



TWENTY-FIRST REGULAR COMMON COUNCIL MEETING AGENDA

February 05, 2024 at 6:00 PM

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

"The future depends on what you do today." - Mahatma Gandhi

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.

Notice of the 21st Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, February 05, 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

Twentieth Regular Council Meeting held on January 15, 2024

4. Resignation

Kenneth King from the Citizens Board of Review effective immediately.

5. Resignation

Jackie Erdman from the Harbor Centre BID Board of Directors and Committees effective immediately.

6. Presentation

American Powerboat Association 2023 Best Site Award presented to Mayor on behalf of Powerboat P1 Advisor, Stuart Halley.

7. Public Forum

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

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

- [10.](#) R. O. No. 98-23-24 by City Clerk pursuant to R. O. No. 86-23-24 granting license no. 3626 (Suma Brothers, Inc.) for a “Class B” Liquor license, wishes to report that per a phone conversation on January 16, 2024, the deal to acquire the business located at 2504 Calumet Drive “fell through”. The “Class B” Liquor license will remain with Calumet Diner, Inc. (License no. 2192).
- [11.](#) R. O. No. 104-23-24 by Board of License Examiners submitting application for Building Contractor Licenses already granted.
- [12.](#) R. O. No. 107-23-24 by City Clerk submitting a letter from the Department of Administration stating that the Van Horn Properties of Sheboygan LLC Annexation was reviewed and found to be in the public interest.
- [13.](#) R. O. No. 97-23-24 by Board of Water Commissioners submitting the Boards' report on the Water Utility for the fourth quarter of 2023.
- [14.](#) R. C. No. 183-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 81-23-24 by City Clerk submitting a claim from David Andrews for alleged damages to vehicle when it struck a manhole cover; recommends filing the claim.
- [15.](#) R. C. No. 184-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 90-23-24 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 October 1, 2023 and ending December 31, 2023; recommends filing the report.
- [16.](#) R. C. No. 185-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 91-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023.; recommends filing the report.
- [17.](#) R. C. No. 186-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 89-23-24 by the City Clerk submitting various license applications; recommends granting the applications contingent upon clerk approval of the premises description.
- [18.](#) R. C. No. 189-23-24 by Finance and Personnel Committee to whom was referred Res. No. 142-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024; recommends adopting the Resolution.
- [19.](#) R. C. No. 190-23-24 by Finance and Personnel Committee to whom was referred Res. No. 143-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan’s general ledger as of December 31, 2023; recommends adopting the Resolution.

REPORT OF OFFICERS

- [20.](#) R. O. No. 99-23-24 by City Plan Commission to whom was referred R. O. No. 96-23-24 by City Clerk and Gen. Ord. No. 35-23-24 by Alderperson Ramey annexing territory to the City of Sheboygan, Wisconsin (1.75 acres – Parcel No. 59024351652); recommends filing the R. O. and adopting the Ordinance.
- [21.](#) R. O. No. 102-23-24 by City Clerk submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC). REFER TO FINANCE AND PERSONNEL COMMITTEE

- [22.](#) R. O. No. 101-23-24 by City Clerk submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) R. O. No. 100-23-24 by City Clerk submitting a claim from Alex Xiong for alleged damages to vehicle caused by a snow plow. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [24.](#) R. O. No. 103-23-24 by City Clerk submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) R. O. No. 105-23-24 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located west of/and including 3512 Wilgus Avenue (Parcel Nos. 59281215833 and 59281215827). REFER TO CITY PLAN COMMISSION
- [26.](#) R. O. No. 106-23-24 by City Administrator Casey Bradley submitting a communication from City Administrator Casey Bradley to Mayor Ryan Sorenson and Common Council members providing background information on the proposed development agreement between the City of Sheboygan and Malibu Apartments, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [27.](#) Res. No. 152-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [28.](#) Res. No. 146-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Tax Incremental District Development Agreement with Malibu Apartments, LLC for the development of the former Kite Beach site located at 1403-1435 South 7th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [29.](#) Res. No. 147-23-24 by Alderpersons Dekker and Rust authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change. REFER TO PUBLIC WORKS COMMITTEE
- [30.](#) Res. No. 149-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1211 North 23rd Street (Parcel No. 59281206682) from Aurora Medical Group Inc. for future use by the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [31.](#) Res. No. 148-23-24 by Alderpersons Dekker and Rust authorizing the Superintendent of Parks and Forestry to take necessary actions to receive a grant from Fund for Lake Michigan for the Maywood and Evergreen Parks Water Quality Improvement project. REFER TO PUBLIC WORKS COMMITTEE
- [32.](#) Res. No. 150-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into contract with Norcon Corporation for the rehabilitation of the aeration basins at the City of Sheboygan Wastewater Treatment Facility. REFER TO PUBLIC WORKS COMMITTEE
- [33.](#) Res. No. 151-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to enter into a Clinical Affiliation Agreement Between the Grafton Fire Department and the City of Sheboygan Fire Department for purposes of education and clinical experience of the Grafton Fire Department paramedics. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- [34.](#) Res. No. 153-23-24 by Alderpersons Salazar and Felde authorizing acceptance of the 2024 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2024 budget for grant funds received. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- [35.](#) R. C. No. 187-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 36-23-24 by Alderpersons Dekker and Rust amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront; recommends adopting the Ordinance with amendments outlined in attached memo by City Attorney Adams.
- [36.](#) R. C. No. 188-23-24 by Public Works Committee to whom was referred Res. No. 144-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan; recommends adopting the Resolution.
- [37.](#) R. C. No. 191-23-24 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 145-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to sign the January 1, 2023 -December 31, 2025 Contract between the City of Sheboygan and Amalgamated Transit Union Local 998; recommends adopting the Resolution.

GENERAL ORDINANCES

- [38.](#) Gen. Ord. No. 37-23-24 by Alderperson Ramey amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located west of 3512 Wilgus Avenue - Parcel No. 59281215833 from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification. REFER TO CITY PLAN COMMISSION
- [39.](#) Gen. Ord. No. 38-23-24 by Alderperson Ramey amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located at 3512 Wilgus Avenue - Parcel No. 59281215827 from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification. REFER TO CITY PLAN COMMISSION
- [40.](#) Gen. Ord. No. 39-23-24 by Alderpersons Dekker, Salazar, and Mitchell amending the City's Planned Unit Development (PUD) process so as to streamline it and make it more user friendly. REFER TO CITY PLAN COMMISSION
- [41.](#) Gen. Ord. No. 40-23-24 by Alderpersons Salazar and Felde amending various provisions of the municipal code related to open burning so as to create additional regulation of open burning within the City, including regulations allowing additional forms of open burning so long as such forms are safe and approved by the fire department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

CLOSED SESSION

- [42.](#) *Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive and bargaining sessions require a closed session, related to the following: 1) potential development, land purchase, and incentives involving redevelopment in the downtown areas; 2) development updates regarding Tax Incremental District 23.*

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

43. 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

TWENTIETH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, January 15, 2024

OPENING OF MEETING

1. Roll Call

Alders present: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.
Alders excused: Felde, Ramey, and Ackley – 3.

2. Pledge of Allegiance

Led by Cub Scout Pack 3804

3. Approval of Minutes

Nineteenth Regular Council Meeting held on January 2, 2024

MOTION TO APPROVE

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

4. Resignations

Geralynn Leannah and Kelsey Bird from the Sheboygan Sustainable Task Force effective immediately.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

7. 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 Salazar.

Before action was taken,

Motion to remove item #15 from the consent agenda (no objection) and refer it to the Licensing, Hearings, and Public Safety Committee

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

On original motion,

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

Item 3.

8. R. C. No. 171-23-24 by Finance and Personnel Committee to whom was referred R. C. 213-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 124-22-23 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

9. R. C. No. 173-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 60-23-24 by City Clerk submitting a Summons and Complaint in the matter of Citibank, N.A. vs. The Estate of Rae R. Pape, Deceased et al; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

10. R. C. No. 174-23-24 by Public Works Committee to whom was referred Res. No. 119-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to file an application with Wisconsin Emergency Management (WEM) for a Hazard Mitigation Grant Program (HMGP) to protect the wastewater infrastructure of the City of Sheboygan, specifically the sewer system interceptor; to execute documents necessary to accept grant funds; to designate the Director of Public Works as the City's Authorized Representative; and designating \$1,788,962.53 of local matching as required by the program; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

11. R. C. No. 176-23-24 by Public Works Committee to whom was referred Res. No. 134-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Altec Inc. high-reach bucket truck and accessories for the Department of Public Works; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

12. R. C. No. 175-23-24 by Public Works Committee to whom was referred Res. No. 131-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Volvo ECR145EL Crawler Excavator with Bucket and Trailer accessories for the Department of Public Works; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

13. R. C. No. 177-23-24 by Public Works Committee to whom was referred Res. No. 136-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a 2024 Toro Groundsmaster wide-area mower and accessories for the Department of Public Works; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

14. R. C. No. 179-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 86-23-24 by the City Clerk submitting a license application (Suma Brothers Inc.); recommends granting the application.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

15. R. C. No. 180-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 89-23-24 by the City Clerk submitting various license applications; recommends granting the applications.

REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

16. R. C. No. 182-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 132-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the documents necessary to purchase a new Pierce Manufacturing Quint Engine for the Sheboygan Fire Department; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

REPORT OF OFFICERS

17. R. O. No. 90-23-24 by Police Chief Chisthopher 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 October 1, 2023 and ending December 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
18. R. O. No. 91-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
19. R. O. No. 92-23-24 by City Clerk submitting a claim from Eric Bubb for alleged damages to his home from sewage water. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. R. O. No. 93-23-24 by City Clerk submitting a claim from Charter/Spectrum for alleged damages to their aerial facilities due to a City backhoe excavating the road. REFER TO FINANCE AND PERSONNEL COMMITTEE

21. R. O. No. 94-23-24 by City Clerk submitting a claim from Harbor Winds Hotel for alleged overstatement of personal property tax. REFER TO FINANCE AND PERSONNEL COMMITTEE
22. R. O. No. 95-23-24 by City Clerk submitting a Summons and Complaint in the matter of WellsFargo bank, N.A. vs. Estate of Robert W. Schultz c/o James Mulligan, Special Administrator of the Estate et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 96-23-24 by City Clerk submitting a communication from Van Horn Properties of Sheboygan, LLC filing a petition for Direct Annexation by Unanimous Consent for land located in the Town of Sheboygan (1.75 acres – Parcel No. 59024351652). REFER TO CITY PLAN COMMISSION

RESOLUTIONS

24. Res. No. 141-23-24 by Alderpersons Dekker and Rust adopting a Marina and Riverfront Slips Fee Schedule.

REQUEST TO SUSPEND THE RULES

Request made by Dekker, objected to by Filicky-Peneski

Voting Yea: Dekker, Heidemann, Mitchell, Perrella, Rust, Salazar – 6.

Voting Nay: Filicky-Peneski – 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Heidemann, Mitchell, Perrella, Rust, Salazar – 6.

Voting Nay: Filicky-Peneski

25. Res. No. 140-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Engagement Letter with Integra Realty Resources relating to preparation of an appraisal and appraisal review services in the pending Wal-Mart Real Estate Business Trust assessment appeal litigation.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

26. Res. No. 139-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Sheboygan Outboard Club related to 2023 real estate tax for Parcel No. 59281895368P and paying the incorrect amount for tax settlement.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

27. Res. No. 138-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to proceed with the process of rescinding the excess property tax payable by Harbor Pride LLC related to 2023 real estate tax for Parcel No. 59281835115P and paying the incorrect amount for tax settlement.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

28. Res. No. 142-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. Res. No. 143-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Res. No. 144-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

31. R. C. No. 172-23-24 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 34-23-24 by Alderpersons Dekker and Salazar re-establishing the salary schedule for alderpersons and the mayor; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Perrella, Rust, Salazar – 5.

Voting Nay: Heidemann, Mitchell – 2.

32. R. C. No. 178-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral Res. No. 137-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

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

Motion made by Salazar, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

33. R. C. No. 181-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 133-23-24 by Alderpersons Salazar and Felde authorizing application for the NAMI Wisconsin CIT and CIP Expansion Grant; recommends adopting the Resolution.

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

Motion made by Salazar, Seconded by Filicky-Peneski.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

GENERAL ORDINANCES

34. Gen. Ord. No. 35-23-24 by Alderperson Ramey annexing territory to the City of Sheboygan, Wisconsin (Parcel # 59024351652). REFER TO CITY PLAN COMMISSION

35. Gen. Ord. No. 36-23-24 by Alderpersons Dekker and Rust amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront. REFER TO PUBLIC WORKS COMMITTEE

Item 3.

CLOSED SESSION

- 36. Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(g), for conferring with legal counsel who is rendering oral advice concerning strategy to be adopted by the common council with respect to litigation in the following matters pending in the U.S. District Court for the Eastern District of Wisconsin: *Todd Wolf v. City of Sheboygan, et al* and *Chad Pelishek v. City of Sheboygan, et al*.**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

37. Motion to Adjourn

MOTION TO ADJOURN AT 6:52 PM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 7.

February 5, 2024

Resignation

Kenneth King from the Citizens Board of Review effective immediately.

February 5, 2024

Resignation

Jackie Erdman from the Harbor Centre BID Board of Directors and Committees effective immediately.

**CITY OF SHEBOYGAN
R. O. 98-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Pursuant to R. O. No. 86-23-24 granting license no. 3626 (Suma Brothers, Inc.) for a “Class B” Liquor license, wishes to report that per a phone conversation on January 16, 2024, the deal to acquire the business located at 2504 Calumet Drive “fell through”. The “Class B” Liquor license will remain with Calumet Diner, Inc. (License no. 2192).

**CITY OF SHEBOYGAN
R. O. 104-23-24**

BY BOARD OF LICENSE EXAMINERS.

FEBRUARY 5, 2024.

Submitting application for Building Contractor Licenses already granted:

4055	Matthew T. Pomeranke N5924 Blueberry Rd Scandinavia, WI 54977-9212	Carpenter Contractor
3774	Oswaldo Rosales 414 Bluff Ave Sheboygan, WI 53081-2874	Carpenter Contractor

**CITY OF SHEBOYGAN
R. O. 107-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a letter from the Department of Administration stating that the Van Horn Properties of Sheboygan LLC Annexation was reviewed and found to be in the public interest.



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.govWeb: <http://doa.wi.gov/municipalboundaryreview>

February 1, 2024

PETITION FILE NO. 14641

MEREDITH DEBRUIN, CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

PEGGY FISCHER, CLERK
TOWN OF SHEBOYGAN
4020 TECHNOLOGY PARKWAY
SHEBOYGAN, WI 53083-6001

Subject: VAN HORN PROPERTIES OF SHEBOYGAN LLC ANNEXATION

The proposed annexation submitted to our office on January 12, 2024, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Sheboygan, which is able to provide needed municipal services.

Note that a metes and bounds description of the territory to be annexed is not required; description by Certified Survey Map Lot and Map number, Volume, Page, Document number (and 1/4 section, section, town, range, county) is sufficient.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14641 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2715>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

**CITY OF SHEBOYGAN
R. O. 97-23-24**

BY BOARD OF WATER COMMISSIONERS.

JANUARY 15, 2024.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2023.

The water pumpage decreased 0.08% from the same period in 2022. 1,039,681,000 gallons were pumped in the fourth quarter 2023, compared to 1,040,483,000 in 2022.

The 2023 audited balance sheet and income statement will be submitted separately in April 2024 upon completion of the final audit.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the fourth quarter of 2023:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	36.5
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired	2
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	0
Number of water main valves installed, repaired, removed, or replaced	6
Number of water service connections installed	10

Details are shown on the attached spreadsheets.

Other Utility Business:

Work was completed on installation of the new intake pipeline and inlet. Work continues on the raw water pumping station, with completion anticipated in late spring 2024. The Utility submitted a rate case to WI Public Service Commission and anticipates new rates going into effect by March 2024 to offset costs related to the intake pipeline project. Work also began on rehabilitation of two additional water filters in the treatment plant. The Utility also implemented a new water bill format.

Attachments - Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report



Distribution System -- 4th Quarter - October, November, and December 2023

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Date Installed	Size ("), Jt	Installed By	Type
72 Park Ave - Filter Plant Suction Well Area	10/15/2023	20" LJ	SWU	B/F-N

Total Valves Installed = 1

Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
----------	-----------	-----------	------

Total Valves Removed = 0

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
72A Park Ave. on N. discharge (north of pump sta.)	1908-1928?	10/15/2023

Total Valves Abandoned = 1

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	By
----------	------------	------	----

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
----------	-----------	---------	-------	----

Total Hydrants Installed = 0

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
----------	-----------	---------	------------

Total Hydrants Removed = 0

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
----------	-----------	-----------	---------	------------

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
----------	-----------	------------

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Size
2411 Ontario Ave	11/30/2023	6"
813 S. 16th street	12/7/2023	6"

Number of Water Main Breaks=2



SUMMARY

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	0.0	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 12 inch water main installed	36.5	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	0.0	
Number of water main breaks repaired	2	
Number of hydrants installed	0	hydrants
Number of hydrants removed or abandoned	0	
Number of hydrants maintained or moved	0	
Number of street valves installed	1	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	1	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	4	
Number of water connections installed	10	



WATER MAIN AND APPURTENANCES INSTALLATION -- 4th Quarter -October, November, & December 2023

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 12" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Gateway Dr North Tie in	10/2/2023	0	0	0	0	0	0	12	36.5	0		0	0	SWU
Totals:		0	0	0	0	0	0		36.5	0		0	0	

HIGH LIFT DELIVERY		QUARTERLY REPORT		2023
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2022	1,079,805,000	\$233,346.76	\$216.10
	2023	1,028,642,000	\$290,526.13	\$282.44
	Percent Difference	-4.74%	24.50%	30.70%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2022	1,114,560,000	\$220,553.73	\$197.88
	2023	1,136,726,000	\$286,793.50	\$252.30
	Percent Difference	1.99%	30.03%	27.50%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2022	1,253,674,000	\$258,395.90	\$206.11
	2023	1,240,280,000	\$306,280.54	\$246.94
	Percent Difference	-1.07%	18.53%	19.81%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2022	1,040,483,000	\$229,995.97	\$221.05
	2023	1,039,681,000	\$274,137.72	\$263.67
	Percent Difference	-0.08%	19.19%	19.28%
YEAR TO DATE : 2023				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2022	4,488,522,000	\$942,292.36	\$209.93
	2023	4,445,329,000	\$1,157,737.89	\$260.44
	Percent Difference	-0.96%	22.86%	24.06%
YEAR TO DATE : 2023				
SLUDGE DISPOSAL to WWTP		GALLONS	COST \$	
	2022	4,203,119	\$35,328.38	
	2023	4,838,061	\$62,503.75	
STORM WATER CHARGES	2023	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,876,000	June 21, 2023	
	Minimum Pumpage Day	9,294,000	January 1, 2023	

	MG	\$	\$/MG
2022	4,488,522,000	\$942,292.36	\$209.93
2023	4,445,329,000	\$1,157,737.89	\$260.44

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
 Filtrate discharges from Spring/Fall sludge disposal operations are included in 2023 treatment plant sludge disposal costs.
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
 Sludge disposal costs are not included in \$/MG.

**CITY OF SHEBOYGAN
R. C. 183-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred R. O. No. 81-23-24 by City Clerk submitting a claim from David Andrews for alleged damages to vehicle when it struck a manhole cover; recommends filing the claim.

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. 81-23-24

BY CITY CLERK.

DECEMBER 18, 2023.

Submitting a claim from David Andrews for alleged damages to vehicle when it struck a manhole cover.

DATE RECEIVED

12-6-23

RECEIVED BY

MKE

DEC 6 '23 AM 1

Item 14.

CLAIM NO.

11-23

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: Mitchell Andrews (minor) David Andrews (dad)
2. Home address of Claimant: 1630 N 2nd Street Sheboygan, WI 53081
3. Home phone number: 920-207-2843 (Mitchell) 920-918-6720 (David)
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 11-29-23 @ 0625 pm

6. Where did damage or injury occur? (give full description) on main Avenue Eastbound just west of Calumet Drive in Sheboygan, WI

7. How did damage or injury occur? (give full description) There was a manhole in the street with the cover halfway off and when I drove over it it popped my back driver side tire and damaged the rim, and the driver foot door window came off the truck and is partially open and won't move.

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: Don't know officer's name

(b) Claimant's statement of the basis of such liability: police report number C23-21262

officer took pictures of damage

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: manhole cover was not on the manhole properly causing damage to my car.

(b) Claimant's statement of basis for such liability: Also, another vehicle drove over same manhole and

popped her tire. - she had to truck company come and fix/change tire. And police came and fixed the manhole.

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

Item 14.

"No Injuries." Had to get new tire for popped tire,
fixed damaged rim, fixed damaged front driver window mechanism

11. Name and address of any other person injured: N/A no injuries

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

Auto: \$ 542.96

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 542.96

Damaged vehicle (if applicable)

Make: Chevy Model: Cruze Year: 2015 Mileage: 178780

Names and addresses of witnesses, doctors and hospitals: Oliver Andrews (brother)

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.

approximate location (see map)

police came and fixed manhole cover - should
be in their report

Oliver Andrews

12-6-23

SIGNATURE OF CLAIMANT _____ DATE _____
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Mitchell Andrews</u>	Auto	\$ <u>542.96</u>
Claimant's Address:	<u>1630 N 2nd Street</u>	Property	\$ _____
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-207-2843</u>	Other (Specify below)	\$ _____
	<u>David Andrews (dad)</u>		
	<u>920-918-6720</u>		
		TOTAL	\$ <u>542.96</u>

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 \$ 542.96.

I got car repaired. It had a broke window and popped tire and damaged rim. I could not be driving around getting estimates on it. I needed the car to be fixed fast, as my kid needed it for school and activities.

SIGNED

DATE: 12-6-23

ADDRESS:

1630 N 2nd Street
Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Google Maps



Map data ©2023 Google 100 ft

MARTIN

Automotive, Inc.

729 S. 8th St.
Sheboygan, WI 53081
Phone 920-458-4631

Item 14.

R/O 14733	VIN 1G1PG5SB7F7147334	DAVID ANDREWS		DATE IN 11/30/2023
YEAR 2015	MAKE CHEVROLET	MODEL CRUZE LTZ	COLOR O	TIME IN 15:44
MILES IN 178780	MILES OUT 178780	FIRST USE 00/00/00	LISC. WI	CLOSED 09:36
SEE ALSO 1.4			C: (920) 918-6720 H: (920) - W: () -	12/04/2023
				WRITER 2445 JAMIE\01

- 1) FLAT TIRE
MOUNT AND BALANCE 1 TIRE

Labor	T36	28.00
G15579780000	1	165.92
(GE2254518GMAXAS07XL9)		
TIRE DISPO 14733		10.50
Total Labor		28.00
Total Parts		165.92
Total Sublet/Fees		10.50
Total Repair (Customer)		204.42

(Tech:36) A

- 2) LEFT WINDOW
REPLACE LEFT FRONT WINDOW REGULATOR

Labor	T89	146.40
N 665-5475 (WINDOW REGULAT)	1	158.60
Total Labor		146.40
Total Parts		158.60
Total Repair (Customer)		305.00

(Tech:89) A

PAID
CC

		W/C	INT.	CUSTOMER
<p>DISCLAIMER OF WARRANTIES</p> <p>Warranties on the product sold hereby are those made by the manufacturer. The seller expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>		<p>Motor vehicle repair practices are regulated by chapter ATCP 132</p> <p>Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53705-8911.</p>	<p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p>	<p>Labor 174.40</p> <p>Parts 324.52</p> <p>Sublet/Fees 10.50</p> <p>Shop Supplies 5.23</p> <p>Oil/Grease .00</p> <p>Sub Total 514.65</p> <p>Tax 28.31</p> <p>Total (Due) 542.96</p>
<p>Page 1 of 1</p> <p>14733</p> <p>Job 14733</p> <p>Customer Copy</p>				

MARTIN AUTOMOTIVE
729 S 8TH ST
SHEBOYGAN WI 53081
920-458-4631

Record Num.: 0003

Phone Order Sale

xxxxxxxxxx9841
VISA

Exp: XX/XX

Entry Method: Keyed CNP

Total:

USD\$ 542.96

12/04/23

10:15:09

Inv#: 000003

Appr Code: 004458

Apprvd: Online

Batch#: 001215

AVS Code:

Y

CVV2 Code:

M

TRN Ref #:

383338585094930

Validation Code:

5XKW

Rewards Program:

165675

DESCRIPTION:

THANK YOU!
PLEASE COME AGAIN!

CARDHOLDER COPY

RETAIN THIS COPY FOR STATEMENT
VERIFICATION

Item 14.

Inj
Ice of Dama

Get Your Police Report at
CRASHDOCS.ORG

Sheboygan Police Department

11/29/23
ACCIDENT DATE

C23-21262
POLICE REPORT NUMBER

Reports are available 5-7 business days after incident

**CITY OF SHEBOYGAN
R. C. 184-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred R. O. No. 90-23-24 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 October 1, 2023 and ending December 31, 2023; 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. 90-23-24**

BY POLICE CHIEF CHRISTOPHER DOMAGALSKI.

JANUARY 15, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2023 and ending December 31, 2023.

	Y-T-D 12/31/23	Y-T-D 12/31/22	2023 Goals	2022 Actual	2021 Actual
<u>Patrol and Investigations</u>					
Murder & Non-Negligent	0	0	0	0	1
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	50	55	60	55	90
Sex Offenses - Non-Forcible	10	11	15	11	22
Aggravated Assault	117	110	100	110	112
Select Crimes Against Persons Total	177	176	200	176	225
Robbery	8	11	10	11	5
Burglary	65	65	100	65	82
Theft/Larceny	585	597	800	597	563
Motor Vehicle Theft	19	29	30	29	34
Arson	2	10	10	10	5
Select Crimes Against Property Total	679	712	950	712	689
Percent of Offenses Cleared	61%	60%	70%	60%	47%
Value of Property Stolen	\$451,440	\$684,397	\$500,000	\$684,397	\$711,334
Value of Property Recovered	\$305,082	\$340,673	\$200,000	\$340,673	\$321,044
Percent of Stolen Recovered	68%	50%	40%	50%	45%
Accident Investigations	1,390	1,418	1,500	1,418	1,365
Traffic Stops	5,382	5,799	No Goal	5,799	4,395
Traffic Arrests	3,897	3,856	No Goal	3,856	3,016
Other Arrests	2,943	3,074	No Goal	3,074	2,810
Speed Trailer Deployments	10	12	20	12	29
HVEE Deployments	210	68	12	68	65
Parking Tickets Issued	8,274	8,366	10,000	8,366	6,631
Bicycles Recovered	198	152	150	152	190
Involuntary Commitments	110	138	No Goal	138	144
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,156	1,078	2,750	1,078	1,142
Open Records Requests	6,045	6,688	4,000	6,688	6,502
Nixle Messages Sent	60	92	250	92	78
Press Releases	15	23	50	23	18
Tweets	61	126	350	126	111
Facebook Followers*	18,503	17,515	18,000	17,515	16,749
Reported Crime Maps	98	87	104	87	98
Crime Comparison Reports	25	20	26	20	22

*Facebook no longer reports likes which were previously tracked

**CITY OF SHEBOYGAN
R. C. 185-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred R. O. No. 91-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023.; 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. 91-23-24**

BY FIRE CHIEF (ERIC MONTELLANO).

JANUARY 15, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2023 and ending December 31, 2023.

2023 Fourth Quarter Benchmarks

	2021 EOY	2022 EOY	2023 EOY	2023 Target
<u>Incident Types</u>				
Fires	87	92	87	< 90
Rescue & Emergency Medical Service	4,833	5,170	5,147	4,900
Non Fires	1,379	1,558	1,409	1,400
TOTAL	6,299	6,820	6,643	6,300
<u>Station Incident Count Per Station</u>				
Station 1	1,809	2,003	2,032	1,825
Station 2	1,239	1,229	1,169	1,225
Station 3	1,459	1,677	1,652	1,500
Station 4	1,163	1,171	1,086	1,150
Station 5	594	609	556	600
Mutual Aid Given	35	131	85	
Mutual Aid Received	N/A	54	56	
Overlapping Calls (Percentage)	N/A	64%	63%	
Overlapping Calls (Count)	N/A	4,380	4,215	
<u>Fire Loss</u>				
Number of Incidents	54	61	60	
Total Pre Incident Value	\$ 95,389,290	\$ 163,942,270	\$ 59,645,278	
Total Property Loss	\$ 538,550	\$ 887,790	\$ 745,460	
Total Content Loss	\$ 546,617	\$ 1,115,910	\$ 205,730	
Total Loss	\$ 1,085,167	\$ 2,003,700	\$ 951,190	
Average Loss	\$ 20,095.69	\$ 32,848	\$ 15,853	
Property Saved	\$ 94,304,123	\$ 161,938,570	\$ 58,694,088	
<u>Workload</u>				
Inspections	2,267	2,742	2,556	2,300
School Safety Programs (Students)	3,148	3,122	3,118	3,200
Public Events	56	76	105	60
Station Tours	9	16	16	25
Non-Compliance/ Installed Smoke Alarms	63/82	78/94	56/79	
Fire Training Hours	4,981	6,279	17,060	8,000
EMS Training Hours	2,072	1,939	2,333	2,100
Investigations	84	89	78	
<u>Efficiency</u>				
Fire Average Response Time (380 Seconds)*	79%	77%	86%	90%
<u>Effectiveness</u>				
ISO Rating	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

* Fire response 380 seconds or less per NFPA standards

**CITY OF SHEBOYGAN
R. C. 186-23-24**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred R. O. No. 89-23-24 by City Clerk submitting various license applications; recommends granting the applications contingent upon clerk approval of the premises description.

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. 89-23-24**

BY CITY CLERK.

JANUARY 2, 2024.

Submitting various license applications.

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street

"CLASS C" LICENSE (June 30, 2024) (NEW)

3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street
------	---	--------------------------------

**CITY OF SHEBOYGAN
R. C. 189-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred Res. No. 142-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024; 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 142-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding the provision of an employer health clinic for 2024.

RESOLVED: That the City Administrator is hereby authorized to execute the Amended and Restated Services Agreement, 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

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2024 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

“SolidaritUS –Health Care Services” shall mean advanced primary care services provided by SolidaritUS employees.

“SolidaritUS Health Staff” shall include SolidaritUS’ provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

“SolidaritUS Advanced Primary Care Services” shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

“Consulting” shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

“Clinic Reporting” shall mean program reporting provided by SolidaritUS.

“Intellectual Property” shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

“Member” shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client’s medical plan.

“Operational Costs” shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker’s compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

“Patient” shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

“Project Plan” shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

“Services” shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

“Service Start Date” shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

“Trade Secrets” shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and

spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing,

whether marked as “Confidential” or “Proprietary” or not, including any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or the legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

(a) Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have a term of 12 months following the Service Start Date and shall expire on December 31, 2024. .

(b) The Parties will commence discussion by no later than June 1, 2024 for the purpose of reaching agreement by no later than July 1, 2024 on a successor 3-year agreement which shall commence on January 1, 2025. Among issues addressed shall be: 1) redesign and upgrade of the Sheboygan InHealth Clinic by Solidaritus site, and 2) addition of healthy lifestyle education and training programs.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement for any Services already completed by SolidaritUS hereunder and for any non-cancellable third-party products or services purchased by SolidaritUS solely on Client's behalf.

Section 8.4 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or

contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Attn: H R Department

SOLIDARITUS HEALTH, INC.:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.
Suite 907
1025 Connecticut Avenue NW
Washington, DC 20036
Attn: Dr. Michael Kapsa

EXHIBIT A

DESCRIPTION OF FEES AND SERVICES

I. SERVICE START DATE: January 1, 2024

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

- (a) The Base PMPM fee and minimum number of eligible Members - Client shall compensate SolidaritUS Health a base Per Member Per Month (PMPM) fee of in \$15.30 assessed each month of calendar year 2024 on a minimum number of 780 eligible Members, except as provided in subsection (b), below.
- (b) Increase to 2,112 unique Patients (500 greater than in 2022) or more
 - i. If during the course of this agreement, the overall number of unique Patients receiving or registering for care at the health facility increases to a threshold of 2,112 or more, overall, (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans) over any 12-month period, then SolidaritUS shall add an additional .50 FTE advanced provider. If during the course of this Agreement, the overall number of unique Patients receiving or registering for care at the facility should increase yet 400 further to 2,512 or more, overall, over any 12-month period, then SolidaritUS shall add yet another .50 FTE advanced provider.
 - ii. Beginning the month a threshold is reached, respectively of 2,112 or 2,512 unique Patients receiving or registering for care, overall, over any 12-month period, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS PMPM fees assessed on a new minimum number of either 2,112 or 2, 512 unique patients in accordance with the unique Patient threshold

reached. In the event either unique Patient threshold number is reached, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.

- iii. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$15.30 during calendar year 2024 and shall rise by an amount equal to the most recently available October to October CPI-U in each subsequent year.
- iv. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the then-current PMPM for each entity shall increase by an average of \$2.62 during calendar year 2024 and shall rise by an amount equal to the most recently available October to October CPI-U in each subsequent year.

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client's eligible medical plan participants' medical claims and prescription drug claims data to SolidaritUS' analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members' homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

- (a) SolidaritUS Health Staffing shall include the following:
- ☐ Medical Doctor(s)
 - ☒ Nurse Practitioner(s) – starting 2.5 FTE equivalent
 - ☒ Chiropractor(s) – 1
 - ☒ Medical Assistant(s) – 2
 - ☒ Patient Care Coordinator(s) – 1
 - ☐ Collaborating Physician
- i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.
- ii. Staffing of the clinic may be adjusted to fit the needs of Client’s population; the actual days and times may vary to meet this requirement.
- iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:
- Preventive Care
 - Urgent Care
 - Episodic Sick Care
 - Chronic Disease Prevention and Management
 - Medication Management
 - Maintenance of Wellness
 - Range of Treatments and Procedures
 - Healthy Lifestyle & Risk Reduction Coaching
 - Coordination of Appropriate Hospital and Specialist Care
 - Immunizations
 - Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS

personal, advanced primary care provider,
and said advanced primary care provider
orders the lab test.

(b) Operational Costs that shall be borne by SolidaritUS:

- ☒ Laboratory services
- ☐ Onsite dispensed medications
- ☒ Medical and administrative supplies
- ☒ Healthcare analytics services
- ☒ Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Prevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - TdaP (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses: In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- ☒ eClinicalWorks or comparable electronic medical records services
- ☒ Telehealth

(c) Consulting shall include the following at no additional cost to Client:

- ☒ Recruitment of SolidaritUS Health staff (see Section III, 1a)
- ☒ Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer

- Specialist eConsultation for advanced providers
- Administrative support from Regional Manager of SolidaritUS Health Centers
- Virtual meetings via phone or webinar may take place monthly, or as needed

(d) Clinic Reporting shall include the following standard reports:

- ☒ Quarterly Clinic Performance Report
- ☒ Annual Financial Impact Report
- ☒ Annual SolidaritUS Health Disease Management Performance Report

**CITY OF SHEBOYGAN
R. C. 190-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred Res. No. 143-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023; 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 143-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$49,068.75 of uncollected delinquent personal property taxes and \$89,882.80 of uncollected accounts receivable that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with businesses that are closed, inactive, or have such small balances that collection efforts would be more costly than the amount owed; and

WHEREAS, the uncollected accounts receivable amounts have been outstanding for a considerable length of time; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheets attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$49,068.75 in uncollected delinquent personal property taxes and \$89,882.80 of uncollected accounts receivable from the City of Sheboygan's general ledger as of December 31, 2023.

