

Attest: \_\_\_\_\_  
Name:

STATE OF WISCONSIN    )  
                                  ) SS  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, the \_\_\_\_\_ of the Redevelopment Authority of the City of Sheboygan, Wisconsin, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**DEVELOPER: RIVERVIEW DISTRICT, LLC**

By: Riverview District Manager, LLC, Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_, Manager

STATE OF WISCONSIN )  
                                  ) SS  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, as Manager of Riverview District Manager, LLC, as Manager of Riverview District, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

EXHIBIT A  
DEVELOPER PROPERTY

DEVELOPMENT PARCEL DESCRIPTION

Part of Lot 2 through 10 inclusive in Block 157, part of Lots 1 through 12 inclusive in Block 148, all of Block 158 and part of Lots 1 and 12 of Block 159 vacated Commerce Street, vacated Center Avenue, all in the Original Plat for the City of Sheboygan, located in SE ¼ and NE ¼ of the SE ¼ of Section 22 and the SW ¼ and the NW ¼ of the SW ¼ of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southeast corner of said Section 22; thence N00°01'01"E along the east line of the southeast 1/4 of said Section 22, 1237.36 feet to a point on the north right of way line of Pennsylvania Avenue; thence S89°41'10"E along said north right of way line; 42.91 feet to the point of beginning; thence N00°18'50"E, 17.47 feet; thence N89°41'10"W parallel to the north line of Pennsylvania Avenue, 42.00 feet to a point of a curve to the left having a radius of 38.00 feet and a chord bearing N22°11'10"W, 29.08 feet; thence along the arc of said curve 29.85 feet to a point of tangent; thence N44°41'10"W, 24.82 feet to a point of curve to the right having a radius of 24.00 feet and a chord bearing N22°01'59"W, 18.49 feet; thence along the arc of said curve 18.98 feet to a point of tangent; thence N00°37'11"E, 348.56 feet to a point of curve to the left having a radius of 253.50 feet and a chord bearing N13°22'35"W, 122.82 feet; thence along the arc of said curve 123.85 feet to a point of tangent; thence N27°22'22"W, 284.85 feet; thence N28°12'42"W, 80.84 feet; thence N63°53'06"E along a line being 18.00 feet southeasterly of and parallel to the northwesterly line and extension of Lot 12, Block 148 of the Original Plat for the City of Sheboygan, 170.93 feet; thence S72°24'21"E, 14.48 feet; thence S28°41'48"E, 823.94 feet; thence S59°07'37"W, 194.98 feet to a point of curve to the left having a radius of 41.00 feet and a chord bearing S30°25'28"W, 39.38 feet; thence along the arc of said curve 41.08 feet to a point on the north right of way line of Pennsylvania Avenue; thence N89°41'10"W along said north line, 155.09 feet to the point of beginning. Said described parcel contains 243,171 Square feet or 5.582 acres of land.

EXHIBIT A

EXHIBIT B  
CITY PROPERTY

CITY OF SHEBOYGAN PARCEL DESCRIPTION

Part of Lot 2 through 10 inclusive in Block 157, part of Lots 1 through 12 inclusive in Block 148, in the Original Plat for the City of Sheboygan, located in the NE ¼ of the SE ¼ of Section 22 and the SW ¼ and the NW ¼ of the SW ¼ of Section 23, all in Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southeast corner of section 22, Township 15 North, Range 23 East; thence N0°01'01"E along the east line of the southeast 1/4 of said Section 22, 1237.36 feet to a point on the north right of way line for Pennsylvania Avenue; thence S89°41'10"E along said north right of way line, 188.00 feet to the point of beginning; thence northeasterly 41.08 feet along the arc of a curve to the right having a radius of 41.00 feet and a chord bearing N30°25'28"E, 39.38 feet; thence N58°07'37"E, 194.98 feet; thence N28°41'48"W, 923.94 feet; thence N72°24'21"W, 14.48; thence S63°53'08"W along a line being 18 feet southeasterly and parallel to the northwesterly line and extension of Lot 12 of Block 148 of the Original Plat for the City of Sheboygan, 170.93 feet; thence N26°22'22"W, 18.00 feet to a point on the extension of said northwesterly line of said Lot 12; thence N63°53'06"E along the northwesterly line of said Lot 12 and extension 175.80 feet; thence S89°24'49"E, 51.93 feet to a point on the southwesterly ordinary high water line for the Sheboygan River; thence S28°43'42"E along said shoreline, 445.29 feet; thence S28°43'44"E along said shoreline, 397.04 feet; thence S27°13'29"E along said shoreline 152.25 feet; thence S84°59'50"W, 117.50 feet to a point on the southeasterly line of Lot 3, Block 157 of said Original Plat for the City of Sheboygan; thence S58°37'07"W along said south line and extension, 133.10 feet to a point on the centerline of vacated North Commerce Street; thence S31°50'59"E along said centerline, 15.40 feet to a point on the north right of way line for Pennsylvania Avenue; thence N89°41'10"W along said north line, 28.99 feet to the point of beginning. Said described parcel contains 49,340 Square feet or 1.133 acres of land.

EXHIBIT B

**EXHIBIT C**  
**SPECIAL WARRANTY DEED**

[SEE ATTACHED]

EXHIBIT C

<b>DOCUMENT NO.</b>	<b>SPECIAL WARRANTY DEED</b>
<p>This Special Warranty Deed is made between the Redevelopment Authority of the City of Sheboygan, Wisconsin ("Grantor") and Riverview District, LLC ("Grantee").</p> <p style="text-align: center;">WITNESSETH:</p> <p>Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:</p> <p>All of Grantor's right, title and interest in and to the real property described in <u>Schedule A</u> attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.</p> <p><b>This is not homestead property.</b></p> <p><b>EXEMPT FROM REAL ESTATE TRANSFER TAX PER WIS. STATS. § 77.25 (2).</b></p>	
<p style="text-align: right;">THIS SPACE RESERVED FOR RECORDING DATA</p> <p style="text-align: right;">NAME AND RETURN ADDRESS</p> <p>Brion T. Winters, Esq. von Briesen &amp; Roper, s.c. 411 E. Wisconsin Ave., Suite #1000 Milwaukee, WI 53202</p>	
<p style="text-align: right;">Parcel Identification Number</p>	

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a "Tax Incremental District Development Agreement" between Grantor, Grantee and the City of Sheboygan, Wisconsin dated as of November [ ], 2024, taxes and assessments levied in 202[ ] which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of the City of Sheboygan's Tax Incremental District No. 21, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land until the termination of the City of Sheboygan's Tax Incremental District No. 21.

Dated as of [ ], 202[ ].

*[The remainder of this page is intentionally left blank with a signature page to follow.]*

EXHIBIT C

**EXECUTION VERSION**

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

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title: City Clerk

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF SHEBOYGAN)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202[ ], [ ] and [ ], as [ ] and [ ], respectively, of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

EXHIBIT C



**EXECUTION VERSION**

**Schedule A**

**Legal Description of Real Property**

[LEGAL DESCRIPTION]

**EXHIBIT C**

**Schedule B**

**Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified on the Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Section Two in the Title Insurance Commitment issued by [ ] Title Insurance Company as Commitment Number [ ].

EXHIBIT C

**EXHIBIT D**  
**PERMITTED ENCUMBRANCES**

[SEE ATTACHED]