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 Year	Invoice	Customer	Name/Address Line 1	Write Off Reason	Billed Amount	Paid Amount	Due Amount	AR Code	AR Description 1
2022	800075	40839	ACME ARMATURE WORKS INC	Closed/Inactive	17.02	0.00	17.02	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	80007517	40839	ACME ARMATURE WORKS INC	Closed/Inactive	4,454.70	0.00	4,454.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	80007520	40839	ACME ARMATURE WORKS INC	Closed/Inactive	35.22	0.00	35.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80007521	40839	ACME ARMATURE WORKS INC	Closed/Inactive	24.43	0.00	24.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95026820	58499	ADVANCED PAIN MANAGEMENT SC	Closed/Inactive	1,009.85	0.00	1,009.85	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95026821	58499	ADVANCED PAIN MANAGEMENT SC	Closed/Inactive	1,200.56	0.00	1,200.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034821	58501	AMBA GROUPS LLC	Closed/Inactive	219.54	0.00	219.54	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950782	57972	ASURION UBIF FRNCHS LLC	Closed/Inactive	204.86	0.00	204.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	800565	57806	AUTO TIME SERVICES LLC	Closed/Inactive	177.18	0.00	177.18	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	80056517	57806	AUTO TIME SERVICES LLC	Closed/Inactive	688.25	0.00	688.25	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	80056518	57806	AUTO TIME SERVICES LLC	Closed/Inactive	22.86	0.00	22.86	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	80056519	57806	AUTO TIME SERVICES LLC	Closed/Inactive	22.68	0.00	22.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	80056520	57806	AUTO TIME SERVICES LLC	Closed/Inactive	71.30	0.00	71.30	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80056521	57806	AUTO TIME SERVICES LLC	Closed/Inactive	99.02	0.00	99.02	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	800170	49959	BOOST MOBILE	Closed/Inactive	177.18	0.00	177.18	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	80017021	49959	BOOST MOBILE	Closed/Inactive	127.27	0.00	127.27	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	805820	57814	BRENT A NEEVEL FITNESS	Closed/Inactive	448.53	0.00	448.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034221	47074	CLUB LEON	Closed/Inactive	1,384.98	0.00	1,384.98	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	81001421	500275	COMFORT KEEPERS	Closed/Inactive	270.25	0.00	270.25	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950761	57968	CONWAY, NICHOLAS & BRANDI MILLIE'S NEW Y	Closed/Inactive	110.71	0.00	110.71	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950728	57957	EL DURANGO RESTAURANTE LLC	Closed/Inactive	115.83	0.00	115.83	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950527	57936	GREENHOUSE PARTNERS	Closed/Inactive	376.53	0.00	376.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95052720	57936	GREENHOUSE PARTNERS	Closed/Inactive	356.90	0.00	356.90	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95052721	57936	GREENHOUSE PARTNERS	Closed/Inactive	423.87	0.00	423.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	830752	57823	GREER, DANIEL	Closed/Inactive	376.53	0.00	376.53	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	83075217	57823	GREER, DANIEL	Closed/Inactive	80.80	0.00	80.80	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	83075218	57823	GREER, DANIEL	Closed/Inactive	90.64	0.00	90.64	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	83075219	57823	GREER, DANIEL	Closed/Inactive	131.45	0.00	131.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	83075220	57823	GREER, DANIEL	Closed/Inactive	249.91	0.00	249.91	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	83075221	57823	GREER, DANIEL	Closed/Inactive	445.14	0.00	445.14	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95066721	58516	KELLER WILLIAMS REALTY INC	Closed/Inactive	565.45	0.00	565.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950259	57921	KORTHALS ENTERPRISES	Closed/Inactive	36.10	0.00	36.10	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950378	25333	MINIT MART	Closed/Inactive	3,112.70	0.00	3,112.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950384	25333	MINIT MART	Closed/Inactive	6,184.88	0.00	6,184.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	861188	280	MULLENS, THOMAS E.	Closed/Inactive	3,433.19	0.00	3,433.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	865075	57845	NALINI RAJAMANNAN, MD	Closed/Inactive	16.84	0.00	16.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	865081	35838	NARCISUS LLC	Closed/Inactive	775.22	0.00	775.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	875428	57903	POINT DE VUE COMM INC	Closed/Inactive	11.03	0.00	11.03	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	87542821	57903	POINT DE VUE COMM INC	Closed/Inactive	11.20	0.00	11.20	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950301	57922	RAYMOND LSG	Closed/Inactive	264.67	0.00	264.67	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	95025418	35239	SUN GRAPHICS MEDIA	Closed/Inactive	127.88	0.00	127.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	95025419	35239	SUN GRAPHICS MEDIA	Closed/Inactive	342.76	0.00	342.76	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95025420	35239	SUN GRAPHICS MEDIA	Closed/Inactive	428.13	0.00	428.13	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95025421	35239	SUN GRAPHICS MEDIA	Closed/Inactive	508.63	0.00	508.63	DLNPP	DELINQUENT PERSONAL PROPERTY
2017	90053517	57971	T & A FITNESS LLC	Closed/Inactive	2,291.95	0.00	2,291.95	DLNPP	DELINQUENT PERSONAL PROPERTY
2018	90053518	57971	T & A FITNESS LLC	Closed/Inactive	1,829.60	0.00	1,829.60	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	90053519	57971	T & A FITNESS LLC	Closed/Inactive	1,310.40	0.00	1,310.40	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	90053520	57971	T & A FITNESS LLC	Closed/Inactive	1,032.58	0.00	1,032.58	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950347	57925	TATTOOS BY ADAM LLC	Closed/Inactive	199.35	0.00	199.35	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	95034719	57925	TATTOOS BY ADAM LLC	Closed/Inactive	115.75	0.00	115.75	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	95034720	57925	TATTOOS BY ADAM LLC	Closed/Inactive	178.23	0.00	178.23	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	95034721	57925	TATTOOS BY ADAM LLC	Closed/Inactive	211.94	0.00	211.94	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	905455	34670	TWO GUYS TAXI SERVICE LLC	Closed/Inactive	166.15	0.00	166.15	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	90545521	34670	TWO GUYS TAXI SERVICE LLC	Closed/Inactive	165.20	0.00	165.20	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950831	40227	UBREAKIFIX	Closed/Inactive	354.36	0.00	354.36	DLNPP	DELINQUENT PERSONAL PROPERTY
2022	950350	57926	VAUGHN, STEVE	Closed/Inactive	132.87	0.00	132.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	83602121	58519	HUB INTERNATIONAL MIDWEST LIMITED	Closed/Inactive	900.63	889.26	11.37	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		800170	ALMUGHRAHI, EYAD	Small Amount Due	70.82	70.37	0.45	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		805087	BADGER OPTICAL OF SHEB	Small Amount Due	115.61	110.63	4.98	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		840999	JLK CORPORATION.	Closed/Inactive	926.55	0.00	926.55	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		855492	LMSG OF WI INC	Closed/Inactive	7.79	0.00	7.79	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		855545	LOCATE STAFFING INC	Small Amount Due	134.87	133.65	1.22	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		860706	MERIZON GRP INC	Closed/Inactive	37.75	0.00	37.75	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		860708	MERIZON GRP INC	Closed/Inactive	109.56	0.00	109.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		861125	MOSER, JEFFREY L	Closed/Inactive	13.89	0.00	13.89	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		861188	MULLENS, THOMAS & MARY	Closed/Inactive	2362.65	0.00	2,362.65	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		861188	MULLENS, THOMAS & MARY	Closed/Inactive	3187.7	0.00	3,187.70	DLNPP	DELINQUENT PERSONAL PROPERTY
2017		865081	NARCISUS LLC	Closed/Inactive	93.73	0.00	93.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2018		865081	NARCISUS LLC	Closed/Inactive	115.83	0.00	115.83	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		865081	NARCISUS LLC	Closed/Inactive	185.52	0.00	185.52	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		865081	NARCISUS LLC	Closed/Inactive	354.39	0.00	354.39	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		865081	NARCISUS LLC	Closed/Inactive	717.38	0.00	717.38	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		875428	POINT DE VUE COMM INC	Small Amount Due	6.17	0.00	6.17	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		890031	S & D COFFEE INC	Small Amount Due	13.18	12.99	0.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		890031	S & D COFFEE INC	Small Amount Due	37.29	36.40	0.89	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		900689	SUNNYSIDE DAY CARE LLC	Small Amount Due	283.81	279.62	4.19	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		905032	TASTY SHEB LLC	Closed/Inactive	274.68	0.00	274.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2018		905378	TRAVELER'S IMPORTS LLC	Small Amount Due	19.9	19.61	0.29	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		910180	URBAN ARTIQUE LLC	Closed/Inactive	35.41	0.00	35.41	DLNPP	DELINQUENT PERSONAL PROPERTY
2021		910180	URBAN ARTIQUE LLC	Closed/Inactive	47.71	0.00	47.71	DLNPP	DELINQUENT PERSONAL PROPERTY
2019		950351	VANHAUS, TIM	Closed/Inactive	487.29	0.00	487.29	DLNPP	DELINQUENT PERSONAL PROPERTY
2020		950351	VANHAUS, TIM	Closed/Inactive	460.36	0.00	460.36	DLNPP	DELINQUENT PERSONAL PROPERTY

2021	950351 VANHAUS, TIM	Closed/Inactive	355.42	0.00	355.42	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	950357 TURK, JAMES & NICOLE	Closed/Inactive	26.87	0.00	26.87	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950357 TURK, JAMES & NICOLE	Closed/Inactive	111.66	0.00	111.66	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950372 PINKY'S LLC	Closed/Inactive	637.43	0.00	637.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950520 STEWART, LISA	Closed/Inactive	29.88	0.00	29.88	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950547 NATL RETAIL PROP, LP	Closed/Inactive	472.43	0.00	472.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950547 NATL RETAIL PROP, LP	Closed/Inactive	637.43	0.00	637.43	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950567 NICK, RACHEL	Closed/Inactive	14.68	0.00	14.68	DLNPP	DELINQUENT PERSONAL PROPERTY
2021	950657 KITTLER, VERN &	Closed/Inactive	106.15	0.00	106.15	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	991090 MANUFACTURING, EPOWER	Small Amount Due	327.29	322.45	4.84	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	815325 DGTL CINEMA DISTRIBUTION	Small Amount Due	0.44	0.00	0.44	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	825401 FRESH SNAPPED PHOTO LLC	Small Amount Due	0.56	0.00	0.56	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	890888 SECURUS TECH INC	Small Amount Due	0.73	0.00	0.73	DLNPP	DELINQUENT PERSONAL PROPERTY
2019	900543 STENGEL, LISA C	Small Amount Due	0.08	0.00	0.08	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950358 IBC TECH USA	Small Amount Due	0.47	0.00	0.47	DLNPP	DELINQUENT PERSONAL PROPERTY
2020	950525 GESCHKE, CHRISTY	Small Amount Due	0.69	0.00	0.69	DLNPP	DELINQUENT PERSONAL PROPERTY

Total Personal Property Write-Off \$ 49,068.75

Bill Year	Bill Number	Bill Category	Due Amount	Customer Name	City	State	Zip
2015	826937	Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	5697	DPW Work Order	2,675.40	DUGGAN, DANIEL L.	MANITOWOC	WI	54220
2016	5698	DPW Work Order	4,894.65	OAKLEY, RENEE A.	SHEBOYGAN	WI	53083
2016	5701	DPW Work Order	2,830.79	OBENSKI, GERALD J.	CLEVELAND	WI	53015
2016	5807	DPW Work Order	1,447.90	SEIBERT, WILLIAM T.	SHEBOYGAN	WI	53081
2016	5632	Police General Billing	100.00	SPRINT	SHEBOYGAN	WI	53081
2016	5696	DPW Work Order	4,090.18	TILLMAN, CURTIS	SHEBOYGAN	WI	53081-5259
2016	835796	Parking Ticket	45.00	OLIVER, TONETTE R.	SHEBOYGAN	WI	53081
2016	835691	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2016	836352	Parking Ticket	45.00	MURALLES, BLANCA	FRANKLIN PARK	IL	60131-2955
2016	836487	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2642
2016	836760	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2643
2016	837191	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2644
2016	837359	Parking Ticket	45.00	NOURSE, DOUGLAS A.	SHEBOYGAN	WI	53081-2645
2017	845283	Parking Ticket	45.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	846178	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	846184	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2017	847297	Parking Ticket	45.00	DAUGHERTY, CHANTZ G.	MADISON	WI	53704-2584
2017	849233	Parking Ticket	50.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54220
2017	849240	Parking Ticket	45.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54221
2017	849248	Parking Ticket	45.00	DUGGAN, DANIEL L.	MANITOWOC	WI	54222
2017	849253	Parking Ticket	50.00	COLLINS, BEVERLY K.	SHEBOYGAN	WI	53081
2016	837050	Parking Ticket	45.00	FREEMAN, JOHN	CHICAGO	IL	60636-3228
2016	836079	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2016	836675	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2016	837892	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2016	837012	Parking Ticket	45.00	ROMANOSKI, JARED P.	FISHERS	IN	46037-9524
2016	818149	Parking Ticket	20.00	FABIAN, HEATHER B.	SHEBOYGAN	WI	53081-2731
2016	835733	Parking Ticket	45.00	YANG, XINYU	EAST LANSING	MI	48823-4969
2016	837708	Parking Ticket	45.00	JOCHIMSEN, DUNCAN G.	SHEBOYGAN	WI	53081
2016	832392	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	836567	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	837618	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2016	835370	Parking Ticket	45.00	BROWN, KYLE C.	LAS VEGAS	NV	89123-1087
2016	835379	Parking Ticket	30.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	837450	Parking Ticket	30.00	JOHNSTON, SARAH	DALLAS	TX	75241
2016	832886	Parking Ticket	20.00	SANCHEZ, ENRIQUE	BROWNSVILLE	TX	78521
2016	833046	Parking Ticket	50.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	835734	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	835875	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836699	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836975	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836991	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837154	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837526	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	837527	Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2016	836426	Parking Ticket	50.00	POCIAN, NIKKI J.	KIEL	WI	53042-3851
2016	836827	Parking Ticket	50.00	FRITSCH, JOSEPH J.	SHEBOYGAN	WI	53081-2608
2016	837655	Parking Ticket	50.00	GOUDY, JAZELYNN S.	MILWAUKEE	WI	53209
2016	836429	Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	836478	Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2016	835400	Parking Ticket	50.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	835408	Parking Ticket	45.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	835420	Parking Ticket	45.00	RUFF, WILSON	SHEBOYGAN	WI	53081-2867
2016	832374	Parking Ticket	50.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2016	837048	Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2016	837132	Parking Ticket	50.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2016	837332	Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2016	837180	Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2016	835525	Parking Ticket	25.00	PANKOWSKI, MICHAEL	MILWAUKEE	WI	53204-3824
2016	836483	Parking Ticket	50.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657
2016	837558	Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657

2016	837559 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53083-4657
2016	837787 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2016	836097 Parking Ticket	50.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2016	835867 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	836100 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837003 Parking Ticket	50.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837529 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837530 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837627 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2016	837126 Parking Ticket	15.00	HEFLIN, KELLEY L.	SHEBOYGAN	WI	53081-3351
2016	837017 Parking Ticket	50.00	KETTNER, SANTANA R.	SHEBOYGAN	WI	53081-3824
2016	799493 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835517 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835543 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835555 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835592 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835667 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835833 Parking Ticket	45.00	BELL, MIKIA M.	SHEBOYGAN	WI	53081-3223
2016	835762 Parking Ticket	50.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	836700 Parking Ticket	45.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	836983 Parking Ticket	45.00	BRITTON, CURTIS L.	SHEBOYGAN	WI	53081-6859
2016	835871 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	835872 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	835873 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	836871 Parking Ticket	50.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	837049 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	837131 Parking Ticket	45.00	NELSON, STACEY R.	SHEBOYGAN	WI	53081-5307
2016	836872 Parking Ticket	50.00	ZAMORA, SANTOS E.	SHEBOYGAN	WI	53081-7447
2016	835868 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	835869 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	835870 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836488 Parking Ticket	50.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836762 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837194 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837361 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837376 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	837849 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	838042 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2016	836812 Parking Ticket	50.00	WILLIAMS, RONALD L.	FOND DU LAC	WI	54935-6131
2016	836996 Parking Ticket	50.00	ESCH, JENI	KENOSHA	WI	53143-4335
2016	837847 Parking Ticket	50.00	GARCIA, LUIS F.	SHEBOYGAN	WI	53083-4805
2016	837667 Parking Ticket	50.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2016	837318 Parking Ticket	50.00	PATTON, LYRIC M.	SHEBOYGAN	WI	53081-3331
2016	836309 Parking Ticket	50.00	BROOKS SERVICES	SHEBOYGAN	WI	53081
2016	836598 Parking Ticket	50.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2016	835834 Parking Ticket	50.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835843 Parking Ticket	45.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835846 Parking Ticket	45.00	KONEN, JAMES C.	SHEBOYGAN	WI	53083-4126
2016	835509 Parking Ticket	50.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	835653 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	835801 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	836327 Parking Ticket	45.00	THOMPSON, SCOTT J.	SHEBOYGAN	WI	53081-3215
2016	834042 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	835686 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	836677 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	836682 Parking Ticket	45.00	SCHERWINSKI, MICHAEL S.	SHEBOYGAN	WI	53081-3431
2016	837034 Parking Ticket	50.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2016	837173 Parking Ticket	50.00	SHAW, RYAN A.	SHEBOYGAN	WI	53081-6735
2016	835563 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835571 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835572 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	835979 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906
2016	836308 Parking Ticket	45.00	BALES, STEPHANIE A.	SHEBOYGAN	WI	53081-6906

2016	835444 Parking Ticket	45.00	MILLER, AARON J.	SHEBOYGAN	WI	53081-5345
2016	836910 Parking Ticket	50.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2016	837032 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2016	834332 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835562 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	835599 Parking Ticket	45.00	PENA, JESSICA L.	SHEBOYGAN	WI	53081-3328
2016	837020 Parking Ticket	25.00	KASTEN, DANIELLE A.	HILBERT	WI	54129-9414
2016	835505 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835512 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835544 Parking Ticket	50.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835660 Parking Ticket	45.00	DUNBAR, CELESTE J.	GREEN BAY	WI	54303-3341
2016	835576 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2016	836402 Parking Ticket	50.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2016	832775 Parking Ticket	15.00	HEFLIN, RICKY H.	SHEBOYGAN	WI	53081-3351
2016	837867 Parking Ticket	50.00	HALVERSON, RYAN R.	SHEBOYGAN	WI	53081-2359
2016	836688 Parking Ticket	50.00	ALTHEN, RYAN S.	GLENBEULAH	WI	53023-1506
2016	836980 Parking Ticket	50.00	RAMTHUN, SHAWN F.	SHEBOYGAN	WI	53081-6011
2016	836990 Parking Ticket	45.00	RAMTHUN, SHAWN F.	SHEBOYGAN	WI	53081-6011
2016	835770 Parking Ticket	50.00	SUPREME AUTO SALES	MILWAUKEE	WI	53212-2619
2016	816696 Parking Ticket	45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	835475 Parking Ticket	45.00	THOMAS, DEVONTE L.	SHEBOYGAN	WI	53081-3419
2016	832900 Parking Ticket	35.00	UNKNOWN OWNER	Unknown City	XX	99999
2016	837317 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	5866 DPW General Billing	200.00	ADVANCED DISPOSAL SERVICES	SHEBOYGAN	WI	53081-6428
2017	6239 Wastewater General Billing	2,511.60	ALDRICH CHEMICAL COMPANY INC	ST LOUIS	MO	63178-4508
2017	5977 DPW Work Order	1,545.45	BROCK, KEVIN L.	SHEBOYGAN	WI	53081
2017	6140 DPW Work Order	305.00	BROWN, SHANNON L.	SHEBOYGAN	WI	53081
2017	6119 Police General Billing	50.00	CHECK N GO	SHEBOYGAN	WI	53081
2017	6254 DPW Work Order	4,169.06	CRABTREE, MARK	KENOVA	WV	25530-9775
2017	5979 DPW Work Order	365.00	CRAN, RODNEY K.	GULFPORT	MS	39503
2017	6262 DPW Work Order	130.00	EMMER, JACOB S.	SHEBOYGAN	WI	53081-5008
2017	6261 DPW Work Order	952.90	GARTMAN, KRISTIN M.	SHEBOYGAN	WI	53081
2017	6191 DPW General Billing	57.50	GORDON, ANNE RUTH	SHEBOYGAN	WI	53081
2017	6145 DPW Work Order	9,770.68	KISHKUNAS, JEFFREY R.	OOSTBURG	WI	53070
2017	5923 DPW Work Order	4,551.81	LEWIS, TRICIA N.	SHEBOYGAN	WI	53083-4848
2017	6139 DPW Work Order	557.21	LYNCH, BARBARA	SHEBOYGAN	WI	53081
2017	6263 DPW Work Order	130.00	LYON, BENJAMIN W.	SHEBOYGAN	WI	53081-3328
2017	6186 Police General Billing	1,355.84	MIESFELDS LAKESHORE WEEKEND	SHEBOYGAN	WI	53083
2017	6264 DPW Work Order	130.00	MURPHY, ERNESTINE	SHEBOYGAN	WI	53081
2017	5973 DPW Work Order	7,662.10	OAKLEY, TRAVIS R.	WEST BEND	WI	53095-4909
2017	5972 DPW Work Order	1,400.00	RAMIREZ, ISAAC	CHILTON	WI	53014
2017	5975 DPW Work Order	356.05	SCHMITT, NATALIE E.	MILWAUKEE	WI	53208-1016
2017	6135 DPW Work Order	380.16	STOLPA, SETH A.	SHEBOYGAN	WI	53081
2017	6300 DPW General Billing	80.00	SWEDBERG, KATHERINE	SHEBOYGAN	WI	53083
2017	6136 DPW Work Order	1,267.90	SZALEWSKI, SUNSHINE M.	SHEBOYGAN	WI	53083-4901
2017	6116 Police General Billing	350.00	TAN FASTIQUE SALON	SHEBOYGAN	WI	53081
2017	6247 Fire General Billing	500.00	VAN HORN HYUNDAI INC	PLYMOUTH	WI	53073-0298
2017	6250 DPW Work Order	305.00	WERNER, CHRISTOPHER	SHEBOYGAN	WI	53081
2017	5927 DPW Work Order	7,656.62	YANG, BI	SHEBOYGAN	WI	53081-5109
2017	843534 Parking Ticket	45.00	MILLS, SANDRA L.	BOULDER	CO	80301
2017	839559 Parking Ticket	30.00	HERTZ VEHICLES LLC	DENVER	CO	80249
2017	844026 Parking Ticket	45.00	MENDOZA, PATRICIA G	SOUTH MIAMI	FL	33143-0000
2017	843290 Parking Ticket	45.00	GEHRKE, EMILIE A.	NAPLES	FL	34104-0000
2017	842943 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	843502 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	843776 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844146 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844660 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844669 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844683 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	844684 Parking Ticket	45.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	845545 Parking Ticket	30.00	WIBISONO, ANDRA R.	SAVANNAH	GA	31401-5672
2017	848025 Parking Ticket	30.00	BEADERSTADT, JOHN M	AMES	IA	50014-5537

2017	846232	Parking Ticket	30.00	HARBAUGH, PATRICK D.	CEDAR RAPIDS	IA	52403-3760
2017	841093	Parking Ticket	45.00	STIEFVATER, LYDIA N.	POST FALLS	ID	83854
2017	842489	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841234	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841235	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841559	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842151	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842159	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	842714	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	848700	Parking Ticket	45.00	MELTON, GIA	CALUMET	IL	60409
2017	843190	Parking Ticket	45.00	CABRERA, CARMELO	ELMWOOD PARK	IL	60707-1650
2017	837996	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2017	840309	Parking Ticket	45.00	MENDOZA, GABRIELLA	CHICAGO	IL	60632-2542
2017	845211	Parking Ticket	30.00	WELTER, CHRISTOPHER E.	MCHENRY	IL	60050
2017	838428	Parking Ticket	35.00	MURALLES, BLANCA	FRANKLIN PARK	IL	60131-2955
2017	845792	Parking Ticket	30.00	PV HOLDING CORP	CHICAGO	IL	60666
2017	841359	Parking Ticket	45.00	DONNELLY, RUTH J.	CHICAGO	IL	60655
2017	839172	Parking Ticket	45.00	FREEMAN, JOHN	CHICAGO	IL	60636-3228
2017	843189	Parking Ticket	45.00	DELGADO, DENISE	CHICAGO	IL	60639
2017	842663	Parking Ticket	45.00	CWIAKALA, RICHARD R.	PALANTINE	IL	60067-3643
2017	841315	Parking Ticket	45.00	YASIRY, ROLON	CHICAGO	IL	60647
2017	842701	Parking Ticket	45.00	YASIRY, ROLON	CHICAGO	IL	60647
2017	839187	Parking Ticket	45.00	LABONTA, ALLEN	CHICAGO	IL	60651
2017	835911	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835919	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835948	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835953	Parking Ticket	30.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	835964	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	838834	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	839267	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	839739	Parking Ticket	45.00	DICK-SUAREZ, ANA V.	CHICAGO	IL	60639-4503
2017	842944	Parking Ticket	45.00	ANDERSON, CYNTHIA	PEORIA	IL	61615
2017	843504	Parking Ticket	45.00	ANDERSON, CYNTHIA	PEORIA	IL	61615
2017	841954	Parking Ticket	45.00	MOENSSEN, JEFFREY	LAKE BLUFF	IL	60044-1571
2017	844058	Parking Ticket	50.00	HOLLAND, DANIEL	WAUKEGAN	IL	60085
2017	845504	Parking Ticket	45.00	MEDINA, MARIBEL	BELVIDERE	IL	61008
2017	838506	Parking Ticket	10.00	GARCIA, ABIGAYL	ROCKFORD	IL	61102
2017	840078	Parking Ticket	45.00	NINNEMAN, JANETTE V.	GREENWOOD	IN	46142-1679
2017	820996	Parking Ticket	10.00	HARLAN, KEVIN R.	MISSION HILLS	KS	66208-1112
2017	838331	Parking Ticket	45.00	LICKTEIG, RYAN N.	SHEBOYGAN	WI	53081
2017	839829	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	840778	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	843164	Parking Ticket	45.00	POTTER, JOHN D.	LENEXA	KS	66220-2676
2017	843114	Parking Ticket	30.00	LAZAREWICZ, MARK A.	ANN ARBOR	MI	48108-1662
2017	846670	Parking Ticket	30.00	WILLIAMS, JOYNETTA S.	CALEDONIA	MI	49316-7943
2017	848137	Parking Ticket	50.00	COLDREN, MICHELLE L.	DAGGETT	MI	49821-8539
2017	845704	Parking Ticket	30.00	HERTZ VEHICLES LLC	ST PAUL	MN	55116-3080
2017	846957	Parking Ticket	20.00	NUGENT-TIMOFEEVA, ALEXANDRA V.	SHEBOYGAN	WI	53083
2017	841349	Parking Ticket	45.00	FIERRO, MARIO I.	VADNAIS HEIGHTS	MN	55127
2017	846772	Parking Ticket	20.00	GASPER, THOMAS C.	EDEN PRAIRIE	MN	55346
2017	840138	Parking Ticket	45.00	MARES-FERRER, INDALECIO	RAYMOND	MN	56282
2017	840917	Parking Ticket	45.00	MARES-FERRER, INDALECIO	RAYMOND	MN	56282
2017	843354	Parking Ticket	25.00	WERNER, KATHLEEN	SHEBOYGAN	WI	53081-
2017	841781	Parking Ticket	45.00	ROBINSON, MARY C.	MCCOMB	MS	39648
2017	835915	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	835934	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	835950	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	838246	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	838609	Parking Ticket	45.00	TAYLOR, JONAH P.	BATH	NC	27808-9103
2017	841357	Parking Ticket	44.00	CHURCH OF GOD	CHICAGO	IL	60611-0000
2017	843606	Parking Ticket	45.00	CHURCH OF GOD	CHICAGO	IL	60611-0000
2017	841646	Parking Ticket	45.00	JONES, ULYSSA G.	PHILADELPHIA	PA	19143
2017	839232	Parking Ticket	30.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243

2017	843209 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	843210 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	843211 Parking Ticket	45.00	SACKETT, JEFFREY A.	AIKEN	SC	29801-3243
2017	845286 Parking Ticket	45.00	BRUNETTE, RICK T.	RAPID CITY	SD	57702
2017	846467 Parking Ticket	45.00	KILLINGSWORTH, GREGGORY G.	HUTTO	TX	78634
2017	839333 Parking Ticket	45.00	JOHNSTON, SARAH	DALLAS	TX	75241
2017	840857 Parking Ticket	45.00	TYLER, TIMOTHY	CYPRESS	TX	77429
2017	843812 Parking Ticket	45.00	KISER, MARK L.	FORT HOOD	TX	76544
2017	827524 Parking Ticket	45.00	MORALES, JUAN V.	SAN ANTONIO	TX	78210
2017	843686 Parking Ticket	20.00	SILVA-CORTEZ, JUANITA	SAN ANTONIO	TX	78210
2017	839493 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	842983 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	844234 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	844266 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	838298 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	838984 Parking Ticket	45.00	VALDEZ, ANTONIO	MERCEDES	TX	78570
2017	845282 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	845951 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	846248 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	846257 Parking Ticket	45.00	JEFFERIES, PEGGY L.	SHEBOYGAN	WI	53081-3844
2017	845606 Parking Ticket	45.00	VILLEGAS, ESMERALDA	LAREDO	TX	78043
2017	847335 Parking Ticket	30.00	ADERMAN, SHERRIE	ARLINGTON	TX	76015
2017	847762 Parking Ticket	45.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	841076 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	842176 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	845614 Parking Ticket	50.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	846287 Parking Ticket	50.00	TURNER, JAZZMAR A.	SHEBOYGAN	WI	53081-2850
2017	843970 Parking Ticket	35.00	VOGEL, JESSICA L.	SHEBOYGAN	WI	53081-5316
2017	837825 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	837984 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	838826 Parking Ticket	45.00	FELIX, RAY B.	SHEBOYGAN	WI	53081-4952
2017	842909 Parking Ticket	50.00	BUCHANAN, JESSICA A.	MARINETTE	WI	54143-2117
2017	844045 Parking Ticket	45.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	846082 Parking Ticket	50.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	848413 Parking Ticket	50.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848486 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848674 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	848990 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849235 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849242 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	849247 Parking Ticket	45.00	LEICHT, ANTHONY	SHEBOYGAN	WI	53081
2017	842054 Parking Ticket	50.00	OAKLEY, TRAVIS R.	WEST BEND	WI	53095-4909
2017	840163 Parking Ticket	50.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840599 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840616 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	841307 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	841570 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	842683 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	842719 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843056 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843154 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	843679 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	844076 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	844190 Parking Ticket	45.00	DUFRESNE, AMBER L.	CEDARBURG	WI	53012-9613
2017	840770 Parking Ticket	50.00	WOLF, DANIEL L.	OOSTBURG	WI	53070
2017	846600 Parking Ticket	50.00	TEJADA-MORALES, JESUS I.	MANITOWOC	WI	54220-5127
2017	846987 Parking Ticket	45.00	TEJADA-MORALES, JESUS I.	MANITOWOC	WI	54220-5127
2017	847509 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	847524 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	847537 Parking Ticket	45.00	METZ, SCOTT A.	SHEBOYGAN	WI	53081-4645
2017	838395 Parking Ticket	50.00	YSQUIERDO, SAMUEL	ROSHOLT	WI	54473-9329
2017	842084 Parking Ticket	50.00	DALTON, CHRISTINE C.	MILWAUKEE	WI	53218-4451
2017	842867 Parking Ticket	45.00	DALTON, CHRISTINE C.	MILWAUKEE	WI	53218-4451

2017	838385 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	821115 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-7472
2017	838071 Parking Ticket	50.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-7472
2017	848463 Parking Ticket	50.00	HARRIS, DONNIE J.	SHEBOYGAN	WI	53081-4252
2017	837995 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	838438 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	841961 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	842691 Parking Ticket	45.00	KLEBBE, DESIREE R.	SHEBOYGAN	WI	53081-3343
2017	840101 Parking Ticket	50.00	MONTEMAYOR, JONNA B.	SHEBOYGAN	WI	53083-4705
2017	841990 Parking Ticket	45.00	MONTEMAYOR, JONNA B.	SHEBOYGAN	WI	53083-4705
2017	844894 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	841185 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844891 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844892 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844899 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	844900 Parking Ticket	45.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	845685 Parking Ticket	30.00	DELAROSA, ALYSHIA J.	OOSTBURG	WI	53070-1926
2017	815885 Parking Ticket	45.00	GREGGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845583 Parking Ticket	30.00	GREGGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845613 Parking Ticket	50.00	GREGGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845616 Parking Ticket	45.00	GREGGER, HENRY T.	SHEBOYGAN	WI	53081-2739
2017	845302 Parking Ticket	50.00	MENDEZ, YVONNE	SHEBOYGAN	WI	53081-4000
2017	846701 Parking Ticket	45.00	MENDEZ, YVONNE	SHEBOYGAN	WI	53081-4000
2017	838979 Parking Ticket	30.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839173 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839181 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-5723
2017	839296 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	841125 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	842595 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	842759 Parking Ticket	45.00	JONES, DELLA D.	SHEBOYGAN	WI	53081-3352
2017	547694 Parking Ticket	50.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	844041 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	844057 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	847690 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	847927 Parking Ticket	45.00	IRBY, ISAIAH B	MILWAUKEE	WI	53223-6211
2017	845165 Parking Ticket	50.00	SNOEYENBOS-EMMER, JACOB B.	SHEBOYGAN	WI	53081-4763
2017	848713 Parking Ticket	45.00	SNOEYENBOS-EMMER, JACOB B.	SHEBOYGAN	WI	53081-4763
2017	845092 Parking Ticket	10.00	REKOWSKI, BRIANNE N.	SHEBOYGAN	WI	53081-5510
2017	844851 Parking Ticket	50.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	840681 Parking Ticket	30.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	840782 Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	840974 Parking Ticket	30.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	841070 Parking Ticket	45.00	HANEMAN-KLUG, JAMIE A.	SHEBOYGAN	WI	53081-6030
2017	839468 Parking Ticket	50.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	839915 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	841890 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	846298 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	843745 Parking Ticket	45.00	EHLERT, LISA J.	SHEBOYGAN	WI	53083-4823
2017	844887 Parking Ticket	50.00	EHLERT, LISA J.	SHEBOYGAN	WI	53083-4823
2017	838311 Parking Ticket	20.00	PANKOWSKI, MICHAEL	MILWAUKEE	WI	53204-3824
2017	838733 Parking Ticket	45.00	PODHORODENSKI, TOMASZ	SHEBOYGAN	WI	53083-4672
2017	835809 Parking Ticket	50.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	839522 Parking Ticket	45.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	841834 Parking Ticket	45.00	CEVAAL, JACOB A.	SHEBOYGAN	WI	53081-2615
2017	834347 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	834349 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	834350 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	844953 Parking Ticket	50.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	844971 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	845136 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	836948 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846136 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846137 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706

2017	846138 Parking Ticket	45.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	846160 Parking Ticket	50.00	BENSON, KELVENA N.	SHEBOYGAN	WI	53081-5706
2017	837561 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2017	838219 Parking Ticket	45.00	LUCAS, ALTON S.	SHEBOYGAN	WI	53081-3215
2017	846519 Parking Ticket	50.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	846537 Parking Ticket	45.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	846548 Parking Ticket	45.00	RIOS, CARLA J.	SHEBOYGAN	WI	53081-2851
2017	836950 Parking Ticket	45.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	837222 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	837261 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	839294 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	839979 Parking Ticket	45.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	846713 Parking Ticket	50.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	846802 Parking Ticket	45.00	MEYERS, JAMIE L.	SHEBOYGAN	WI	53081-4105
2017	837560 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	838809 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	839192 Parking Ticket	45.00	HOLFELTZ, SUSAN F.	CASCADE	WI	53011-1611
2017	840975 Parking Ticket	50.00	BURNS, CHRISTIAN M.	SHEBOYGAN	WI	53081-6668
2017	842561 Parking Ticket	50.00	STANGEL, CHRISTINE A.	SHEBOYGAN	WI	53081
2017	843299 Parking Ticket	50.00	WILCOX, DAVID J.	SHEBOYGAN	WI	53081-3554
2017	844714 Parking Ticket	35.00	VANHEUKLON, TYLER J.	OSHKOSH	WI	54902-2636
2017	842685 Parking Ticket	50.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	847450 Parking Ticket	45.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	847455 Parking Ticket	45.00	BUTLER, RONDA R.	SHEBOYGAN	WI	53081-5313
2017	846012 Parking Ticket	50.00	JOHNSON, MICHELLE M.	SHEBOYGAN	WI	53081-4608
2017	848583 Parking Ticket	45.00	JOHNSON, MICHELLE M.	SHEBOYGAN	WI	53081-4608
2017	799495 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	835250 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	845762 Parking Ticket	45.00	JOHNSON, HOSIE X.	MILWAUKEE	WI	53218-1022
2017	846758 Parking Ticket	50.00	BOSTWICK-KUNSTMAN, ATHENA M.	SHEBOYGAN	WI	53081-6145
2017	841654 Parking Ticket	25.00	KETTNER, SANTANA R.	SHEBOYGAN	WI	53081-3824
2017	835939 Parking Ticket	30.00	MACIAS, DAMON J.	CEDAR GROVE	WI	53013-1300
2017	838184 Parking Ticket	50.00	MACIAS, DAMON J.	CEDAR GROVE	WI	53013-1300
2017	840150 Parking Ticket	50.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840494 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840695 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840758 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	840962 Parking Ticket	45.00	KEYES, JONATHAN B.	SHEBOYGAN	WI	53081-5079
2017	842994 Parking Ticket	50.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	847346 Parking Ticket	45.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	847514 Parking Ticket	45.00	LOEFFLER, WILLIAM P.	PHILLIPS	WI	54555-7461
2017	843709 Parking Ticket	50.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	844063 Parking Ticket	45.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	849050 Parking Ticket	45.00	IQ PRINT MEDIA LLC	PLYMOUTH	WI	53073-1850
2017	841020 Parking Ticket	35.00	WILLIAMS, CYRUS L.	SHEBOYGAN	WI	53081-2313
2017	844154 Parking Ticket	30.00	WILLIAMS, CYRUS L.	SHEBOYGAN	WI	53081-2313
2017	736505 Parking Ticket	50.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	837266 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	838931 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839162 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839463 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839645 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839920 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840276 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840298 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	840526 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	841885 Parking Ticket	45.00	BUTLER, SHEMAKA S.	SHEBOYGAN	WI	53081-5826
2017	839075 Parking Ticket	50.00	LANGE, ASHLEY M.	SHEBOYGAN	WI	53081-3929
2017	838717 Parking Ticket	50.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	848502 Parking Ticket	50.00	YOUNG, CLAYTON	CHICAGO	IL	60621-1726
2017	847014 Parking Ticket	50.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620
2017	847025 Parking Ticket	45.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620
2017	847038 Parking Ticket	45.00	CUMMINGS, KEVIN M.	SHEBOYGAN	WI	53081-5620

2017	840998 Parking Ticket	50.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	841083 Parking Ticket	50.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843512 Parking Ticket	45.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843513 Parking Ticket	45.00	RODRIGUEZ, DAVID M.	SHEBOYGAN	WI	53081-4866
2017	843436 Parking Ticket	50.00	GREEN, MONIQUE	SHEBOYGAN	WI	53081-2358
2017	840646 Parking Ticket	25.00	MONTOYA, GENEVA	SHEBOYGAN	WI	53081-5112
2017	821549 Parking Ticket	50.00	DOIRON, GREGORY L.	WAUWATOSA	WI	53213-2052
2017	838223 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2017	838239 Parking Ticket	45.00	ROBINSON, JASON P.	SHEBOYGAN	WI	53083
2017	838107 Parking Ticket	50.00	WILLIAMS, RONALD L.	FOND DU LAC	WI	54935-6131
2017	838695 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	841413 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	841838 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	848606 Parking Ticket	50.00	TELLEZ, ANTONIO	SHEBOYGAN	WI	53081-4326
2017	846352 Parking Ticket	50.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	840572 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840368 Parking Ticket	50.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840391 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	840397 Parking Ticket	45.00	POPOVICH, SCOTT A.	MANITOWOC	WI	54220-1385
2017	839158 Parking Ticket	50.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	839462 Parking Ticket	45.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	837268 Parking Ticket	45.00	NOGUEZ-CORREA, DEMETRIO	SHEBOYGAN	WI	53081-5750
2017	845307 Parking Ticket	50.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845308 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845310 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	845311 Parking Ticket	45.00	POST, DUANE T.	SHEBOYGAN	WI	53083-2969
2017	843753 Parking Ticket	45.00	OLIVER-GREEN, BRANDI A.	SHEBOYGAN FALLS	WI	53085-1766
2017	848362 Parking Ticket	50.00	OLIVER-GREEN, BRANDI A.	SHEBOYGAN FALLS	WI	53085-1766
2017	843360 Parking Ticket	50.00	HEGMAN, NORMAN L.	SHEBOYGAN	WI	53081-2628
2017	843509 Parking Ticket	45.00	BROOKS SERVICES	SHEBOYGAN	WI	53081
2017	845733 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	848403 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	849232 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	844657 Parking Ticket	50.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844658 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844681 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844961 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844974 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	844993 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	845140 Parking Ticket	45.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	838474 Parking Ticket	45.00	BELL, TRAYVON I.	MANITOWOC	WI	54220-1002
2017	839526 Parking Ticket	50.00	BELL, TRAYVON I.	MANITOWOC	WI	54220-1002
2017	842953 Parking Ticket	50.00	THOMAS, SHAWN M.	WEST BEND	WI	53090-1737
2017	836926 Parking Ticket	50.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836928 Parking Ticket	45.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	840333 Parking Ticket	45.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836139 Parking Ticket	45.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	838120 Parking Ticket	50.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	840028 Parking Ticket	45.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	837750 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	838339 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	840069 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	841974 Parking Ticket	45.00	RUEGE, KAYLA M.	SHEBOYGAN	WI	53081-6354
2017	845314 Parking Ticket	50.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	838436 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	839064 Parking Ticket	45.00	WILLIAMS, SUSAN B.	SHEBOYGAN	WI	53081-5912
2017	785741 Parking Ticket	50.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	785742 Parking Ticket	45.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	785743 Parking Ticket	45.00	SCHAEVE, JESSICA L.	SHEBOYGAN	WI	53081-4440
2017	841404 Parking Ticket	50.00	EHNERT, JAMES A.	SHEBOYGAN	WI	53081-6322
2017	842959 Parking Ticket	50.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943
2017	842962 Parking Ticket	45.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943
2017	842963 Parking Ticket	45.00	LUCAS, TRACY L.	MANITOWOC	WI	54220-4943