**EXHIBIT D**

**EXECUTION VERSION**

**EXHIBIT E**

**SITE PLAN**

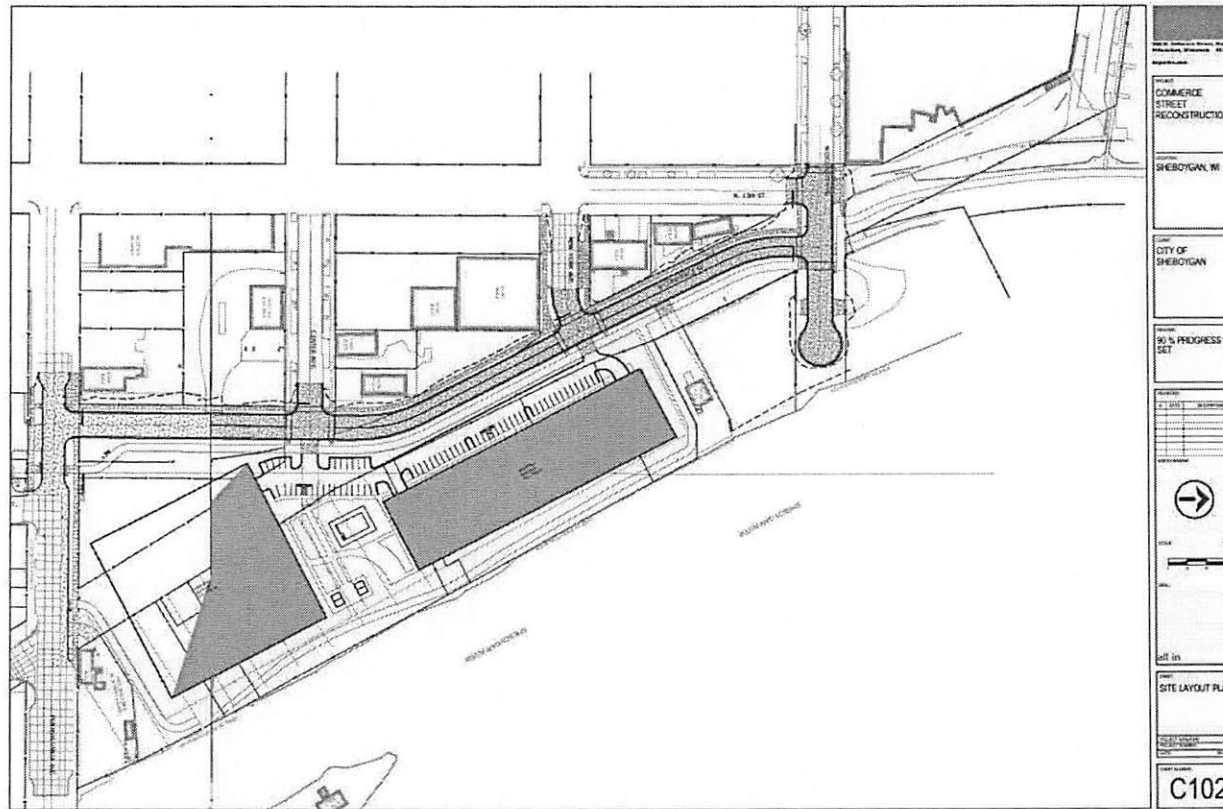


EXHIBIT E

**EXHIBIT F****CITY IMPROVEMENTS**

- 4/1/2024 – CITY - Survey Complete
- 4/15/2024 - CITY - Design Contract Approved
- 4/22/2024 – CITY - Start Design
- 5/2024 – CITY - Begin Private Utility Coordination. (Alliant, WPS, Charter, etc.)
- 5/2024 - CITY – Sewer Televising Complete
- 6/2024 - CITY - Preliminary Plans (60 Days for full site plan from developer after city final site plan)
- 7/2024 – DEVELOPER - Provide Site SD Plans to CITY for coordination with roadway and River Walk design.
- 10/2024 - CITY - Final Plans
- 10/2024 – DEVELOPER - Private Utility Plan
- 10/2024 – CITY - Approve Private Utility Plans
- 11/2024 - CITY - Obtain necessary DNR Permits, Remedial Action plan (NOI, Sanitary, Storm, and Water)
- 11/2024 - CITY – Bidding Complete
- 11/2024 - CITY – Acquire all necessary parcels for Right-of-Way Acquisition
- 11/2024 - CITY - Complete Right-of-Way Acquisition
- 12/2024 - Begin Private Utility Installation
- 12/2024 - CITY - Contract Award
- 2/2025 – CITY and Contractor – Start Roadway and Utility Construction
- 4/2025 - CITY – Utility Construction Complete
- 4/2025 – DEVELOPER - Closing on Developer Property
- 5/2025 – CITY - Complete River Walk Permitting (DNR/ACOE)
- 6/2025 - CITY – Start Riverwalk Construction and Continue Roadway Construction
- 9/2025 - CITY – Construction Complete

**EXHIBIT F**

**EXHIBIT G**

**MRO**

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
COUNTY OF SHEBOYGAN  
CITY OF SHEBOYGAN

**TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("MRO")**

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$6,650,000.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), promises to pay to Riverview District, LLC (the "Developer"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the "Payment Dates") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City's Tax Incremental District No. 21, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the resolution adopted on \_\_\_\_\_, 20[\_\_\_], by the Common Council of the City (the "Resolution"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of November \_\_, 2024 by and between the City, Developer, and the Redevelopment Authority of the City of Sheboygan, Wisconsin (the "Development Agreement"). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Developer Property and appropriated by the City's Common Council to the payment of this MRO (the "Revenues"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

**EXHIBIT G**

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal shall be payable on the next Payment Date until *the earlier of:* (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "Final Payment Date" is October 31, 2051.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 7.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed *the lesser of:*

- (a) Six Million Six Hundred Fifty Thousand Dollars (\$6,650,000.00) and
- (b) The sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 7.1, 7.3 and 15.1 of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

**THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.**

EXHIBIT G

[ ] This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin. [ ]

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth in the Development Agreement. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Sheboygan has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

**CITY OF SHEBOYGAN**

[ ]

By: [ EXHIBIT ]  
Name: \_\_\_\_\_, City Mayor

(SEAL)

Attest: [ EXHIBIT ]  
Name: \_\_\_\_\_, City Clerk

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

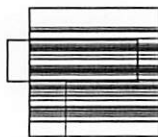


EXHIBIT G

[ ]



**Schedule 1**

**Payment Schedule**

Subject to the City's actual receipt and appropriation of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City's right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<b>Payment Date</b>	<b>Payment Amount</b>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
October 31, 2043	\$ _____
October 31, 2044	\$ _____
October 31, 2045	\$ _____
October 31, 2046	\$ _____
October 31, 2047	\$ _____
October 31, 2048	\$ _____
October 31, 2049	\$ _____
October 31, 2050	\$ _____
October 31, 2051	\$ _____
<b>Total</b>	<b>Up to \$6,650,000.00</b>

**EXHIBIT G**

**REGISTRATION PROVISIONS**

This MRO shall be registered in registration records kept by the Clerk of the City of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [City Clerk]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT G**

**EXHIBIT H**

**Members of Developer**

**MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

- (1) Riverview District HoldCo, LLC (100%)

EXHIBIT H

Document comparison by Workshare 10.0 on Wednesday, October 30, 2024 4:24:44 PM

Input:	
Document 1 ID	iManage://VONBRIESENDMS/VONBRIESENDB/40837726/12
Description	#40837726v12<VONBRIESENDB> - 2024-10-29 Tax Incremental District Development Agreement (TID #21 - Mayline) - NEAR FINAL DRAFT
Document 2 ID	C:\Users\bwinters\AppData\Local\Temp\Workshare\tmpEC0A\2024-10-30 Tax Incremental District Development Agreement (TID #21 - Mayline) - EXECUTION VERSION.docx
Description	C:\Users\bwinters\AppData\Local\Temp\Workshare\tmpEC0A\2024-10-30 Tax Incremental District Development Agreement (TID #21 - Mayline) - EXECUTION VERSION.docx
Rendering set	Standard

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Format change	
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Deleted cell	

Moved cell	
Split/Merged cell	
Padding cell	

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	Count
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Moved to	0
Style change	0
Format changed	0
Total changes	42

**CITY OF SHEBOYGAN  
R. C. 162-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 118-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Lease Agreement with Shar, Inc. regarding the property at 930 North 8th Street, Sheboygan, Wisconsin; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 118-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**NOVEMBER 11, 2024.**

A RESOLUTION authorizing entering into a First Amendment to Lease Agreement with Shar, Inc. regarding the property at 930 North 8th Street, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between Shar, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE CITY OF SHEBOYGAN AND SHAR, INC.**

This First Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sheboygan ("Landlord"), and Shar, Inc., a Wisconsin corporation ("Tenant"), (collectively, the "Parties").

**RECITALS**

- A. The Parties entered into a Lease Agreement dated on the 6th day of September 2024 (the "Original Lease Agreement") with respect to certain lands described therein.
- B. Tenant has asked the Landlord to amend the Original Lease Agreement so as to allow restaurant operations to continue into the new year, and the Landlord is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Lease Agreement as follows:

1. As to the restaurant portion of the premises only, the Lease will expire on February 28, 2025.
2. Tenant shall pay the sum of \$2,000.00 as payment of the rent due for the extended term at the execution of this document.
3. The Landlord, upon request of the Tenant, will provide reasonable access to the Tenant to remove property (including hotel furniture) from the hotel portion of the property after December 1, if such access can be made with safety. However, the Landlord cannot provide any guarantee as to the condition of property remaining in the property after December 1, and has the right to remove and dispose of such property as needed for the Landlord's use of the hotel portion of the property at its sole discretion. The Landlord shall not be responsible in any way to the Tenant for such property remaining in the hotel portion of the property on or after December 1, 2024.
4. The remaining terms of the Original Lease Agreement, including the Tenant's responsibility to have all persons occupying the premises as hotel guests vacated from the property by December 1, 2024, shall remain in full effect through the February 28, 2025 expiration date. Tenant shall maintain insurance and pay utilities related to the premises per the Original Lease Agreement. The parties recognize that there is but one meter for each portion of the property, but the Landlord has no need for utilities and will not be using such utilities, so the Tenant shall remain responsible for utility bills it receives through the February 28, 2025 expiration date.



5. Tenant agrees that the City shall have full access to the portion of the premises in order to prepare for demolition beginning December 1, 2024. Tenant shall not unreasonably withhold access to representatives and agents of the City to the restaurant premises upon request, provided however, that such access shall not interfere with the operations of the restaurant.

6. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to leases made and wholly performed within such state.

7. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

8. No Other Changes. Except as otherwise specifically set forth herein, all other terms and conditions of the Original Lease Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year first above written.

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

Attest: \_\_\_\_\_  
Meredith De Bruin, City Clerk

SHAR, INC.

By: \_\_\_\_\_  
Jetmir Ameti, President

**CITY OF SHEBOYGAN  
R. C. 168-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**NOVEMBER 18, 2024.**

Your Committee to whom was referred R. O. No. 82-24-25 by Board of Marina, Parks and Forestry and Res. No. 111-24-25 by Alderpersons Dekker and Ramey approving a Fountain Park Conceptual Design Plan; recommends adopting filing the R. O. and adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 111-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**NOVEMBER 4, 2024.**

A RESOLUTION approving a Fountain Park Conceptual Design Plan.

WHEREAS, City staff has worked with Parkitecture + Planning, of Madison, Wisconsin, to prepare a conceptual design plan for Fountain Park in order to guide the City with future development of the park; and

WHEREAS, as part of the conceptual design plan process, several meetings took place with relevant stakeholders, including interested members of the general public and community groups that use the park on a regular basis; and

WHEREAS, as a result of all of the feedback from the relevant stakeholders, as well as structural deterioration of park infrastructure, the attached Fountain Park Conceptual Design Plan was prepared.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the attached Fountain Park Conceptual Design Plan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# City of Sheboygan



File: V:\24.010 Sheboygan Fountain Park\CAD\Images - Preferred.dwg Layout: Cover User: parki Plotted: Oct 25, 2024 - 2:13pm

# Fountain Park Conceptual Design Plan

Project Name:  
**SHEBOYGAN FOUNTAIN PARK**  
1010 N. 8th STREET  
SHEBOYGAN, WI 53081

Sheet Title:  
**TITLE PAGE**

Revisions:

Project #: 24.010  
Issued For: Review  
Date: 10/25/2024

Sheet Number  
**T 1** 280



# Goals & Themes



Improve identity and purpose



Address aging infrastructure



Enhance market functionality



Activate Park year-round



Accommodate all user groups



Attract young professionals



Improve access, circulation and connectivity



Provide Amenities



Beautify and upgrade landscape

File: V:\24.010\_Sheboygan\_Fountain\_Park\CAD\Images - Preferred.dwg Layout: Goals & Themes User: parki Plotted: Oct 25, 2024 - 2:13pm



# Plan Features



Interactive water play



Non-traditional play feature



Traditional fountain



Enhanced market space



Shaded market structure



Support building



Contemporary amphitheater



Ice ribbon



Event lawn

File: V:\24.010\_Sheboygan\_Fountain\_Park\CAD\Images - Preferred.dwg Layout: Plan\_Features User: parki Plotted: Oct. 25, 2024 - 2:14pm

Revisions:

Project #: 24.010  
 Issued For: Review  
 Date: 10/25/2024

Sheet Number  
**P 282**



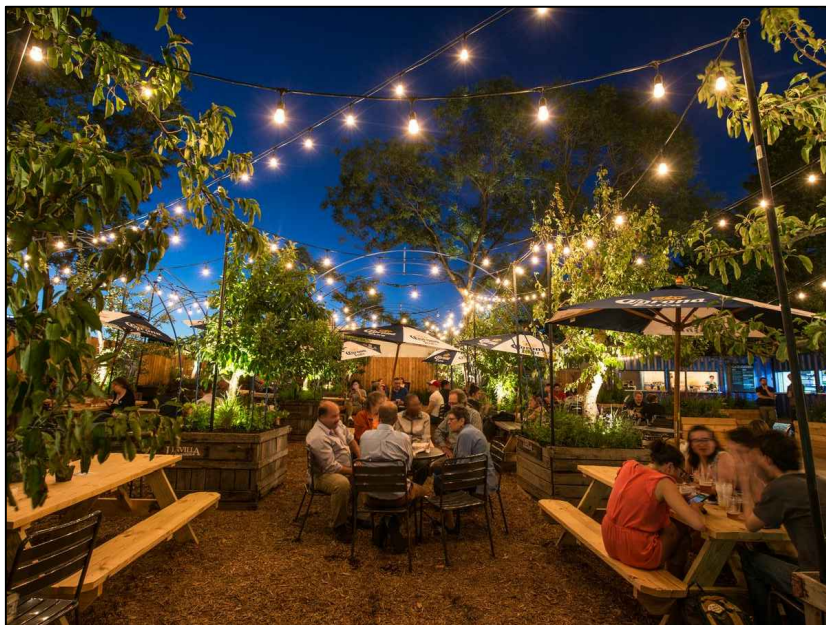
# Plan Features



Seating nodes



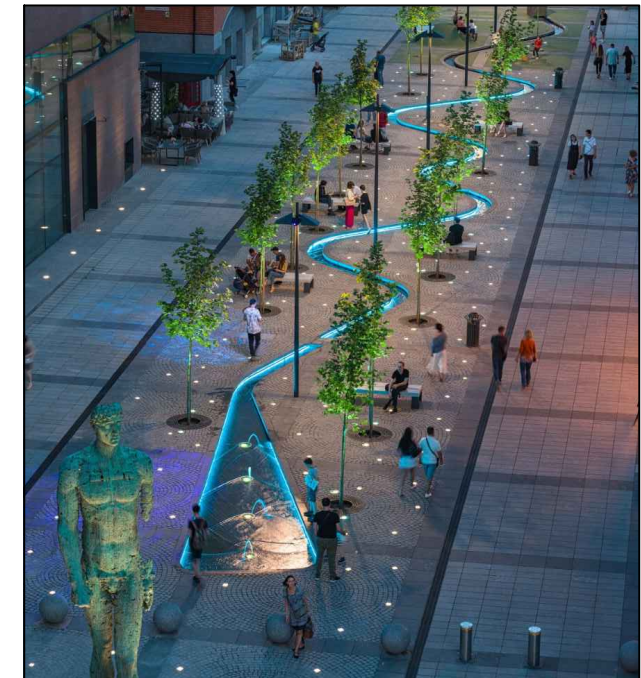
Plaza space



Food and drink areas



Lighting

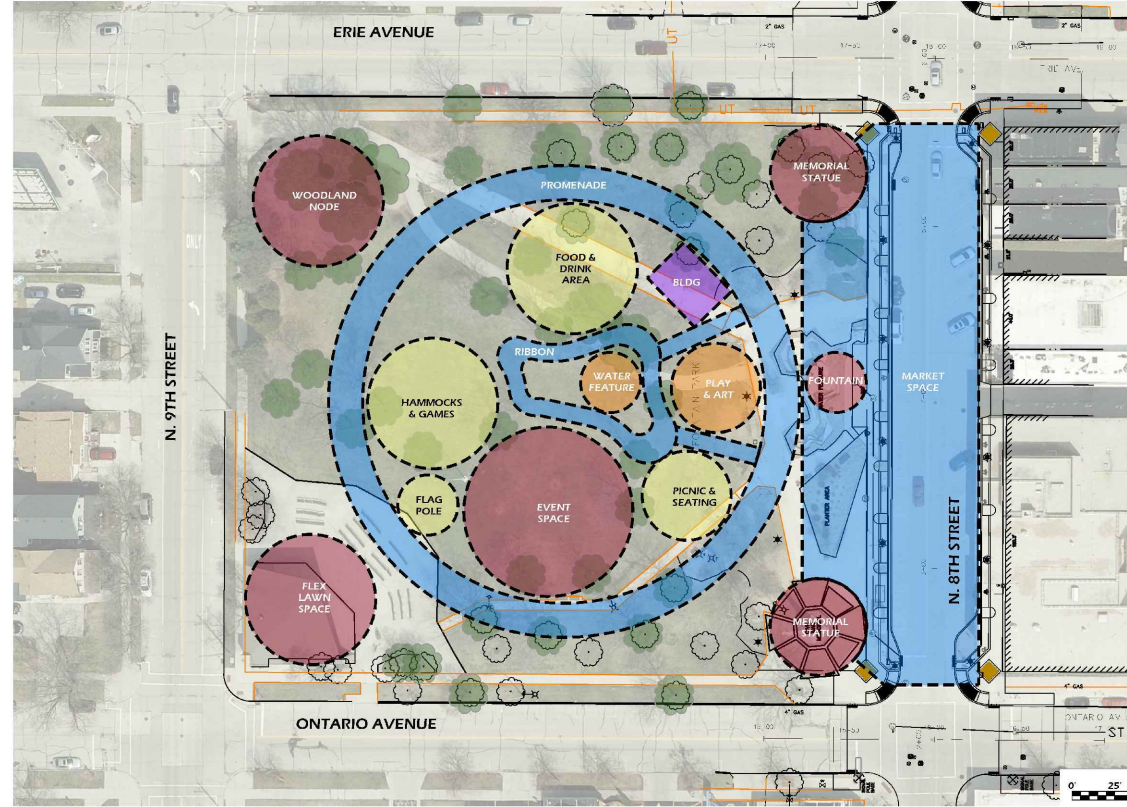


Lighting



# Concept Development

## Bubble Concept - Ring



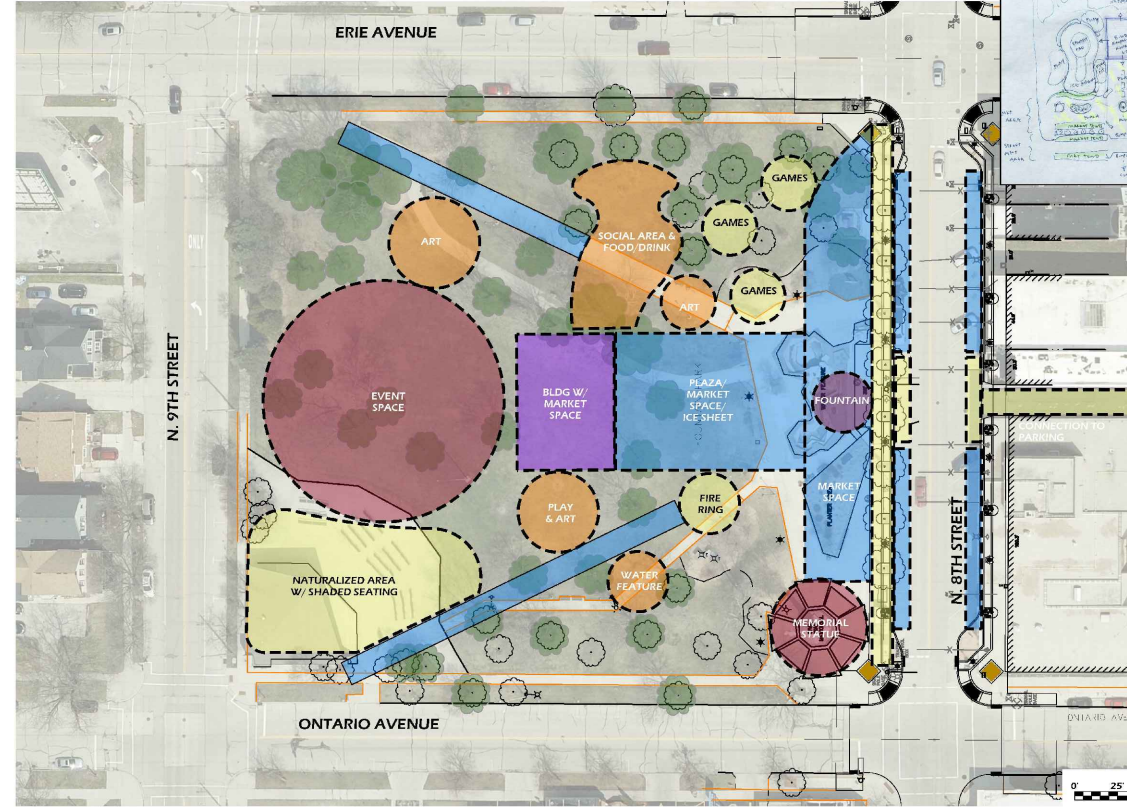
**PARKITECTURE + PLANNING**  
 901 Deming Way, Suite 201  
 Madison, WI 53717  
 608.203.8203