2017	848224 Parking Ticket	45.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	848372 Parking Ticket	50.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	848781 Parking Ticket	45.00	KAILING, JACOB I.	SHEBOYGAN	WI	53081-5633
2017	837292 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2017	843409 Parking Ticket	45.00	BIANCHI, EMILY N.	SHEBOYGAN	WI	53081-6058
2017	848684 Parking Ticket	15.00	BUSCHMANN, CAROL M.	SHEBOYGAN	WI	53081-8046
2017	848677 Parking Ticket	50.00	REYNA, YNACIO HERNANDEZ	SHEBOYGAN	WI	53081-4358
2017	848992 Parking Ticket	45.00	REYNA, YNACIO HERNANDEZ	SHEBOYGAN	WI	53081-4358
2017	844893 Parking Ticket	50.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	844897 Parking Ticket	45.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	844898 Parking Ticket	45.00	KEESLER, JEFFERY J.	SHEBOYGAN	WI	53081-4840
2017	848177 Parking Ticket	50.00	COLON, JONATHAN A.	SHEBOYGAN	WI	53083-4657
2017	844043 Parking Ticket	50.00	FINES-VARGAS, JORGE	SHEBOYGAN	WI	53081-5862
2017	849040 Parking Ticket	45.00	FINES-VARGAS, JORGE	SHEBOYGAN	WI	53081-5862
2017	846244 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846255 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847032 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847039 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	847045 Parking Ticket	50.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846125 Parking Ticket	25.00	RIES, CHARLES K.	FOND DU LAC	WI	54935
2017	845281 Parking Ticket	45.00	SEGALLE, HEATHER M.	SHEBOYGAN	WI	53081
2017	846933 Parking Ticket	50.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847238 Parking Ticket	45.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847239 Parking Ticket	45.00	RAUTMANN, CARLEY M.	SHEBOYGAN	WI	53083-4738
2017	847623 Parking Ticket	45.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847822 Parking Ticket	50.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847833 Parking Ticket	45.00	TAYLOR, EZIMENA A.	MILWAUKEE	WI	53225-3411
2017	847158 Parking Ticket	50.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	847175 Parking Ticket	45.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	847176 Parking Ticket	45.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	846788 Parking Ticket	50.00	RICHTER, NICHOLAS J.	SHEBOYGAN	WI	53083-4644
2017	838859 Parking Ticket	45.00	RICHTER, NICHOLAS J.	SHEBOYGAN	WI	53083-4644
2017	846593 Parking Ticket	35.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846781 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846783 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	846791 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847029 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847135 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847289 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	847846 Parking Ticket	35.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	848043 Parking Ticket	30.00	BURNS, LIBBY K.	SHEBOYGAN	WI	53083-4450
2017	844020 Parking Ticket	50.00	KING, RAYMOND D.	MILWAUKEE	WI	53218-4417
2017	843759 Parking Ticket	50.00	CRESPO-CORONEL, SANDRA	CHICAGO	IL	60625
2017	836927 Parking Ticket	50.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	836929 Parking Ticket	15.00	JENSTERLE, JODY J.	SHEBOYGAN	WI	53081-2560
2017	845095 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845117 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845118 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845403 Parking Ticket	50.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845418 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	845490 Parking Ticket	45.00	LANGE, JASON J.	SHEBOYGAN FALLS	WI	53085-3392
2017	842136 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	842145 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	842499 Parking Ticket	45.00	STRUVE, JONATHAN E.	OOSTBURG	WI	53070-1903
2017	839797 Parking Ticket	50.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	840670 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	844541 Parking Ticket	50.00	SCHMIDT, DANE W.	SHEBOYGAN	WI	53081-3902
2017	837924 Parking Ticket	50.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	837925 Parking Ticket	45.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	837926 Parking Ticket	45.00	GOEDEN, RYAN M.	SAUKVILLE	WI	53080-2538
2017	839406 Parking Ticket	45.00	HALVERSON, RYAN R.	SHEBOYGAN	WI	53081-2359
2017	841593 Parking Ticket	50.00	MORALES, JUAN J.	SHEBOYGAN	WI	53081-3347
2017	843755 Parking Ticket	50.00	GUEVARA, LETICIA	SHEBOYGAN	WI	53081-4918

2017	848525 Parking Ticket	50.00	DARRAH, CHARLES E.	SHEBOYGAN FALLS	WI	53085-1547
2017	849020 Parking Ticket	45.00	DARRAH, CHARLES E.	SHEBOYGAN FALLS	WI	53085-1547
2017	848175 Parking Ticket	50.00	BLACKBURN, MADISYN L.	SHEBOYGAN	WI	53081-5905
2017	820999 Parking Ticket	35.00	WILLIAMS, GREGORY M.	SHEBOYGAN	WI	53081
2017	843212 Parking Ticket	45.00	FRANK, DEBRA J.	SHEBOYGAN	WI	53083-2976
2017	844991 Parking Ticket	45.00	SPRAU, TYSON J.	SHEBOYGAN	WI	53081
2017	845009 Parking Ticket	45.00	SPRAU, TYSON J.	SHEBOYGAN	WI	53081
2017	839622 Parking Ticket	45.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	844883 Parking Ticket	50.00	BAUKNECHT, RILEY E.	CLEVELAND	WI	53015-1225
2017	845455 Parking Ticket	50.00	RUEGE, KAYLA	SHEBOYGAN	WI	53081
2017	841079 Parking Ticket	45.00	BORLAND, ADAM P.	SHEBOYGAN	WI	53081-3270
2017	847760 Parking Ticket	50.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	847761 Parking Ticket	45.00	BROWN, TAKESIYAH T.	GREEN BAY	WI	54301-4821
2017	841402 Parking Ticket	50.00	CAPITAL ONE AUTO FINANCE	SACRAMENTO	CA	95866
2017	844966 Parking Ticket	45.00	COUCH, NICOLE M.	JANESVILLE	WI	53546-9523
2017	845021 Parking Ticket	50.00	COUCH, NICOLE M.	SHEBOYGAN	WI	53083-4514
2017	845128 Parking Ticket	45.00	COUCH, NICOLE M.	JANESVILLE	WI	53546-9523
2017	846340 Parking Ticket	50.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	846431 Parking Ticket	45.00	FALLE, LESLIE A.	SHEBOYGAN	WI	53081
2017	839156 Parking Ticket	50.00	FROELICH, JAMES L.	SHEBOYGAN FALLS	WI	53085-1616
2017	839276 Parking Ticket	45.00	FROELICH, JAMES L.	SHEBOYGAN FALLS	WI	53085-1616
2017	840164 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	841105 Parking Ticket	45.00	FROELICH, JAMES L.	WAUKESHA	WI	53189-7706
2017	847697 Parking Ticket	50.00	GOLDER, DAVID B.	JUNEAU	WI	53039-1126
2017	849045 Parking Ticket	50.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	849236 Parking Ticket	45.00	GRUESCHOW, ROY E.	DE PERE	WI	54115-8844
2017	833011 Parking Ticket	50.00	HARPER, DEVON J.	JOLIET	IL	60436-1590
2017	845115 Parking Ticket	50.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845116 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845123 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	845900 Parking Ticket	45.00	HEIMERMANN, MICHAEL J.	SHEBOYGAN	WI	53081-3363
2017	836167 Parking Ticket	50.00	JAPE, EDWIN	MANITOWOC	WI	54220
2017	833014 Parking Ticket	50.00	KING, CHARLES T.	SHEBOYGAN	WI	53081-4140
2017	839246 Parking Ticket	45.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	839601 Parking Ticket	50.00	KINNEY, MONICA	KIEL	WI	53042-1058
2017	837921 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	837922 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	837923 Parking Ticket	45.00	MARTINEZ, VICENTE M.	SHEBOYGAN	WI	53081-5172
2017	848659 Parking Ticket	50.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-4421
2017	848980 Parking Ticket	45.00	MASON, CHRISTINA M.	SHEBOYGAN	WI	53081-2258
2017	799499 Parking Ticket	45.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-1958
2017	846310 Parking Ticket	50.00	MEDINA, EMILY M.	SHEBOYGAN	WI	53081-4151
2017	844976 Parking Ticket	45.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	845032 Parking Ticket	50.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	845037 Parking Ticket	45.00	NORRIS, MARY JANE	SHEBOYGAN	WI	53081-5918
2017	840275 Parking Ticket	50.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844599 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844634 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	844642 Parking Ticket	45.00	OWEN, TEARRA M.	SHEBOYGAN	WI	53081-2513
2017	815886 Parking Ticket	45.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	845623 Parking Ticket	45.00	PERALTA, RAUL	SHEBOYGAN	WI	53081-5471
2017	834113 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	843697 Parking Ticket	50.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	847457 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	847467 Parking Ticket	45.00	RESOP, RONALD	SHEBOYGAN	WI	53083-4826
2017	836947 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	845278 Parking Ticket	50.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	846167 Parking Ticket	45.00	SAXON, MARSHALL W.	SHEBOYGAN	WI	53081-5263
2017	838989 Parking Ticket	50.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	840354 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	840447 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841732 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841733 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081

2017	841948 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	841957 Parking Ticket	45.00	SEEFELDT, SAMUEL J.	SHEBOYGAN	WI	53081
2017	838181 Parking Ticket	40.00	SMITH, LYDIA G.	SHEBOYGAN	WI	53081
2017	841427 Parking Ticket	50.00	SMITH, LYDIA G.	SHEBOYGAN	WI	53081
2017	838468 Parking Ticket	45.00	TORRES, ROBERT L.	SHEBOYGAN FALLS	WI	53085
2017	841474 Parking Ticket	45.00	TURNER, JAZZMAR A.	SHEBOYGAN	WI	53081-2850
2017	844059 Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	848942 Parking Ticket	45.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	840985 Parking Ticket	45.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	842226 Parking Ticket	50.00	VALADEZ, JUAN M.	SHEBOYGAN	WI	53081-2537
2017	841065 Parking Ticket	50.00	VERA, ALFREDO	MILWAUKEE	WI	53215-1933
2017	842424 Parking Ticket	25.00	UNKNOWN OWNER	Unknown City	XX	99999
2017	843051 Parking Ticket	45.00	ISELL, PHILLIP H.	SHERIDAN	WY	82801
2017	843151 Parking Ticket	45.00	ISELL, PHILLIP H.	SHERIDAN	WY	82801

Total Write-Off

89,882.80

**CITY OF SHEBOYGAN
R. O. 99-23-24**

BY CITY PLAN COMMISSION

FEBRUARY 5, 2024.

Your Commission to whom was referred R. O. No. 96-23-24 by City Clerk and Gen. Ord. No. 35-23-24 by Alderperson Ramey annexing territory to the City of Sheboygan, Wisconsin (1.75 acres – Parcel No. 59024351652); recommends filing the R. O. and adopt the Ordinance.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 35-23-24**

BY ALDERPERSON RAMEY.

JANUARY 15, 2024.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 10th day of January, 2024, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 of Certified Survey Map recorded in Volume 21 on Pages 117-118 in the Sheboygan County Register of Deeds Office as Document No. 1754914, being located in part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 21, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at Northwest corner of the Northwest 1/4 of said Section 21; thence North 88°-46'-57" East along said North line, a distance of 1,181.18 feet to the Northerly extension of the West line of said Lot 2; thence South 00°-47'-44" West along said Northerly extension, a distance of 340.02 feet to the Northwest corner of said Lot 2, said point being the point of beginning; thence continuing South 00°-47'-44" West along the West line of said Lot 2, a distance of 256.48 feet to the Southerly line of said Lot 2; thence South 64°-01'-24" East along said Southerly line, a distance of 262.49 feet to the East line of said Lot 2; thence North 01°-29'-05" East along said East line, a distance of 376.85 feet to the North line of said Lot 2; thence South 88°-44'-50" West along said North line, a distance of 242.23 feet to the point of beginning and containing 1.746 acres (76,052 sq. ft.) of land more or less.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Suburban Commercial (SC) Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 22nd Ward and the 5th Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

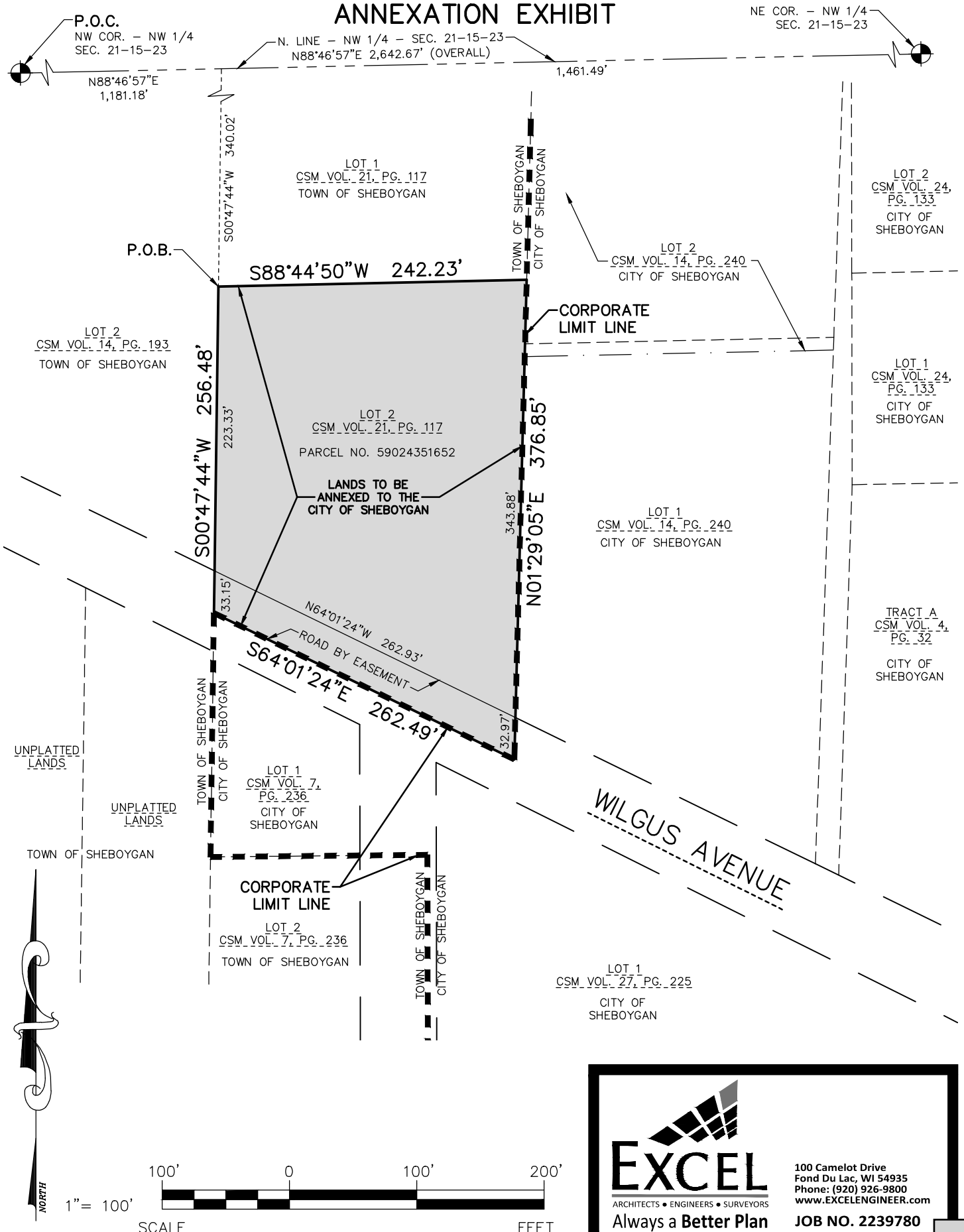
Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

ANNEXATION EXHIBIT



**CITY OF SHEBOYGAN
R. O. 96-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a communication from Van Horn Properties of Sheboygan, LLC filing a petition for Direct Annexation by Unanimous Consent for land located in the Town of Sheboygan (1.75 acres – Parcel No. 59024351652).

**PETITION FOR ANNEXATION OF LANDS
TO THE CITY OF SHEBOYGAN
DIRECT ANNEXATION BY UNANIMOUS CONSENT**

TO: City of Sheboygan

1. Pursuant to Section 66.0217 of the Wisconsin State Statutes, I/we the undersigned, being the sole owner(s) and elector(s) of the land described in Exhibit "A" attached hereto, petition for Direct Annexation by Unanimous Consent of the land described in said Exhibit "A" from the Town of Sheboygan, in Sheboygan County, Wisconsin, to the City of Sheboygan, Sheboygan County, Wisconsin.
2. The population of said land is 0. The number of electors that reside on the lands to be annexed is 0.
3. Said land is contiguous to the City of Sheboygan and is presently part of the Town of Sheboygan, in Sheboygan County, Wisconsin.
4. I/We, the undersigned request that upon annexation, the land as described in Exhibit "A" be zoned as Suburban Commercial (SC).
5. Area of lands to be annexed contains 1.75 acres.
6. Tax Parcel number(s) of lands to be annexed: 59024351652

- Attach a copy of a complete legal description of the property.
- Attach a copy of a scale map of the property.
- Attach a copy of the most recent real estate tax bill.

Dated this _____ day of January, 2024

PROPERTY OWNER SIGNATURE(S):

VAN HORN PROPERTIES OF SHEBOYGAN LLC

Jeffrey A. Niesen
By: Jeffrey A. Niesen (Jan 10, 2024 15:43 CST)

Jeffrey A. Niesen

Jan 10, 2024







Annexation Petition for Signature

Final Audit Report

2024-01-10

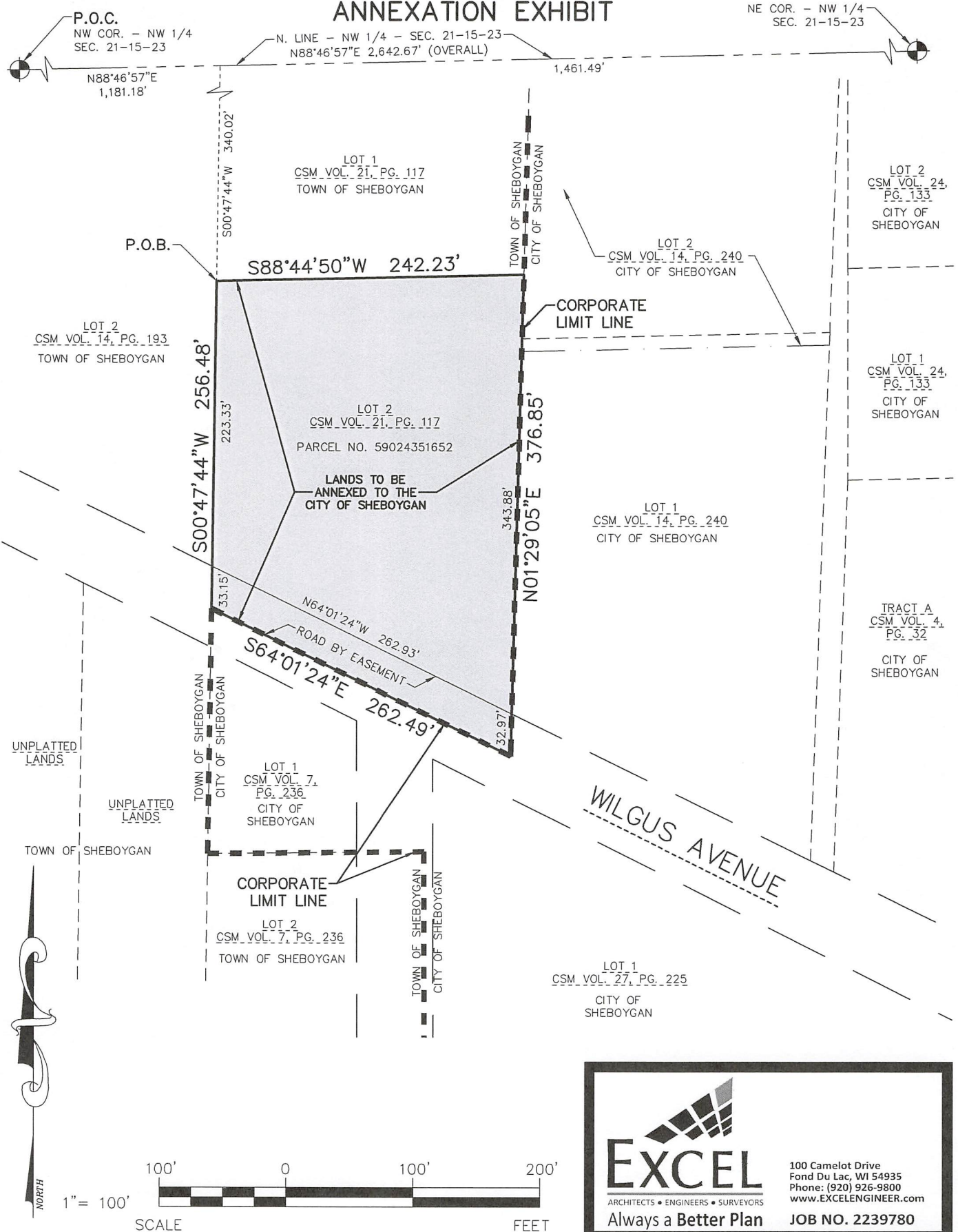
Created:	2024-01-10
By:	Lisa Van Handel (lisa.vanhandel@excelengineer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtkKkZ7ZNJm1FbGohixt389nTWD_6usy

"Annexation Petition for Signature" History

-  Document created by Lisa Van Handel (lisa.vanhandel@excelengineer.com)
2024-01-10 - 9:38:04 PM GMT
-  Document emailed to jniesen@vhcars.com for signature
2024-01-10 - 9:39:17 PM GMT
-  Email viewed by jniesen@vhcars.com
2024-01-10 - 9:41:42 PM GMT
-  Signer jniesen@vhcars.com entered name at signing as Jeffrey A. Niesen
2024-01-10 - 9:43:10 PM GMT
-  Document e-signed by Jeffrey A. Niesen (jniesen@vhcars.com)
Signature Date: 2024-01-10 - 9:43:12 PM GMT - Time Source: server
-  Agreement completed.
2024-01-10 - 9:43:12 PM GMT



ANNEXATION EXHIBIT



EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan

100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

JOB NO. 2239780

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102

Item 20.

wimunicipalboundaryreview@wi.gov
<https://doa.wi.gov/municipalboundaryreview>

Online Submittal and Payment: Instead of this form go to <https://appengine.egov.com/apps/wi/dir/annexation>
This will speed up the process by eliminating the time it used to take to mail the check to us.

Petitioner Information

Name: **Van Horn Properties of Sheboygan LLC**

Phone: **920-892-6466**

Email: **jniesen@vhcars.com**

Contact Information if different than petitioner:

Representative's Name: **David Gass**

Phone: **920-458-5501**

E-mail: **dgass@rohdedales.com**

1. Town(s) where property is located: **Town of Sheboygan**

2. Petitioned City or Village: **City of Sheboygan**

3. County where property is located: **Sheboygan County**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **1.75**

6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel):
59024351652

Include these required items with this form:

- ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- ☒ Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
- ☒ Check or money order covering review fee [see next page for fee calculation]

(November 2022)

Annexation Review Fee Schedule

Item 20.

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Include check or money order, payable to: **Department of Administration**

DON'T attach the check with staples, tape, ...

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee & form received: _____

Payer: _____

Check Number: _____

Check Date: _____

Amount: _____

s. 66.0217 (5) THE PETITION

- ☒ State the purpose of the petition:
- Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.
- ☒ Petition must be signed by:
- All owners and electors, if by unanimous approval.
 - See 66.0217 (3) (a), if by one-half approval.
 - See 66.0217 (3) (b), if by referendum.
- ☒ State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- ☒ The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
- ☒ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
- ☒ The land may NOT be described only by:
- Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- ☒ The map shall be an *accurate reflection* of the legal description of the parcel being annexed. As such, it must show:
- A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoining as referenced in the description.
- ☒ The map must include a **graphic scale**.
- ☒ The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- ☒ The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
- ☐ If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).

**CITY OF SHEBOYGAN
R. O. 102-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Rogahn Jones regarding excessive assessment on Parcel No. 59281215133 (SCF RC Funding IV LLC).

9:48am

PROCESS SERVER
TIME 9:48 AM DATE 1/31/24
() PERSONAL () SUBSTITUTE
() POSTED () CORPORATE

January 30, 2023

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin, Clerk
City of Sheboygan
828 Center Ave, Suite 103
Sheboygan, WI 53081

RE: Tax Parcel No. 59281215133

Dear Clerk:

Now comes Claimant, SCF RC Funding IV LLC, owner of parcel 59281215133 (referred to as the "Property") in the City of Sheboygan, Wisconsin, by Claimant's attorneys and agents, Rogahn Jones LLC (Agent Authorization filed concurrently herewith), and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. Section 74.37. Should this claim be disallowed, you are hereby directed to serve any such notice of disallowance on the undersigned agent of the Claimant.

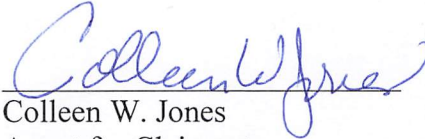
1. This Claim is brought under Wis. Stat. Section 74.37(2)(a), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2023, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes 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 828 Center Ave, in the City.
4. The Property is located at 595 S Taylor Dr (primary) and 613 S Taylor Dr within the City.

5. The Property's Tax Parcel No. is 59281215133 as identified in the City's records.
6. The Wisconsin Department of Revenue determined that the aggregate ratio of assessed property value in the City to its fair market value was 0.9729 as of January 1, 2023.
7. For 2023, property tax was imposed on property in the City at the rate of \$16.1285 per \$1,000.00 of the assessed value for property.
8. For 2023, the City's assessor set the assessment of the Property at \$11,215,200.
9. Claimant appealed the 2023 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. Section 70.47 and otherwise complying with all of the requirements of Wis. Stat. Section 70.47, except Wis. Stat. Section 70.47(13).
10. Claimant timely appealed to the Board of Review and timely requested a hearing with the Board of Review.
11. The City imposed tax on the Property in the amount of \$180,884.64.
12. Claimant timely paid the property taxes imposed by the City on the Property for 2023, or the required installment thereof.
13. The fair market value of the Property as of January 1, 2023, was no higher than \$8,348,226.95.
14. Based on the aggregate ratio of 0.9729, the correct assessment of the Property for 2023 is no higher than \$8,121,990.
15. Based on the tax rate of \$16.1285 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2023 should be no higher than \$130,995.51.
16. The 2023 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2023 was excessive in at least the amount of \$49,889.13.
17. Claimant is entitled to a refund of 2023 tax in the amount of \$49,889.13, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is \$49,889.13, plus interest thereon.

Dated at Waukesha, Wisconsin, this 29th day of January 2024.

Very truly yours,



Colleen W. Jones

Agent for Claimant,

SCF RC Funding IV LLC,

owner of parcel 59281215133

Main Office: (262) 347-4444

Direct Dial: (262) 347-4550

cjones@rogahnjones.com

Agent Authorization for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name SCF RC Funding IV LLC			Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County
			Enter municipality → Sheboygan		Sheboygan
Mailing address 902 Carnegie Ctr Ste 520			Street address of property 595 S Taylor Dr		
City Princeton	State NJ	Zip 08540-6531	City Sheboygan	State WI	Zip 53081
Parcel number 59281215133	Phone (609) 415 - 3504	Email cjones@rogahnjones.com		Fax () -	

Section 2: Authorized Agent Information

Name / title Colleen Jones and Terry Booth, Attorneys			Company name Rogahn Jones, LLC		
Mailing address N16W23233 Stone Ridge Dr, Suite 270			Phone (262) 347 - 4550	Fax () -	
City Waukesha	State WI	Zip 53133	Email cjones@rogahnjones.com		


Section 3: Agent Authorization

Agent Authorized for: (check all that apply) <input type="checkbox"/> Manufacturing property assessment appeals (BOA) <input type="checkbox"/> Access to manufacturing assessment system (MAS) <input type="checkbox"/> Wisconsin Department of Revenue 70.85 appeals <input type="checkbox"/> Municipal Board of Review <input checked="" type="checkbox"/> Other <u>Circuit Court</u>		Enter Tax Years of Authorization <u>2023</u>
Authorization expires: <u>12 - 31 - 2025</u> <small>(mm - dd - yyyy)</small>		<small>(unless rescinded in writing prior to expiration)</small>
Send notices and other written communications to: (check one or both) <input checked="" type="checkbox"/> Authorized Agent <input type="checkbox"/> Property Owner		

Section 4: Agreement/Acceptance

I understand, agree and accept: <ul style="list-style-type: none"> The assessor's office may divulge any information it may have on file concerning this property My agent has the authority and my permission to accept a subpoena concerning this property on my behalf I will provide all information I have that will assist in the discussion and resolution of any assessment appeal of this property Signing this document does not relieve me of personal responsibility for timely reporting changes to my property and paying taxes, or penalties for failure to do so, as provided under Wisconsin tax law A photocopy and/or faxed copy of this completed form has the same authority as a signed original If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form 	
--	--

Section 5: Owner Grants Authorization

Owner Sign Here	Owner name (please print) Peter M. Mavoides, President & CEO	
		
	Company or title SCF RC Funding IV LLC	Date (mm-dd-yyyy) 01 - 29 - 2024

**CITY OF SHEBOYGAN
R. O. 101-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Stephanie Buskill for alleged damages to vehicle caused by a garbage truck.

DATE RECEIVED 1-25-24RECEIVED BY MKC

Item 22.

CLAIM NO. G24-01139 # 19-23

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: Stephanie Buskill
2. Home address of Claimant: 1812 S 10th St
3. Home phone number: (980) 320 6912
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 01/18/2024 morning

6. Where did damage or injury occur? (give full description) _____

On the front panel on the driver side and on the door. The door won't open more than a few inches.

7. How did damage or injury occur? (give full description) A trash truck hit my vehicle.

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: N/A

(b) Claimant's statement of the basis of such liability: N/A

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: N/A

(b) Claimant's statement of basis for such liability: N/A

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

Item 22.

No injuries.

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 2,299.74

Property:

\$

Personal injury:

\$

Other: (Specify below

\$

TOTAL

\$

2,299.74

Damaged vehicle (if applicable)

Make: Chrysler **Model:** Town and country **Year:** 2006 **Mileage:** 117,450

Names and addresses of witnesses, doctors and hospitals: NA

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 *Sapna Burtel* DATE 11/18/24

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. C24-01139

CLAIM

Claimant's Name: Stephanie Buskill Auto \$ 2299.74
Claimant's Address: 1812 S 10th St Property \$ —
Sheboygan, WI 53081 Personal Injury \$ —
Claimant's Phone No. (980) 320 6912 Other (Specify below) \$ —
TOTAL \$ 2299.74

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 \$ 2,299.74.

SIGNED



DATE:

11/18/24

ADDRESS: 1812 S 10th St Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID: 18
PartsShare: 7LnZfn
Federal ID: 83-0747810

Item 22.

Preliminary Estimate

Customer: BUSKILL, STEPHINE

Job Number:

Written By: Cliff Netzer

Insured: BUSKILL, STEPHINE
Type of Loss:
Point of Impact: 10 Left Front Pillar (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
BUSKILL, STEPHINE

1812 SOUTH 10TH. STREET
SHEBOYGAN, WI 53081
(980) 320-6912 Cell

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

VIN: 1A4GP45R46B692876	Interior Color:	Mileage In: 117,450	Vehicle Out:
License: ATE6879	Exterior Color: WHITE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Console/Storage

Wood Interior Trim

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

SEATS

Cloth Seats

Bucket Seats

3rd Row Seat

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Get live updates at www.carwise.com/e/4GEzdw

Preliminary Estimate

Item 22.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M CAPA LT Fender	5018443AB	1	245.00	2.7	1.8
3		Add for Clear Coat					0.7
4		Add for Edging					0.5
5		Add for Clear Coat					0.1
6	**	Repl A/M CAPA LT Fender liner all	4857223AB	1	85.00	Incl.	
7		R&I LT Lower molding black				Incl.	
8		FRONT DOOR					
9	*	Repl LKQ LT door assy +25%	4717717AF	1	218.75	1.6	3.0
10		Overlap Major Adj. Panel					-0.4
11		Add for Clear Coat					0.5
12		R&I LT Door w'strip				0.5	
13	*	R&I LT Upper molding Town & Country code: K2				<u>0.3</u>	
14		R&I LT Applique w/o Stow N Go				0.3	
15		R&I LT Mirror assy w/power w/o auto dim				Incl.	
16		R&I LT Door glass Chrysler tinted				0.4	
17		R&I LT Regulator power				0.6	
18	*	R&I LT Lock power				<u>0.3</u>	
19		R&I LT Door check				0.3	
20		R&I LT R&I trim panel				0.4	
21	*	R&I LT Upper molding Town & Country code: K2				<u>0.3</u>	
22	*	R&I LT Belt w'strip				<u>0.3</u>	
23		SIDE LOADING DOOR					
24	*	Blnd LT Outer panel					<u>1.0</u>
25		R&I LT Handle, outside w/o key cylinder black texture				0.4	
26		R&I LT R&I trim panel				0.5	
27		R&I LT Door glass Chrysler solar				0.7	
28	*	R&I LT Upper molding Caravan, Voyager 113 WB bordeaux				<u>0.3</u>	
29		MISCELLANEOUS OPERATIONS					
30	#	Subl Hazardous waste removal		1	3.00 T		
31	#	Clean & re-tape mldg(s)		1		0.5	
32	#	Cover interior		1	T		
33	#	Repl Remove adhesive		1	T	0.5	
34	#	Repl Cover Car		1	5.00 T		
35	#	Cover interior		1	5.00 T		
36	#	Clean up recycled part(s)		1		1.0	
SUBTOTALS					561.75	11.9	7.2

Preliminary Estimate

Item 22.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					548.75
Body Labor	11.9 hrs	@		\$ 67.00 /hr	797.30
Paint Labor	7.2 hrs	@		\$ 67.00 /hr	482.40
Paint Supplies	7.2 hrs	@		\$ 47.00 /hr	338.40
Miscellaneous					13.00
Subtotal					2,179.85
Sales Tax	\$ 2,179.85	@		5.5000 %	119.89
Grand Total					2,299.74

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

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Customer: BUSKILL, STEPHINE**Job Number:**

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE3TE01, CCC Data Date 01/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 22.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone, Inc 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#CH1240228PP A/M CAPA LT Fender Quote: 2351437212 Expires: 03/04/24	\$ 245.00
6	Keystone, Inc 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#CH1248113C A/M CAPA LT Fender liner all Quote: 2351438129 Expires: 03/04/24	\$ 85.00
9	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~373419829 LKQ LT door assy +25% Door Assembly, Front VAN ,4DR,29K,PW L, WIDE CLADDING, L.,S#\$E0708 Quote: 2351439636 Expires: 03/04/24	\$ 175.00

Preliminary Estimate

Item 22.

Customer: BUSKILL, STEPHINE

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

ALTERNATE PARTS USAGE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI WHITE

VIN: 1A4GP45R46B692876 Interior Color: Mileage In: 117,450 Vehicle Out:
License: ATE6879 Exterior Color: WHITE Mileage Out:
State: WI Production Date: Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	4	2
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	1	1



SCHMIT BROS AUTO INC.

Schmit Happens
925 E GREEN BAY AVE., SAUKVILLE, WI 53080
Phone: (262) 284-1945
FAX: (262) 268-2127

Workfile ID: 4
PartsShare: 7LRS2Z
Federal ID: 39-1031133

Item 22.

Preliminary Estimate

Customer: Buskill, Stephanie

Job Number:

Written By: Quintin Hammonds Email: qhammonds@schmitbros.com

Insured: Buskill, Stephanie
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Buskill, Stephanie
(980) 320-6912 Cell

Inspection Location:
SCHMIT BROS AUTO INC.
925 E GREEN BAY AVE.
SAUKVILLE, WI 53080
Repair Facility
(262) 284-1945 Business

Insurance Company:

VEHICLE

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

VIN: 1A4GP45R46B692876
License:
State: WI

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings
Privacy Glass
Console/Storage
Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger

Keyless Entry
Rear Window Wiper

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

SEATS

Cloth Seats
Bucket Seats
3rd Row Seat

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Preliminary Estimate

Item 22.

Customer: Buskill, Stephanie

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	R&I R&I bumper cover				0.5	
3		FRONT LAMPS					
4		R&I LT Headlamp assy Chrysler 113" WB				Incl.	
5		FENDER					
6	**	Repl A/M CAPA LT Fender	5018443AB	1	195.00	2.7	1.8
7		Add for Clear Coat					0.7
8		Add for Edging					0.5
9		Add for Clear Coat					0.1
10		Deduct for Overlap				-0.4	
11		R&I LT Lower molding black				Incl.	
12		FRONT DOOR					
13	*	Repl RCY LT door assy +25%	4717717AF	1	218.75	1.6	3.0
14		Overlap Major Adj. Panel					-0.4
15		Add for Clear Coat					0.5
16		LT Add for power units				0.4	
17		Refn exterior surface					2.0
18	*	R&I LT Upper molding Town & Country code: K2				0.5	
		Note: Retape molding					
19	#	Subl Hazardous waste removal		1	3.00 T		
20	#	Repl Cover Car		1	5.00 T		
21		SIDE LOADING DOOR					
22	*	Blnd LT Door shell					1.0
23	*	R&I LT Upper molding Town & Country black crystal				0.5	
24		R&I LT Handle, outside w/o key cylinder black texture				0.4	
25	*	R&I LT Assist strap khaki				0.3	
SUBTOTALS					421.75	6.5	9.2

Preliminary Estimate

Item 22.

Customer: Buskill, Stephanie

Job Number:

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				413.75
Body Labor	6.5 hrs	@	\$ 70.00 /hr	455.00
Paint Labor	9.2 hrs	@	\$ 70.00 /hr	644.00
Paint Supplies	9.2 hrs	@	\$ 48.00 /hr	441.60
Miscellaneous				8.00
Subtotal				1,962.35
Sales Tax	\$ 1,962.35	@	5.5000 %	107.93
Grand Total				2,070.28
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,070.28

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2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

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Customer: Buskill, Stephanie**Job Number:**

2006 CHRY Town & Country w/Short WB 4D VAN 6-3.3L Gasoline SMPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
6	KSI Trading Corp. 5414A West Roosevelt Road Chicago IL 60644 (800) 244-2639	#1385112Q A/M CAPA LT Fender Quote: 125484156 Expires: 02/01/24	\$ 195.00
13	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~373419829 RCY LT door assy +25% Door Assembly, Front VAN ,4DR,29K,PW L, WIDE CLADDING, L,S#\$E0708 Quote: 2359864161 Expires: 03/11/24	\$ 175.00

**CITY OF SHEBOYGAN
R. O. 100-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Alex Xiong for alleged damages to vehicle caused by a snow plow.

DATE RECEIVED

1-29-2024

RECEIVED BY

MKC

Item 23.

CLAIM NO.

20-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 29 2024

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: Alex Xiong
2. Home address of Claimant: 1614 Heller Avenue, Sheboygan, WI 53081
3. Home phone number: 215-820-8978
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 1/12/24 9:10 p.m.
6. Where did damage or injury occur? (give full description) Left back of Car at 1614 Heller Avenue. Given a Crashdocs.org card, the report number is C24-00671
7. How did damage or injury occur? (give full description) City Snow plow hit the back of car parked at 1614 Heller Avenue.
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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
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: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

Item 23.