**SHEBOYGAN FOUNTAIN PARK**  
 1010 N. 8th Street  
 SHEBOYGAN, WI 53081

Project # 24.010  
 Issued For: Review  
 Date: 07/10/2024

Sheet Number: **C-1**

## Bubble Concept - Triangle



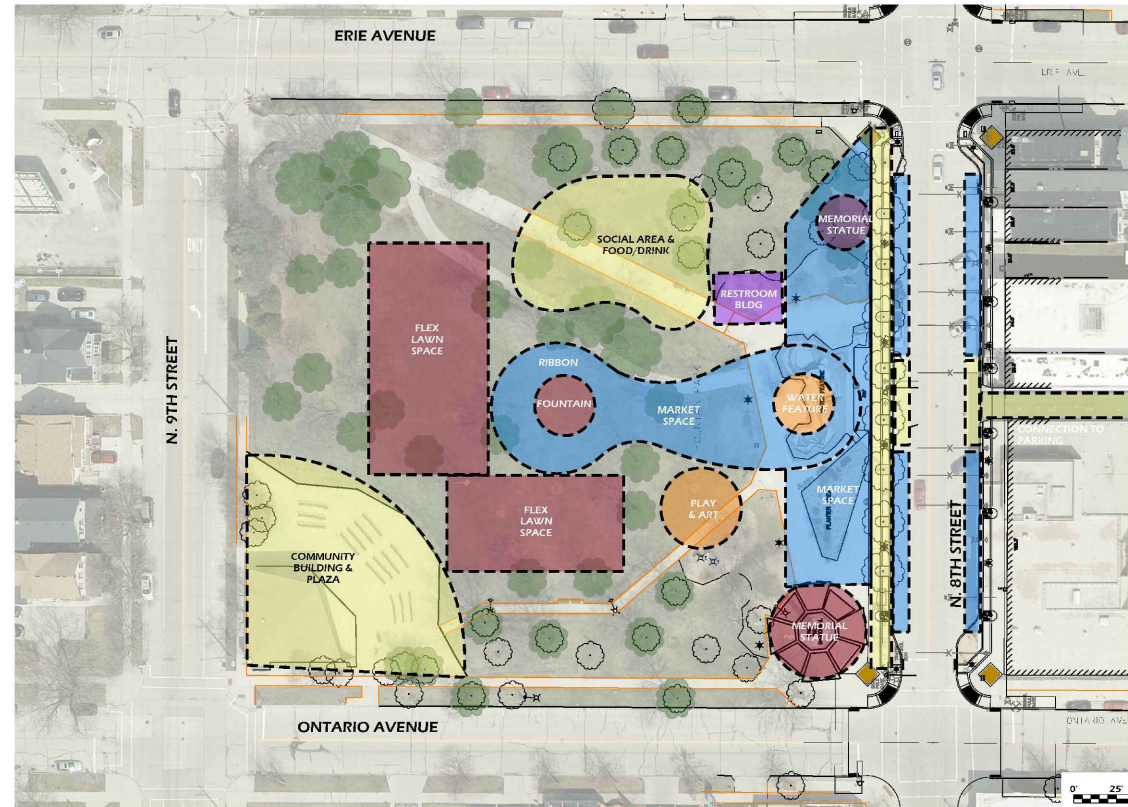
**PARKITECTURE + PLANNING**  
 901 Deming Way, Suite 201  
 Madison, WI 53717  
 608.203.8203

**SHEBOYGAN FOUNTAIN PARK**  
 1010 N. 8th Street  
 SHEBOYGAN, WI 53081

Project # 24.010  
 Issued For: Review  
 Date: 07/10/2024

Sheet Number: **C-2**

## Bubble Concept - Tee



**PARKITECTURE + PLANNING**  
 901 Deming Way, Suite 201  
 Madison, WI 53717  
 608.203.8203

**SHEBOYGAN FOUNTAIN PARK**  
 1010 N. 8th Street  
 SHEBOYGAN, WI 53081

Project # 24.010  
 Issued For: Review  
 Date: 07/10/2024

Sheet Number: **C-3**

Exhibits Shown at July 10, 2024 PIM

File: V:\24.010\_Shebovgan Fountain Park\CAD\Images - Preferred.dwg Layout: Concept\_Development User: parki Plotted: Oct 25, 2024 - 2:14pm



# Public Process

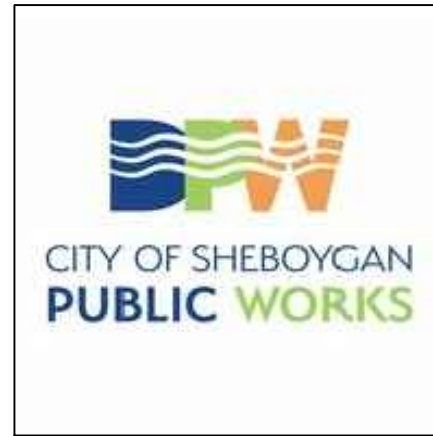
## Primary Stakeholder Interviews - June 10-11, 2024



Sheboygan County Interfaith Organization / Farmers Market



Sheboygan Pops Concert Band



City of Sheboygan Parks and Forestry Staff & Transportation Staff



Harbor Centre Business District



Visit Sheboygan

## Public Information Meeting (PIM) - July 10, 2024



File: V:\24.010 Sheboygan Fountain Park\CAD\Images - Preferred.dwg Layout: Public Process User: parkj Plotted: Oct 25, 2024 - 2:14pm

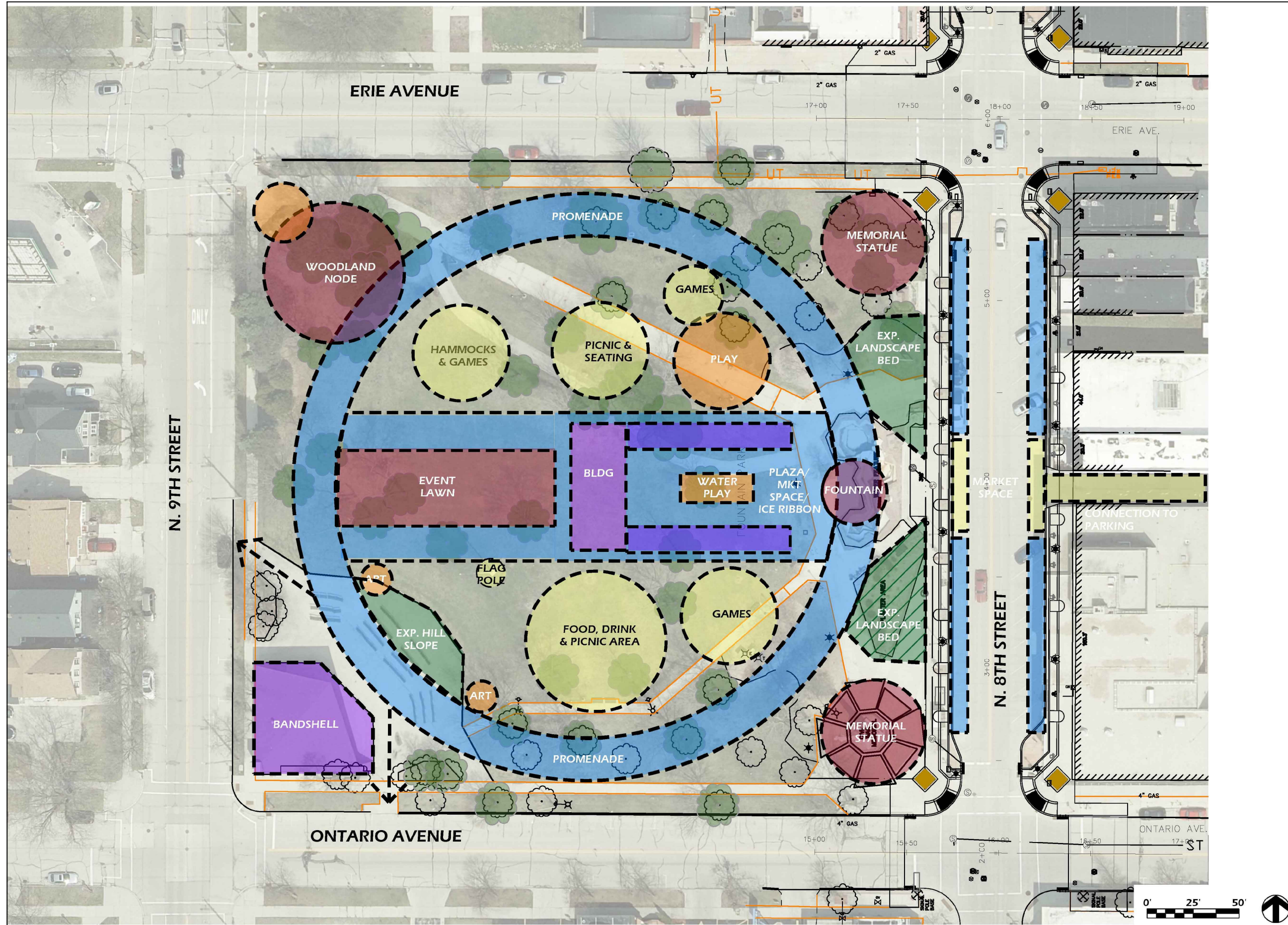
Project Name:  
**SHEBOYGAN FOUNTAIN PARK**  
1010 N. 8th STREET  
SHEBOYGAN, WI 53081  
Sheet Title:  
**PUBLIC PROCESS**

Revisions:


Project #: 24.010  
Issued For: Review  
Date: 10/25/2024  
Sheet Number  
**P** 285



# Preferred Concept: Ring



File: V:\24.010\_Sheboygan\_Fountain\_Park\CAD\Images - Preferred.dwg Layout: Concept\_Refinement User: parki Plotted: Oct 25, 2024 - 2:15pm



# Concept Refinement & Renderings

File: V:\24.010\_Sheboygan\_Fountain\_Park\CAD\Images - Preferred.dwg Layout: Concept Refinement (2) User: parki Plotted: Oct 25, 2024 - 2:18pm



- |                       |                     |  |
|-----------------------|---------------------|--|
| 1 ALLEY ACCESS        | 6 FOOD TRUCK ACCESS | 11 ART / PLAY NODE                     |
| 2 NEW FOUNTAIN        | 7 NEW BUILDING      | 12 MARKET PROMENADE                    |
| 3 PLAZA               | 8 EVENT LAWN        | 13 RELOCATED / REDISIGNED WAR MEMORIAL |
| 4 GAMES NODE          | 9 NEW AMPHITHEATER  |  |
| 5 FOOD & DRINK GARDEN | 10 PICNIC NODE      |  |

Project Name: **SHEBOYGAN FOUNTAIN PARK**

1010 N. 8th STREET  
 SHEBOYGAN, WI 53081

Sheet Title: **CONCEPT REFINEMENT**

Revisions:

Project #: 24.010  
 Issued For: Review  
 Date: 10/25/2024

Sheet Number: **P-287**









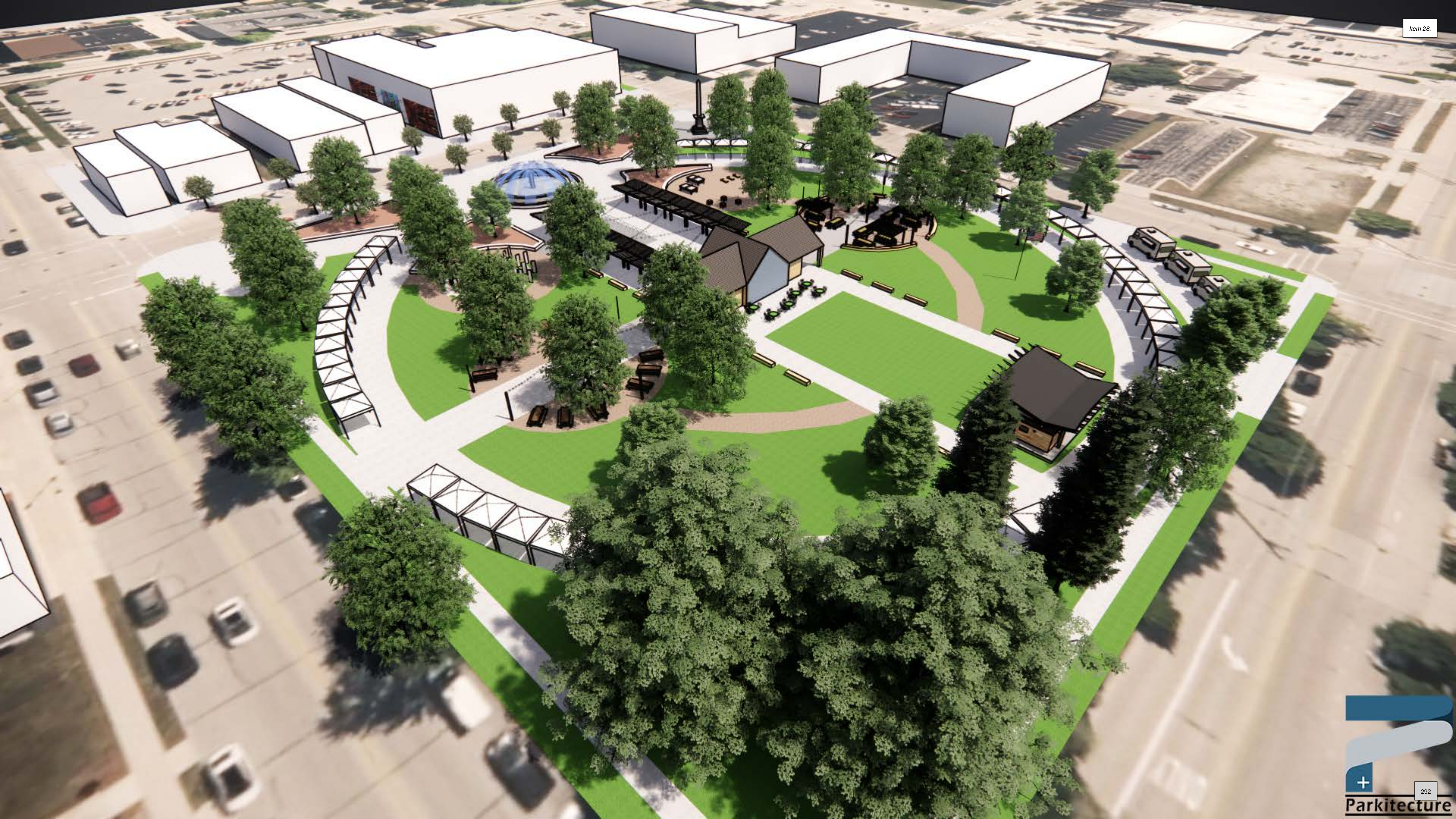
































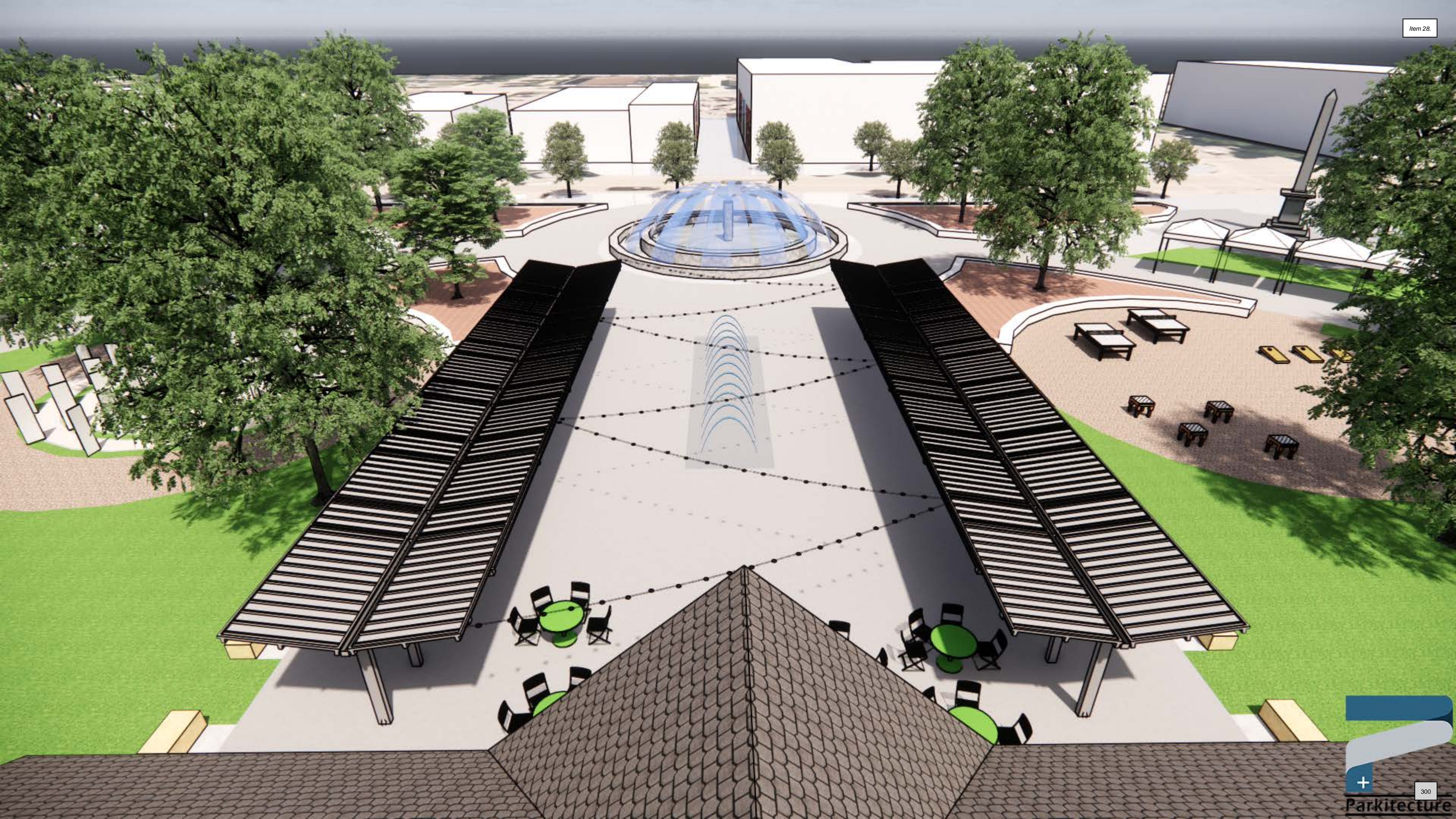








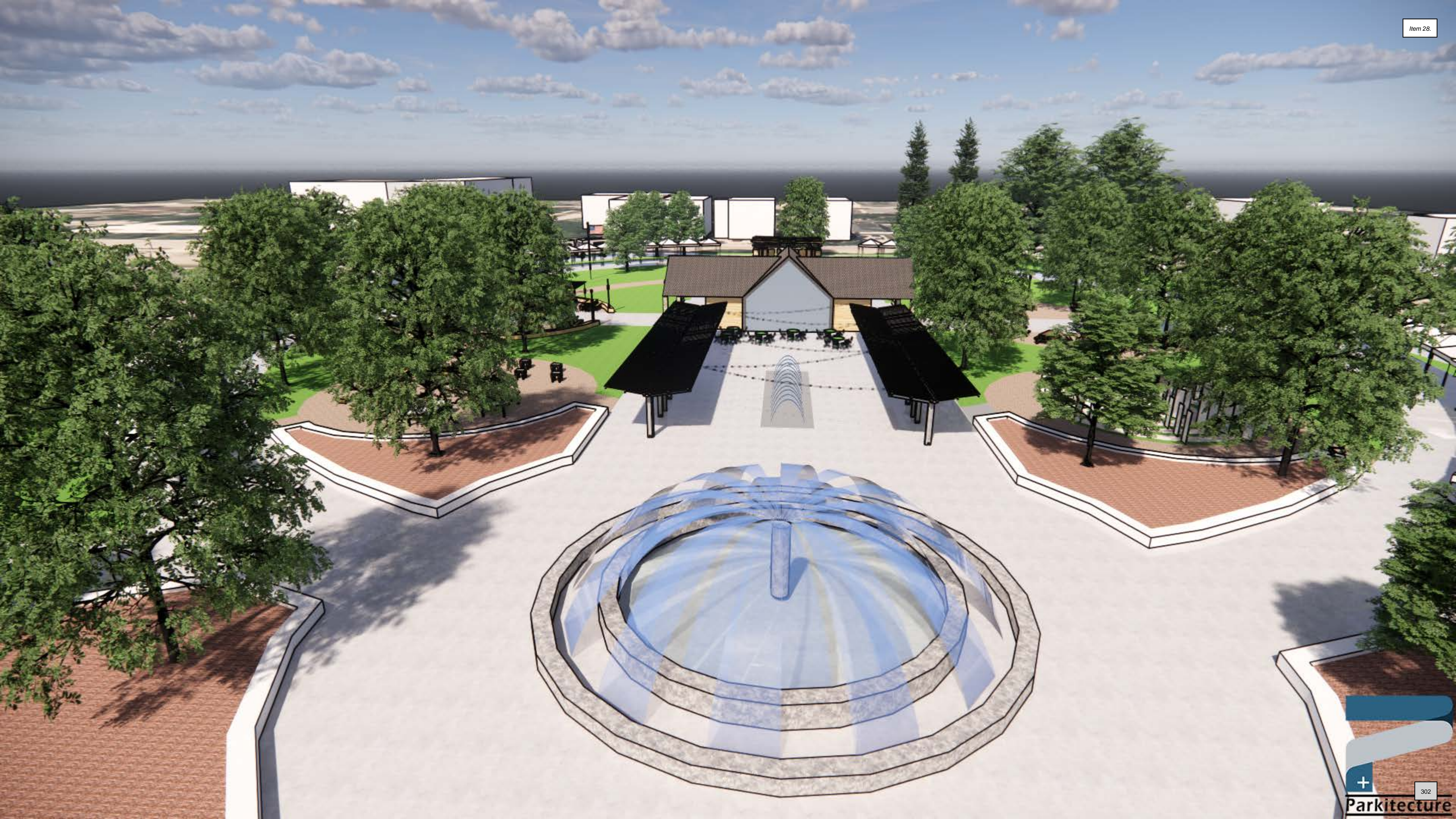




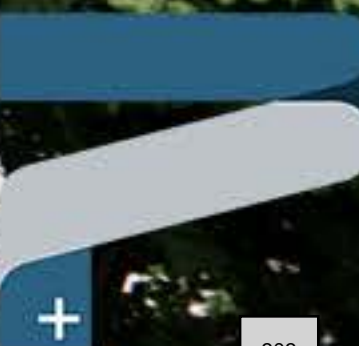
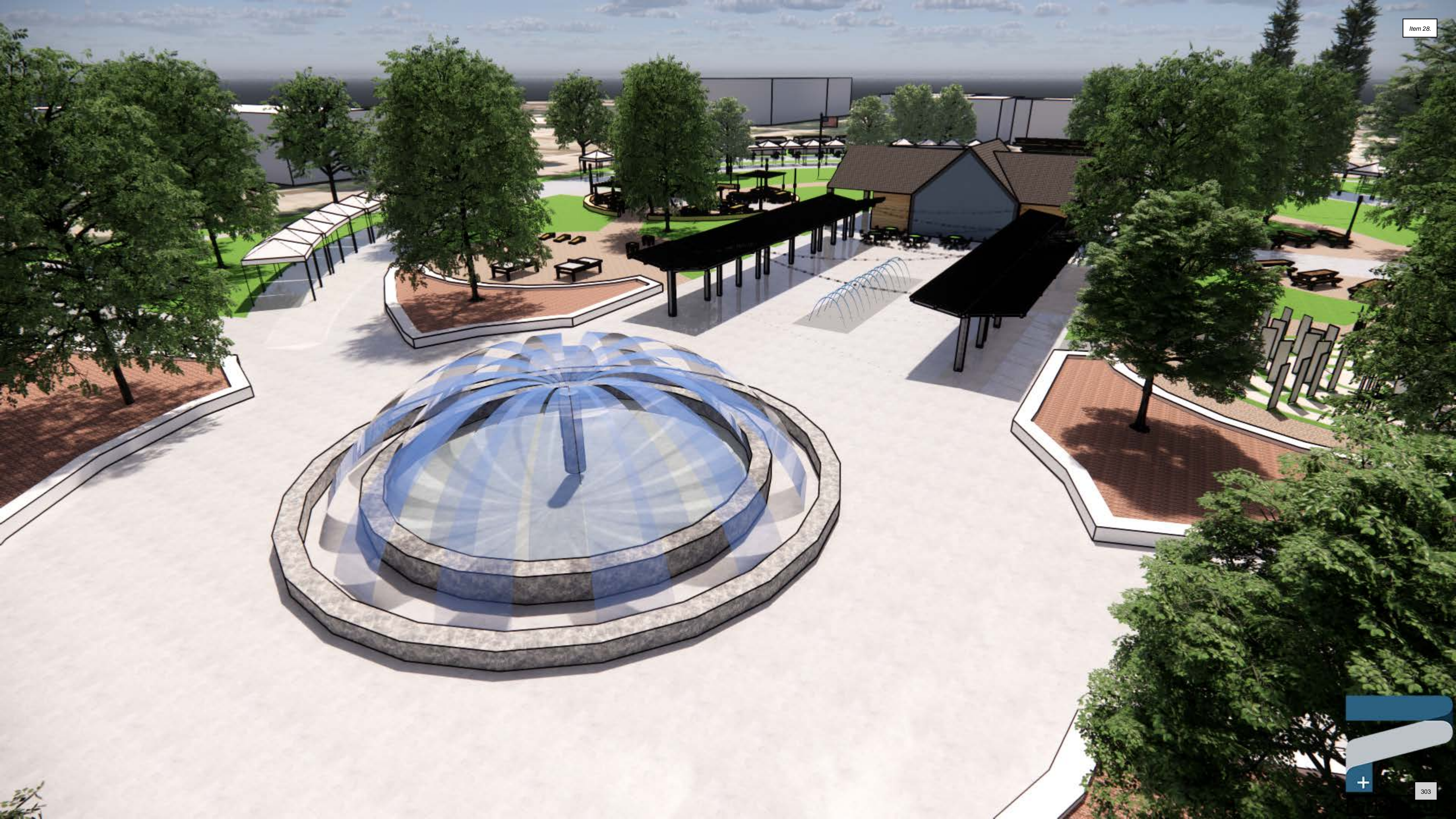




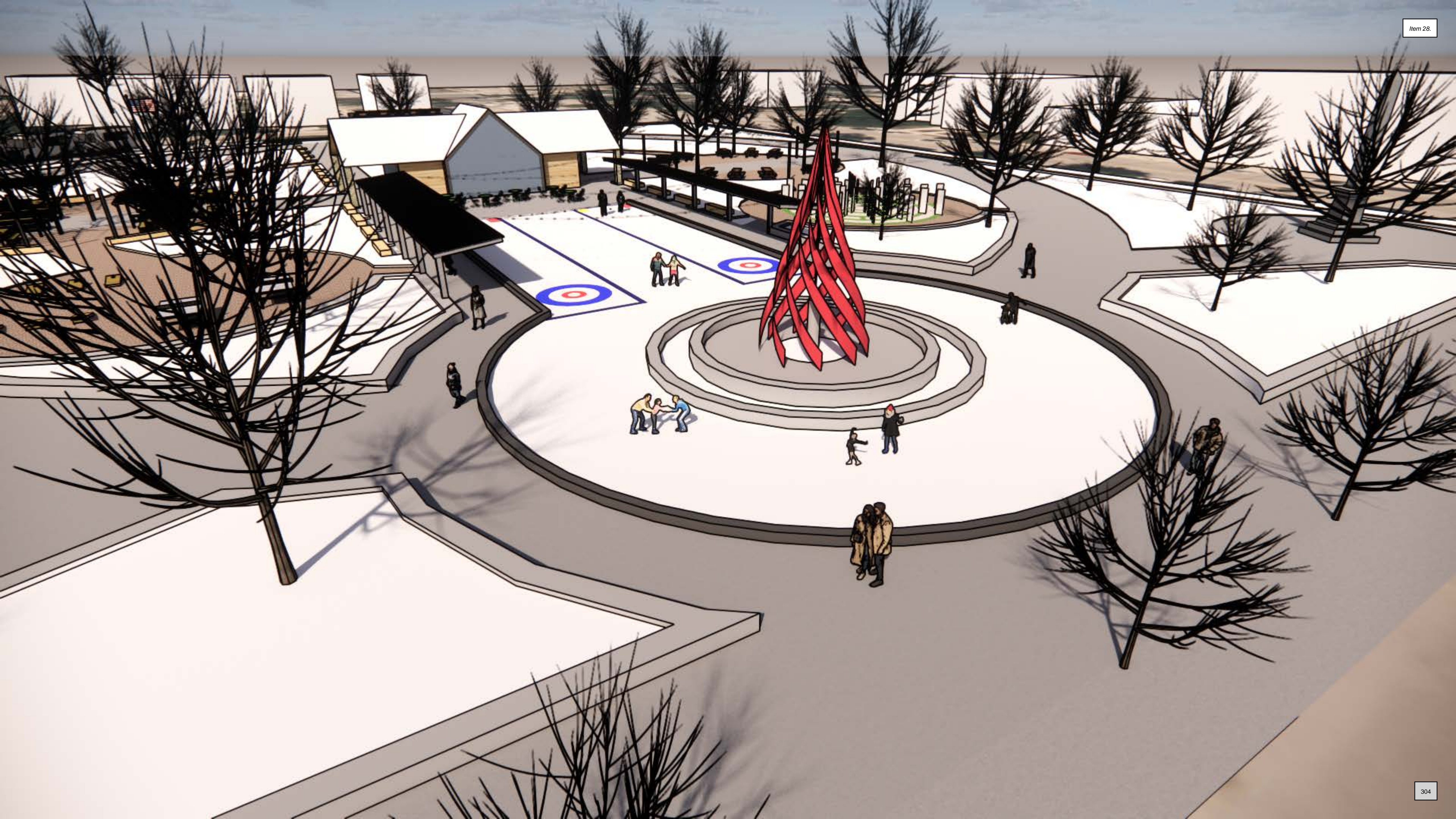


































**CITY OF SHEBOYGAN  
R. O. 82-24-25**

**BY BOARD OF MARINA, PARKS AND FORESTRY.**

**NOVEMBER 12, 2024.**

Your Board to whom reviewed the Fountain Park Conceptual Design Plan; recommends to Public Works Committee that the plan be approved.