N/A

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 5420.25

Property:

\$ N/A

Personal injury:

\$ N/A

Other: (Specify below)

\$ N/A

TOTAL

\$ 5420.25

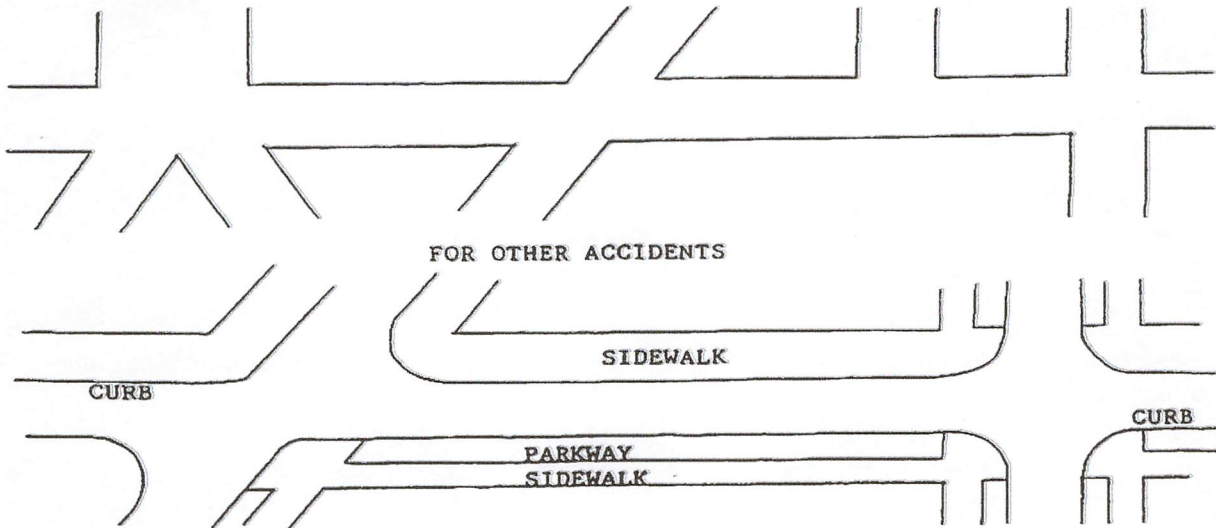
Damaged vehicle (if applicable)

Make: Toyota Model: Corolla Year: 2010 Mileage: 175,170

Names and addresses of witnesses, doctors and hospitals:

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

[Signature]

DATE

1/29/24

DATE RECEIVED _____

RECEIVED BY _____

Item 23.

CLAIM NO. _____

CLAIM

Claimant's Name: Alex Xiong

Claimant's Address: 1614 Heller Avenue

Claimant's Phone No. 215-820-8978

Auto \$ 5420.25

Property \$ N/A

Personal Injury \$ N/A

Other (Specify below) \$ N/A

TOTAL \$ 5420.25

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 \$ 5420.25.

SIGNED [Signature]

DATE: 1/29/24

ADDRESS: 1614 Heller Avenue

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID:
PartsShare:
Federal ID:

Item 23.
7LqX9Y
83-0747810

Preliminary Estimate

Customer: XIONG, ALEX

Job Number:

Written By: Jeff Wiegand

Insured: XIONG, ALEX
Type of Loss:
Point of Impact: 08 Left Qtr Post (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
XIONG, ALEX

1614 HELLER AVE.
SHEBOYGAN, WI 53081
(215) 820-8978 Cell

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

VIN: 2T1BU4EE6AC251587	Interior Color:	Mileage In: 175,172	Vehicle Out:
License: ABM2719	Exterior Color: SILVER	Mileage Out:	
State: WI	Production Date: 8/2009	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Traction Control

Stability Control

Rear Spoiler

California Emissions

Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4GFP7p

Preliminary Estimate

Item 23.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		PILLARS, ROCKER & FLOOR					
2	R&I	LT Rocker molding S, XRS				0.9	
3		REAR DOOR					
4	*	Blnd LT Outer panel (HSS)					<u>1.0</u>
5	R&I	LT Belt molding				0.3	
6	R&I	LT Handle, outside US built silver				0.4	
7	R&I	LT R&I trim panel				0.4	
8		BACK GLASS					
9	*	Subl Back glass Toyota US built +25%		1	<u>168.75</u> X		
open		Repl Molding US built	NOT USED	1			
11		Repl Dam	6481312180	1	11.64		
12		QUARTER PANEL					
13		Repl LT Stone guard w/cold area spec	5874202130	1	19.65	0.2	
14		Repl LT Quarter panel	6160202170	1	945.23	16.5	3.2
15		Add for Clear Coat					1.3
16	#	Refn Blend upper body					1.2
17	*	Blnd Fuel door					<u>0.2</u>
18		REAR LAMPS					
19	*	Repl LKQ LT Combo lamp assy +25%	8156112A50	1	81.25	<u>0.3</u>	
20		REAR BUMPER					
21	R&I	R&I bumper cover				Incl.	
22		MISCELLANEOUS OPERATIONS					
23	#	Subl Hazardous waste removal		1	3.00 T		
24	#	Repl Seam sealer/caulking		1	12.00 T	0.5	
25	#	Repl Cover Car		1	5.00 T		
26	#	R&I LR DOOR BODYSIDE MLDG.				0.5	
SUBTOTALS					1,246.52	20.0	6.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,226.52
Body Labor	20.0 hrs @	\$ 67.00 /hr	1,340.00
Paint Labor	6.9 hrs @	\$ 67.00 /hr	462.30
Paint Supplies	6.9 hrs @	\$ 47.00 /hr	324.30
Miscellaneous			20.00
Subtotal			3,373.12
Sales Tax	\$ 3,373.12 @	5.5000 %	185.52
Grand Total			3,558.64

Customer: XIONG, ALEX**Job Number:**

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

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D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

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Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 23.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
19	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~355064385 LKQ LT Combo lamp assy +25% Tail Lamp QTR MTD, LH, NORTH AMERICA BUILT,S#\$V3332 Quote: 2352110706 Expires: 03/04/24	\$ 65.00

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

ALTERNATE PARTS USAGE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

VIN: 2T1BU4EE6AC251587

Interior Color:

Mileage In: 175,172

Vehicle Out:

License: ABM2719

Exterior Color: SILVER

Mileage Out:

State: WI

Production Date: 8/2009

Condition:

Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	1	1



DEAN'S AUTO BODY, INC.

Deans Has the Means for All Your Collision Needs!

1407 N 29TH ST, SHEBOYGAN, WI 53081

Phone: (920) 457-5494

FAX: (920) 457-6495

Workfile ID:

PartsShare:

8deb01e3

7LT6Lb

Preliminary Estimate

Customer: Xiong, Alex

Written By: Joe Black

Insured: Xiong, Alex

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 08 Left Qtr Post (Left Side)

Owner:

Xiong, Alex

1614 Heller Ave

Sheboygan, WI 53081

(215) 820-8978 Cell

Inspection Location:

DEAN'S AUTO BODY, INC.

1407 N 29TH ST

SHEBOYGAN, WI 53081

Repair Facility

(920) 457-5494 Business

Insurance Company:

VEHICLE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

VIN: 2T1BU4EE6AC251587

Interior Color:

Mileage In: 175,296

Vehicle Out:

License: ABM-2719

Exterior Color: Classic Silver

Mileage Out:

State: WI

Production Date: 8/2009

Condition: Fair

Job #:

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Traction Control

Stability Control

Rear Spoiler

California Emissions

Power Trunk/Liftgate

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		RESTRAINT SYSTEMS					
2	*	R&I LT Head air bag US built			m	0.7	M
3		ROOF					
4		R&I R&I headliner				3.1	
5		PILLARS, ROCKER & FLOOR					
6		R&I LT Rocker molding S, XRS				0.9	
7		REAR DOOR					
8		R&I LT R&I door assy w/power units				1.1	
9		Refn LT Door shell w/power window US built (HSS)					1.9
10		Add for Clear Coat					0.8
11		R&I LT Belt molding				0.3	
12	#	R&I LT Body Side molding				0.3	
13		R&I LT Handle, outside US built silver				0.4	
14		R&I LT R&I trim panel				0.4	
15	#	Clean & re-tape mldg(s)		1		0.5	
16	#	Rpr Color sand and buff					
Note: (If needed / open until time of repair) CCC Guide to Estimating G39 . Refinished panels may or may not require a varying amount of wet sanding, compound rub-out or buffing operations in order to match original . Each panel requiring wet sand, rub-out and/or buff (refinish or blend) Add 30% of full base refinish time Math 1.9 x 30% = .6 LT Rear door panel only							
17		BACK GLASS					
18		R&I Back glass Toyota US built				Incl.	
19		QUARTER PANEL					
20		Repl LT Quarter panel	6160202170	1	945.23	16.5	3.2
21		Overlap Major Adj. Panel					-0.4
22		Add for Clear Coat					0.6
23		Refn Fuel door					0.3
24		Add for Clear Coat					0.1
25		Repl LT End panel	6169802910	1	73.55	3.4	0.4
26		Overlap Minor Panel					-0.2
27		Add for Clear Coat					0.1
28		Repl LT Stone guard w/cold area spec	5874202130	1	19.65	0.2	
29	#	Refn Feather edge prime and block					0.5
Note: CCC Guide to Estimating G34 PRIME & BLOCK . Prime & block (high build/primer-filler) is a required procedure							

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.

30 # Rpr Color sand and buff
 Note: (If needed / open until time of repair)
 CCC Guide to Estimating G39
 . Refinished panels may or may not require a varying amount of wet sanding, compound rub-out or buffing operations in order to match original
 . Each panel requiring wet sand, rub-out and/or buff (refinish or blend)
 Add 30% of full base refinish time
 Math $3.2 \times 30\% = 1.0$
 LT Quarter panel only

31	TRUNK LID						
32		R&I	R&I trunk lid				0.5
33	REAR LAMPS						
34	**	Repl	A/M CAPA LT Combo lamp assy	8156002460	1	120.00	Incl.
35	REAR BUMPER						
36		R&I	R&I bumper cover				Incl.
37	VEHICLE DIAGNOSTICS						
38	#		OEM Diagnostic Support		1	128.00	D
39	#		Pre Scan		1		1.0 M
40	#		Post Scan		1		0.5 M
			Note: Manufacture Requires Scan				
41	MISCELLANEOUS OPERATIONS						
42	#	Repl	OEM Research And Photo Documentation		1		1.0
43	#		Hazardous waste removal		1	8.00 T	
44	#	Repl	Cover Car		1	12.00 T	0.2
45	#	Refn	Corrosion protection (repair area)				0.2
46	#	Repl	Flex additive		1	12.00 T	
47	#	R&I	Rear Interior and Seats				2.5
48	#		Disconnect battery cable		1		0.2
49	#	Repl	Urethane kit		1	31.25	
50	#		***Possible hidden damage***		1		
SUBTOTALS						1,349.68	33.7
							7.5

Preliminary Estimate**Customer: Xiong, Alex**

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,317.68
Body Labor	31.5 hrs @	\$ 78.00 /hr	2,457.00
Paint Labor	7.5 hrs @	\$ 78.00 /hr	585.00
Mechanical Labor	2.2 hrs @	\$ 110.00 /hr	242.00
Paint Supplies	7.5 hrs @	\$ 53.00 /hr	397.50
Body Supplies	21.3 hrs @	\$ 5.00 /hr	106.50
Miscellaneous			32.00
Subtotal			5,137.68
Sales Tax	\$ 5,137.68 @	5.5000 %	282.57
Grand Total			5,420.25
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			5,420.25

Preliminary Estimate**Customer: Xiong, Alex**

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

BODY \$78/HR - REFINISH \$78/HR - MECHANICAL \$110/HR - PAINT & MATERIALS \$53/HR

As vehicle technologies increase, the costs of repairs escalate as well. With this comes a ten-fold increase in administrative duties required to process your claim. When adding even modest inflation it is inevitable at times that the hourly cost of labor must increase. Insurance "allowances" can lag behind these inevitable increases. At those times we will ask that you co-pay any differences. Most often this is not a large amount but allows us to properly train, retain, and compensate our staff for their efforts. Thus, providing you with a professional repair by a professional staff.

******FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO******<https://www.youtube.com/watch?v=jzfZCtmMRfo>****NOTICE TO INSURERS:**

Dean's Auto Body, Inc. does not negotiate labor rates. Parts & Procedures are open to justification while giving consideration to OEM guidelines. PLEASE refer to the above video link for a detailed explanation of that policy.

BLEND VS. REFINISH ADJACENT PANEL:

With all repairs the shop will invest time and talent in tinting to negate adjacent panel "blending" However, when required, that procedure will be billed as "adjacent panel refinishing." Not a blend allowance. The basis for this change is exceptionally well validated in the attached blend study report.

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

**** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.**

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES:

Charges for a total loss estimate, with pictures and documentation to support estimate, will be charged at a minimum of 4 hours and a cost of \$90 an hour. (Costs could go up depending on what is needed to complete the written evaluation for a total loss.)

*Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.

*Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.

*Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are \$75 per day

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8428, CCC Data Date 01/09/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

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Preliminary Estimate**Customer: Xiong, Alex**

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
28	Wilde Toyota 3225 S 108th St West Allis WI 53227	#5874202130 LT Stone guard w/cold area spec Quote: 1752073722 Expires: 02/24/24	\$ 19.65
34	Keystone, Inc 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#TO2800175C A/M CAPA LT Combo lamp assy Quote: 2360730237 Expires: 03/11/24	\$ 120.00

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

ALTERNATE PARTS USAGE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

VIN: 2T1BU4EE6AC251587

License: ABM-2719

State: WI

Interior Color:

Exterior Color: Classic Silver

Production Date: 8/2009

Mileage In: 175,296

Mileage Out:

Condition: Fair

Vehicle Out:

Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	1	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

**CITY OF SHEBOYGAN
R. O. 103-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs.

Claim No. 18-23**CITY OF SHEBOYGAN**
NOTICE OF INJURY

Name: Douglas C. Diedrichs
Address: 1612 S. 12th St.
Sheboygan, WI 53081
Phone: (920) 207-0418

Incident/Accident Information
Date: September 21, 2023
Time: 1:30 p.m.
Place: S. 12th St. & Spruce Ct.
City of Sheboygan

Douglas C. Diedrichs hereby notifies the City of Sheboygan of his injuries arising out of the circumstances as set forth below.

Mr. Diedrichs was injured on September 21, 2023 when he lost control of his motorcycle due to "spilt diesel fuel" on S. 12th St. while attempting to turn into his driveway at 1612 S. 12th St. in the City of Sheboygan. According to the Sheboygan Police Department Investigation narrative report, upon arrival at the scene the investigating officer was informed by the fire department that they were waiting to document a diesel spill and had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. The police took photographs of the scene and according to the accident report notified Shoreline Metro. See attached reports.

Mr. Diedrichs suffered injuries to his left side shoulder, chest and arm, and missed approximately 6 weeks of work as a result of the accident and we are in the process of gathering his medical records, bills and wage loss documentation in order to present a claim for damages.

Signed: _____

Jordan P. Blad

Attorney for Douglas Diedrichs

Date: _____

1/16/2024

Drafted by:

Alpert & Fellows LLC

P.O. Box 0994

Manitowoc, WI 54221-0994

(920) 682-6361

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

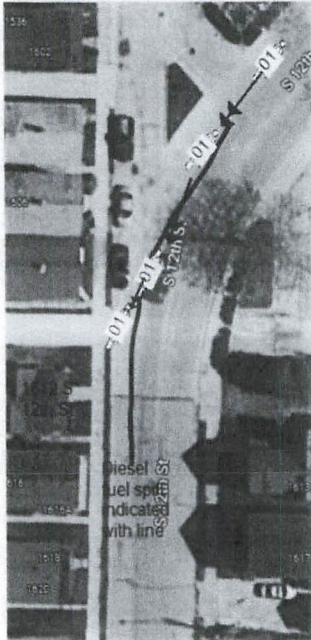
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD
SHEBOYGAN, WI 53081
(920) 459-3333

Item 24.

G7L0GTNC3R

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT K. POST	
Crash Date 09/21/2023		Crash Time 01:31 PM		Date Arrived 09/21/2023		Time Arrived 02:15 PM	
Date Notified 09/21/2023		Time Notified 02:09 PM		Total Units 01		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold		
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags			
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash		

Description

<p>Diagram</p>  <p>Diagram not to scale #450</p>	<p>Reconstruction By</p>
	<p>Photos By 450</p>
	<p>Additional Information PHOTOS</p>

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1, A MOTORCYCLE, WAS SOUTHBOUND ON S 12TH ST PASSING SPRUCE AVE. UNIT 1 RESIDES AT 1612 S 12TH ST AND WAS NEGOTIATING THE CURVE WITH THE INTENTION OF DRIVING INTO THEIR DRIVEWAY. THERE WAS A CONTINUOUS LINE OF SPILT DIESEL FUEL ALONG THE CURVE. UNIT 1 DROVE ONTO THE SPILT DIESEL CAUSING THE WHEELS TO SLIP AND FOR IT TO LAND ON ITS LEFT SIDE AND SKID ON THE GROUND. UNIT 1 SUFFERED MINOR DAMAGE AND OPERATOR HAD ABRASIONS TO THEIR LEFT ELBOW AND LEFT HAND. #450

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD
SHEBOYGAN, WI 53081
(920) 459-3333

Item 24.

Location

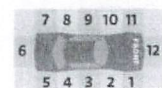
ON 1612 S 12TH ST 263 FT S OF SPRUCE CT (HOUSE/BUILDING 1612)	Latitude 43.737018861	Longitude -87.720187536
IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	X Coordinate 442005.09375	Y Coordinate 4842917
	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event OTHER NON-COLLISION	First Harmful Event Location ON ROADWAY	
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT	Light Condition DAYLIGHT	
Road Surface Condition(s) OIL, OTHER	Roadway Factor(s)	
Environment Factor(s) NONE	OTHER DEBRIS	
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS	Unit Type MOTORCYCLE			
	Vehicle Type AUTOCYCLE	Operating As Endorsements				
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With CARGO/EQUIPMENT LOSS OR SHIFT	Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE			
	Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO			
	Surface Type BLACKTOP (BITUMINOUS)	Road Curvature CURVE LEFT	Road Grade LEVEL			
	Truck Bus or HazMat NO					
	VEHICLE	Vehicle				
		License Plate Number 839TP	Plate Type CYC - CYCLE	St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number WB30G3304NRA19203		Make BMW	Year 2022	Model G310		
Color BLK - BLACK		Body Style EN - ENDURO	Bus Use			
Initial Contact Point 00 - NON-COLLISION		Vehicle Damage 08 - LEFT SIDE REAR, 09 - LEFT SIDE MIDDLE, 10 - LEFT SIDE FRONT				
Extent Of Damage MINOR DAMAGE						



G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Item 24.

UNIT	VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR		
		What Driver Was Doing NEGOTIATING CURVE		Vehicle Factors		
		Driver Prior Action Other		NOT APPLICABLE		
		Driver Actions NO CONTRIBUTING ACTION				
01	01	Owner Name DOUGLAS CHARLES DIEDERICHS (920) 207-0418		Owner Address 1612 S 12TH ST SHEBOYGAN, WI 53081 , US		
		Sequence Of Events				
UNIT	INDIVIDUAL	01	Event CARGO/EQUIPMENT LOSS OR SHIFT			
		02	Event			
		03	Event			
		04	Event			
UNIT	INDIVIDUAL	Policy Holder				
		Insurance Company ALLSTATE-VEHICLE-AND-PROPERTY-INS-CO		Individual DOUGLAS DIEDERICHS		
UNIT	INDIVIDUAL	Individual				
		Driver DOUGLAS CHARLES DIEDERICHS (920) 207-0418		Citations Issued 0	Sex MALE	
UNIT	INDIVIDUAL	Date of Birth 01/26/1971		Race WHITE		
		Address 1612 S 12TH ST SHEBOYGAN, WI 53081 , US		Driver License Number D3621637102601 STATE: WISCONSIN COUNTRY: UNITED STATES		
UNIT	INDIVIDUAL	Safety Equipment		On Duty Crash		
		Protective Gear				
UNIT	INDIVIDUAL	Row 01 - FRONT ROW	Seat Position 07 - LEFT	NONE		
		Helmet Use FULL-FACE		Helmet Compliance APPROVED		
UNIT	INDIVIDUAL	Eye Protection YES: WINDSHIELD		Tint Compliance UNKNOWN		
		Injury		Injury Severity SUSPECTED MINOR INJURY	Airbag NON DEPLOYED	
UNIT	INDIVIDUAL	Ejected NOT APPLICABLE	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED	
		Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
UNIT	INDIVIDUAL	Hospital		Date of Death	Time of Death	
		Distractions		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
UNIT	INDIVIDUAL	Distracted By Action NOT DISTRACTED				

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD
SHEBOYGAN, WI 53081
(920) 459-3333

Item 24.

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				



SHEBOYGAN POLICE DEPARTMENT

Incident C23-17121

Nature: PI ACCIDENT
Location: N45

Address: S 12TH ST & SPRUCE CT
SHEBOYGAN WI 53081

Offense Codes: 9420

Received By: RAKOW, E How Received: T Agency: SPD
Responding Officers: POST, KEVIN F
Responsible Officer: POST, KEVIN F Disposition: SIT 09/21/23
When Reported: 13:31:37 09/21/23 Occurred Between: 13:31:37 09/21/23 and 13:33:21 09/21/23

Assigned To: Detail: Date Assigned: **/**/**
Status: Status Date: **/**/** Due Date: **/**/**

Complainant:

Last: First: Mid:
DOB: **/**/** Dr Lic: Address:
Race: Sex: Phone: City: ,

Offense Codes

Reported: Observed: 9420 ACCIDENT/PERSONAL
INJURY

Additional Offense: 9420 ACCIDENT/PERSONAL
INJURY

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers: Unit :
POST, KEVIN F 450

Responsible Officer: POST, KEVIN F Agency: SPD
Received By: RAKOW, E Last Radio Log: 15:35:38 09/21/23 CMPLT
How Received: T TELEPHONE Clearance: CLR CLEARED
When Reported: 13:31:37 09/21/23 Disposition: SIT Date: 09/21/23
Judicial Status: Occurred between: 13:31:37 09/21/23
Misc Entry: and: 13:33:21 09/21/23

Modus Operandi: Description : Method :

Sheboygan Police
Department Record

DO NOT DISCLOSE

10/18/23

Involvements

Date	Type	Description
------	------	-------------

Narrative

#450 SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

Body Camera: Yes
Digital Photos: Yes

NARRATIVE:

On 09/21/2023 at approximately 1409 hours, I, Sergeant Post, was dispatched to the area of S. 12th Street and Spruce Court, in reference to an assist complaint. Dispatch advised that the fire department was on scene cleaning up a diesel spill, which had resulted in a motorcyclist having to put down their motorcycle.

Upon arrival, I made contact with fire department personnel. They advised that they had been waiting to clean up the diesel spill until I was there to document the scene. They further advised that they had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. I took photographs of the scene to document the long, continuous diesel spill that was on the curved portion of the roadway.

I then made contact with the operator of the motorcycle, Douglas C. Diederichs, [REDACTED]. Douglas advised that he was on his way home and was negotiating the curve, and intending to pull into his driveway, which is located on the curve, at which point his motorcycle hit the oil slick, causing the rear tires to fall off from underneath, and causing the motorcycle to be laid down on it's left side. Douglas directed me to his motorcycle, a BMW G310, with Wisconsin registration [REDACTED]. I was able to observe that there was scuffing to metal guards on the left side of the motorcycle near the front tire, as well as a broken left tail light. Photos of the damage and the motorcycle are also attached to this complaint. I also observed that Douglas had abrasions to his left side. Douglas directed me to a larger abrasion on his left elbow and upper arm, as well as to a small abrasion on his left outer hand. Photographs of these injuries were also documented. Douglas denied EMS, but said that he planned on going to get medical attention after our contact. It should also be noted that I observed that Douglas had a helmet that he wore during his operation of the motorcycle.

I again had contact with the Battalion Chief that was on scene from the Sheboygan Fire Department. He advised that he had observed trails of diesel from the bus starting in the area of Camelot Blvd all the way on the south side of the city. He advised that he had already stopped at Shoreline Metro, and that they had been somebody to follow the path to resolve any issues.

I then went to Shoreline Metro on Commerce Avenue, and spoke with Safety and Training Coordinator Bud Schultz, and Lead Mechanic Scott Navis. They advised that they were already aware of the incident, and were in the process of sending crews out to begin rectifying the issue in any other places that diesel may have

10/18/23

Incident C23-17121

Page 3 of 3

been spilt. I provided them with a case number for this complaint for their records.

This case is considered closed, and at this point, no further follow up is expected. Nothing further.

End of report. SERGEANT POST/jlk

10/18/23

**CITY OF SHEBOYGAN
R. O. 105-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located west of/and including 3512 Wilgus Avenue (Parcel Nos. 59281215833 and 59281215827).

OFFICE USE ONLY	Item 25.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
(Requirements Per Section 15.903)
Revised May, 2012

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: Van Horn Properties of Sheboygan LLC PHONE NO.: (920) 892-6466

ADDRESS: PO Box 298, Plymouth, WI 53073 E-MAIL: jniesen@vhcars.com

OWNER OF SITE: Van Horn Family Real Estate LLC PHONE NO.: (920) 892-6466

2. DESCRIPTION OF THE SUBJECT SITE

Parcel immediately west of 3512 Wilgus Ave (Town)
ADDRESS OF PROPERTY AFFECTED: 3512 Wilgus Ave (City)

LEGAL DESCRIPTION: PRT N1/2 NW1/4 LOT 1 AND S 10' OF LOT 2 CSM
REC IN VOL 14 P 240 AS DOC #1492826 ROD AND LOT 2 CSM V21 P117-118
#1754914 & AFFT #1765532 - PRT NE NW & NW NW SEC 21

PARCEL NO. 59281215833 & 59281215827 MAP NO. TBD

EXISTING ZONING DISTRICT CLASSIFICATION: SC (Suburban Commercial)

PROPOSED ZONING DISTRICT CLASSIFICATION: SC (Suburban Commercial) with PUD overlay

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Existing vehicle display lot

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

Proposed car dealership with repairs

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? _____

Combines two sites under the same ownership and use to more uniformly meet code and

stormwater across the site.

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: Planned unit development

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? _____

The properties will be used for the same purpose, a car dealership.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Matches zoning of existing neighboring parcel which is in harmony with the City of Sheboygan

comprehensive plan.

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.



Jeff Niesen (Jan 18, 2024 17:38 CST)

APPLICANT'S SIGNATURE

Jan 18, 2024

DATE

Jeff Niesen

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing: See sheet C1.1A

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 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.







Application for Signature

Final Audit Report

2024-01-18

Created:	2024-01-18
By:	Jessica Rodriguez (jessica.rodriguez@excelengineer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1i54fJ6yG5GJwyrL9dXDpnfDDOR_PfID

"Application for Signature" History

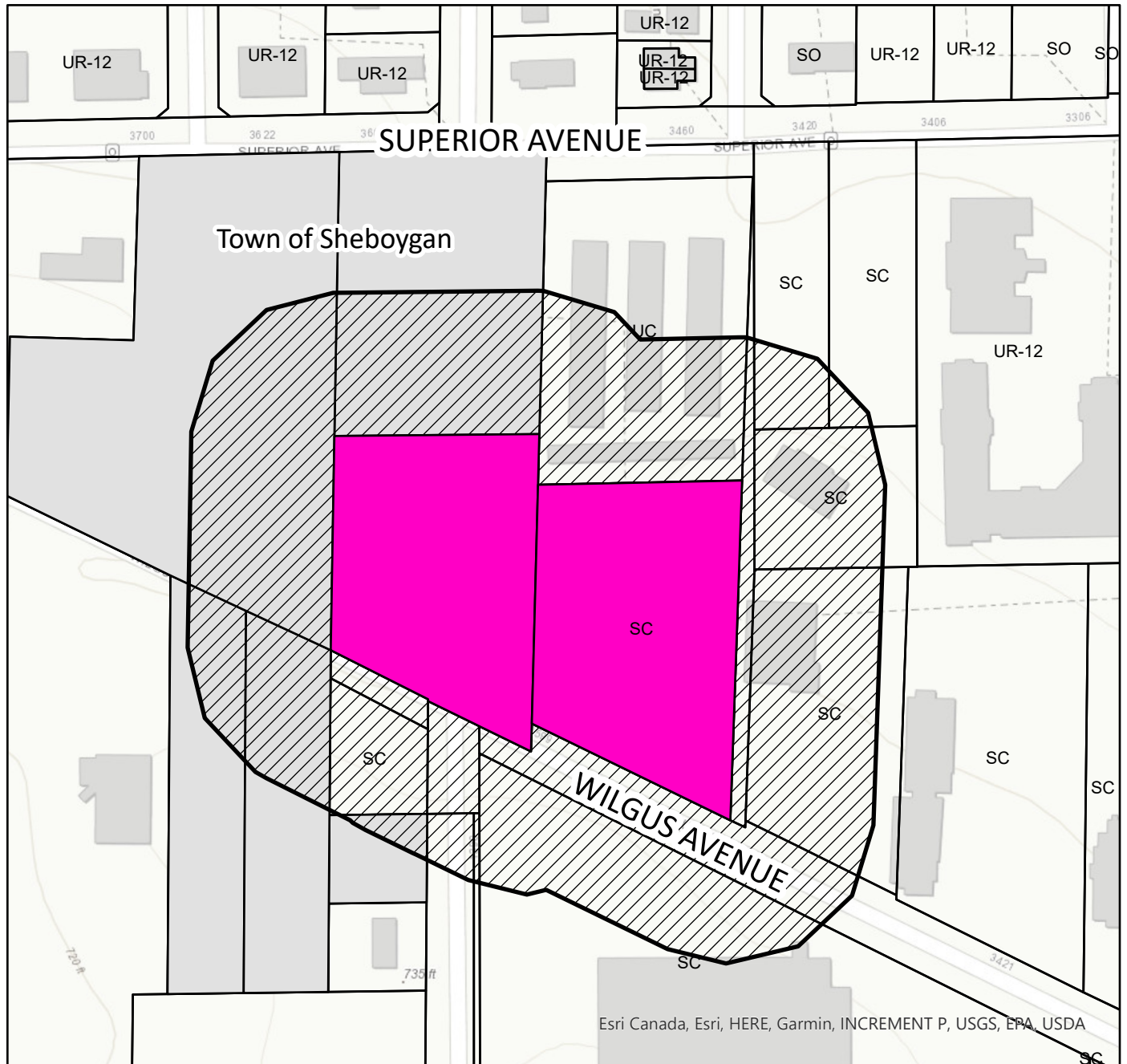
-  Document created by Jessica Rodriguez (jessica.rodriguez@excelengineer.com)
2024-01-18 - 9:57:12 PM GMT
-  Document emailed to jniesen@vhcars.com for signature
2024-01-18 - 9:57:42 PM GMT
-  Email viewed by jniesen@vhcars.com
2024-01-18 - 11:37:59 PM GMT
-  Signer jniesen@vhcars.com entered name at signing as Jeff Niesen
2024-01-18 - 11:38:29 PM GMT
-  Document e-signed by Jeff Niesen (jniesen@vhcars.com)
Signature Date: 2024-01-18 - 11:38:31 PM GMT - Time Source: server
-  Agreement completed.
2024-01-18 - 11:38:31 PM GMT



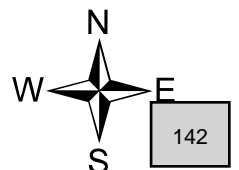
PROPOSED REZONE **FROM SUBURBAN COMMERCIAL (SC)** **TO SUBURBAN COMMERCIAL -PUD OVERLAY**

SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST

PRT N1/2 NW1/4 LOT 1 AND S 10' OF LOT 2 CSM REC IN VOL 14 P 240 AS DOC
 #1492826 ROD AND LOT 2 CSM V21 P117-118 #1754914 & AFFT #1765532 - PRT
 NE NW & NW NW SEC 21



0 100 200 400 Feet



**CITY OF SHEBOYGAN
R. O. 106-23-24**

BY CITY ADMINISTRATOR CASEY BRADLEY.

FEBRUARY 5, 2024.

Submitting a communication from City Administrator Casey Bradley to Mayor Ryan Sorenson and Common Council members providing background information on the proposed development agreement between the City of Sheboygan and Malibu Apartments, LLC.



TO: Mayor Sorenson and Common Council Members
FROM: Casey Bradley
DATE: February 1, 2024
SUBJECT: Malibu Apartments, LLC. Development Agreement

Item 26.

This memorandum intends to provide background regarding the Malibu Apartments, LLC Development Agreement and Project at [1403-1435 S Seventh Street](#).

Background

City staff have been working with Malibu Apartments, LLC to provide a development on the site known as “Kite Beach”, parcel no. 59281318390. This site is also known as the “Former Optenberg Site”. In the early 2000’s, the City entered into a development agreement for the development of this property with a different developer. That project ultimately did not happen as, from my understanding, the site was recognized by the [DNR as a contaminated](#) site in 2005, BRRTS#s 02-60-544558 & 06-60-544036 and the contamination on the site prevented that development from occurring.

The link provided above also illustrates the activity on the site since 2005. You will note in the Actions and Documents section of the link provided above, Malibu Apartments, LLC has been in active discussions with the DNR on their proposed project. This Developer is also working with the County Planning and Conservation Department, through a state grant received by the county, on the site clean-up plan. We will continue to work with the developer on the site clean-up process to ensure this project is completed as planned.

Proposed Project

This project site is located in what will be proposed as a new Tax Incremental District (TID), TID 21. The developer is proposing a two-phase project for a total of 210 apartments as well as commercial space for a restaurant located on the beach. Per the [development agreement](#), the developer must begin the first phase on or before October 1, 2024, and the second phase on or before December 31, 2026.

The project will be a mix of studio (29), one-bedroom (70), one-bedroom plus den (12), two-bedroom (87), and three-bedroom (12) options for a total of 210 total units. Phase one of the project will have first-floor parking, and may include roughly 3,486 square feet of commercial space for a planned restaurant. Above the first-floor parking would be four floors of apartments. Phase two would be a smaller building with first-floor parking and the four floors of apartments above. These plans can be viewed as [Exhibit C](#) of the development agreement. The developer will maintain public beach access as part of their overall project plan with regard to the extensive parking updates shown in Exhibit C. The developer has guaranteed an assessed value of \$40,000,000 as is listed in Article 3.1 of the Development Agreement.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



TO: Mayor Sorenson and Common Council Members
FROM: Casey Bradley
DATE: February 1, 2024
SUBJECT: Malibu Apartments, LLC. Development Agreement

Item 26.

Development Incentive

The proposed development agreement provides a pay-go incentive of 20% of the proposed development guarantee value, you can see this in 5.1 Municipal Revenue Obligation (a) \$8,000,000. This incentive will be paid over the life of the TID after the developer makes the site buildable and creates the development as proposed. We have worked with the developer to adjust the initial repayment schedule to be more aggressive in the first five years and then reduced back to normal levels until the incentive levels. The repayment schedule can be found in 5.1 Municipal Revenue Obligation (a)(a) and (b) of the attached development agreement. As written, we will reimburse 95% for years 2027-2031 and 75% each year thereafter until the 20% reimbursement has been reached or until the TID has been closed, whichever comes first.

City Responsibilities

City Administration and the Department of Public Works/Engineering will work with the developer to reconfigure the parking along South 7th St and Clara Avenue. This work will be minimal and will fit within our existing project on Clara Avenue already planned, and we plan to complete the work on Clara Avenue at the same time with minimal cost impacts. Depending on the final buildout of the site we may have some additional work along Georgia Ave. This can be found in 9.1 City Representations (c) of the development agreement.

Next Steps

The developer and City staff have reviewed this development agreement. The City's legal counsel drafted the agreement, and made all amendments to the agreement. We have reviewed this project on several occasions with all department heads as well as at our internal development meetings. Specifically, Police, Fire, and Transit have had an opportunity to review and provide input into this project.

This project and development agreement are now ready for final consideration by Council.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 152-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

WHEREAS, suspension of the rules is desired to allow swift reservations for facility use by area organizations.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC, in form substantially similar to the attached.

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 CITY OF SHEBOYGAN AND FOX VALLEY ATHLETICS, LLC
FOR THE MANAGEMENT AND OPERATION OF RECREATIONAL PROGRAMS
AT WILDWOOD ATHLETIC COMPLEX

This Agreement is made by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (“City”), and Fox Valley Athletics, LLC, a Wisconsin limited liability company (“FVA”).

RECITALS

WHEREAS, The City owns a public recreational facility commonly known as Wildwood Athletic Complex located at 2213 New Jersey Ave, Sheboygan, Wisconsin; and

WHEREAS, the professional management and operation of recreational programs at Wildwood Athletic Complex is a benefit to the city and its residents and visitors; and

WHEREAS, FVA has operated adult softball leagues in Appleton, Menasha, and Neenah and desires to offer quality recreation programs to the City of Sheboygan; and

WHEREAS, the Parties desire to set forth the terms and conditions under which FVA will manage recreational programs at Wildwood Athletic Complex.

NOW, THEREFORE, the parties agree as follows:

- I. FVA Responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, FVA’s responsibilities shall include:
 - a. Management and operation. FVA shall manage and operate all aspects of the Wildwood Athletic Complex sports facilities including, without limitation, administration, field and facility maintenance, staffing, concessions, and reservations. Such services include at a minimum, ballfield leveling, grooming, and grass mowing/trimming other than once weekly grass mowing provided by the City. FVA shall also notify the City if it becomes aware of the need for playground maintenance or tree trimming.
 - b. Services. FVA shall supply the following services:
 - i. Gas, oil, and grease necessary for equipment usage;
 - ii. Garbage bag replacement in trash and recycling receptacles and transferring full bags to the on-site dumpster;
 - iii. Flags;
 - iv. Ballfield supplies such as Diamond Mix, Turface, and chalk;
 - v. Provision of hand tools;
 - vi. Field grooming including but not limited to field mowing, grass and weed trimming, lawn rolling, infield and warning track grading;
 - vii. Cleaning restrooms, maintaining the interior of the concession stand, food service areas, and the immediate asphalt area outside of the ball diamonds.

- c. Security. FVA shall ensure the Wildwood Athletic Complex facility is secured after each use. FVA shall be responsible for maintaining possession of facility keys. Facility keys shall not be duplicated or distributed to non-FVA staff. FVA may be responsible for facility keying expenses from neglecting to maintain keys or return keys to the City.
- d. Legal Compliance. FVA shall comply with all applicable park rules, City ordinances and state laws regarding the operation of the concession stand and shall obtain all necessary permits and licenses required for such operation. FVA shall comply with all federal, state, and local laws, regulations, and rules applicable to its operations at Wildwood Athletic Complex.
- e. Concessions. FVA shall have the right, license, and privilege to provide concession services subject to the following:
 - i. FVA shall operate and manage the concession stand in a safe, efficient, sanitary, and environmentally-friendly manner. Such operation and management includes without limitation, the storage, preparation, and sale of concession items.
 - ii. Unless otherwise specifically set forth in this Agreement, FVA shall be responsible for providing all supplies and equipment necessary to deliver the services set forth in this Agreement to a level that, at a minimum, meets the demands and expectations of the customers. In acquiring supplies, equipment, goods, and services, FVA shall not use, pledge, or in any rely on the City's credit.
 - iii. Intoxicating Beverages. FVA shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the Wildwood Athletic Complex premises, and shall limit the sale of fermented malt beverages to be served only in paper or plastic cups, plastic bottles, or aluminum cans, and only sell such beverages during softball tournament activities, league play, or exhibition events taking place at Wildwood Athletic Complex. FVA's employees involved in the sale of fermented malt beverages shall be properly trained in the sale of alcohol and properly licensed as required.
 - iv. FVA shall provide food and beverages like those provided by similar facilities and generally expected by the public at comparable concession stands. Food and beverage offerings shall be based upon available kitchen facilities at the concession stand.
 - v. FVA shall arrange and accept all product deliveries to the concession stand. The City shall not be held responsible for the receipt of any product deliveries. FVA shall clarify with all vendors making such deliveries that FVA is accepting said deliveries and responsibility for same, including payment. FVA shall not use the City's name or credit to secure any such deliveries.