CITY OF SHEBOYGAN  
ORDINANCE 25-24-25

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 18, 2024.

AN ORDINANCE amending Sections 54-397, 54-398, and 54-399 of the Sheboygan Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:** AMENDMENT “Sec 54-397, Categories of Users; Amounts; Reassignment” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-397 Categories of Users; Amounts; Reassignment

(a) *Category A.* Category A users of the city wastewater treatment system shall be subject to the following:

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Category A* means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 186 mg/L, suspended solids no greater than 468 mg/L, and total phosphates no greater than 7.70 mg/L.

2. Amount. The sewer service charge for Category A wastewater is as follows:
  - a. Fixed charge: ~~\$52.00 per quarter~~ \$57.00 per quarter.
  - b. Volume charge: ~~\$2.16~~ \$2.27 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the city wastewater treatment system shall be subject to the following:

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category B means wastewater having concentrations of biochemical oxygen demand greater than ~~187 mg/L~~ 227 mg/L, suspended solids greater than ~~468 mg/L~~ 385 mg/L, and phosphorous greater than ~~7.70 mg/L~~ 8.11 mg/L. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category



B charge will be based on a concentration of not less than ~~186 mg/L~~ 227 mg/L for BOD ~~mg/L~~ 385 mg/L for suspended solids, and ~~7.70 mg/L~~ 8.11 mg/L for phosphorous.

2. *Amount.* The sewer service charge for category B wastewater is as follows:
  - a. Fixed charge: ~~\$52.00~~ \$57.00 per quarter.
  - b. If billing is on a monthly basis: ~~\$17.33~~ \$19.00 per month.
  - c. Volume charge: ~~\$2.16~~ \$2.27 per 100 cubic feet.
  - d. Surcharge, total (per pound):
    1. BOD greater than ~~186 mg/L~~ 227 mg/L; ~~\$0.3441~~ \$0.3613.
    2. Suspended solids greater than ~~468 mg/L~~ 385 mg/L; ~~\$0.2029~~ \$0.2130.
    3. Phosphorous greater than ~~7.70 mg/L~~ 8.11 mg/L; ~~\$5.1479~~ \$5.3538.
3. *Computation.* The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/L in the wastewater
B <sup>R</sup>	=	Concentration of BOD in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
S <sup>R</sup>	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P <sup>R</sup>	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C <sup>V</sup>	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C <sup>B</sup>	=	Cost per pound of BOD
C <sup>S</sup>	=	Cost per pound of suspended solids
C <sup>P</sup>	=	Cost per pound of phosphorus
	=	Conversion factor
0.006 24		

- (c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.
- (d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:
  1. Samples collected shall be flow-proportional 24-hour composite samples.
  2. Sampling periods shall be two consecutive days during normal operation.
  3. Flow-weighted average may be used if data is presented.
  4. Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
  5. Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
  6. All data shall be submitted to the superintendent of the wastewater treatment plant.

**SECTION 2: AMENDMENT** “Sec 54-398 Categories of Users; Amounts; Reassignment For Other Municipalities” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-398 Categories of Users. Amounts; Reassignment for Other Municipalities

Other municipal users shall be charged pursuant to the guidelines established under this section

Table 2

		Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2		Town of Wilson Sanitary District	
						No. 1	No. 2
Fixed Charge		None	None	None	None	None	None
Volume Charge:							
	Volume	<del>0.6120</del> 0.648	<del>0.6120</del> 0.648	<del>0.6120</del> 0.648	<del>0.6120</del> 0.648	<del>0.6120</del> 0.648	<del>0.6120</del> 0.648
	Debt Retirement	<del>0.0680</del> 0.072	<del>0.0680</del> 0.072	<del>0.0680</del> 0.072	<del>0.0680</del> 0.072	<del>0.0680</del> 0.072	<del>0.0680</del> 0.072
	Total volume charge, Per 1,000 gallons	<del>0.800</del> 0.720	<del>0.800</del> 0.720	<del>0.800</del> 0.720	<del>0.800</del> 0.720	<del>0.800</del> 0.720	<del>0.800</del> 0.720
Surcharges (per pound)							
	BOD	<del>0.3441</del> 0.3613	<del>0.3441</del> 0.3613	<del>0.3441</del> 0.3613	<del>0.3441</del> 0.3613	<del>0.3441</del> 0.3613	<del>0.3441</del> 0.3613
	Suspended Solids	<del>0.2029</del> 0.2130	<del>0.2029</del> 0.2130	<del>0.2029</del> 0.2130	<del>0.2029</del> 0.2130	<del>0.2029</del> 0.2130	<del>0.2029</del> 0.2130
	Phosphorus	<del>5.1479</del> 5.3538	<del>5.1479</del> 5.3538	<del>5.1479</del> 5.3538	<del>5.1479</del> 5.3538	<del>5.1479</del> 5.3538	<del>5.1479</del> 5.3538

**SECTION 3: AMENDMENT** “Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

*Category C.* Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge: \$60.00 per 1,000 gallons.
- (b) Holding tank sewerage: \$15.00 per 1,000 gallons.
- (c) Portable toilet disposal charge: \$91.00 per 1,000 gallons.
- (d) Other hauled wastewater:
  - 1) *Sampling and characterizations.* Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorus, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
  - 2) *Amount.* The sewer service charge for other hauled wastewater is as follows:
    - a. Volume charge: ~~\$0.800~~ **\$0.720** per 1,000 gallons.
    - b. Surcharge, total (per pound):
      - 1. ~~\$0.3441~~ **\$0.3613** per pound of BOD.
      - 2. ~~\$0.2029~~ **\$0.2130** per pound of suspended solids.
      - 3. ~~\$5.1479~~ **\$5.3538** per pound of phosphorus.
  - 3) *Computation.* The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 section 54-397(b)(3) for definitions.

- a. Other hauled wastewater analysis data shall be applied to the formula set forth above.
- b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.
- c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plan based on the frequency of the hauled wastewater and the needs of the wastewater treatment plan.

**SECTION 4: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.



**SECTION 5: EFFECTIVE DATE** This ordinance shall be in effect from and after its passage and publication according to law and as of January 1, 2025.

Item 29.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_

\_\_\_\_\_

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



November 13, 2024

City Council Memo: **2025 Sewer Rate Summary**

By: Jordan Skiff, Wastewater Superintendent

At the November 26<sup>th</sup> Public Works Committee and December 2<sup>nd</sup> Common Council meetings, I am requesting approval of 2025 service charges for wastewater treatment. Rates are reviewed each autumn, considering expenses from the past year, the volume and characteristics of wastewater we treated this year, and budget elements for the following year. Adopting the 2025 rates involves an ordinance amendment, necessitating Council approval.

The proposed 2025 rates reflect an **8% increase** in charges for an average residential customer.

The table below breaks down various categories of charges, and shows that volume rates for City ratepayers and those of our satellite communities, and surcharges for customers whose wastewater is higher than domestic waste levels (i.e. that found in a typical household) for biological oxygen demand (BOD), phosphorus, nitrogen, and suspended solids. Average annual increases range from 0% to 4.6%.

Category	2021	2022	2023	2024	2025 (Proposed)
Fixed Charge (per month)	\$16.33	\$15.33	\$16.67	\$17.33	\$19.00
City Volume (per 100 ft <sup>3</sup> )	\$ 1.95	\$ 2.16	\$ 2.16	\$ 2.16	\$ 2.27
Contrib. Volume (per 100 ft <sup>3</sup> )	\$ 0.44	\$ 0.44	\$ 0.51	\$ 0.51	\$ 0.54
BOD (per pound)	\$0.296	\$0.398	\$0.344	\$0.344	\$0.3614
Susp. Solids (per pound)	\$0.207	\$0.195	\$0.203	\$0.203	\$0.2130
Phosphorus (per pound)	\$5.399	\$5.024	\$4.847	\$5.148	\$5.3538

While the proposed increases are due to projects and other expenses at the Plant itself, a very significant project is coming to fruition near the South Pointe business park. A \$23 million interceptor sewer is planned to be constructed next year to serve TID 23 (the former Gartman farm). City staff continue to work with Ehlers to fund this and other projects under the most advantageous terms possible. The revenues this development will generate make the interceptor a smart long-term investment for the City.

We have provided an update on these proposed rates to the satellite communities we serve, including the Village of Kohler, the City of Sheboygan Falls, and the Towns of Wilson and Sheboygan.

Please contact me at 920-459-0220 or [jordan.skiff@sheboyganwi.gov](mailto:jordan.skiff@sheboyganwi.gov) with any questions.

SHEBOYGAN REGIONAL  
WASTEWATER  
TREATMENT PLANT

3333 LAKESHORE DRIVE  
SHEBOYGAN, WI 53081

PHONE: 920.459.3464

WWW.SHEBOYGANWWTP.COM

**CITY OF SHEBOYGAN  
R. O. 79-24-25**

**BY CITY PLAN COMMISSION.**

**NOVEMBER 4, 2024.**

Your Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.