- vi. FVA may place temporary banners and advertising within the concession area and may place temporary sandwich board signs near the concession stand but such sandwich board signs shall be removed upon closing each day.
- f. Personnel. FVA shall employ a sufficient number of qualified personnel to ensure efficient performance of the various duties set forth in this Agreement. FVA shall be solely responsible for the salaries, benefits, tax withholding, Social Security, and other payroll deductions related to its employees. FVA's personnel are not employees of the City and no actions shall be taken or representations made to create an employment relationship between FVA personnel and the City.
- g. Honoring Existing Commitments. FVA agrees to honor the following previously agreed-upon City commitments regarding the use of the Wildwood Athletic Complex:
 - i. Youth Baseball Tournaments operated by Hit Machine Baseball Club LLC taking place on July 19, 20, 21 and July 26, 27, 28;
 - ii. Brewers Camp Baseball Academy operated by Sheboygan A's on August 5, 6, 7, 8, and 9 from 9:00 a.m. to 3:00 p.m. each day.
- h. Nondiscrimination. FVA shall not knowingly discriminate in its operations at Wildwood Athletic Complex with respect to its hiring practices and daily operations. This specifically includes discrimination against:
 - i. Any City resident(s), or organized team(s) in the activities of their organization insofar as league play, tournaments, and athletic activities are concerned;
 - ii. Any individual who attends as a participant or spectator of any FVA-sponsored athletic activities at the Wildwood Athletic Complex or any other City ballfields.
- i. Indemnification and Hold Harmless. To the extent permitted by law, FVA agrees to indemnify and defend and hold harmless the City of Sheboygan and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs, and attorney fees arising out of this Agreement caused in whole or in part by FVA, its officers, officials, employees, agents, or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.
- j. Insurance. FVA shall file with the City a certificate of insurance naming the City, its officers, officials, employees, and agents as additional insured and providing a notice of cancellation of at least thirty days to the City. All insurance shall be in full force and effect throughout the Agreement term and shall be placed with insurers who have an A.M. Best rating of no less than A-. FVA's insurance limits shall be the minimums set forth below:

- i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Workers Compensation: Statutory limits

II. City responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, and subject to available funding, the City shall be responsible for the following:

a. Equipment and supplies. Within ten days of contract execution, the City shall provide FVA with the use of the following equipment that has traditionally been kept at the Wildwood Athletic Complex:

- i. 1 Smithco ball diamond groomer;
- ii. 1 string trimmer;
- iii. 1 grease gun;
- iv. 14 picnic tables;
- v. 1 fryer;
- vi. Garbage cans;
- vii. 1 push mower;
- viii. Restroom toilet paper;

b. Services. The City shall provide the following services:

- i. Use of the existing storage garage and dumpster located on the Wildwood Athletic Complex premise and garbage collection for said dumpster;
- ii. Once weekly field mowing;
- iii. Playground maintenance.
- iv. Tree trimming as needed to correct hazards and eliminate impediments to softball or baseball games.

III. Amendments. This Agreement may be amended only by a writing signed by both Parties.

IV. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties and may not be assigned or transferred to a third party without the other Party's prior, written consent. Any attempted assignment in violation of this section shall be void. Without limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

V. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has 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. If either party is an LLC, such party shall provide to the other party at the time of execution a Statement of Authority (Form 501 - WI DFI).

- VI. Costs. FVA shall have use of the Wildwood Athletic Complex at no charge during the initial term of this Agreement. FVA shall have the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment at the Wildwood Athletic Complex premises. Such fees shall be set forth in a Fee Schedule attached to this Agreement as Exhibit A.
- VII. Counterparts. This Agreement may be executed in counterparts and all such counterparts together shall constitute one and the same instrument.
- VIII. Dispute Resolution. The Parties agree to make good faith attempts to negotiate disputes but if such negotiation fails, the parties agree that disputes may be resolved in Sheboygan County Circuit Court.
- IX. Entire Agreement. This Agreement contains the entire understanding between the parties on the subject matter thereof and no representations, inducements, promises, or agreements- oral or otherwise- that are not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter thereof.
- X. 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.
- XI. Governing Law. This Agreement shall be construed and interpreted in accordance with Wisconsin laws.
- XII. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent via first class mail, postage prepaid, to the address below. Delivery shall be deemed effective upon person delivery or deposit in the U.S. mail.
- | | |
|---------------------|---------------------------|
| City of Sheboygan | Fox Valley Athletics, LLC |
| Attn: City Clerk | Attn: Eric Schaefer |
| 828 Center Ave. | 1139 Honeycreek Circle |
| Sheboygan, WI 53081 | Oshkosh, WI 54904 |
- XIII. Right of Entry. The City reserves the right to enter and inspect Wildwood Athletic Complex at any time for any reason and FVA acknowledges and agrees that the City has such right.

- XIV. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) is omitted.
- XV. Taxes. FVA shall be responsible for any taxes that arise as a result of its usage of Wildwood Athletic Complex pursuant to this Agreement.
- XVI. Term and Termination. This Agreement shall be in force and effect as of the date the Agreement is executed by both parties and shall expire on November 1, 2024. This Agreement may be terminated by either Party for cause if the other party defaults in the performance of their responsibilities as set forth in the Agreement. The non-defaulting party shall provide notice of intent to terminate for cause and the basis therefore to the defaulting party with thirty days' notice. The defaulting party shall have thirty days to cure the default to avoid termination. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration.
- XVII. Waiver. No failure or delay of any Party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the latter date written below.

Fox Valley Athletics, LLC

By: _____

_____(name)_____, ____ (title)_____

Date: _____

City of Sheboygan

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A**COSTS****WILDWOOD ATHLETIC COMPLEX**

Weekend (two day) rental for use of complex with use of groomer	\$500.00
*Use of concession stand is not included	

**CITY OF SHEBOYGAN
RESOLUTION 146-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

FEBRUARY 5, 2024.

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Malibu Apartments, LLC for the development of the former Kite Beach site located at 1403-1435 South 7th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Tax Incremental District Development Agreement between Malibu 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 February 20, 2024 (the “**Effective Date**”) by and among the CITY OF SHEBOYGAN (the “**City**”), a Wisconsin municipal corporation, and MALIBU APARTMENTS, LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. The City intends to create 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. Developer owns (or has the ability to purchase under a binding contract that Developer represents will be assigned to Developer prior to closing on the acquisition of) 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. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a development on the Property consisting of one or more buildings that house at least two hundred ten (210) residential units and may contain approximately three thousand four hundred square feet of commercial space (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) provided by the City in this Agreement, Developer would not move forward with the Project.

E. 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.

F. 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 and Developer, 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; DISTRICT CREATION; TERMINATION

1.1 Required Information. The City shall have no 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 in form and substance reasonably acceptable to the City. On or before October 1, 2024, Developer shall provide to the City the following required information related to the Project (collectively, the “**Required Information**”) and such other documentation as the City may request, both in form and in substance acceptable to the City:

(a) A commitment for an owner’s policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the proposed insured/owner of the Property (the “**Property Commitment**”) and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Property Exceptions**”). None of the Property Exceptions shall interfere with the proposed development of the Project.

(b) A fully-executed offer to purchase the Property between Developer and the owner of record for the Property in form and substance of the offer attached hereto as Exhibit B which is incorporated herein by reference (the “**Offer**”) and all contingencies set forth in the Offer (other than having to do with the effectiveness of this Agreement at the closing for such purchase of the Property) have been waived, satisfied or are no longer applicable by passage of time or otherwise.

(c) 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.

(d) 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.

(e) 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 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).

(f) 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 and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(g) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement, the Offer 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).

1.2 Creation of the District. Subsequent to the Effective Date, the City shall make good faith efforts to create the District by initiating and reasonably pursuing the statutory process for the creation of a tax incremental district pursuant to the TI Act.

1.3 Termination Rights. If the City does not receive the approval of the District and the Project Plan by the City Council and the Joint Review Board, as required by Sections 66.1105(4) and 66.1105(4m) of the TI Act, the City 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). If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City 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 – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

2.1 Commencement Notice. Developer shall provide a written notice to the City of Developer's intention to commence the Project on or before October 1, 2024 (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 cure all outstanding Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have no obligation to perform any obligation of the City under this Agreement (including, without limitation, issuing the MRO) and the City may terminate this Agreement.

2.2 Developer Improvements. Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Property 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: (i) the first phase of the Project (installing footings for the southern building on the Property comprised of a combined 72 unit and 80 unit build as depicted in the site plan attached as Exhibit C, the "**First Phase**") on or before May 1, 2025; and (ii) the second phase of the Project (installing footings for the northern building on the Property comprised of an at least fifty-eight (58) unit build as depicted in the site plan attached as Exhibit C, the "**Second Phase**") on or before December 31, 2026. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the

improvements, obligations and work set forth in this Section 2.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 16.10 below). On or before May 1, 2026 (the “**First Phase Completion Date**”), the First Phase of the Project shall be completed, and on or before December 31, 2027 (the “**Second Phase Completion Date**”) the Second Phase of the Project shall be completed and on the Second Phase Completion Date at least two hundred ten (210) residential units shall be 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, 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 applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

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.

2.3 Progress and Quality of Work. Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 16.10 below. Subject to the foregoing, completion of the First Phase of

the Project (as evidenced by the issuance of an occupancy permit on the Property for the First Phase) shall occur on or before the First Phase Completion Date, and completion of the Second Phase of the Project (as evidenced by the issuance of an occupancy permit on the Property for the Second Phase) shall occur on or before the Second Phase 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.

2.4 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 shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

2.5 Indemnification and Insurance Required of Private Contractors. 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.

2.6 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval 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.

2.7 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.8 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.

2.9 Reconstruction. Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property, Developer shall proceed with the repair and replacement of such improvements on the Property affected by such a loss or damage 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, immediately prior to the casualty, loss or damage (each an "**Uncured Casualty Loss**"). Subject to force majeure delays, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a loss or damage to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 2.9, Developer shall be in Default under this Agreement and the City shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law.

ARTICLE III– DEVELOPER GUARANTY AND OBLIGATIONS

3.1 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 Forty Million Dollars (\$40,000,000.00; the “**Guaranteed Value**”) by December 31, 2027. 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 December 31, 2027 (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.

3.2 Failure to Construct. If Developer provides a Commencement Notice as required by Section 2.1 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 sums 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.

3.3 Guaranty Obligations. If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a “**Shortfall Event**”), then Developer and the 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.

3.4 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 III shall be made within ten (10) days of written request for payment by the City.

ARTICLE IV – ACCESS, INSPECTIONS AND CONTRACTORS

4.1 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 reasonable advance notice to Developer) for the City to inspect the Property and the Project.

4.2 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.

4.3 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 V – MUNICIPAL REVENUE OBLIGATION

5.1 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) Eight Million Dollars (\$8,000,000.00); 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:

- (a) ninety-five percent (95%) during the life of the District for calendar years 2027, 2028, 2029, 2030 and 2031, and
- (b) seventy-five percent (75%) during the life of the District for each calendar year after 2031 but on or prior to the Final Payment Date,

of the difference between 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, 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 31st 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.

5.2 MRO Form. The MRO shall be substantially in the form attached to this Agreement as Exhibit D (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.

5.3 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) Eight Million Dollars (\$8,000,000.00); 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.

5.4 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 payment schedules set forth in such MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year), subject to appropriation by the City Common Council.

ARTICLE VI – ZONING, LAND USE AND RESTRICTIVE COVENANT

6.1 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.

6.2 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 the Property in any manner which would render 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, 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 6.2. 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. 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.

6.3 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 VII – ASSIGNMENTS AND CHANGES OF CONTROL

7.1 Assignments and Change of Control. This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City 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 (which may be withheld by the City 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 E attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the City to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) 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.

ARTICLE VIII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 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 the Offer 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 and the Offer;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement and/or the Offer 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, the Offer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement (including, without limitation, the Offer) when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable 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 ten (10) 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 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 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, might 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;

(l) Developer shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

(m) Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed 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) 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) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property; and

(p) 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.

8.2 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.

8.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement and the Offer.

ARTICLE IX – CITY REPRESENTATIONS

9.1 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;

(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; and

(c) The City will perform the Street Parking Work (as defined below) in the area adjacent to the Property along South 7th Street and Clara Avenue as generally shown in the attached Exhibit F attached hereto and incorporated herein by reference. “**Street Parking Work**” means to remove and replace existing curb and gutter along the applicable roads and line the parking spaces consistent with the Final Plans.

ARTICLE X – DEFAULTS

10.1 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 the Offer or any other agreement related to the Project).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement 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.

ARTICLE XI – REMEDIES

11.1 Remedies. In the event of a Default, the 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 10.1(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 the Default is not fully and timely cured by Developer, the City 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 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 may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys’ fees incurred by the City related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The City 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

(iv) The City may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the City, subject to Section 16.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the City 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 under applicable law.

ARTICLE XII – SUCCESSORS AND ASSIGNS

12.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the 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 7.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XIII – TERMINATION

13.1 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 by the City pursuant to the terms of this Agreement;

however, Developer agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIV – NOTICES

14.1 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; (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested); or (d) in the case of an e-mail notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below; provided that any party may request that an e-mail notice be followed by another form of notice under this Section 14.1 within three (3) calendar days after such request, and addressed as follows:

If to the City:

City of Sheboygan
Attention: City Administrator
828 Center Avenue, Suite 300
Sheboygan, WI 53081
casey.bradley@sheboyganwi.gov

City of Sheboygan
Attention: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081
charles.adams@sheboyganwi.gov

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202
brion.winters@vonbriesen.com

If to Developer:

Malibu Apartments, LLC
Attn: Jake Buswell
1525 Torrey View Drive
Sparta, WI 54656
jake.buswell@allamericandoitcenter.com

with a copy to:

Malibu Apartments, LLC
Attn: Todd Page
1525 Torrey View Drive
Sparta, WI 54656
todd.page@allamericandoitcenter.com

ARTICLE XV – APPLICABLE LAW

15.1 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 XVI – MISCELLENEOUS

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

16.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City on the Property and any or all of 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 for recording purposes.

16.10 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, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, 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 six (6) month extension on the deadlines set forth in Section 1.1 and 2.2 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.

16.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

16.12 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.

16.13 Recitals. The RECITALS set forth above are true, accurate and incorporated herein by reference.

[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)
) I
SHEBOYGAN COUNTY)

Personally came before me this ____ day of February, 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: MALIBU APARTMENTS, LLC

By: _____

Name: Jacob Buswell, Partner

STATE OF WISCONSIN)
) I
 _____ COUNTY)

Personally came before me this _____ day of February, 2024, the above named Jacob Buswell, a Partner of Malibu Apartments, LLC 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 III 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****PARCEL A:**

Parcel A of Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 14, 2006 in Volume 22 of Certified Survey Maps, at Page 165, as Document No. 1803252, being part of a parcel of land being part of Lots 1 thru 6 inclusive in Block 1 of the Southside Land Company Addition to the City of Sheboygan, Also being all of Block 1 and a part of Lots 1 thru 6 in Block 292 of the Original Plat of the City of Sheboygan, including the vacated alley adjoining, located in Section 26, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

PARCEL B:

The North 50 feet of Lots 5 and 6, Block 292 of the Original Plat of the City of Sheboygan, according to the recording plat thereof, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

For informational purposes only:

Property Address: Situated on South 7th Street, Sheboygan, WI 53081

Tax Key Number: 59281318390 (Parcel A) and 59281303390 (Parcel B)

EXHIBIT B

Offer

[SEE ATTACHED]

Property Address: 1403-1435 S 7 St, Sheboygan, WI 53081

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56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in
 79 this Offer except none other.

80 _____, If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]**
 98 and _____

100 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT]**

101 "Conditions Affecting the Property or Transaction" are defined to include:

102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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Red Earth or

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- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.
 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.
 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR-812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.
 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 126 system serving the Property not closed or abandoned according to applicable regulations.
 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8944, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)
 134 k. Existing or abandoned manure storage facilities located on the property.
 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.
 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.
 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain;
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.
 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.
 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use value assessment
 157 conversion charge; or payment of a use value assessment conversion charge has been deferred.
 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.
 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.
 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 defect or material condition.

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178 aa. Archaeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26-IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.
 182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.
 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**
 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.
 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.
 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.
 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.
 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.
 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**
 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 60 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of Multi Family Development subject to
252 Wisconsin Department of Natural Resources (WDNR) and City of Sheboygan receptive to
253 initial conceptual site plan [insert proposed use

254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
275 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

276 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
277 ☐ water _____; ☐ telephone _____; ☐ cable _____;
278 ☐ other _____

279 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
280 roads.

281 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
282 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
283 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

284 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
285 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

286 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
287 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
288 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
289 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
290 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
291 Property, the location of improvements, if any, and Seller is providing a current ALTA Survey and

292 **Certified Survey Map as part of Seller Documents in Seller possession. Any updated surveys**
293 **are at Buyer expense** **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
294 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
295 dimensions; total acreage or square footage; easements or rights-of-way.

296 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required
297 to obtain the map when setting the deadline.

298 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
299 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
300 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
301 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
302

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303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within 180 days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

N/A **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

N/A **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

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425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer.

442 **N/A BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

453 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 454 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 455 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 456 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 457 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 458 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 459 Offer becomes primary.

460 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 461 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 462 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
 463 stricken).

464 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 465 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
 466 association assessments, fuel and _____

467 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

468 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

469 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

470 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 471 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
 472 APPLIES IF NO BOX IS CHECKED.

473 ☐ Current assessment times current mill rate (current means as of the date of closing).

474 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 475 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

476 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 477 **substantially different than the amount used for proration especially in transactions involving new construction,**
 478 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
 479 **assessor regarding possible tax changes.**

480 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 481 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

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days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and any other matters that Buyer objects to and Seller does not agree to cure

(insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).

DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 14biz days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 20 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 3biz days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY: If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

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545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
 547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
 548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
 549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
 550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
 551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
 552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
 560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
 562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
 563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
 565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
 585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
 587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
 588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
 589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
 596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
 603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
 608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
 610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
 611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
 612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
 616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
 619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
 621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
 622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
 623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
 624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
 625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
 627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
 628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
 639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
 642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
 649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is aware that Seller is a licensed real estate
 651 broker in the State of WI.

652
 653 Buyer acknowledges that no property condition report is provided as property is being sold
 654 as is where is.

655
 656 Seller is providing a list of documents in seller possession including a shared link as
 657 part of the Offer to Purchase.

658
 659 Buyer agrees that no other real estate brokerage firm is involved in this transaction other
 660 than EC Commercial Real Estate.

661
 662 See attached rider to Offer to Purchase for further Buyer contingencies.

663
 664

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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: _____

671 Name of Buyer's recipient for delivery, if any: _____

672 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____) _____

674 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 676 line 679 or 680.

677 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: ahurst@ener-con.com; paulanne@eccommercial.net

683 Email Address for Buyer: jake.buswell@allamericandoitcenter.com; paulanne@eccommercial.net

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 ☒ **ADDENDA**: The attached Rider and Seller Document List/Link is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Paulanne Phillips, EC Commercial Real Estate

688

689 (x) Paul R. Buswell Jacob Buswell 11/7/2023
 690 Buyer's Signature ▲ Print Name Here ▶ Red Earth, LLC And/Or Assigns Date ▲

691 (x)

692 Buyer's Signature ▲ Print Name Here ▶ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 696 **COPY OF THIS OFFER.**

697 (x) [Signature] 11.7.23
 698 Seller's Signature ▲ Print Name Here ▶ Sheboygan Lakeview Property, LLC Date ▲

699 (x) Michael Dilworth, Member

700 Seller's Signature ▲ Print Name Here ▶ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] Paulanne Phillips
 702 EC Commercial Real Estate on November 7, 2023 at 2:00 a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

RIDER TO OFFER TO PURCHASE
dated October 26, 2023

The following terms and conditions shall be deemed to be a part of the foregoing attached WB-13 Vacant Land Offer to Purchase between Red Earth, LLC, a Wisconsin limited liability company ("Buyer") and Sheboygan Lakeview Property, LLC, a Wisconsin limited liability company ("Seller") dated October 26, 2023 ("Offer") for the real estate described in the Offer ("Property"). The terms of this Rider shall supersede any conflicting provisions in the Offer. Buyer is aware that the Property is being sold in as is condition. The Offer and this Rider are collectively referred to herein as the "Agreement".

- I. **Contingencies:** Buyer's and Seller's obligation to conclude this transaction shall be contingent upon the following:

- A. **Buyer's Inspection/Review Period:** Buyer shall have one hundred eighty days (180) days after Seller's acceptance of this Offer (such period being the "Inspection/Review Period") to review Seller Documents in Seller Possession provided as part of the Offer, to conduct physical inspections of the Property as permitted in this Rider and to obtain approvals deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's intended use, which includes but is not limited to agreeing to the terms of a development agreement. Buyer shall have ninety (90) days after Seller's acceptance of this Agreement to present the initial conceptual site plan for multi-family development to the Wisconsin Department of Natural Resources (WDNR) and the City of Sheboygan to obtain written confirmation (which may be via letter and/or e-mail communications with the WDNR and City of Sheboygan) if both parties are initially receptive to the initial conceptual plan (such period being the "Initial Reception Period"). If Buyer is unable to obtain approvals during the Initial Reception Period or is dissatisfied with the Property for any reason whatsoever during the Inspection/Review Period, Buyer may terminate this Agreement by giving written notice of termination to Seller at any time prior to expiration of the Initial Reception Period or Inspection/Review Period, as applicable. If Buyer so timely terminates this Agreement, as applicable, Knight Barry Title Company ("Title Company") shall return all refundable earnest money to Buyer in accordance with the terms of Section II(B) of this Rider.

Buyer shall have two (2) options to extend the Inspection/Review Period, each for a ninety (90) day period upon written notice to Seller within five (5) days of expiration of the Inspection/Review Period, as may have been timely extended, for municipal approval of Buyer's planned development of the Property and additional investigation of issues that arise from the permitted physical and environmental inspections. At the time Buyer exercises its first extension option, Ten Thousand and 00/100 Dollars (\$10,000.00) of the initial Earnest Money deposit will become nonrefundable and shall be payable to Seller upon Buyer's default of this Agreement. At the time Buyer exercises its second extension option, all of Buyer's inspection contingencies shall be waived and Buyer's extension shall only relate to Buyer securing municipal approval of Buyer's planned development of the Property. Further, Buyer shall deposit with Title Company an additional Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Additional Earnest Money") at the time of Buyer's exercise of its second extension option. The Additional Earnest Money shall be nonrefundable and shall be payable to Seller upon Buyer's default of this Agreement. A total of \$30,000.00 of Earnest Money will be nonrefundable but shall be applied to the Purchase Price at closing.

- B. **ALTA Survey/Certified Survey Map:** Seller has provided the existing ALTA Survey and

Certified Survey Map that Seller has in its possession. Buyer, at Buyer's sole expense, may obtain an updated ALTA Survey and Certified Survey Map (either individually or together being the "Survey") of the Property prepared by a certified Wisconsin surveyor within thirty (30) days of full and mutual execution of the Agreement (the "Survey Period").

- C. **Title and Survey Objections:** Buyer's right to object to matters of title and Survey, respectively, shall expire within twenty (20) days after the later to occur of (i) receipt from Seller of the title commitment, or (ii) Buyer's receipt of the Survey (provided Buyer's right to object to matters of title and Survey shall in no event extend passed twenty (20) days after expiration of the Survey Period), as applicable. If Seller is unable or unwilling to remove any objections Buyer has with respect to the title commitment or Survey, Seller shall notify Buyer in writing ("Seller's Notice") within three (3) business days after Seller's receipt of Buyer's notice of objections, which objections Seller is unwilling or unable to remove. If Seller fails to deliver Seller's Notice within such three (3) business day period, Seller shall be deemed to have not agreed to cure any of Buyer's objections. Buyer shall elect, in writing within three (3) business days thereafter, either to: (i) terminate and cancel the Agreement, in which case all Earnest Money (less \$100) shall be returned to Buyer and, except as set forth in this Agreement, neither party shall have further obligations hereunder; or (ii) waive the title objections and proceed to closing. If Buyer fails to make an election as set forth above, the parties shall proceed to closing.

Contingencies Waived or Satisfied:

If Buyer does not provide Seller written notice of any objection or termination of the Agreement within the respective contingency timeline, such contingency shall automatically be deemed waived and satisfied.

II. Additional Provisions:

A. **Access to Property:**

Buyer shall provide Seller with at least twelve (12) hour written notice with full description for Seller approval of the inspections that Buyer or Buyer's agents, employees or independent contractors desire to conduct on the Property. Upon Seller authorizing such inspections in writing, Buyer shall have access to the Property for the purpose of completing approved inspections at Buyer's sole cost. Notwithstanding anything to the contrary, in no event shall Buyer perform any invasive testing or Phase II Site Assessment on the Property without Seller's prior written consent. Buyer shall keep confidential any information disclosed in its investigations and testing, (i) except to the extent required by law, (ii) unless Seller requests the same from Buyer in writing (which Buyer shall thereafter promptly provide), and (iii) except to allow Buyer to share any findings with its professional contractors and City of Sheboygan staff to create a site mitigation/material management/capping plan, and this obligation shall survive termination of this Agreement. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer's contractors shall maintain liability insurance for all such activities on the Property, which shall name Seller as an additional insured party. Any material damage to the Property caused by Buyer or its agents shall be repaired as directed by Seller, and the Property shall be restored to substantially the condition existing prior to Buyer's due diligence activities at the sole cost and expense of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's due diligence activities, which indemnity shall survive closing or termination of this Agreement, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said due diligence activities that Buyer does not exacerbate.

B. Earnest Money Escrow Payment:

Buyer shall deliver to Title Company any and all earnest money deposits made required in the Agreement via wire transfer. Title Company shall provide instructions for Buyer's wiring earnest money upon binding acceptance.

Title Company shall hold and disburse these funds in accordance with the terms of the Agreement, and shall rely upon a good faith decision based upon advice of an attorney not representing any party to the Agreement. In addition, in the event of a dispute and Title Company's inability to comply with any of the foregoing provisions for payment, Title Company may deposit the funds into the Circuit Court for Sheboygan County where the Property is located, and thereafter be relieved from responsibility. On any disbursement to which the Buyer and Seller do not agree, Title Company shall send written notice to all parties of the intent to disburse. The notice shall state to whom, the amount and when the disbursement will be made, and the disbursement shall not occur until at least ten (10) days after mailing the notice.

Title Company shall not be liable for any acts or omissions performed in good faith pursuant to this Agreement. Also, the undersigned parties shall hold Title Company harmless from all reasonable actions taken in accordance with this Agreement and agree to share all out-of-pocket expenses incurred by Title Company, which may arise out of this Agreement.

C. Reserved.

D. Section 1031: Either party may elect to assign this Agreement to a qualified Intermediary or third party to complete a like kind exchange of property in accordance with Section 1031 of the Internal Revenue Code of 1987, as amended. The parties agree to cooperate with each other and/or a third party in a manner reasonably necessary to complete the exchange; provided, however, any such election shall be at no cost or liability to the other party. Should this Agreement become part of a Section 1031 transaction, the non-electing party may enforce any and all representations, warranties, covenants and other obligations of the electing party under this Agreement directly against the electing party.

D. As-Is, Where-is Sale: NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES IN ANY WAY RESPECTING THE PROPERTY, OTHER THAN THE LIMITED WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED BY WHICH CONVEYANCE OF THE PROPERTY SHALL BE MADE. NO PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, HAVE BEEN MADE BY SELLER IN ANY WAY CONCERNING OR WITH RESPECT TO: (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, SOIL OR GEOLOGY; (II) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY; (III) THE PHYSICAL CONDITION OF THE BUILDING AND OTHER IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY COMPONENT THEREOF; (IV) PRESENCE OR ABSENCE OF ANY FLOODPLAIN, WETLANDS OR ENVIRONMENTAL CORRIDOR; OR (V) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL LAW. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER IS BEING GIVEN FULL AND AMPLE OPPORTUNITY TO INSPECT THE PROPERTY, AND TO HAVE

THE PROPERTY INSPECTED BY PROFESSIONAL CONSULTANTS OF BUYER'S CHOICE AND AT BUYER'S EXPENSE AND, TO THE EXTENT BUYER WAIVES THE CONTINGENCIES CONTAINED IN THE AGREEMENT, AND ELECTS TO PURCHASE THE PROPERTY, BUYER WILL BE DOING SO ENTIRELY IN RELIANCE UPON ITS OWN INVESTIGATIONS AND THOSE OF ITS PROFESSIONAL CONSULTANTS, AND NOT UPON ANY INFORMATION OR DOCUMENTS PROVIDED BY SELLER OR ANY PERSON, AGENT OR EMPLOYEE ACTING ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY PREVIOUSLY FURNISHED REAL ESTATE CONDITION REPORT, OR ANY OTHER DOCUMENTS PROVIDED BY SELLER TO BUYER CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, AND THAT THE PURCHASE PRICE HAS BEEN NEGOTIATED TO REFLECT A SALE ON SUCH BASIS. THE AS-IS PROVISIONS OF THIS RIDER SHALL SURVIVE CLOSING AND BE INCLUDED IN THE DEED BY WHICH CONVEYANCE OF THE PROPERTY IS MADE. BUYER WAIVES ANY RIGHT TO ANY REAL ESTATE CONDITION REPORT, VACANT LAND DISCLOSURE REPORT OR SIMILAR DISCLOSURE FROM SELLER THAT MAY OTHERWISE BE REQUIRED BY WISCONSIN OR FEDERAL LAW.

F. Closing:

If Buyer does not terminate this Offer during an available contingency period, closing of the Purchase and sale of the Property, shall occur fourteen (14) days after Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon fourteen (14) days prior written notice to Seller.

At Closing, Seller shall deliver to Buyer, in addition to other items referred to elsewhere in this Agreement to be delivered by Seller to Buyer, the following documents:

- (a) Deed. The special warranty deed, duly executed and acknowledged in condition required by the Agreement;
- (b) Owner's Affidavit. An Owner's Affidavit as to construction liens and possession, in a form acceptable to the Title Company, duly executed and acknowledged by Seller;
- (c) Broker's Affidavit. A Broker's Affidavit as to real estate broker's fees and commission, in a form acceptable to the Title Company, duly exercised and acknowledged by Seller;
- (d) Closing Statement. A closing statement setting forth a summary of the purchase price;
- (e) Reserved.
- (f) Evidence of Payment. Evidence of payment of all real estate taxes due and payable, if any, special assessments, water bills, sewer bills, and any other municipal and governmental levies that Seller is responsible for under this Agreement, and evidence that all utility charges and other expenses with regard to the Property are paid current or prorated through the date of closing;
- (g) Transfer Declarations. All state, county, and local real property transfer declarations and returns;
- (h) Payoff letters. Payoff letter or executed and recordable satisfactions for all mortgages, liens and judgments being satisfied as of the closing date that Seller is responsible for and agrees to cure under this Agreement (if applicable);
- (i) Seller shall deliver to Buyer an assignment of all Seller's right, title and interest relating to the Property, including, but not limited to, any and all assignable leases, contracts, plans, certificates, licenses, developer rights, permits, authorizations and approvals, relating to the Property (collectively the "Assignment Rights"). Seller shall deliver to Buyer copies or originals, as applicable and in its possession, of all documentation relating to the Assignment Rights.

(j) Other Documents. Any other document reasonably required by the Title Company in order to issue the title policy to Buyer in accordance with Seller's obligations under this Agreement.

At Closing, Buyer shall deliver to Seller the following: (a) the Purchase Price in good and readily available funds via cash or wire; (b) a countersigned copy of the instrument conveying the Assignment Rights; (c) the closing statement; (d) evidence of payment of any invoices relating to Buyer's due diligence activities on the Property; and (e) any other document or affidavit reasonably required by Title Company to issue the title policy to Buyer and to close the transaction contemplated by the Agreement.

G. Assignment of Offer to Purchase:

Buyer shall have the right to assign this Agreement to an entity owned and controlled by Buyer, provided that notwithstanding any such assignment, Buyer shall remain responsible for all obligations of the Buyer hereunder, including but not limited to the payment of the Purchase Price. Buyer shall not otherwise have the right to assign this Agreement without written consent of Seller, which consent shall be granted or withheld in Seller's sole discretion.

H. Authorization to Sign Documents:

Buyer and Seller represent and warrant to each other that the individuals signing this Agreement on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.

I. **Counterparts.** This Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof. Facsimile signatures of this agreement shall be treated as original signatures.

J. Legal Counsel:

EC Commercial Real Estate makes no representation as to the accuracy or completeness of the disclosures made in this Agreement. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Agreement and all other legal documents associated with the purchase/sale of this Property. The language used in this Agreement shall be deemed to be the language chosen by all of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

K. **Notice.** The following shall be added to Line 682 of the Offer: jtluljak@michaelbest.com; jslohn@michaelbest.com; and jmmertz@michaelbest.com.

M. **Severability.** In the event that any provision of this Agreement is later determined to be illegal, invalid, or unenforceable for any reason, such provision shall be deemed severed herefrom and such severance shall not affect the legality, validity, or enforceability of the other provisions herein.

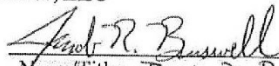
Entire Agreement: This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

[Signature Page Follows]

In witness whereof, Seller and Buyer have caused this Rider to be executed on the date written below, their respective signatures, to be effective as of the full executed date of this Rider.

Buyer:


Red Earth, LLC

By: 
Name/Title: Jacob R. Buswell

Date: 11/7/2023

Seller:

Sheboygan Lakeview Property, LLC

By: 
Name/Title: Michael Dilworth, Member

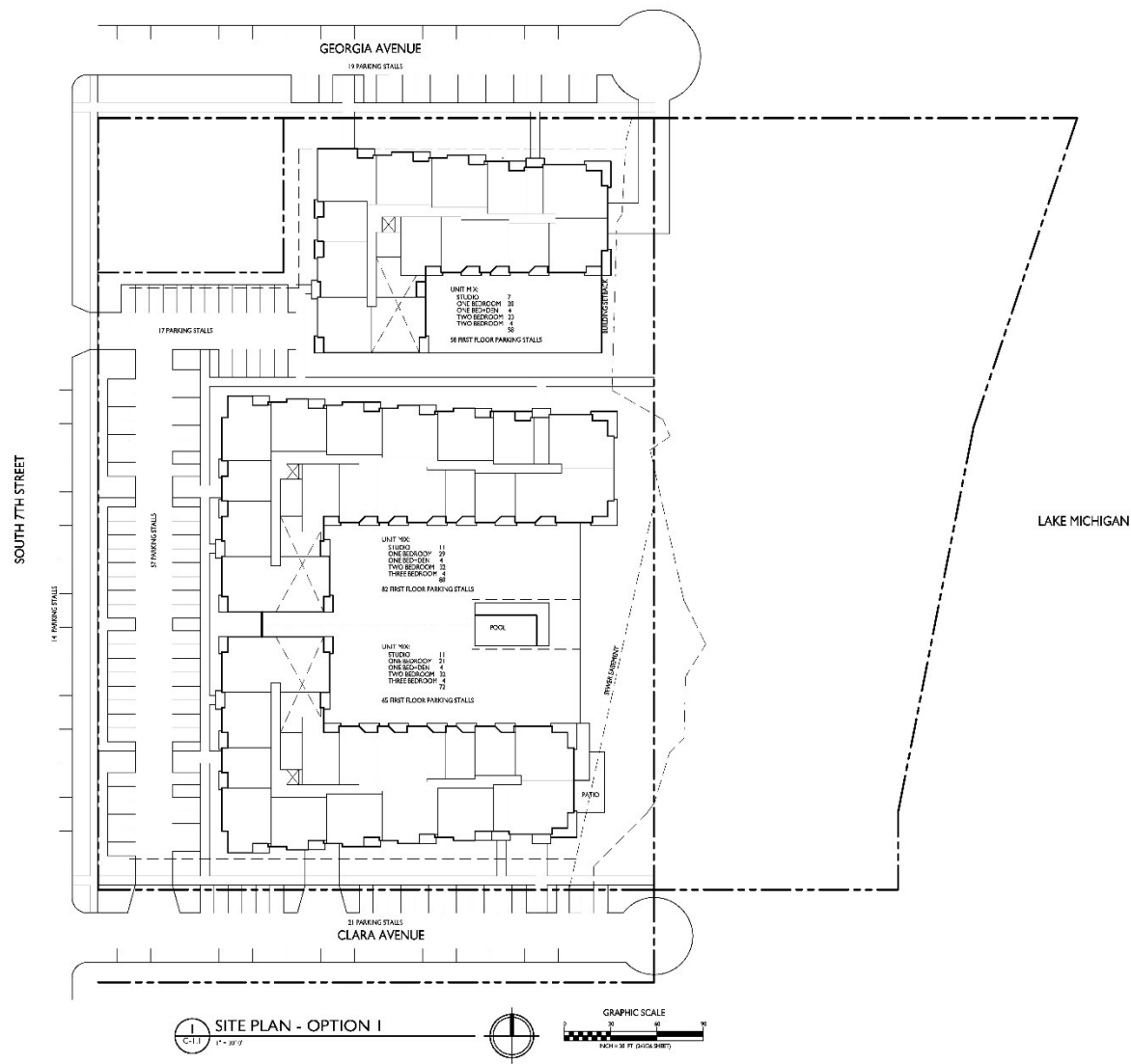
Date: 11.7.23

Exhibit C

Site Plan

[SEE ATTACHED]

EXHIBIT C



ISSUED
Issued for Review - November 21, 2023

PROJECT TITLE
Site Concept

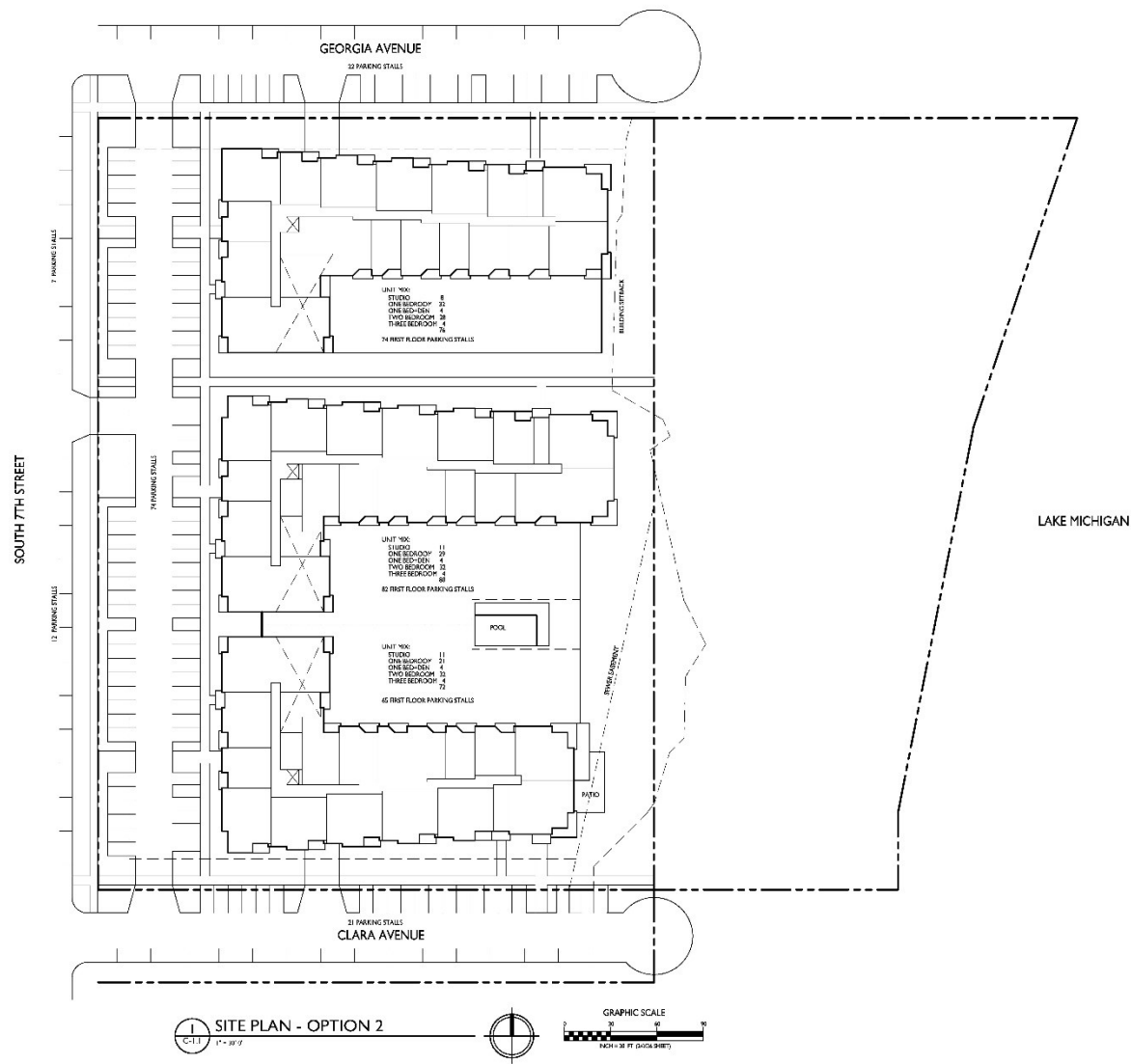
Red Earth
Development

1403-1435 S 7th Street
Sheboygan, Wisconsin
SHEET TITLE
Site Plan

SHEET NUMBER

C-1.1
PROJECT NO. 2378
© Knothe & Bruce Architects, LLC

EXHIBIT C



ISSUED
Issued for Review - November 21, 2023

PROJECT TITLE
Site Concept

Red Earth
Development

1403-1435 S 7th Street
Sheboygan, Wisconsin
SHEET TITLE
Site Plan

SHEET NUMBER

C-1.1
PROJECT NO. 2378
© Knothe & Bruce Architects, LLC

EXHIBIT C



ISSUED
Issued for Review - November 21, 2023

PROJECT TITLE
Site Concept

Red Earth
Development

1403-1435 S 7th Street
Sheboygan, Wisconsin
SHEET TITLE
First Floor Plan

SHEET NUMBER

C-1.2
PROJECT NO. 2378
© Knothe & Bruce Architects, LLC

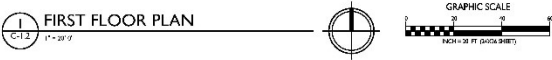
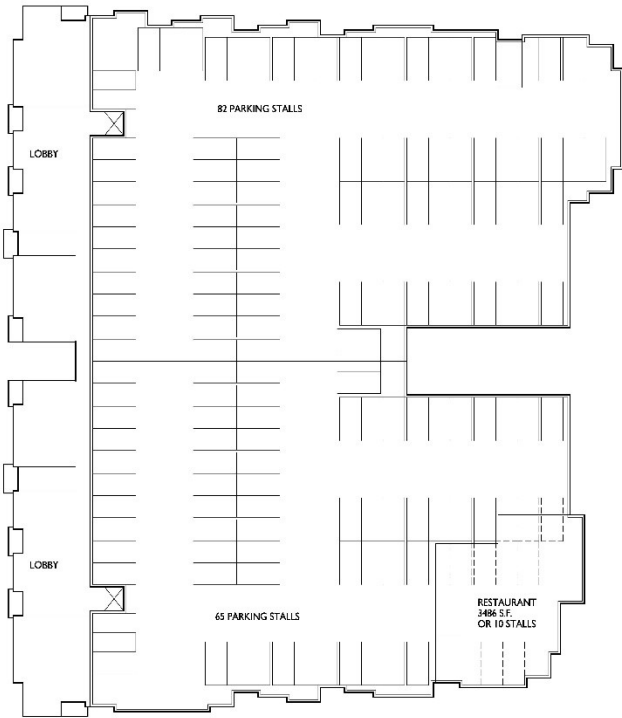


EXHIBIT C

Exhibit D**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 \$8,000,000.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**City**”), promises to pay to Malibu Apartments, 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 February 20, 2024 by and between the City and Developer (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, 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 5.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of:

- (a) Eight Million Dollars (\$8,000,000.00), 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.

For the avoidance of any doubt, the Available Tax Increment for MRO payments made during the life of the District in 2027, 2028, 2029, 2030 and 2031, if made, shall equal ninety-five percent (95%) of the difference between the Tax Increment actually received by the City in such year and allocated for payment on the MRO less the Priority Project Costs, and the Available Tax Increment for MRO payments made during the life of the District for every year after 2031 but prior to or on the Final Payment Date, if made, shall equal seventy-five percent (75%) of the difference between the Tax Increment actually received by the City in such year and allocated for payment on the MRO less the Priority Project Costs.

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 5.1, 5.3 and 11.1 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 herein. 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 Administrator

(SEAL)

Attest: EXHIBIT
Name: _____, City Clerk

Schedule 1**Payment Schedule**

Subject to the City's actual receipt 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, 20__	\$ _____
	=====
Total	Up to \$8,000,000.00

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.

Date of RegistrationName of Registered OwnerSignature of [City Clerk]

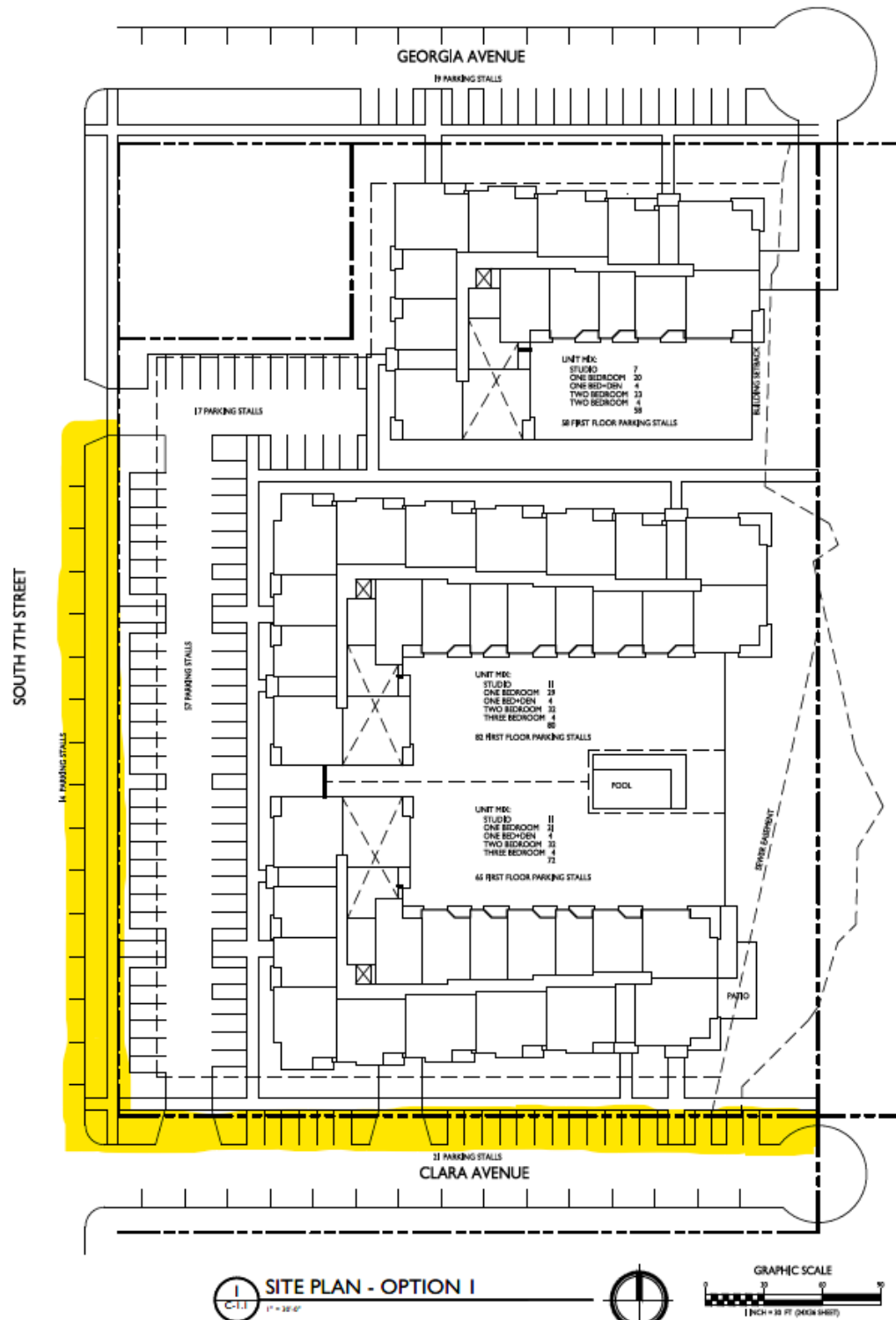
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT E**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%)

EXHIBIT F**Street Parking Work Area**

The Street Parking Work shall be performed in the area highlighted below.



**CITY OF SHEBOYGAN
RESOLUTION 147-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.

WHEREAS, the 2024 Capital Improvements Plan included up to \$65,000 in the Motor Vehicle Fund the purchase of a tar kettle trailer for crack filling; and

WHEREAS, the Sheboygan Water Utility has elected to replace a quad-axle dump truck with a new model and intends to trade-in the current truck; and

WHEREAS, the Motor Vehicle Department believes the purchase of this truck in lieu of the tar kettle trailer would better meet their current needs; and

WHEREAS, the Sheboygan Water Utility has agreed to sell the truck to the Motor Vehicle Department for the appraised trade-in value of \$35,000; and

WHEREAS, the Motor Vehicle Department has inspected the truck and has determined that there is approximately \$20,000 of improvements that will need to be completed to get the truck to the state needed for required use; and

WHEREAS, City Ordinance allows for the direct purchase of equipment from other governmental entities without the need for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to adjust the 2024 Capital Improvements Plan to reallocate the associated funds for the purchase of a tar kettle trailer to the purchase of the used dump truck from the Sheboygan Water Utility via the following budget amendment:

DECREASE:

Motor Vehicle Fund – Motor Vehicle – Light Equipment (Acct. No. 730399-651200)	\$65,000
Motor Vehicle Fund – Motor Vehicle – Fund Equity Applied (Acct. No. 730-493000)	\$10,000

INCREASE:

Motor Vehicle Fund – Motor Vehicle – Heavy Equipment (Acct. No. 730399-651400)	\$55,000
---	----------

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
RESOLUTION 149-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the purchase of 1211 North 23rd Street (Parcel No. 59281206682) from Aurora Medical Group Inc. for future use by the City.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Aurora Medical Group Inc., thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at line 622 of the Commercial Offer to Purchase.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

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

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 1, 2024 **[DATE] IS (AGENT OF BUYER)**

2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, City of Sheboygan,

4 offers to purchase the Property known as 1211 North 23rd Street (tax parcel no. 59281206682)

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the City _____ of Sheboygan _____, County

8 of Sheboygan _____ Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Million Four Hundred Thousand and 00/100

10 _____ Dollars (\$ 1,400,000.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: _____

21 _____

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before February 14, 2024. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **[CLOSING]** This transaction is to be closed on or before March 15, 2024

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **[EARNEST MONEY]**

53 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ **EARNEST MONEY** of \$ _____ will be mailed, or commercially, electronically
56 or personally delivered within _____ days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
58 _____) **STRIKE THOSE NOT APPLICABLE**
59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**
63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.
75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: _____
88 _____. If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____
96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**
99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**
104 "Conditions Affecting the Property or Transaction" are defined to include:
105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: a fire station

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property ~~and a written determination by a qualified independent third party that none of these prohibit or~~
189 ~~significantly delay or increase the costs of the proposed use or development identified at lines 181-183.~~

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.

201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other _____

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ■ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 ■ **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**358 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a**
365 **contingency for that purpose.**366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

- (1) Seller does not have the right to cure; or
- (2) Seller has the right to cure but:
 - (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and _____.

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503 _____
504 _____, Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
 555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
 557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
 558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
 559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
 562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
 563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
 566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
 573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
 575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
 576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
 578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
 580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
 581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
 582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
 586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
 589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
 591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
 592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
 593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

Offer is contingent upon Common Council approval.

Seller represents that there are no tenants in the building or parties with leasehold interests in the property as of the date of acceptance of the offer.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: The Boerke Company, Inc.

661 Name of Buyer's recipient for delivery, if any: City Administrator Casey Bradley

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: () Buyer: ()

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 ☒ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller:

670 Address for Buyer: City Administrator Casey Bradley, 828 Center Ave., Suite 300, Sheboygan, WI 53081

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: mkeane@boerke.com

673 Email Address for Buyer: casey.bradley@sheboyganwi.gov

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

678 Buyer Entity Name (if any): City of Sheboygan

679 (x) _____

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Mayor Ryan Sorenson

Date ▲

681 (x) _____

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► City Clerk Meredith DeBruin

Date ▲

683
684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): Aurora Medical Group Inc.

689 (x) _____

690 Seller's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

691 (x) _____

692 Seller's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] _____

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____

696 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

**CITY OF SHEBOYGAN
RESOLUTION 148-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to take necessary actions to receive a grant from Fund for Lake Michigan for the Maywood and Evergreen Parks Water Quality Improvement project.

WHEREAS, the City has been awarded a grant in the amount of \$70,000.00 from Fund for Lake Michigan; and

WHEREAS, the City will work with Lakeshore Natural Resources Partnership to develop a preliminary design plan to incorporate nature-based solutions to mitigate erosion and nutrient loading from gully system and point source stormwater discharges with the Pigeon River corridor in Evergreen Park and Maywood Environmental Park to improve water quality; and

WHEREAS, a copy of the Fund for Lake Michigan Grant Agreement is attached to this Resolution; and

WHEREAS, the Department of Public Works will be responsible for the administration of the agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized to sign all documents necessary to obtain and administer the grant.

BE IT FURTHER RESOLVED: That the grant funds shall be deposited in Account No. 101-437005 (General Fund – General – Local Grants).

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



A fund within the Greater Milwaukee Foundation
 c/o Greater Milwaukee Foundation
 101 W. Pleasant St., Milwaukee, WI 53212
 phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 122528

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name:	City of Sheboygan		
Amount of grant:	\$70,000	Date authorized:	11/17/2023
Grant purpose:	Maywood and Evergreen Parks Water Quality Improvement		
Grant period begins:	12/1/2023	Ends:	12/31/2024
Payment schedule:	\$60,000 on 1/1/2024 and \$10,000 on 2/1/2025		
Reporting schedule:	A final report is due 1/31/2025		
Special conditions:			

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.

- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff.
- E. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- A final report is due on: 1/31/2025

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

Signature of Representative

Print Name and Title

Date

**CITY OF SHEBOYGAN
RESOLUTION 150-23-24
BY ALDERPERSONS DEKKER AND RUST.**

FEBRUARY 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Norcon Corporation for the rehabilitation of the aeration basins at the City of Sheboygan Wastewater Treatment Facility.

WHEREAS, the City of Sheboygan Wastewater Treatment Facility aeration basins are in need of repairs and rehabilitation to ensure that the structures remain watertight and in compliance with WDNR regulations; and

WHEREAS, the City engaged the services of Donohue and Associates of Sheboygan to analyze the condition of the basins and develop specifications for the rehabilitation to return the structures to a sound and compliant condition; and

WHEREAS, the City issued a Request for Bids for the project and received two bids from firms qualified to perform such repairs; and

WHEREAS, the bids were received and reviewed by Donohue and Associates and City staff and the low bid, submitted by Norcon Corporation of Schofield, Wisconsin, has been found to meet or exceed all of the requirements associated with the project; and

WHEREAS, Donohue and Associates has prepared and provided to the City a formal letter of recommendation for award of the contract to Norcon Corporation in the amount of \$795,837.00.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the contract with Norcon Corporation, a copy of which is attached hereto and incorporated herein, for the repairs and rehabilitation of the aeration basins at the Sheboygan Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$795,837.00 from Account No. 630361-641100 (Wastewater Capital-Improvements Other Than Buildings) for the project.


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 16 (ADDENDUM 3)		
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**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Norcon Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project consists of General Construction and Rehabilitation to the existing north and south aeration basins including concrete walkway repairs, leaking expansion joint repairs and sealing, and baffle and pipe support removal and replacement.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Sheboygan
 Regional Wastewater Treatment Facility
 Aeration Basin Rehabilitation
 Sheboygan, Wisconsin

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Donohue & Associates, Inc, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*


- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. All the Work (with the exception of the concrete walkway repair work and tunnel expansion joints) will be substantially completed on or before August 30, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2024. The Work associated with the concrete walkway repairs and tunnel expansion joints shall be completed and ready for final payment in accordance with Article 15 of the General Conditions on or before November 15, 2024.

4.03 *Milestones*

- A. Not Applicable.


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4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

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ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.


ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

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6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Division 00, Appendix, and technical Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 12, inclusive, with each sheet bearing the following general title: CITY OF SHEBOYGAN, REGIONAL WASTEWATER TREATMENT FACILITY, AERATION BASIN REHABILITATION, SHEBOYGAN, WISCONSIN.
 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 11/20/2023.
 - b. Number 2 dated 11/30/2023.
 - c. Number 3 dated 12/06/2023.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.


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- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 16 (ADDENDUM 3)		
		Bid Number:		Page:	6 of 7

8.02 *Contractor's Certifications*


- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 16 (ADDENDUM 3)		
		Bid Number:		Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Norcon Corporation

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date:

Date:

Attest:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Address for giving notices:

Signatures authorized pursuant to Res. ____-23-24.

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

PROJECT MANUAL
CITY OF SHEBOYGAN
REGIONAL WASTEWATER TREATMENT FACILITY
AERATION BASIN REHABILITATION
SHEBOYGAN, WISCONSIN

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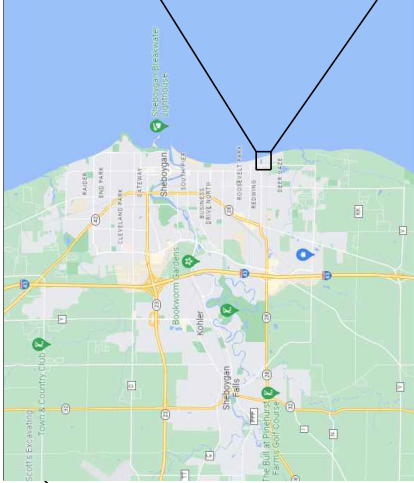
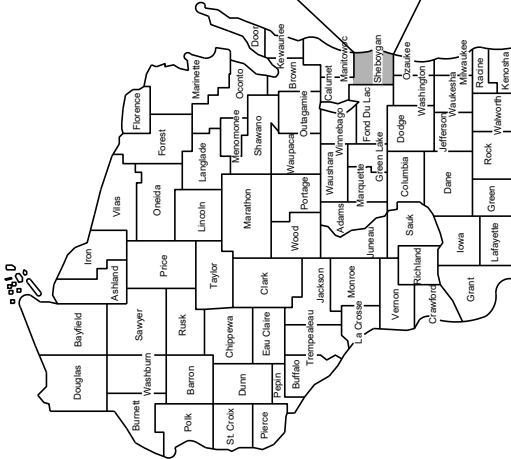
APPENDIX

CITY OF SHEBOYGAN REGIONAL WASTEWATER TREATMENT FACILITY AERATION BASIN REHABILITATION

SHEBOYGAN, WI
OCTOBER 2023

DRAWING INDEX

SHEET NUMBER	DRAWING NUMBER	DRAWING DESCRIPTION
1	01	COVER
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5	05	STRUCTURE 100-AERATION BASINS
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11	11	PHOTOS
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WISCONSIN

PROJECT LOCATION MAP

SHEBOYGAN WASTEWATER TREATMENT FACILITY
3333 LAKESHORE DR
SHEBOYGAN, WI, 53081

PROJECT SITE MAP

PREPARED BY



City of Sheboygan Regional Wastewater Treatment Facility Aeration Basin Rehabilitation (#8797231)

Owner: City of Sheboygan

Solicitor: Donohue & Associates - Sheboygan

12/21/2023 02:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Norcon Corporation	
						Unit Price	Extension
	1	All Sections	All Work Except For Items No. 2 through No. 5	LS	1	\$497,679.00	\$497,679.00
	2	07 92 00	Expansion Joint Repair Inside Tanks and Channels	Ln Ft	923	\$176.00	\$162,448.00
	3	07 92 00	Expansion Joint Repair Inside Tunnels and on Walkway Surfaces	Ln Ft	310	\$317.00	\$98,270.00
	4	03 01 30.71	Repair Concrete Surface Along Expansion Joints in Tanks and Walkways	Ln Ft	130	\$162.00	\$21,060.00
	5	03 01 30.71	Repair Concrete Surface on Walkways	Sq Ft	45	\$364.00	\$16,380.00
Base Bid Total:							\$795,837.00

**CITY OF SHEBOYGAN
RESOLUTION 151-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a Clinical Affiliation Agreement Between the Grafton Fire Department and the City of Sheboygan Fire Department for purposes of education and clinical experience of the Grafton Fire Department paramedics.

RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to execute the attached Clinical Affiliation Agreement allowing employees of the Grafton Fire Department to accompany City of Sheboygan Fire Department employees for clinical experience.

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

CLINICAL AFFILIATION AGREEMENT BETWEEN:

The Grafton Fire Department

AND

The City of Sheboygan Fire Department

THIS AGREEMENT is between the Village of Grafton Fire Department (“Grafton”), and the City of Sheboygan Fire Department (“Sheboygan”) (Grafton and Sheboygan may be referred to herein individually as a “Party” and collectively as “Parties”). The relationship is established for the purposes of education and clinical training of the Grafton Fire Department paramedics. By this Agreement, Sheboygan retains responsibility for the care of their patients and Grafton accepts responsibility for its employee’s clinical activities and clinical education. To establish this educational relationship, the Parties agree to the following:

1. **Program Agreement**

The Parties shall mutually agree in writing as to the Grafton Fire Department’s proposed objectives for clinical placement of its paramedics (“such written objectives shall be referred to herein as the “Program Agreement”). The Program Agreement sets forth the educational program for The Grafton Fire Department’s clinical experience at the Sheboygan Department. The Grafton Fire Department’s clinical education program objectives will contain at minimum the following:

- The academic content and nature of anticipated clinical experience
- The qualifications of its paramedics as needed for the clinical experience
- The anticipated schedule of the clinical experience
- The educational responsibilities of the Grafton Fire Department
- The educational responsibilities of the Grafton Fire Department and the Sheboygan Fire Department as it applies to this Agreement

2. **Term and Termination**

The term of this Agreement shall be from April 1, 2024 to December 31, 2024. Either party may terminate this Agreement at any time for any reason by providing notice of intent to terminate in writing to the other party in accordance with Section 5(d) of this Agreement.

3. **Responsibilities of the Grafton Fire Department**

The Grafton Fire Department agrees that it shall:

- a. Be responsible for the educational program of its paramedics assigned to the City of Sheboygan Fire Department by establishing scheduling acceptable to the Sheboygan Fire Department as well as a clinical scope of skills and practices permitted while under the supervision of Sheboygan Fire Department paramedics.
- b. Require its paramedics to submit to the Sheboygan Fire Department evidence of proper health requirements as required by Sheboygan Fire Department;

- c. Require its paramedics to abide by all Sheboygan Fire Department policies, rules and regulations including, but not limited to, Sheboygan Fire Department policies of conduct, infection control, standard precautions and the handling of hazardous materials;
- d. Remove any Grafton paramedic from the Sheboygan Fire Department clinical ride-along program upon reasonable request;
- e. Retain responsibility for actions of paramedics while operating with the Sheboygan Fire Department.
- f. Obtain and maintain in full force and effect during the term of the Agreement comprehensive general liability and malpractice insurance covering its employees and agents against all liabilities arising from the activities contemplated by this Agreement, with limits of not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate.
- g. Upon Sheboygan Fire Department request, The Grafton Fire Department shall provide the Sheboygan Fire Department with certificates of insurance evidencing such coverage within Thirty (30) days of execution of this Agreement and to require its insurance carrier to provide the Sheboygan Fire Department with Thirty (30) days prior written notice of any revocation or reduction in such coverage.

4. **Responsibilities of the Sheboygan Fire Department**

Sheboygan Fire Department agrees that it shall:

- a. Allow the use of its clinical and educational facilities *based on availability*, including parking assignments as available, as mutually agreed upon by the parties;
- b. Maintain standards of patient care and institutional policies, which will provide quality patient care and thus, provide optimum educational experience in a safe environment.
- c. Provide or refer Grafton Fire Department paramedics to alternate outpatient treatment in case of accident or illness. However, in no circumstances shall the Sheboygan Fire Department bear the cost of any such treatment including, but not limited to, emergency room or outpatient treatment.
- d. Reserve the right to deny or limit clinical ride along time based on the needs of the Sheboygan department, other intergovernmental agreements and agreements with local educational institutions.
- e. Reserve the right to remove any paramedic from the clinical ride along for cause. "Cause" shall be understood as including but not being limited to noncompliance with a Sheboygan Fire Department policy, procedure, or directive; or unprofessional conduct. Such determination shall be made by the Sheboygan Fire

Chief or their designee and shall be communicated to the Grafton Fire Chief or their designee at the time of or immediately after removal.

5. **Responsibilities of Both Parties**

In addition to the above, the Parties shall:

- a. Agree to indemnify and hold harmless the other Party, its officers, directors, agent, employees, medical staff and representatives, from all costs, damages and expenses (including reasonable attorney fees) arising from its actions or omissions or the actions or omissions of its firefighter/paramedics, staff, employees, agents or representatives which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement. Neither party agrees to waive their statutory limitations of liability.
- b. Comply with all applicable federal and state laws, rules and regulations including, but not limited to, those regarding confidentiality of patient care records, the protection of human research subjects, and the unlawful discrimination against any person receiving services under this Agreement because of race, color, sex, national origin, age or handicap.
- c. Amend or modify this Agreement in writing only upon mutual Agreement and executed with the same formality as this document.
- d. Deliver notices required to be given under this Agreement in writing and shall be hand delivered or sent by United States Certified or Registered mail, postage prepaid, to the address below:

City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

AND

Grafton Fire Department
Attn: Chief WM Rice
1431 13th Ave.
Grafton, WI 53024

With a copy to:

Sheboygan Fire Department
Attn: Fire Chief
1326 North 25th Street
Sheboygan, Wisconsin 53081

IN WITNESS WHEREOF, the parties have executed this Agreement and agree to the terms set forth.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH THE PROPERLY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE EXECUTED THIS AGREEMENT

City of Grafton

address

address

City of Sheboygan

828 Center Ave.

Sheboygan, WI 53081

By: _____
_____, Mayor

By: _____
Ryan Sorenson, Mayor

Date: _____

Date _____

Attest: _____ Attest: _____
Meredith DeBruin, City Clerk

Date: _____ Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 153-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

FEBRUARY 5, 2024.

A RESOLUTION authorizing acceptance of the 2024 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant and establishing an appropriation in the 2024 budget for grant funds received.

WHEREAS, in 2022, there were 1,324 motor vehicle collisions with pedestrians in Wisconsin, causing 72 fatalities and injuring 1,195 pedestrians. This amounts to a rate of one pedestrian killed or injured in Wisconsin every 7 hours. Pedestrian street crossings are the most common cause of such crashes, especially when drivers are distracted or pedestrians move into traffic unexpectedly; and

WHEREAS, the City of Sheboygan Police Department submitted a grant application and has been approved to receive a grant in the total amount of \$25,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations; and

WHEREAS, the funding received would be \$25,000 from State sources with a local match of 25% required; and

WHEREAS, the 25% match would be met within the current Police Department Budget.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to sign all documents necessary to administer the grant.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following budget amendment to incorporate the revenue and expenses related to the grant:

INCREASE:

General Fund – State Grants – Police (Acct. No. 101-435230)	\$25,000
General Fund – Police Department – Overtime (Acct. No. 101210-510111)	\$21,826
General Fund – Police Department – FICA (Acct. No. 101210-520310)	\$ 1,353
General Fund – Police Department – Medicare (Acct. No. 101210-520311)	\$ 316
General Fund – Police Department – Wisconsin Retirement (Acct. No. 101210-520320)	\$ 1,505

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. 187-23-24**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred Gen. Ord. No. 36-23-24 by Alderpersons Dekker and Rust amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront; recommends adopting the Ordinance with amendments outlined in attached memo by City Attorney Adams.

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

**MEMORANDUM**

TO: Common Council

FROM: City Attorney Charles C. Adams

SUBJECT: Changes to Chapter 60

DATE: January 31, 2024

When considering Ord. 36-23-24, the public works committee at their meeting on January 23, 2024 recommended creating additional language related to permits for docking at the marina and in the Sheboygan River. The committee recommended adding that language to Sec. 60-46. In reviewing the change, I moved the change to Sec. 60-131, where other regulations related to permits is contained. I did so in order to keep the organization of the chapter intact and logical.

In making that change, I made a few non-substantial changes to the ordinance. None of those changes has any bearing on the actual intent of the committee's recommendation. Additionally, I corrected several scrivener's errors I found related to the recodification in 2023. Those changes are also non-substantive.

CCA:kah

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 210
SHEBOYGAN, WI 53081

920-459-3917 (Phone)
920-459-3919 (Fax)

www.sheboyganwi.gov

**CITY OF SHEBOYGAN
ORDINANCE 36-23-24 SUBS. OF**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

AN ORDINANCE amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 60-2 Penalties” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-2 Penalties

- (a) Any person violating any of the sections in article IV of this chapter shall be fined not less than \$25.00, or after five days \$50.00, nor more than \$100.00, plus the costs of prosecution. In default of payment of such fines and costs, the violator shall be imprisoned in the county jail until such are paid, but not exceeding 30 days.
- (b) Any person violating sections 60-5, 60-6, 60-45, 60-66 through 60-71 or article ~~52~~60-IV shall be fined not less than \$50.00 nor more than \$500.00, plus the costs of prosecution. In default of payment of such fine and costs, the violator shall be imprisoned in the county jail until such are paid, but not exceeding 30 days.
- (c) Any person violating section 60-74 or 60-7~~9~~5 shall be fined not more than \$300.00, plus the costs of prosecution. In default of payment thereof, the violator shall be imprisoned in the county jail until such are paid, but not exceeding 60 days.

(Code 1975, § 18-3; Code 1997, § 134-2; Ord. No. 74-97-98, § 1, 10-20-1997; Ord. No. 101-05-06, § 25, 3-20-2006)

SECTION 2: **AMENDMENT** “Sec 60-3 Operation Of Eighth Street Bridge” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-3 Operation Of Eighth Street Bridge

- (a) The hours and operation of the Eighth Street bridge shall be in accordance with the appropriate federal regulations governing the bridge.
- (b) From May 1 through October 31~~0~~, the bridge shall open on signal except that: in accordance with the following schedule:
- (1) From 6:~~10~~ a.m. to 7:~~10~~ p.m., Monday through Saturday, the bridge shall draw will open at 10 minutes after the hour, on the half-hour, and 10 minutes before the hour; and for marine traffic each half-hour, on the hour and half-hour.
 - (2) From Monday through Friday, except federal holidays, the bridge need not open between 7:30 a.m. and 8:30 a.m., between 12:00 p.m. and 1:00 p.m., and between 4:30 p.m. and 5:30 p.m.; and 7:00 p.m. to 10:00 p.m., the draw shall open on signal.
 - (3) Between the hours of 10:00 p.m. and 6:00 a.m., the bridge shall open on signal if at least 2 hours advance notice is provided.
- (c) From November 1 through April 30, the bridge shall open on signal if at least 12 hours advance notice is provided.
- (d) At all other times, the bridge shall open as soon as possible for public vessels of the United States, state or local government, vessels seeking shelter from rough weather, or any other emergency. the draw shall open on signal if at least two hours' advance notice has been given.

(Code 1975, § 18-64; Code 1997, § 134-3)

SECTION 3: **REPEAL** “Sec 60-46 Reimbursement Of Boat Expenses” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 60-46 Reimbursement Of Boat Expenses

~~The harbormaster shall be reimbursed for the cost of maintaining the harbormaster's privately-owned motorboat used in the performance of official duties in river and harbor patrol. The reimbursement shall be the amount authorized by the common council for contractual services; boat maintenance budgeted by the department of engineering and public works.~~

(Code 1975, § 18-49; Code 1997, § 134-79)

SECTION 4: **AMENDMENT** “Sec 60-74 Damage To Installations” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-74 Damage To Installations

No person shall carelessly, willfully, or negligently operate a boat or permit a boat to be so operated so as to cause it to run into any bridge or bridge abutments, piers, cribs or docks of the harbor and waterways of the city or take any stones from a crib. Any owner or operator of a vessel that causes damage to such installations ~~violation of this section~~ shall, in addition to the penalty imposed for violation, be liable for all resulting damages to such installations.

(Code 1975, § 18-83; Code 1997, § 134-113)

SECTION 5: AMENDMENT “Sec 60-128 Administrative Responsibility; Accounting” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-128 Administrative Responsibility; Accounting

- (a) The department of public works shall be responsible for enforcement of this article. ~~and for issuance of annual stickers. The department may authorize retail vendors as agents to sell annual stickers, for which the authorized agents shall be entitled to retain \$0.50 from each annual sticker sold.~~
- (b) The city's ~~contracted operator of the Harbor Centre Marina~~ shall be responsible for collecting the daily deposits at the city's public boat launch ramps and shall have the authority to give notices of violation of this article.
- (c) All revenues from annual and daily boat launch fees shall be accounted for as Harbor Centre Marina operating revenues. Costs for production of stickers, daily fee envelopes and printed forms shall be accounted for as Harbor Centre Marina operating expenses.

(Code 1975, § 18-114; Code 1997, § 134-177; Ord. No. 86-95-96, § 1, 11-20-1995; Ord. No. 82-96-97, §§ 1, 2, 11-4-1996)

SECTION 6: AMENDMENT “Sec 60-129 Launching Sites” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-129 Launching Sites

The municipal sites included in this article are located at Deland Park parking lot and 8th Street Launch (at the intersection of South 8th Street and Riverfront Drive).

(Code 1975, § 18-110; Code 1997, § 134-178)

SECTION 7: AMENDMENT “Sec 60-130 Fees Applicable During Boating Season” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-130 Fees Applicable During Boating Season

Fees shall be charged for boat launching at the municipal sites designated in ~~this~~ section 60-129 of this Code. Absent a written waiver from the state department of natural resources, the fee charges shall be in conformity with the rate charged by the state for vehicular access to state park and forest areas. The one-day permit fee for all users will be ~~\$8~~7.00 per day, the annual sticker fee for nonresidents will be \$70.00 per year and the annual sticker fee for a resident will be \$60.00 per year.

(Code 1975, § 18-111; Code 1997, § 134-179; Ord. No. 79-02-03, § 1, 3-17-2003)

SECTION 8: AMENDMENT “Sec 60-131 Use Of Boat Launch Sites” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-131 ~~Use Of Boat Launch Sites~~Docking and Launching

- (a) No person shall launch a boat or other watercraft or otherwise utilize any of the designated municipal boat launch sites, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch sites designated for vehicles with boat trailers only, without having done the following:
 - (1) Obtained the appropriate permit or sticker;
 - (2) Paid the established fee;
 - (3) Followed the procedures set forth on the application for the permit or sticker, including, but not limited to, ~~time stamping the application prior to submission, and~~ properly affixing the permit or sticker to the windshield or dash of the parked trailer or vehicle.
- (b) Any vehicle parked in the parking stalls near the boat launch sites designated for vehicles with boat trailers only shall have a valid permit or sticker valid for each and every day it is so parked. Permits or stickers are valid for 24 hours from time of purchase. ~~A one-day permit shall be in effect until 11:59 p.m. on the date the permit was purchased.~~
- (c) No person shall launch a boat or other watercraft or otherwise utilize the designated

municipal boat launch site at Deland Park, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch site at Deland Park that are designated for vehicles with boat trailers only at any time when such parking stalls are reserved by the city for a special event as evidenced by signage posted at the parking area entrance(s). ~~from August 8 through August 14, 2023, except with the express written consent of the Mayor; such consent shall be granted only as part of the City's role in promoting safety during the Mercury Midwest Challenge event.~~ This subsection does not apply to the 8th Street Launch (at the intersection of South 8th Street and Riverfront Drive.)

- (d) No person shall dock a boat or other watercraft or otherwise use the docking sites at the Harbor Centre Marina or in the Sheboygan River without a permit issued for such purpose by the department of public works. This requirement shall not apply to transient vessels moored for less than 12 hours due to inclement weather or upon written permission granted by the Harbormaster.

(Code 1997, § 134-181; Ord. No. 85-97-98, § 1, 11-3-1997; Ord. No. 88-98-99, § 1, 10-5-1998)

SECTION 9: 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 10: 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

**CITY OF SHEBOYGAN
ORDINANCE 36-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 15, 2024.

AN ORDINANCE amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 60-3 Operation Of Eighth Street Bridge” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-3 Operation Of Eighth Street Bridge

- (a) The hours and operation of the Eighth Street bridge shall be in accordance with the appropriate federal regulations governing the bridge.
- (b) From May 1 through October 31~~0~~, the bridge shall open on signal except that: in ~~accordance with the following schedule:~~
 - (1) From 6:~~10~~0 a.m. to 7:~~10~~0 p.m., Monday through Saturday, the bridge shall ~~draw will~~ open at 10 minutes after the hour, on the half-hour, and 10 minutes before the hour; and for marine traffic each half-hour, on the hour and half-hour.
 - (2) From Monday through Friday, except federal holidays, the bridge need not ~~open~~ between 7:30 a.m. and 8:30 a.m., between 12:00 p.m. and 1:00 p.m., and between 4:30 p.m. and 5:30 p.m.; and 7:00 p.m. to 10:00 p.m., the draw ~~shall open on signal.~~
 - (3) Between the hours of 10:00 p.m. and 6:00 a.m., the bridge shall open on signal if at least 2 hours advance notice is provided.
- (c) From November 1 through April 30, the bridge shall open on signal if at least 12 hours advance notice is provided.
- (d) At all ~~other~~ times, the bridge shall open as soon as possible for public vessels of the United States, state or local government, vessels seeking shelter from rough weather, or any other emergency. the draw shall open on signal if at least two hours' advance notice has been given.

(Code 1975, § 18-64; Code 1997, § 134-3)

SECTION 2: AMENDMENT “Sec 60-46 Reimbursement Of Boat Expenses” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-46 ~~Reimbursement Of Boat Expenses~~ Reserved

~~The harbormaster shall be reimbursed for the cost of maintaining the harbormaster's privately-owned motorboat used in the performance of official duties in river and harbor patrol. The reimbursement shall be the amount authorized by the common council for contractual services; boat maintenance budgeted by the department of engineering and public works.~~

(Code 1975, § 18-49; Code 1997, § 134-79)

SECTION 3: AMENDMENT “Sec 60-74 Damage To Installations” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-74 Damage To Installations

No person shall carelessly, willfully, or negligently operate a boat or permit a boat to be so operated so as to cause it to run into any bridge or bridge abutments, piers, cribs or docks of the harbor and waterways of the city or take any stones from a crib. Any owner or operator of a vessel that causes damage to such installations ~~violation of this section~~ shall, in addition to the penalty imposed for violation, be liable for all resulting damages to such installations.

(Code 1975, § 18-83; Code 1997, § 134-113)

SECTION 4: AMENDMENT “Sec 60-128 Administrative Responsibility; Accounting” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-128 Administrative Responsibility; Accounting

- (a) The department of public works shall be responsible for enforcement of this article, ~~and for issuance of annual stickers. The department may authorize retail vendors as agents to sell annual stickers, for which the authorized agents shall be entitled to retain \$0.50 from each annual sticker sold.~~

- (b) The city's ~~contracted operator of the Harbor Centre Marina~~ shall be responsible for collecting the daily deposits at the city's public boat launch ramps and shall have the authority to give notices of violation of this article.
- (c) All revenues from annual and daily boat launch fees shall be accounted for as Harbor Centre Marina operating revenues. Costs for production of stickers, daily fee envelopes and printed forms shall be accounted for as Harbor Centre Marina operating expenses.