**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 20-24-25**

**BY ALDERPERSONS BELANGER AND LA FAVE.**

**OCTOBER 21, 2024.**

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1: AMENDMENT** Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan thereof and Use District Classification of the following described lands from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification:

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,  
WISCONSIN

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

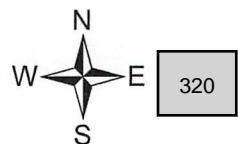
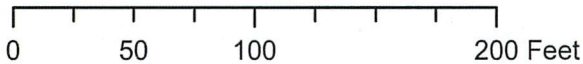
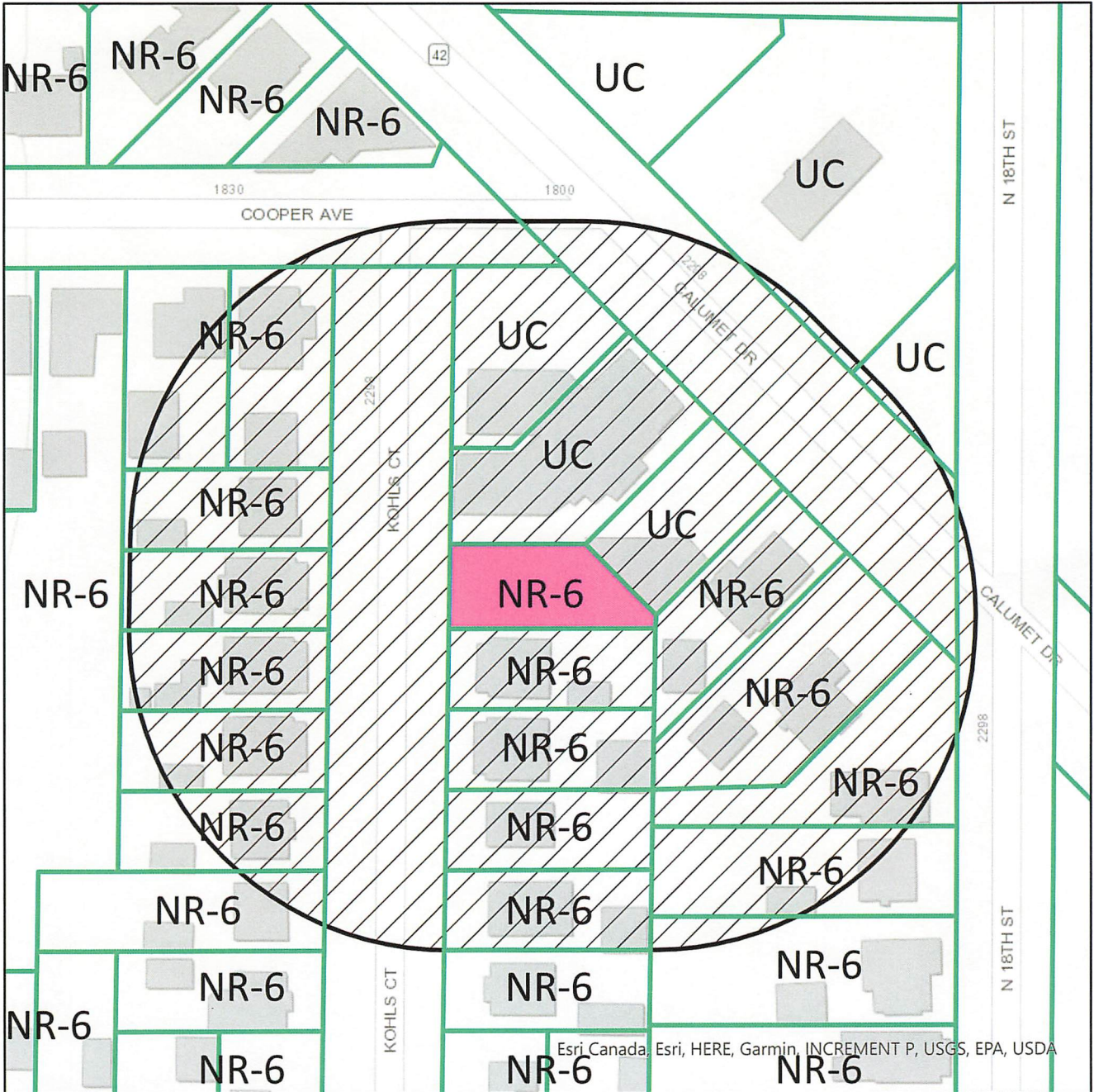
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.





**CITY OF SHEBOYGAN  
R. O. 73-24-25**

**BY CITY CLERK.**

**OCTOBER 21, 2024.**

Submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470.

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____ <span style="border: 1px solid black; padding: 2px;">Item 30.</span>
FILING FEE:	<b>\$200.00</b> (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
 (Requirements Per Section 105.996)  
 Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: PAO YANG PHONE NO.: (920) 254-5055  
 ADDRESS: 2258 Calumet Dr E-MAIL: trend.stylesalon@aatt.net  
 OWNER OF SITE: PAO YANG PHONE NO.: (920) 254-5055

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 2258 Calumet Dr  
 LEGAL DESCRIPTION: warehouse

PARCEL NO. 59281621470 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential-6 (NR-6)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Storage

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
coin operated laundry mat

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? \_\_\_\_\_

*It's not in any flood zone or wet land*

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: \_\_\_\_\_

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? *In area already zone for*

*commercial. There are structures on the property currently*



Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

majority of the warehouse is located on  
a commercial zone

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

[Signature]  
APPLICANT'S SIGNATURE

9/25/24  
DATE

PAO YANG  
PRINT ABOVE NAME

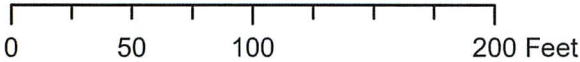
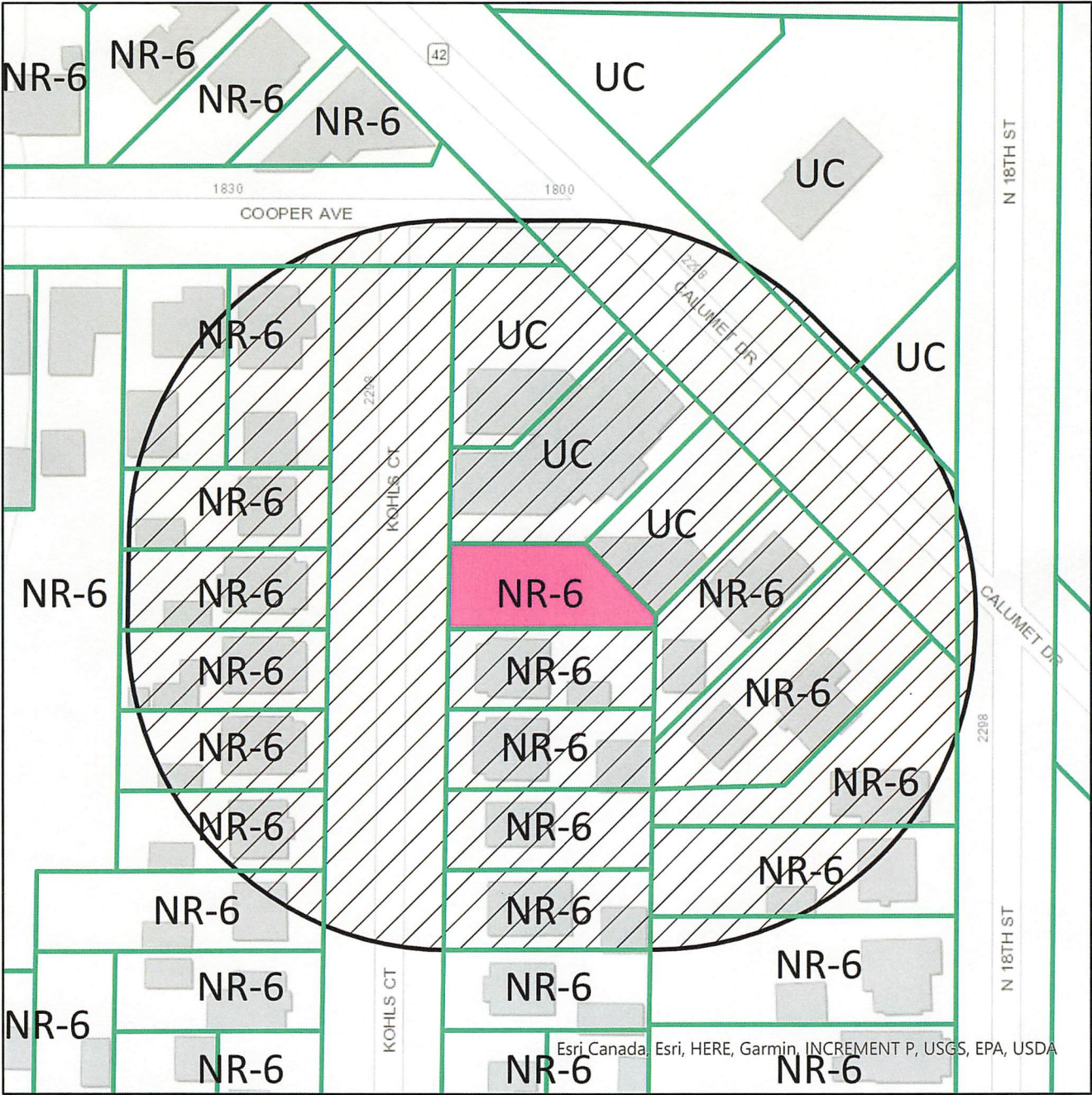
APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 241220

License No: 0000

Date: 10/10/2024

Received By: MKC

Received From: YANG SON, LLC DBA TREND STYLES SALON

Memo: REZONE

Method of Payment: \$200.00 Check No. 1171

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.