(Code 1975, § 18-114; Code 1997, § 134-177; Ord. No. 86-95-96, § 1, 11-20-1995; Ord. No. 82-96-97, §§ 1, 2, 11-4-1996)

SECTION 5: AMENDMENT “Sec 60-130 Fees Applicable During Boating Season” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-130 Fees Applicable During Boating Season

Fees shall be charged for boat launching at the municipal sites designated in this section of this Code. Absent a written waiver from the state department of natural resources, the fee charges shall be in conformity with the rate charged by the state for vehicular access to state park and forest areas. The one-day permit fee for all users will be \$~~8~~7.00 per day, the annual sticker fee for nonresidents will be \$70.00 per year and the annual sticker fee for a resident will be \$60.00 per year.

(Code 1975, § 18-111; Code 1997, § 134-179; Ord. No. 79-02-03, § 1, 3-17-2003)

SECTION 6: AMENDMENT “Sec 60-131 Use Of Boat Launch Sites” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 60-131 Use Of Boat Launch Sites

- (a) No person shall launch a boat or other watercraft or otherwise utilize any of the designated municipal boat launch sites, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch sites designated for vehicles with boat trailers only, without having done the following:
 - (1) Obtained the appropriate permit or sticker;
 - (2) Paid the established fee;
 - (3) Followed the procedures set forth on the application for the permit or sticker;

including, but not limited to, ~~time-stamping the application prior to submission, and~~ properly affixing the permit or sticker to the windshield or dash of the parked trailer or vehicle.

- (b) Any vehicle parked in the parking stalls near the boat launch sites designated for vehicles with boat trailers only shall have a valid permit or sticker valid for each and every day it is so parked. Permits or stickers are valid for 24 hours from time of purchase. ~~A one-day permit shall be in effect until 11:59 p.m. on the date the permit was purchased.~~
- (c) No person shall launch a boat or other watercraft or otherwise utilize the designated municipal boat launch site at Deland Park, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch site at Deland Park that are designated for vehicles with boat trailers only at any time when such parking stalls are reserved by the city for a special event as evidenced by signage posted at the parking area entrance(s). ~~from August 8 through August 14, 2023, except with the express written consent of the Mayor; such consent shall be granted only as part of the City's role in promoting safety during the Mercurey Midwest Challenge event.~~ This subsection does not apply to the 8th Street Launch (at the intersection of South 8th Street and Riverfront Drive.)

(Code 1997, § 134-181; Ord. No. 85-97-98, § 1, 11-3-1997; Ord. No. 88-98-99, § 1, 10-5-1998)

SECTION 7: 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 8: 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

**CITY OF SHEBOYGAN
R. C. 188-23-24**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred Res. No. 144-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan; 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 144-23-24**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 15, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan.

RESOLVED: That the City Administrator is hereby authorized to execute the Letter Form Proposal from SmithGroup, Inc. dated December 13, 2023, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds as follows to effectuate this Resolution:

Capital Projects Fund – Culture and Recreation – Building Improvements (Acct. No. 400500-631200)	\$200,000
Marina Fund – Harbor Centre Marina – Maintenance & Dock Repair (Acct. No. 231354-554240)	\$ 45,000

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

LETTER FORM PROPOSAL ("AGREEMENT")

Date: December 13, 2023

Transmitted – (Via Email)

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

RE: *City of Sheboygan – Deland Park Master Plan*

Dear David:

On behalf of SmithGroup, Inc., ("SmithGroup") we are pleased to submit this proposal for the Deland Park Master Plan Project. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The City seeks a master plan to guide modifications Deland Park, Harbor Centre Marina and the adjacent waterfront that will provide a greater range of recreation opportunities that are more inclusive to local residents, enhance connectivity along the waterfront and to downtown, and explore development opportunities on the former armory site and adjacent parcel. The goal of the master plan is to create to explore opportunities to enhance the quality of life in Sheboygan and increase access and use of the waterfront while creating a phaseable and implementable approach to change.

The current USACE north breakwater is failing and allowing sediment to pass through silting in portions of the marina reducing the area accessible. The building and pool are under-utilized and might be suitable to repurpose and there are opportunities to repurpose a portion of the parking lot area to incorporate alternative uses.

The master plan should consider the greater context of the lakefront, neighborhood, and park, including the former armory site, adjacent waterfront and uses and overall pedestrian mobility and connectivity, but the primary focus should be improvements to Deland Park, the marina facilities and parking.

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It is imperative to engage key stakeholders and residents, to generate interest and excitement, and create broad trust and support for transformative change to the waterfront. The plan should result in an implementation strategy that includes funding and phasing considerations and generate public interest and excitement for the improvements.

The City of Sheboygan will form a Core Leadership Team comprised of city staff to guide decision making for the project. We anticipate engaging additional key stakeholders. It is our understanding that key stakeholders will be invited from the following organizations. We anticipate engagement meetings with key stakeholders will generally be able to occur in smaller group settings.

- Visit Sheboygan
- Chamber of Commerce
- Sheboygan Downtown and Harbor Center BIDs
- Sheboygan County Economic Development
- Kohler Art Foundation
- Ellis neighborhood association
- District 3 and 7 Alders
- YMCA
- Sheboygan Yacht Club
- Sailing and kite surfing community
- Kite flying community
- NOAA | National Marine Sanctuary + Research Component
- Army Corps of Engineers
- WNRD
- Coast Guard

SCOPE OF SERVICES

The proposed scope of work for Deland Park and Marina represents SmithGroup's understanding of project needs. All deliverables identified in the scope will be provided in electronic format unless otherwise provided. For meetings identified in the scope, SmithGroup will provide agendas, facilitate discussions, and prepare summary memoranda.

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The following scope describes a process that leverages engagement and community input to inform design while enabling the Core Leadership Team (CLT) to guide the overall outcome. Three overall tasks inform the design process, first our team will seek to Understand, creating a basis of goals and needs for the plan, as well as understanding influences and restrictions. Second, we will Explore, working closely with the steering committee we will study a range of options that leverage different aspects of the goals, finally we will Resolve, by evaluating the alternatives with the Steering Committee, we will formulate a response that best serves the community, generates excitement, support, interest, and creates an implementable solution.

TASK 1: UNDERSTAND

The first task creates a thorough understanding of the existing site conditions and influences and develops goals, visions, and values with the community to use as a basis for developing design alternatives. As part of this first Task, SmithGroup will provide the following:

Task 1.1 Kickoff Meeting and Data Collection

Attend a virtual meeting with the CLT to confirm work plan, schedule, and process, identify key stakeholders, local and regional influences and review key components and potential considerations. Set up a bi-weekly call to keep the team connected and informed during the process.

During the call we will review the preliminary data sources available and document any initial data that may be required. Based on our previous work we have much of the anticipated data but will review the following to make sure we have the most up to date information.

- Base Data, including but not limited to topography, planimetric data including structures and paving, parcel boundaries and ownership, vegetation, easements, Rights of Way and Utilities
- Digital ortho photography
- Wetland inventory maps and delineations (if present)
- Site soil mapping including geotechnical analysis (if available)
- DNR or city correspondence regarding use, drainage, natural resources, restoration, regulatory needs or restrictions within or adjacent to the property
- Historic information including available historic photography
- Original document(s) regarding navigable waters and lakebed under the public trust doctrine
- Information regarding expected infrastructure improvement location in or adjacent to the site
- Previous or current planning studies such as Comprehensive Outdoor Recreation Plans, bike and pedestrian plan or comprehensive plans
- Any previously completed engineering, utility or brownfield evaluations of the area
- Known anticipated commercial development or planning adjacent to project site or downtown
- Past vehicle/pedestrian traffic studies/analysis adjacent to project site
- Past benchmarking or market research pertinent to the plans

Our team will assemble a basemap and with the data provided and provide a qualitative and quantitative site analysis memorandum of the existing conditions, codes and process.

Task 1.2 Stakeholder Interviews and Community Workshop 1

Over the course of a multi-day visit, we will conduct a site tour to review existing conditions and verify the desktop analyses performed, meet with the CLT and key stakeholders over a series of small group sessions. We anticipate four (4) ninety minute meetings with the stakeholders. We will conduct a goal-setting session and need assessment with the CLT and lead a public meeting and workshop in the evening that will include a presentation of our site analysis, and group work sessions to gather public input.

Task 1.3 Project Website

Following the public Input meeting, we will set up a project website that can be used during the master plan to host content. The goal of the website will be to provide the public with a landing page updating the master planning process. This may include online surveys, meeting announcements, opportunities to provide input, and concept images. It is anticipated the website will be maintained by SmithGroup during the master plan process and will be transferred to the City following the approval of the plan.

Task 1.4 Online Survey

SmithGroup will prepare an online survey to gather additional input from city residents and parklands uses to expand outreach beyond the public meeting attendees. The survey will focus on gathering input on existing and potential uses, needs and goals. It will utilize an interface that mimics the public input experience, utilizing imagery and graphics with an opportunity for open-ended input. We anticipate the survey being live for three weeks following the public input meeting.

Task 1.4 Goals and Vision Summary

Following the public input period from the survey, we will summarize the public feedback and goals and develop a preliminary draft of principles, goals, and metrics and with diagrams and supporting imagery to demonstrate potential programming ideas and key relationships. Our team will review them with the CLT in a virtual presentation and incorporate committee input.

The site analysis, public input and project goals and vision will be summarized in a memo to be incorporated as part of the master plan document.

Task 1 Meetings

- Kickoff call
- Trip 1 (1.5 to 2 days)
 - Core Leadership Team Meeting
 - Stakeholder Interviews (4)
 - Community Workshop
 - Recap Meeting with Key City Staff
- Summary Call
- (2-3) City Staff coordination calls

Task 1 Deliverables

- Detailed work plan
- Meeting Notes for the kickoff and public meeting
- Community Workshop Presentation and on-line survey to be posted to the City Website.
- Site Inventory and Analysis report with codes, regulations and permits including.
 - Circulation
 - Existing structures and amenities
 - Marina facilities review
 - Summary of regulatory considerations
 - Lake Bed
 - Stormwater
 - Site programming and opportunity diagrams
 - Summary of Stakeholder, Steering Committee and public input
 - Visual preference survey results

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TASK 2: EXPLORE

Based on the goals and vision outlined in task 1, SmithGroup will conduct a charrette to explore alternative concepts and test design strategies with real time feedback from the CLT, Key Stakeholders and the Public. Over three and a half to four days, SmithGroup will conduct multi-disciplinary work session with urban designers, architects and landscape architects, civil and coastal engineers in Sheboygan. As part of this Task, SmithGroup will provide the following:

2.1 Charrette Preparation

SmithGroup will attend two virtual preparatory calls with the CLT to confirm the goals and outcomes of Task 1, refine the process and schedule for the days onsite, and review preliminary materials for the charrette.

2.2 Charrette

SmithGroup will conduct an on-site charrette with the project steering committee and key stakeholders, with an opportunity for ongoing public input. During the charrette, we will meet with the CLT and key stakeholders, share precedent and benchmarking examples, develop and present alternatives for feedback, create and present a preferred plan. The charrette will be open to the public, with a structured format that includes an alternatives presentation to solicit feedback and an open house to share a preliminary master plan. We envision a rough outline as follows and will work with the CLT to refine within the time allotted.

Day 1:

12:00-1:30: Design team CLT working lunch: Goals, opportunities, issues, guiding principles program
 2:00 -6:00: Site walk with city staff and finalize workshop presentation
 6:30 – 8:00: Community Meeting: Programming Workshop
 Smaller groups – get a more detailed level of what we want to see
 Team Dinner/Debrief

Day 2: Develop alternatives

7:00 -8:00 Team Breakfast
 8:00-9:00 Team coordination meeting
 9:00 – 11:30 Develop alternative concepts
 11:30 – 1:00 CLT Review
 1:00 – 5:00 Split Group (alternatives + technical review/stakeholder meetings)
 6:30 – 8:00 Community Meeting 2: Open house/working session

Day 3:

8:00-9:00 Team Breakfast and debrief with CLT
 9:00 – 5:00: Preferred Alternative
 6:30 – 8:00 Community Meeting 3: Open House
 Studio Breakdown

Day 4:

9:00 – 11:00 AM Debrief with CLT
 Following the charrette, our team will Post Content online for three weeks to share the process with the public and solicit additional feedback.

Task 2.3 Council Presentation

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Following the charrette and online input session, our team will summarize feedback, and package the charrette materials along with recommendations for refinements. We will review the presentation with the CLT in a Virtual Meeting, incorporate minor feedback and then attend a City Council Presentation to review the process, feedback and preferred alternative and with proposed refinements for the master plan.

Task 2 Meetings

- Charrette Prep (2) virtual calls
- Trip 2: Charrette
- Summary review call
- In Person Council presentation

Task 2 Deliverables

- Charrette presentations and Summary
- Virtual Survey
- Council Presentation

TASK 3: REALIZE

The master plan will be developed based on the preferred alternative. As part of this task, we will refine the details of the plan, develop costs and implementation strategy. SmithGroup will provide the following:

Task 3.1 Preferred Alternative

Based on the direction of the CLT and feedback from the Council, we will refine the preferred charrette alternative plans by incorporating comments from the summary and review in a call. We will review markups and sketches with the CLT and establish a preferred direction that will be refined as the master plan.

Task 3.2: Master Plan

SmithGroup will develop the draft master plan graphics and summary report. The documents will include plans renderings and diagrams to convey overall intent and demonstrate the overall layout, form, and character of the proposed improvements at a master plan level. We will summarize how the plan meets the goals, metrics and priorities established for the site.

A rough 3d model will be prepared, with more detail at Deland Park and less detail in other areas, to convey the size and scale of proposed improvements relative to existing context.

The Master Plan will include a preliminary opinion of probable costs for park and marina improvements along with potential funding and phasing considerations, including a first phase with City Funding of approximately \$6M.

Task 3.2 Steering Committee Review and Open House (Trip 3)

We will review the draft master plan documents with the CLT, key stakeholders, and the general public to gain feedback on the proposed improvements. A final survey will be posted for additional community input.

Task 3.3 Master Plan Document

We will meet with city staff and the steering committee to review stakeholder and public input along with comments and markups on the draft master plan. We will work with City Staff to finalize a master plan and report and attend a presentation to city council for approval.

Task 3.4 Master Plan Presentation

Present plan at City Council for adoption

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Task 3 Meetings

- Preferred Alternative Review
- Trip 3
 - Steering Committee Presentation
 - Open House
- Final Master Plan Document Review
- In Person Council Presentation
- (4-5) City Staff coordination calls

Task 3 Deliverables

- Meeting Minutes for Steering Committee and public meetings
- Draft and Final Master Plan presentations
- Online Input of the master plan materials
- Final Master Plan Report (PDF)
 - Executive Summary
 - An overall plan with key features
 - 3D Model
 - Circulation and Parking Strategy
 - Master Plan drawings of key structures (size and general massing)
 - Conceptual Building Massing and rough square footages
 - Opinion of Probable Costs
 - Phasing Plan
 - Funding Considerations
 - Summary of process including meeting minutes, task 1 and 2 deliverables and public input

ASSUMPTIONS

The preceding scope of work was developed with the following assumptions:

- Base information will be compiled by the Client and provided to SmithGroup. If additional information is required we will work with the Client to identify the outside data sources required to perform the necessary work (i.e. surveys, etc.) for an additional cost.
- The Client will print, publish and/or mail any necessary meeting invitations or notices, reserve meeting space including tables and chairs and establish a list of project stakeholders.
- Meetings will be virtual unless otherwise specified
- The Client will set up venues for team meeting and presentations.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

PREPARATION OF DIGITAL DATA

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In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

A project schedule of 6-10 months is proposed for the scope of services outlined above. The final schedule will be determined in collaboration with the city to meet the project specific needs and expectations. We understand the city would like to start on a phase 1 design in the fall of 2024 to let for construction in 2025. The anticipated schedule for the master plan in 2024 is as follows:

- January: Project Kickoff
- February/March: Community Workshop 1
- May: Design Charrette
- July/August: Final Presentation

If additional services are required, or project delays outside the control of SmithGroup occur, the schedule and fee may need to be adjusted.

COMPENSATION

The City of Sheboygan shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$ 245,000, inclusive of all expenses..

ADDITIONAL SERVICES

If requested, SmithGroup would be pleased to provide the following services for an additional fee:

- Attend additional meetings or presentations
- Prepare additional graphics or renderings
- Prepare documentation to support grant/private funding
- Coordinate data gathering, such as survey or bathymetry
- Cost Estimating for structures beyond general budget parameters
- Stormwaters considerations for on site improvements, not beyond site or part of broader stormwater infrastructure
- A pro-forma or business plan may be added for an additional fee if needed as an outcome of the charrette

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

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All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to City of Sheboygan documents which include (i) City of Sheboygan internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of City of Sheboygan as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). City of Sheboygan shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. City of Sheboygan agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). City of Sheboygan acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify City of Sheboygan and City of Sheboygan hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to City of Sheboygan, SmithGroup grants City of Sheboygan a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with City of Sheboygan's internal use of the documents and for no other purpose. City of Sheboygan acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to City of Sheboygan by SmithGroup in connection with this Agreement is for the sole internal use of City of Sheboygan, including all subsidiaries of City of Sheboygan, and may not be used or relied upon by any third party; provided that City of Sheboygan may incorporate into documents that City of Sheboygan intends to disclose externally SmithGroup summaries, calculations or tables based on City of Sheboygan information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Sheboygan hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Sheboygan covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of

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Sheboygan agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Sheboygan further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Sheboygan understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Sheboygan understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Sheboygan that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Sheboygan will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Sheboygan understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Sheboygan will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Sheboygan agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Sheboygan. Under no circumstances shall transfer of Files to City of Sheboygan be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, City of Sheboygan AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Sheboygan acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Sheboygan acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

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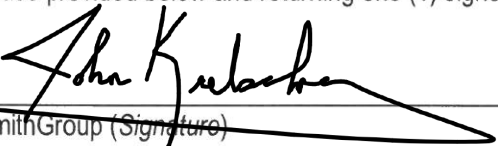
City of Sheboygan

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Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



 SmithGroup (Signature)

John Kretschman - Vice President

 (Printed name and title)

02/22/2024

 Date

Attachment 'A'



 Owner (Signature)

Casey J. Bradley, City Administrator

 (Printed name and title)

2/19/24

 Date

LETTER FORM PROPOSAL ("AGREEMENT")

Date: December 13, 2023

Transmitted – (Via Email)

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

RE: *City of Sheboygan – Deland Park Master Plan*

Dear David:

On behalf of SmithGroup, Inc., ("SmithGroup") we are pleased to submit this proposal for the Deland Park Master Plan Project. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The City seeks a master plan to guide modifications Deland Park, Harbor Centre Marina and the adjacent waterfront that will provide a greater range of recreation opportunities that are more inclusive to local residents, enhance connectivity along the waterfront and to downtown, and explore development opportunities on the former armory site and adjacent parcel. The goal of the master plan is to create to explore opportunities to enhance the quality of life in Sheboygan and increase access and use of the waterfront while creating a phaseable and implementable approach to change.

The current USACE north breakwater is failing and allowing sediment to pass through silting in portions of the marina reducing the area accessible. The building and pool are under-utilized and might be suitable to repurpose and there are opportunities to repurpose a portion of the parking lot area to incorporate alternative uses.

The master plan should consider the greater context of the lakefront, neighborhood, and park, including the former armory site, adjacent waterfront and uses and overall pedestrian mobility and connectivity, but the primary focus should be improvements to Deland Park, the marina facilities and parking.

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It is imperative to engage key stakeholders and residents, to generate interest and excitement, and create broad trust and support for transformative change to the waterfront. The plan should result in an implementation strategy that includes funding and phasing considerations and generate public interest and excitement for the improvements.

The City of Sheboygan will form a Core Leadership Team comprised of city staff to guide decision making for the project. We anticipate engaging additional key stakeholders. It is our understanding that key stakeholders will be invited from the following organizations. We anticipate engagement meetings with key stakeholders will generally be able to occur in smaller group settings.

- Visit Sheboygan
- Chamber of Commerce
- Sheboygan Downtown and Harbor Center BIDs
- Sheboygan County Economic Development
- Kohler Art Foundation
- Ellis neighborhood association
- District 3 and 7 Alders
- YMCA
- Sheboygan Yacht Club
- Sailing and kite surfing community
- Kite flying community
- NOAA | National Marine Sanctuary + Research Component
- Army Corps of Engineers
- WNRD
- Coast Guard

SCOPE OF SERVICES

The proposed scope of work for Deland Park and Marina represents SmithGroup's understanding of project needs. All deliverables identified in the scope will be provided in electronic format unless otherwise provided. For meetings identified in the scope, SmithGroup will provide agendas, facilitate discussions, and prepare summary memoranda.

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The following scope describes a process that leverages engagement and community input to inform design while enabling the Core Leadership Team (CLT) to guide the overall outcome. Three overall tasks inform the design process, first our team will seek to Understand, creating a basis of goals and needs for the plan, as well as understanding influences and restrictions. Second, we will Explore, working closely with the steering committee we will study a range of options that leverage different aspects of the goals, finally we will Resolve, by evaluating the alternatives with the Steering Committee, we will formulate a response that best serves the community, generates excitement, support, interest, and creates an implementable solution.

TASK 1: UNDERSTAND

The first task creates a thorough understanding of the existing site conditions and influences and develops goals, visions, and values with the community to use as a basis for developing design alternatives. As part of this first Task, SmithGroup will provide the following:

Task 1.1 Kickoff Meeting and Data Collection

Attend a virtual meeting with the CLT to confirm work plan, schedule, and process, identify key stakeholders, local and regional influences and review key components and potential considerations. Set up a bi-weekly call to keep the team connected and informed during the process.

During the call we will review the preliminary data sources available and document any initial data that may be required. Based on our previous work we have much of the anticipated data but will review the following to make sure we have the most up to date information.

- Base Data, including but not limited to topography, planimetric data including structures and paving, parcel boundaries and ownership, vegetation, easements, Rights of Way and Utilities
- Digital ortho photography
- Wetland inventory maps and delineations (if present)
- Site soil mapping including geotechnical analysis (if available)
- DNR or city correspondence regarding use, drainage, natural resources, restoration, regulatory needs or restrictions within or adjacent to the property
- Historic information including available historic photography
- Original document(s) regarding navigable waters and lakebed under the public trust doctrine
- Information regarding expected infrastructure improvement location in or adjacent to the site
- Previous or current planning studies such as Comprehensive Outdoor Recreation Plans, bike and pedestrian plan or comprehensive plans
- Any previously completed engineering, utility or brownfield evaluations of the area
- Known anticipated commercial development or planning adjacent to project site or downtown
- Past vehicle/pedestrian traffic studies/analysis adjacent to project site
- Past benchmarking or market research pertinent to the plans

Our team will assemble a basemap and with the data provided and provide a qualitative and quantitative site analysis memorandum of the existing conditions, codes and process.

Task 1.2 Stakeholder Interviews and Community Workshop 1

Over the course of a multi-day visit, we will conduct a site tour to review existing conditions and verify the desktop analyses performed, meet with the CLT and key stakeholders over a series of small group sessions. We anticipate four (4) ninety minute meetings with the stakeholders. We will conduct a goal-setting session and need assessment with the CLT and lead a public meeting and workshop in the evening that will include a presentation of our site analysis, and group work sessions to gather public input.

Task 1.3 Project Website

Following the public Input meeting, we will set up a project website that can be used during the master plan to host content. The goal of the website will be to provide the public with a landing page updating the master planning process. This may include online surveys, meeting announcements, opportunities to provide input, and concept images. It is anticipated the website will be maintained by SmithGroup during the master plan process and will be transferred to the City following the approval of the plan.

Task 1.4 Online Survey

SmithGroup will prepare an online survey to gather additional input from city residents and parklands uses to expand outreach beyond the public meeting attendees. The survey will focus on gathering input on existing and potential uses, needs and goals. It will utilize an interface that mimics the public input experience, utilizing imagery and graphics with an opportunity for open-ended input. We anticipate the survey being live for three weeks following the public input meeting.

Task 1.4 Goals and Vision Summary

Following the public input period from the survey, we will summarize the public feedback and goals and develop a preliminary draft of principles, goals, and metrics and with diagrams and supporting imagery to demonstrate potential programming ideas and key relationships. Our team will review them with the CLT in a virtual presentation and incorporate committee input.

The site analysis, public input and project goals and vision will be summarized in a memo to be incorporated as part of the master plan document.

Task 1 Meetings

- Kickoff call
- Trip 1 (1.5 to 2 days)
 - Core Leadership Team Meeting
 - Stakeholder Interviews (4)
 - Community Workshop
 - Recap Meeting with Key City Staff
- Summary Call
- (2-3) City Staff coordination calls

Task 1 Deliverables

- Detailed work plan
- Meeting Notes for the kickoff and public meeting
- Community Workshop Presentation and on-line survey to be posted to the City Website.
- Site Inventory and Analysis report with codes, regulations and permits including.
 - Circulation
 - Existing structures and amenities
 - Marina facilities review
 - Summary of regulatory considerations
 - Lake Bed
 - Stormwater
 - Site programming and opportunity diagrams
 - Summary of Stakeholder, Steering Committee and public input
 - Visual preference survey results

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TASK 2: EXPLORE

Based on the goals and vision outlined in task 1, SmithGroup will conduct a charrette to explore alternative concepts and test design strategies with real time feedback from the CLT, Key Stakeholders and the Public. Over three and a half to four days, SmithGroup will conduct multi-disciplinary work session with urban designers, architects and landscape architects, civil and coastal engineers in Sheboygan. As part of this Task, SmithGroup will provide the following:

2.1 Charrette Preparation

SmithGroup will attend two virtual preparatory calls with the CLT to confirm the goals and outcomes of Task 1, refine the process and schedule for the days onsite, and review preliminary materials for the charrette.

2.2 Charrette

SmithGroup will conduct an on-site charrette with the project steering committee and key stakeholders, with an opportunity for ongoing public input. During the charrette, we will meet with the CLT and key stakeholders, share precedent and benchmarking examples, develop and present alternatives for feedback, create and present a preferred plan. The charrette will be open to the public, with a structured format that includes an alternatives presentation to solicit feedback and an open house to share a preliminary master plan. We envision a rough outline as follows and will work with the CLT to refine within the time allotted.

Day 1:

12:00-1:30: Design team CLT working lunch: Goals, opportunities, issues, guiding principles program
 2:00 -6:00: Site walk with city staff and finalize workshop presentation
 6:30 – 8:00: Community Meeting: Programming Workshop
 Smaller groups – get a more detailed level of what we want to see
 Team Dinner/Debrief

Day 2: Develop alternatives

7:00 -8:00 Team Breakfast
 8:00-9:00 Team coordination meeting
 9:00 – 11:30 Develop alternative concepts
 11:30 – 1:00 CLT Review
 1:00 – 5:00 Split Group (alternatives + technical review/stakeholder meetings)
 6:30 – 8:00 Community Meeting 2: Open house/working session

Day 3:

8:00-9:00 Team Breakfast and debrief with CLT
 9:00 – 5:00: Preferred Alternative
 6:30 – 8:00 Community Meeting 3: Open House
 Studio Breakdown

Day 4:

9:00 – 11:00 AM Debrief with CLT
 Following the charrette, our team will Post Content online for three weeks to share the process with the public and solicit additional feedback.

Task 2.3 Council Presentation

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Following the charrette and online input session, our team will summarize feedback, and package the charrette materials along with recommendations for refinements. We will review the presentation with the CLT in a Virtual Meeting, incorporate minor feedback and then attend a City Council Presentation to review the process, feedback and preferred alternative and with proposed refinements for the master plan.

Task 2 Meetings

- Charrette Prep (2) virtual calls
- Trip 2: Charrette
- Summary review call
- In Person Council presentation

Task 2 Deliverables

- Charrette presentations and Summary
- Virtual Survey
- Council Presentation

TASK 3: REALIZE

The master plan will be developed based on the preferred alternative. As part of this task, we will refine the details of the plan, develop costs and implementation strategy. SmithGroup will provide the following:

Task 3.1 Preferred Alternative

Based on the direction of the CLT and feedback from the Council, we will refine the preferred charrette alternative plans by incorporating comments from the summary and review in a call. We will review markups and sketches with the CLT and establish a preferred direction that will be refined as the master plan.

Task 3.2: Master Plan

SmithGroup will develop the draft master plan graphics and summary report. The documents will include plans renderings and diagrams to convey overall intent and demonstrate the overall layout, form, and character of the proposed improvements at a master plan level. We will summarize how the plan meets the goals, metrics and priorities established for the site.

A rough 3d model will be prepared, with more detail at Deland Park and less detail in other areas, to convey the size and scale of proposed improvements relative to existing context.

The Master Plan will include a preliminary opinion of probable costs for park and marina improvements along with potential funding and phasing considerations, including a first phase with City Funding of approximately \$6M.

Task 3.2 Steering Committee Review and Open House (Trip 3)

We will review the draft master plan documents with the CLT, key stakeholders, and the general public to gain feedback on the proposed improvements. A final survey will be posted for additional community input.

Task 3.3 Master Plan Document

We will meet with city staff and the steering committee to review stakeholder and public input along with comments and markups on the draft master plan. We will work with City Staff to finalize a master plan and report and attend a presentation to city council for approval.

Task 3.4 Master Plan Presentation

Present plan at City Council for adoption

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Task 3 Meetings

- Preferred Alternative Review
- Trip 3
 - Steering Committee Presentation
 - Open House
- Final Master Plan Document Review
- In Person Council Presentation
- (4-5) City Staff coordination calls

Task 3 Deliverables

- Meeting Minutes for Steering Committee and public meetings
- Draft and Final Master Plan presentations
- Online Input of the master plan materials
- Final Master Plan Report (PDF)
 - Executive Summary
 - An overall plan with key features
 - 3D Model
 - Circulation and Parking Strategy
 - Master Plan drawings of key structures (size and general massing)
 - Conceptual Building Massing and rough square footages
 - Opinion of Probable Costs
 - Phasing Plan
 - Funding Considerations
 - Summary of process including meeting minutes, task 1 and 2 deliverables and public input

ASSUMPTIONS

The preceding scope of work was developed with the following assumptions:

- Base information will be compiled by the Client and provided to SmithGroup. If additional information is required we will work with the Client to identify the outside data sources required to perform the necessary work (i.e. surveys, etc.) for an additional cost.
- The Client will print, publish and/or mail any necessary meeting invitations or notices, reserve meeting space including tables and chairs and establish a list of project stakeholders.
- Meetings will be virtual unless otherwise specified
- The Client will set up venues for team meeting and presentations.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

PREPARATION OF DIGITAL DATA

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In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

A project schedule of 6-10 months is proposed for the scope of services outlined above. The final schedule will be determined in collaboration with the city to meet the project specific needs and expectations. We understand the city would like to start on a phase 1 design in the fall of 2024 to let for construction in 2025. The anticipated schedule for the master plan in 2024 is as follows:

- January: Project Kickoff
- February/March: Community Workshop 1
- May: Design Charrette
- July/August: Final Presentation

If additional services are required, or project delays outside the control of SmithGroup occur, the schedule and fee may need to be adjusted.

COMPENSATION

The City of Sheboygan shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$ 245,000, inclusive of all expenses..

ADDITIONAL SERVICES

If requested, SmithGroup would be pleased to provide the following services for an additional fee:

- Attend additional meetings or presentations
- Prepare additional graphics or renderings
- Prepare documentation to support grant/private funding
- Coordinate data gathering, such as survey or bathymetry
- Cost Estimating for structures beyond general budget parameters
- Stormwaters considerations for on site improvements, not beyond site or part of broader stormwater infrastructure
- A pro-forma or business plan may be added for an additional fee if needed as an outcome of the charrette

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

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All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to City of Sheboygan documents which include (i) City of Sheboygan internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of City of Sheboygan as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). City of Sheboygan shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. City of Sheboygan agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). City of Sheboygan acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify City of Sheboygan and City of Sheboygan hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to City of Sheboygan, SmithGroup grants City of Sheboygan a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with City of Sheboygan's internal use of the documents and for no other purpose. City of Sheboygan acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to City of Sheboygan by SmithGroup in connection with this Agreement is for the sole internal use of City of Sheboygan, including all subsidiaries of City of Sheboygan, and may not be used or relied upon by any third party; provided that City of Sheboygan may incorporate into documents that City of Sheboygan intends to disclose externally SmithGroup summaries, calculations or tables based on City of Sheboygan information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Sheboygan hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Sheboygan covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of

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Sheboygan agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Sheboygan further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Sheboygan understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Sheboygan understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Sheboygan that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Sheboygan will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Sheboygan understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Sheboygan will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Sheboygan agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Sheboygan. Under no circumstances shall transfer of Files to City of Sheboygan be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, City of Sheboygan AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Sheboygan acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

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SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Sheboygan acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

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Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

**CITY OF SHEBOYGAN
R. C. 191-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 5, 2024.

Your Committee to whom was referred Direct Referral Res. No. 145-23-24 by Alderpersons Michell and Filicky-Peneski authorizing the appropriate City officials to sign the January 1, 2023-December 31-2025 Contract between the City of Sheboygan and Amalgamated Transit Union Local 998; 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
DIRECT REFERRAL RESOLUTION 145-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

JANUARY 22, 2024.

A RESOLUTION authorizing the appropriate City officials to sign the January 1, 2023 - December 31, 2025 Contract between the City of Sheboygan and Amalgamated Transit Union Local 998.

WHEREAS, representatives from City of Sheboygan management and the Amalgamated Transit Union Local 998 met to negotiate a renewal to the collective bargaining agreement between them and entered into a Tentative Agreement that set forth the agreed upon terms and changes in the agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign the January 1, 2023 - December 31, 2025 Contract between the City of Sheboygan and Amalgamated Transit Union Local 998, 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

**FINAL LABOR AGREEMENT
Between**

CITY OF SHEBOYGAN

-and-

**AMALGAMATED
TRANSIT UNION
Local 998**

January 1, 2023

to

December 31, 2025

Resolution XX-XX-XX approved by the Sheboygan Transit Commission on January 16, 2024 and the Sheboygan Common Council on February 5, 2024 authorizes appropriate City officials to sign the final offer reached by the City of Sheboygan and the Amalgamated Transit Union, Local 998. The final agreement with agreed upon terms are incorporated within this labor agreement.

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1 AGREEMENT

2 This Agreement made and entered into at Sheboygan, Wisconsin by and between the City of
3 Sheboygan as municipal employer herein after referred to as the Employer or City, and Local 998
4 of the Amalgamated Transit Union herein after referred to as Union.
5

6 WITNESSETH:

7 WHEREAS, Both of the parties to this Agreement are desirous of reaching an amicable
8 understanding with respect to the employer-employee relationship which exists between them
9 and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of
10 employment; and
11

12 WHEREAS, The parties do hereby acknowledge that this Agreement is the result of the unlimited
13 right and opportunity afforded to each of the parties to make any and all demands and proposals
14 with respect to the subject of rates of pay, hours of work, and conditions of employment, and
15 incidental matters respecting thereto; and,
16

17 WHEREAS, it is intended by the provisions of the Agreement that there be no abrogation of the
18 duties, obligations, or responsibilities of any agency or department of City government which is
19 now expressly provided for respectively by: Federal laws and regulations, State statutes, charter
20 ordinances, and ordinances of the City of Sheboygan except as expressly limited herein; and,
21

22 WHEREAS, the welfare of the members of the Union is dependent upon the continued efficient
23 operation of the bus lines.
24

25 NOW THEREFORE, in consideration of the mutual conveniences herein set forth, it is mutually
26 agreed as follows:
27

28 ARTICLE I -- CONDITION AND DURATION**29 Section 1.**

30 This agreement reached as a result of collective bargaining represents the full and complete
31 agreement between the parties and supersedes all previous agreements between the parties. It is
32 agreed that all matters relating to the current contract term, whether or not referred to in this
33 agreement, shall not be open for negotiations. The parties acknowledge that during the
34 negotiations which resulted in this agreement, each had the unlimited right and opportunity to
35 make demands and proposals with respect to any subject as provided by Wisconsin Statute
36 111.70 and the agreements arrived at by the parties after the exercise of that right and
37 opportunity are set forth in this Agreement.
38

39 This agreement shall be effective upon execution to be not later than the (10) days after
40 ratification by both parties, and shall remain in full force and effect from January 1st, 2023 until its
41 expiration date December 31, 2025.
42

43 ARTICLE II -- RECOGNITION AND SCOPE**44 Section 1.**

45 Local 998 of the Amalgamated Transit Union shall be the sole representative for collective
46 bargaining of all the City's bus operating and maintenance employees who have completed 30

days of their probationary period and whose occupations are listed in the wage schedules attached to this Agreement.

The Union agrees that it will not include or retain as members supervisory, professional or clerical employees. Supervisory employees are recognized to be;

- A. Those who have the right to employ and discharge or whose recommendation is relied upon by a superior in employing or discharging.
- B. Those who assign.
- C. Those that administer discipline or recommend administering discipline.

All benefit provisions of this agreement apply only to regular full-time employees as defined unless expressly provided otherwise.

Except as otherwise noted, all non-benefit sections of the current labor agreement will apply to any para-transit operators who may be hired by the City of Sheboygan.

Section 2.

The names of the duly chosen representatives of the bargaining unit and negotiating committee shall be submitted to the proper City officials. The negotiating committee shall consist of no more than five (5) representatives.

Reasonable attempts shall be made to conduct negotiations outside of the regularly scheduled work hours of designated Union representatives insofar as is practicable. When negotiations are conducted during the regularly scheduled work hours of the members of the Union's negotiating committee, the parties shall alternate responsibility (starting with the Employer) for paying an amount representing what the employees would have earned during their regularly scheduled work hours for that period of time such Union representatives are present at such meetings, including a reasonable period of time occasioned by their leaving and returning to their place of employment, not to exceed four (4) such representatives when it is the City's turn. When negotiations are scheduled, Union committee members will not be required to work unless otherwise agreed to, irrespective of whether their regular work hours may be different or otherwise not concurrent with the negotiations.

ARTICLE III -- CHECK OFF & UNION SECURITY

Section 1.

The employer agrees to deduct each month from the wages of each employee who signs a check-off authorization and assignment, the amount of his current monthly Union dues set forth by the By-Laws of the Union and twice a month, as close as possible to the 15th (fifteenth) and 30th (thirtieth) of each month remit the total of such deductions, together with a list of deductions to the Financial Secretary of the Union. It is understood that such check-off authorizations are revocable in the manner stipulated therein. A copy of such check-off authorization is attached hereto marked Exhibit "A", and is part of this Agreement (see Addendum #1). Union dues will be deducted bi-weekly.

The City agrees to also deduct, at the employee's written request, initiation fees, Committee on Political Education (COPE) and group auto insurance premiums. All deductions are to be taken as a single Union deduction and separated at the Union office when submitted. Changes in the amount to be deducted shall be by written notification from the employee to the Finance Department at least 60 days before the effective date of any change.

Section 2.

The Union accepts full responsibility for obtaining check-off authorizations from its members and delivering such authorizations to the Employer. Check-off authorizations must be delivered fifteen (15) days before the dues payday of the month. It is understood that payroll deductions made under this arrangement will be one (1) month in advance.

Section 3.

All employees must become members of Local Union ATU 998 after thirty (30) days of employment and shall remain members in continuous good standing in the Union as a condition of continued employment with the City provided, however, that such condition of employment shall not apply with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was or is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments uniformly required as a condition of acquiring or retaining membership.

ARTICLE IV -- UNION ACTIVITY

Section 1.

The City agrees to provide space for a Union bulletin board. No materials shall be posted thereon except notices of Union meetings, information regarding Union business, and social affairs. Notices or announcements shall not contain anything political or anything reflecting adversely upon the City, any of its employees, or any labor organization among its employees; and no material, notices, or announcements which violate the provisions of this section shall be posted. Any Union authorized violations of this section shall entitle the City to cancel immediately the provisions of this section. Locked case to be paid for and provided by the Union.

Section 2.

No Union member or officer shall conduct any Union business on City time except as expressly provided in this Agreement. No Union meetings shall be held on City time or property.

Section 3.

No Union member shall be denied union representation.

Management agrees that it will not assign bargaining unit work to supervisory employees that would exceed twenty percent 20% of their time. Said bargaining unit work will primarily be in the areas of training and instructing employees, performing work in emergencies or due to extenuating circumstances, and filling in for absences when other qualified employees are not readily available.

ARTICLE V --MANAGEMENT RIGHTS

Section 1.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. The Union recognizes the exclusive. right of the City to establish reasonable work rules. The Manager will notify the Union President of any new or changed work rule that affects working conditions before it is posted.

143 All new employees shall be furnished with a copy of the present rules and regulations upon
144 employment.

146 Any proposed change in the rules and regulations shall be posted on the bulletin board of the
147 Shoreline Metro System one calendar week before the effective date of the rule.

149 The reasonableness of any rule or regulation shall not be challenged unless a conference is asked
150 within one calendar week of the time it is posted on the bulletin board of the Shoreline Metro
151 System.

153 The City agrees to supply a copy of the contract to each new employee upon hire. The cost of
154 printing copies of the labor agreement shall be shared equally between Union and Management.

156 **Section 2.**

157 The City has the right to schedule overtime as required.

159 Extra unscheduled transportation work will be offered first to part-time drivers with less than 40
160 hours scheduled for the week, before being offered to full-time drivers.

162 When circumstances create an opening on any run, such as sudden illness or injury, if no extra
163 board operator is available, said position shall be filled on a rotating seniority basis from the list
164 of those available tripper drivers who have demonstrated interest in such work.

166 All over-time will be offered by seniority with full-time drivers getting preference. It shall be first
167 rotated completely through the full-time seniority list. If no worker is found, the overtime will
168 then be rotated through the part-time seniority list.

170 Office personnel will leave a message on an answering machine if there is one - the message
171 being that the operator is considered unavailable if they do not answer. All personnel are required
172 to have operating phone service.

174 The rotation will begin with the person immediately below the last full-time worker to work
175 overtime and who indicated their interest to work overtime at the time of the quarterly
176 assignment pick. The City shall maintain a quarterly sign up list for those requesting to work
177 overtime.

179 Employees who are excused for good cause (e.g., sickness, injury, or verifiable appointments), or
180 are unavailable for overtime or extra work shall be skipped until their next turn in rotation.
181 Skipped turns are treated as though worked and will not be made up.

183 **Section 3.**

184 The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions
185 beyond the control of the City or where such continuation of work would be wasteful and
186 unproductive. The City shall have the right to determine reasonable schedules of work and to
187 establish the methods and processes by which such work is performed including contracting for
188 matters relating to municipal operations. The right of contracting or subcontracting is vested in
189 the City.

Section 4.

The management and operation of the buses including, but not limited to, the direction of all employees, the determination of necessary minimum qualifications for any job, the appraisal of the qualifications of any individuals for a particular job, and the establishment of hours to be worked are reserved by and shall be vested exclusively in the City.

Section 5.

The City may utilize personnel provided under grants, juvenile restitution programs, and welfare programs to perform temporary, seasonal work and clean up and repair vandalism.

ARTICLE VI -- GRIEVANCE PROCEDURE

Section 1.

A grievance under this Agreement is a written complaint arising under and during the term of this Agreement filed by either an authorized representative of, or an employee in, the bargaining unit involving the interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is desirable, agree that each step must be adhered to as set forth herein or the grievance is forfeited. The time limits set forth in this Article shall exclude Saturdays, Sundays and Holidays. During the first thirty (30) days of probation, the employees shall not have access to the grievance procedure. During the remaining sixty (60) days, employees shall have access to the first two (2) steps of the grievance procedure. At no time during the ninety (90) day probationary period shall the employee have access to the arbitration procedure.

All grievances must be filed within seven (7) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Any grievance involving discharge shall be initiated in writing by the employee/union, at Step 2 of the grievance procedure within seven (7) working days of the discharge.

Section 2.

Any employee having a complaint shall first take up the matter with his immediate supervisor. If no satisfactory answer or disposition is received within seven (7) working days, the complaint shall be processed as follows:

Step 1: The complaint shall be written and submitted to the supervisor within 7 working days. The supervisor shall, within 7 working days of receiving the complaint, record his/her disposition.

Step 2: Failing to resolve the grievance in the first step, the steward shall within seven (7) working days of receipt of the supervisor's disposition present an appeal in writing and take up the matter with the department manager or his designated representative. The manager or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition.

Step 3: Failing to resolve the grievance in the second step, the steward shall within seven (7) working days of receipt of the department manager's disposition present an appeal in writing and take up the matter with the Human Resources Director or his/her designated

representative. The Director or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition. If the parties in this step are unable to resolve the grievance the matter may be submitted to arbitration within fifteen (15) days as herein after provided for in this Agreement.

Section 3.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Section 4.

The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of this pay period providing the employee files his grievance within seven (7) working days after receipt of such pay.

Section 5.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for extraordinary personal services that he/she has received during the back pay period.

Section 6.

The right to discipline belongs to and rests exclusively with the City. Nevertheless, any employee covered by this Agreement shall have the right to be heard by the proper officials of the City and to produce witnesses or officers of the Union in his/her behalf as to the truth of the charges preferred against him/her; and finally, if the charges are not sustained, shall have his/her record cleared of such charges and in the case of any loss of wages shall receive reimbursement for such loss. Discipline which involves the discharge or suspension of an employee for more than one (1) day may be submitted to arbitration in accordance with Article VII. If any discipline beyond a one (1) day suspension is arbitrated according to this Agreement, the arbitrator shall be empowered to consider the previous one (1) day suspension. Said appeal to arbitration shall be made within fifteen (15) days of said suspension or discharge.

Charges against any employee shall be specific and shall be called to the employee's attention within five (5) working days after notice of the alleged offense has been brought to the attention of the department head concerned whenever possible.

No discipline by suspension shall be administered to any member who will impair his seniority rights.

Electronic vehicle tracking/surveillance equipment will not be the sole source of disciplinary action.

Audio and/or video shall be heard/viewed when an incident(s) (public complaint, accident, passenger incident, driver (Union) need of documentation) occurs. The time(s) of above said utilization shall be limited to the time(s) of alleged incident (plus or minus 30 minutes).

ARTICLE VII -- ARBITRATION PROCEDURE

Section 1.

Arbitration may be resorted to in the event of failure to meet a mutually satisfactory adjustment of any grievance relating to interpretation, application, or enforcement of the provisions of this Agreement; except, however, that the following situations shall not be submitted nor subject to arbitration;

1. Any Pension matter.
2. Provisions of this Agreement which relate to or in any manner affect the obligations of the City as expressed or intended by provisions of the Wisconsin Statutes or City ordinances.
3. The statutory or charter obligations which by law devolve upon the Common Council.
4. Elimination or discontinuance of any job.
5. Discipline and/or termination of any probationary employee.

Section 2.

The Arbitration Board shall consist of three (3) persons, one (1) to be chosen by the City, one (1) to be chosen by the Union, and the two thus selected shall meet to select a third. In the event they have not agreed upon such third arbitrator within fifteen (15) days after their appointment, the Federal Mediation and Conciliation Board shall be asked to submit a panel of five (5) arbitrators. The Union shall have the right to strike one (1) name from the panel, then the City, each in alternate strikes with the remaining one (1) person becoming the Chairman of the Arbitration Board.

Section 3.

During the arbitration appeal procedure, there shall be no strike, work stoppage, slowdown, or lockout. Either party desiring to arbitrate any case must notify the other party in writing and the failure of either party to appoint its arbitrator within seven (7) working days after the receipt of such notice shall forfeit its case.

Section 4.

The arbitrators shall have initial authority to determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that the dispute is arbitrable, the arbitrators shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration.

Section 5.

The arbitrators shall neither add to, detract from, or modify the language of this Agreement in arriving at a determination of any issue presented to them for arbitration within the limitations expressed herein. The arbitrators shall have no authority to grant wage increases or wage decreases. The arbitrators shall expressly confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

Section 6.

The arbitration award shall be reduced to writing within forty-five (45) days after the hearing unless otherwise mutually agreed upon by the parties. The decision of the arbitrator shall be final and binding on the City, the Union, and the employee.

Section 7.

Each party shall share the expenses of its own arbitrator and all expenses incurred in connection with the preparation and presentation of its own case. Any joint expenses including expenses of the third arbitrator incurred in conducting the arbitration shall be jointly shared.

ARTICLE VIII -- HIRING PRACTICES AND SENIORITY

Section 1.

For the sake of benefit distribution there shall be three (3) employment classifications. No operator shall be purposely limited in hours as a means of circumventing the payment of benefits per these classifications.

The five (5) classifications shall be as follows:

- A. **Class A (full-time) employees** -- shall mean a regular employee who is employed on a year round basis where employment is on a full shift basis and who has satisfactorily completed his/her probationary period. Full-time operators are required to pick regular city runs during the school year and participate in the full-time pick during the summer.
- B. **Class B employees** -- shall be all employees who are not qualified to move to full-time benefit status who work an average of 20 hours per week or more. Such employees shall be eligible for prorated benefits as specified in this agreement including the option of partial payment by the employer of a given percentage of the lowest cost health plan as specified in the state health plan currently in place. That health insurance payment for Class B employees shall be further differentiated based on average hours per Article XVII, Sec.4.
- C. **Class C employees** -- shall be all employees who average less than 20 hours per week. Such employees shall receive some prorated benefits as specified in this agreement.
- D. **Class D (full-time) employees** -- shall mean a regular Metro Connection employee who is employed on a year round basis where employment is on a full shift basis and who has satisfactorily completed his/her probationary period.
- E. **Class E employees** -- shall be part-time Metro Connection employees who are not qualified to move to full-time benefit status.

Employees in the Collective Bargaining Unit who do not average 700 hours per year, based on the previous year's calculations as defined in Article XIV, Section 4 will not be entitled to holiday pay, vacation pay, medical and dental insurance, short term disability, retiree insurance credit allowance.

(It is agreed that the part-time employee to full-time employee ratio shall be no greater than 1.75 to 1.)

Section 2.

- A. All new employees shall serve a probationary period of ninety (90) days uninterrupted by any type of service break, during which time they will be termed "Probationary Employees". By mutual agreement between the City and the Union, the probationary period can be extended for an additional thirty (30) day period. The probationary period

for all new employees covered under this agreement shall begin on the first day of employment.

If Shoreline Metro rehires a Shoreline Metro retiree within 180 days of his/her retirement, the rehired retiree will be paid at the same grade and step in effect on date of his/her retirement.

Part-time employees who become full-time employees shall serve an additional 30-day probationary period after being made full-time. In the event that a part-time employee goes to a full-time job and fails to pass the additional 30-day probationary period, the employee may return to his/her part-time job without loss of seniority or benefits.

- B. Probationary employee's service with the Employer may be terminated at any time by the Employer and no such matter shall be the subject of arbitration.
- C. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.
- D. After an employee has satisfactorily completed his probationary period, he shall not have his qualifications for the particular position which he holds questioned without cause. However, this provision shall not apply in the event the bonding company refuses or cancels the surety bond covering an employee or in the event the employee's commercial driver's license is revoked, nor shall it apply in the event an employee has been convicted of larceny or other statutory or criminal offense, and no such matter shall be the subject of arbitration.
- E. Employees who are transferred or promoted to any other position with the company not covered by this agreement shall automatically be dropped from their respective seniority lists at the end of six (6) months from the date of transfer.

Section 3.

When new employees are to be hired in any group under the jurisdiction of the Union, regular employees from any of these groups who have been laid off due to lack of work within the previous twenty-four (24) months shall be given preference over outside applicants if they are qualified for the position.

Nothing herein contained shall take away the City's recognized right to specify standards of health and physical fitness required of its employees for the safe operation of its services to the public or its right to require physical examinations from time to time in order to maintain such standards.

When mutually agreed by Union and Management, preference for employment will be given to existing or laid-off employees who cannot or could not perform his/her job due to disability.

Section 4.

When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy or opening, with the job description and rate applicable thereto, will, within three (3) workdays after such vacancy or opening occurs, be posted on the bulletin board of all Seniority Units for a

period of not less than ten (10) workdays; Saturdays, Sundays and holidays excluded. If a job vacancy is not to be filled, a notice will, within three (3) workdays after such vacancy occurs, be posted on the bulletin boards within the Seniority Unit affected, to the effect that the job is being abandoned and the reason for such abandonment. Any employee desiring to bid on a posted job must submit his/her bid in writing within said ten (10) workdays. It is understood that the City will utilize a written test to determine an employee's qualifications for a posted job. Tests to determine the qualifications for assignment to a posted job, and/or a trial period, shall be the same for all employees and test results shall be made available to the employee involved and a Union Executive Board member.

The bidder with the greatest company seniority (total length of service with the employer), who is qualified, will be assigned to the job as soon as possible. At the discretion of management, ability and merit being sufficient, seniority shall prevail in determining those eligible for a trial period.

Bid sheets will be posted on appropriate bulletin boards and when an employee turns in a bid sheet the designated City employee will issue the employee a receipt for the bid sheet at that time.

Job dispositions will be posted within seven (7) days (Saturdays, Sundays, and holidays excluded) after the date that the bids are closed and/or test results are known if testing is needed.

The union will be furnished a copy of all jobs posted for bid.

Employees will not be encouraged or discouraged in bidding or not bidding on a job by any representative of the Employer or Union.

In the event that the successful bidder for a job is required to transfer from one seniority unit or job classification to another, he/she will be placed on the bottom of the seniority list of the department transferring to for picking vacation, vacation days, floating holidays, runs/shift preferences, but shall have his/her full use of seniority (length of service with the employer) for length of vacation and all other benefits.

Represented employees shall have the opportunity to demonstrate their interest in new or vacant non-represented positions through use of a sign-up sheet.

Promotion to full-time status shall be made by seniority from a pool of qualified candidates demonstrating their interest in the position by signing a posting on the Company bulletin board. There will be individual postings for each available position. Such posting shall remain on the board for a total of ten (10) working days.

All employees who work less than 500 actual hours according to previous year's calculations as defined in Article XIV, Section 4 (approved leave counts towards hours worked) shall be credited with one-half year of seniority for that calendar year for the purposes of promotion to full-time status.

In order to qualify for such promotion a driver must have at least twelve (12) months of seniority and must not have had more than 16 demerit points charged against his/her record in the last 18 months of active service, or 21 demerit points in the last 24 months of active service.

Demerit points shall be charged against a driver according to the following schedule:

- Preventable (5 points)
- Disciplinary Action:
 - 3 points Group 1 violations
 - 4 points Group 2 violations

The intent of the parties is that the above change is for promotion purposes only.

Section 5.

An employee's seniority and employment shall terminate if:

- A. The employee quits, or
- B. The employee is discharged, or
- C. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the City with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence, or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- F. The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence, or
- G. A settlement with the employee has been made for total disability, or
- H. The employee is retired, or
- I. The employee is laid off or has not for any reason worked for the Employer, except in cases of losing CDL as provided in Art. XII, for a continuous period exceeding the length of his employment or twenty-four (24) calendar months, whichever occurs sooner, or
- J. The employee willfully falsified any information on his/her application for employment, or
- K. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of projection, and interference with the operation of the municipality.

Section 6.

- A. In case of layoff the following procedures shall apply:
 - 1) Probationary employees shall be laid off first.
 - 2) Part-time employees will be laid off before full-time employees and there will be no guarantees of filling vacant full-time positions.
 - 3) Further layoffs will be by seniority.
 - 4) This provision shall not apply to lay-offs of 3 weeks or less in duration caused by natural disasters and equipment breakdowns. The 3 week period may be extended by mutual agreement between union and management.
 - 5) The company will continue to provide intact insurance coverage for 30 days from the time of lay-off under the provisions of the labor agreement and according to the guidelines in the existing state insurance plan. After that 30 days if the employee is willing to pay the premium he/she may then choose to do so under provisions in existing state law. Such coverage will terminate when a laid-off employee is covered by a group plan of another employer or has coverage as a spouse or dependent.

- 6) Seniority in any classification shall continue until (but not exceed) the period of time that the employee has been with the company or 24 calendar months, whichever comes first.

B. Transfers to avoid lay-off shall take place under the following provisions:

- 1) Open positions will be posted;
- 2) Qualifications for the job must be met by the transferee;
- 3) In case of more than one qualified transferee meeting the qualifications, seniority shall prevail.

C. Layoff and Recall: The City recognizes the principle of seniority for full-time employees and regular part-time employees. In the event of layoff, seniority within each job classification shall prevail; and in recall, the employees shall be returned to work in reverse order in which they were laid off providing the employee is capable of performing the job as it is then constituted can pass the regular pre-employment physical examination, and has a valid Wisconsin commercial driver's license in good standing. No new employee shall be hired until all furloughed employees in their respective classifications and in accordance with their seniority shall have been notified by the City of the vacancy by registered mail at the address as it appears on the City's records.

The furloughed employee shall be given ten (10) calendar days to return to work after said notification provided, however, that the furloughed employee notifies the City in writing postmarked within three (3) calendar days of the time of delivery of the notification of his/her intent to return to work. The City shall send the Union a copy of all such communications.

Failure to accept recall shall void further recall rights. Upon recall unused benefits are to be reinstated equal to the level at time of lay-off if recalled to equivalent position. No benefit service time added for lay-off period and no prior benefit service time lost due to lay-off period.

In case of a reduction of a full time driver position, when a full time pick is not available, the displaced full time driver shall have first pick of any part time driver assignment regardless of seniority. Upon the availability of an open full time driver assignment, the displaced driver shall have first pick of that open driver assignment.

ARTICLE IX -- WORKING CONDITIONS & HOURS

Section 1.

Employees off duty, due to illness or injury, shall notify the City official in charge before noon of their desire to be marked on duty for the following day.

An employee who is to be absent from duty shall report the reason therefore to his/her supervisor prior to the date of absence when possible but in no case less than two (2) hours prior for shifts starting after 7:00AM and one (1) hour for shifts starting on or before 7:00AM. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action.

574 It is the intent of the City of Sheboygan not to lay off Local 998, ATU, bargaining unit members
575 for the life of the agreement.

576
577 The normal work week for full-time driver positions will be 40 hours but this is not construed to
578 mean a guarantee of minimum hours of work or a limitation of the number of hours an employee
579 may be required to work. The City agrees to maximize the number of full-time driver positions
580 available to employees. For picking purposes only, full-time seniority shall begin with date the
581 employee becomes full-time.

582
583 The spread of duty of a regularly scheduled run shall not exceed a total of twelve (12) hours, and
584 the City agrees to make the schedule of runs as nearly satisfactory to the drivers as they
585 conveniently can without the creation of additional overtime. Wherever possible, shop runs (shop
586 runs are defined as those runs to industries and other organizations) and tripper runs are to be
587 combined to make regular runs.

588
589 Each full-time operator and regular part-time operator who is assigned a transit run shall be paid
590 15 minutes check-in time for each regular shift and a total of 30 minutes for each split shift for
591 taking a bus out of the garage. In addition, tripper drivers whose tripper runs exceed two hours
592 shall be paid 15 minute check-in time.

593
594 Upon notification to the company that a driver with a run (not extra board) is to be unavailable
595 for work for 30 days or more, the City will post a notice of re-pick, and where it will start from on
596 the seniority list. The re-pick will start 24 hours after the notice has been posted and each driver
597 will have a maximum of one (1) hour to complete their pick upon personal notification. If an
598 employee has been out on a leave at the time of a re-pick, his/her place will be skipped.

599
600 For a re-pick in which a driver is out for 30 days or more, the run thus open will be offered to the
601 next lowest senior driver and so on down the seniority list until the run is picked or has been
602 offered, but declined, by all remaining active drivers on the seniority list. Likewise, runs that
603 become open by virtue of the re-pick will also be offered to the next lowest senior driver from
604 that/those point(s) until picked or offered to all remaining active drivers on the seniority list in
605 seniority order. The re-pick concludes when an open run is picked by an extra board driver or has
606 been offered, but declined by all remaining active drivers on the seniority list.

607
608 The pick must be completed within three (3) days (excluding Saturdays, Sundays and national
609 holidays) from the start of the pick, that is, four (4) days (excluding Saturdays, Sundays and
610 national holidays) from receiving notification from the employee that he/she will be unavailable
611 for work. The work assignments thus selected in the re-pick will take effect on the first Sunday
612 after the re-pick is completed.

613
614 Upon notification of his/her return to work, the driver will take the pick they held at the beginning
615 of the general pick period. If the driver was passed over during the general pick, then he/she will
616 pick from any run that would have been available to him/her based on seniority at the time of the
617 general pick. Only the employee that loses their pick as a result of this return to work re-pick will
618 then have an opportunity to pick from the remaining runs that were open to them at the time of
619 the last general pick. Employees will not have the chance to switch routes when an employee
620 returns to work unless he/she has been bumped from their pick by a driver with more seniority.

No change in pick assignments on a re-pick unless mutually approved by the Union and the City.

This procedure does not apply when there are less than 15 days left in the driver assignment pick period.

Said change or changes will remain in effect for the duration of the run pick or until the employee who was out 30 days or more notifies the company in a timely fashion (allowing for the notification of all parties involved) that they will return to work. At such time all runs shall revert back to the original designations. No variations for individual employee situations shall be allowed under this provision.

In so far as is practical, all operators shall be entitled to eight (8) hours off duty before being subject to recall. This rule may be waived by any individual operator by written notice to the manager.

Employee's seniority shall be determined by the length of his present continuous service.

A general selection of full-time runs shall take place approximately every three (3) months, or when there is a major change of schedule, or at any other time by mutual agreement between the Company and the Union. Runs selection will be based on seniority and held within their respective occupational group. An extra board pick will be made after the full-time pick. Said pick to be made by seniority.

A pick of Metro Connection runs shall be in concurrence with the General Pick of Shoreline Metro runs. In the event a Metro Connection driver is out of work due to, but not limited to, illness/injury, Metro Connection will hold a pick/return to work procedure in accordance with the procedures set above for Shoreline Metro drivers.

The general selection will start ten (10) days after the notice and run schedule has been posted for operator review. Each operator will have a maximum of one (1) hour to complete their pick upon personal notification. Where attempts to contact an operator are unsuccessful for twenty-four (24) hours, the operators personal notification shall be given to the union steward (or designee in the union steward's absence) who will have a maximum of one (1) hour to complete the pick for the absent operator.

When use of a bathroom is required by an operator in route the dispatcher is to be noticed by radio immediately before leaving the coach and immediately upon returning to the coach.

If an operator or his family has been notified of contamination by head lice the company is to be notified and the operator will be booked off and not allowed to return to work without documentation that the operator has been inspected and found to not be contaminated by the parasites. Written clearance can be from a doctor, the City Health Department, a hospital emergency room or an emergency clinic. The employer will pick up actual costs of required medical clearance if not already covered by insurance.

Drivers working in a fill-in dispatch capacity will be selected, assigned and paid as follows:

1. SELECTION. Interested drivers may sign up for the fill-in dispatch opportunity posting. Those drivers qualified for fill-in dispatch opportunities after January 2007, will have a minimum

of one (1) year experience as a driver and no greater than three (3) demerits in the past twelve (12) months as demerits are defined in Art. VIII, Sec. 4. Of those drivers so qualified, a selection will be made by the Director after an interview of the qualified applicants.

Of those interviewed, selection will be based on the criteria of the applicant's dependability, diplomacy, job knowledge, judgment, honesty, tact, self-confidence and work availability. If two (2) or more candidates in all other aspects are substantially equal for selection purposes, seniority will prevail in the determination of the candidate selected.

2. ASSIGNMENT. Full-time and part-time drivers trained for fill-in dispatch work will be used on an availability basis. No hours are guaranteed to drivers as fill-in dispatchers on either a daily or weekly basis.

3. PAY. Top driver rate with top longevity plus \$1.25/hour.

4. A list of fill-in dispatchers for Metro Connection will be compiled using the guidelines set forth in the guidelines included above.

Section 2. Garage Employees

The mechanics' regular hours shall be consecutive. Regular shifts shall be Monday through Friday. Saturdays shall be rotated. These shifts will be chosen by seniority. A pick for garage shifts shall be held once a year in December for the following year, or when there is a vacancy.

Mechanics will receive a total of two (2) hours pay when on call Saturday PM. Mechanics will be paid 1 hour 20 minutes when hours worked for the week are equal to or greater than 40 hours. Mechanics will be paid two (2) hours when hours paid for the week are equal to 40 hours as a result of vacation, holiday or other paid leave. Failure to respond while on call will negate this provision and could result in disciplinary action.

Any employee temporarily transferred to a position paying a lower rate shall receive his regular rate of pay while holding such position.

When employees are transferred from one occupation to another of one week or more because of curtailment of work in their regular occupation, or if for other reasons transfers are made to accommodate employees, such employees shall be paid the wage applicable to the new occupation.

Employees returning to their former occupation after temporary transfer shall receive their former rate of pay immediately. Anytime there is a shift change for the mechanics, there shall be a re-pick for all mechanic shifts.

In the event there are more than three mechanics employed, the following language will apply. In the event a mechanic is either off for 30 days or it is known that the mechanic will be off for more than 30 days, there shall be a re-pick for mechanic shifts starting with the first person below the mechanic to be off work.

1. PAY. Maintenance Foreman will receive 10% over top pay and top longevity.

Section 3. Class D Employees

Class D employees including fill-in dispatchers may be assigned other duties as necessary to include, but not limited to, minor cleaning such as sweeping, packaging coins or folding schedules (for example).

Section 4. Parking Utility and Maintenance Agreement

Mechanics shall retain first right-of-refusal on performing maintenance on Parking Utility vehicles and equipment. Such work shall be charged to the Parking Utility. The Parking Utility shall maintain the grounds and landscaping at the transit facilities. Such work shall be charged to transit. All other transit related work performed by the Parking Utility shall be at the discretion and approval of the Maintenance Foreman with all work being charged to transit.

ARTICLE X -- OVERTIME

Section 1.

Time and one-half will be paid in accordance with state and federal laws. Employees performing work on Sundays when such day is not a regular work day shall be compensated for such work at the rate of two (2) times their regular rate.

All holiday's count as time worked for overtime calculations. Floating holidays or all other paid time off does not count as time worked for overtime calculations.

Call-in for Sunday work will be done by seniority in rotating order. Pay to be at 2 times employee's hourly rate only when called in on Sunday for same day's work. If employee is not available for any reason after the first call to the last phone number on record with the City, employee's place in that rotation will be forfeited.

Employees performing work on specified holidays shall be compensated for such work at the rate of two (2) times their regular rate plus holiday pay.

Section 2.

There shall be no duplication, pyramiding, or compounding of time paid; that is, no time on time, nor time on time and one-half, nor time and one-half on time and one-half.

Section 3.

It is agreed policy of the parties hereto, that when it is necessary for the City to require overtime to be worked because of absence, that the first opportunity for the overtime work shall be given to employees in the same job title as that of the employee whose job is being filled. In the interest of safety and good operation, however, the City may determine whether any individual employee is eligible for additional overtime. If the City denies the employee the right to overtime because of these reasons, the employee has the right to question the ruling as a grievance. If requested to work overtime, an employee shall be expected to work unless he is excused for good cause.

Section 4.

When a shop employee is requested or permitted to change his regular working hours, which will change the starting and ending time, he or she will be expected to work a full shift before the overtime rule shall apply.

ARTICLE XI -- CALL-IN & REPORTING PAY

Section 1.

Any employee called back to work after completing his/her scheduled hours of work or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing his regular work, or the work assigned, shall receive a minimum of two (2) hours work or pay at his regular hourly rate except in cases of labor disputes, acts of God, unforeseen circumstances or conditions beyond the control of the City.

Section 2.

The City may assign employees to any work available during such two (2) hour period.

Section 3.

Employees are expected to respond to a call back to work under conditions of Management declared emergency made known to the employee, provided the employee is given reasonable notice.

Floating Holidays or any part thereof may be used at the employee's discretion when the employee does not work due to a management-declared snow emergency or other emergency.

ARTICLE XII -- LEAVES

Section 1. Military Leave

All State or Federal laws pertaining to service in the Armed Forces by an employee on temporary leave of absence for such military service is hereby made a part of this Agreement by reference.

All leaves of absence for military service will be without pay. No City payment of health insurance premium, dental insurance premium, and short-term disability insurance premium will be made for absences of thirty (30) consecutive days or more due to military service.

Section 2. General Leaves of Absence

A. (Restrictions on Granting.) Applications for leave of absence shall be made in writing. Leaves of absence shall not be granted to any employee to accept another position or engage in a business venture or to practice a profession or occupation. A leave of absence which has been granted for any other reason shall automatically be terminated should it be found that the employee on such leave has accepted another position or has engaged in a full-time business venture, profession, or occupation. These restrictions shall not apply, however, in any of the following situations:

1. If the employee affected has been elected to a full-time office in the service of the City of Sheboygan, County of Sheboygan, State of Wisconsin, or United States.
2. If the employee is appointed or elected to a full-time position in the service of the Amalgamated Transit Union or the AFL-CIO.
3. If the employee in question has been inducted into the Armed Forces of the United States.
4. The City will provide training to those employees required to pass the Commercial Driver's License exam. In the event an employee is not successful in passing the

Commercial Driver's License Exam, or loses the license, or loses a required license endorsement, the employee will be placed on a leave of absence for a period of up to sixty (60) calendar days and will be returned to his/her former position if the license is obtained during that time. If after sixty (60) days the employee still does not have their CDL, the leave of absence will continue for up to one (1) year or until the endorsement is restored as a result of a legal appeal; however, the employee will have to wait for the next available opening to return to their position. Leaves of absence for CDL exceeding thirty days shall result in adjustment of the length of service date beginning on the first day of the leave of absence.

5. When an employee requests an unpaid partial day, full day or multiple days off because of an unforeseen urgent situation or personal emergency, the City will make attempts to grant this request if said work assignment can be filled at straight rate pay. Such an unpaid time off request will not be granted any sooner than five (5) days prior to the beginning of the period requested off. Employees making such a request must use benefit days if they hold more than five (5) unscheduled floating holidays or any unscheduled vacations days at the time of the time-off request.

6. City shall adhere to all State/Federal laws concerning FMLA. Current forms agreed to by the City and Union will be used. Any changes to this form shall be mutually agreed to by the City/Union. Form to be attached to this contract as an exhibit.

B. Failure to return or revocation of leave. Failure to report at the expiration of a leave of absence or if a leave has been disapproved or revoked shall be cause for separation from the service unless a justifiable reason is submitted within ten days after said expiration, disapproval or revocation, which is acceptable to the granting authority concerned.

ARTICLE XIII -- SAFETY

Section 1.

Safety meetings will be held by the employer periodically. They shall be posted at least 7 days in advance. Each unexcused absence from more than two (2) properly posted safety meetings within a twelve-month period can be counted as an unexcused absence.

Section 2.

Any accident in any way involving the operation of the City's buses, however apparently insignificant, and all disturbances and ejections require immediate notification to dispatcher on duty and shall be fully, properly, and completely documented by employees concerned upon report blanks supplied by the City. Such reports shall be made and delivered during the day of such accident or other occurrence, and shall be prepared in conformity with the rules. Employees will be paid for accident and/or incident documentation provided reports are done at the police station or transit office.

- A. When accidents are deemed necessary for review, they shall be subject to an initial review by the designated Safety Coordinator for Shoreline Metro and the Union Steward for preventability and proper corrective action including coaching and discipline.
- B. In the event the Safety Coordinator and Union Steward cannot agree on the preventability or corrective action for a particular accident, the report shall be reviewed by an Accident Review

Board. The Accident Review Board shall consist of one (1) Shoreline Metro Supervisor, one (1) Union Representative (other than the Union Steward) and the Director of Transit. The Accident Review Board's decision shall remain final for both preventability and recommended corrective action.

- C. Accidents will be reviewed within the first thirty (30) calendar days of any given month, of accidents that occurred in the previous month, in so far as practicable.
- D. Drivers involved in an accident have the right to state their case (at their own expense) in person on the first review. All photographs, reports, statements, etc. shall be provided to the third party.
- E. Accidents where the other party is convicted of a moving violation and the employee is not at-fault, shall be classified non-preventable. Accidents where the employee is convicted of a moving violation shall be preventable. Nothing contained in the above 2 paragraphs will prevent the accident review committee from acting in a timely manner.

ARTICLE XIV -- VACATION

Section 1.

Anniversary date shall be used for determining vacations.

Full time employees to receive 40 hours of pay at their prevailing wage rate per week of vacation earned.

Regular part-time and part-time employees shall receive vacation pay on a prorated basis after qualifying for vacation benefits.

Part-time employees promoted to full-time status prior to October 1 of a calendar year shall receive vacation as a full-time employee, less any vacation used.

Section 2.

Class A Employees:

Full-time vacation credit shall be applied on the following basis:

- 1 full year of continuous service = 80 hours
- 5 full years of continuous service = 120 hours
- 15 full years of continuous service = 160 hours
- 22 full years of continuous service = 168 hours (170 hours for 10-hour employees)
- 25 full years of continuous service = 200 hours

Class B/C Employees:

Regular part-time and part-time vacation credit shall be applied on the following basis:

- 1 year of continuous service = 40 hours
- 5 years of continuous service = 80 hours
- 10 years of continuous service = 120 hours
- 15 years of continuous service = 160 hours

Class D Employees:

Full-time vacation credit shall be applied on the following basis:

1 year of continuous service = 80 hours

5 years of continuous service = 120 hours

Class E Employees:

Not eligible for vacation.

Drivers must be employed by the City of Sheboygan on January 1st of the current year to be eligible for vacation either as a payout or as earned time off to be used during the current year.

Vacation is use-or-lose and will not be permitted to be carried over from year to year.

- 1) For drivers that are employed by the City on January 1st of the current year and qualify to receive vacation AND remain employed with the City during the duration of the current year will be given an earned balance to be used during that calendar year.
- 2) For drivers that are employed by the City on January 1st of the current year and qualify to receive vacation AND terminate employment with the City during the current year, a payout of the earned vacation will be made to the driver minus any vacation already used up to the point of termination. No additional vacation will be issued to any other drivers not receiving vacation to replace the driver that has terminated employment.
- 3) For drivers that are employed by the City on January 1st of the current year and qualify to receive vacation AND transfer employment from Metro Connection to any other area of operations during the current year will receive vacation based on current contract language minus any vacation already used when employed as a Metro Connection driver.
- 4) For employees transferring from other areas of operations to Metro Connection as a driver will be permitted to use their vacation already earned as vacation as a Metro Connection driver through the end of the current calendar year. If the driver remains employed on January 1st of the next calendar year, he/she would be eligible for vacation under the first three points (if qualified).

Section 3.

If a holiday falls during an employee's vacation period, he/she shall receive holiday pay in lieu of using a vacation day. Said vacation day may be used at a later date.

Section 4.

The amount of vacation received per week of vacation shall be prorated according to the actual time paid between October 1 of the year prior through September 30 of the current year for part-time employees. Calculations would be used for the next calendar year.

Section 5.

Vacation shall be granted according to seniority each year in weekly periods mutually agreed upon by the employee and Employer. Said vacation periods may be taken off at any time during the entire calendar year. After the agreed upon time has been posted, the City shall not have the

right to change said time unless agreed to by the Union. A combination of vacation and holiday for a full week will be considered a full week for vacation assignment purposes.

Each part time/full time employee entitled to vacation shall notify the City in writing prior to December 1 of the year prior of his/her vacation period request, and the City shall respond prior to December 15. If more part time/full time employees have timely requested vacation during a specific period than can be granted, the part time/full time employees with the most seniority shall have preference. Those part time/full time employees who have timely requested their vacation and have all or part of it denied shall have the opportunity to reapply prior to March 1, still recognizing seniority. Those part time/full time employees who do not apply by February 1 deadline will have their requests granted on a first-come, first served basis after April 1. The City agrees to make every reasonable effort to grant vacation times requested. The City, after making any necessary adjustments to vacation requests, will issue the vacation schedule for all part time/full time employees by March 15. Approved vacation time off will not thereafter be canceled or changed without consent of the part time/full time employee. Non-peak service weeks and major holiday weeks with less need for drivers will generally allow for three (3) full-time and two (2) part-time drivers off, or a total of five (5) drivers. Two (2) Class D drivers will be allowed off on any given day, unless it would result in cancelling service, and more if the schedule allows. Management shall allow more based on availability and service needs. School weeks will allow a minimum of three (3) drivers off. No more than one (1) mechanic and one (1) hostler and one (1) cleaner may be off on vacation at any one time. Management shall allow more based on availability and maintenance needs.

Vacation may be taken as single days and they are not required to be taken as a full week, but vacations thus taken will be given preference during the annual vacation pick by seniority after full weeks have been assigned. After the single day vacation pick has been offered to the entire seniority list, all remaining unused vacation days will be granted on a first come, first served basis. On non-peak service weeks and major holiday weeks no more than five (5) drivers off for vacation on any given day unless allowed based on availability and service needs. School weeks will allow for a minimum of three (3) drivers off. Vacations may be taken as one-half (1/2) of a day (four [4] hours full-time or one-half [1/2] pro-rated hours part-time). Maintenance staff may use vacation in two (2) hour increments as staffing permits.

Section 6.

As a general principle, vacations must be taken in the year they are earned. In the event that vacations are not scheduled by September 15, a posting will be made of the available vacation times and those affected employees will select available vacation by seniority for all their remaining vacation. Each employee shall have one working day (Monday through Friday) to pick during the September vacation pick. All employees who have not selected vacation times by October 15 will have their vacation assigned by Management. The City will respond to all vacation requests within ten (10) calendar days.

Section 7.

Vacation will be paid at the current straight time rate in effect.

Section 8.

The Manager may, where he deems that the circumstances warrant, allow employees to credit absences due to serious illness, National Guard, military reserve duty or leaves of absence to vacation time.

Section 9.

Employees who leave for military service or who leave employment under any circumstances shall be granted a prorated vacation allowance earned for the time put in during the year up to the time they leave for military service.

Section 10.

Wages covering any part of the vacation period shall not be paid in advance. Such wages shall be paid on the regular payday.

ARTICLE XV -- HOLIDAYS**Section 1.**

The following days shall be paid eight (8) hours at the straight time hourly rate and classified as paid holidays: New Year's Day, Memorial Day, Independence Day (observed), Labor Day, Thanksgiving, and Christmas Day.

When a designated paid holiday falls on the regularly scheduled work day of an employee with a ten (10) hour work assignment, that employee shall be paid ten (10) hours of holiday pay at the straight time hourly rate as long as all other conditions of Article XV have been met with respect to qualifying for holiday pay. When the designated paid holiday falls on the full time employee's regularly scheduled day off work, that employee will be paid eight (8) hours of holiday pay as long as all other conditions of Article XV have been met with respect to qualifying for holiday pay. When a part-time driver has been moved up to a full-time assignment by virtue of a re-pick as stated in Article IX, Section 1, Paragraph 6, that driver will be paid the amount of holiday hours that are equal to the run they have picked, or their prorated hours, whichever is greater.

These provisions only apply to Transit's six (6) designated holidays.

All part-time employees who have completed a full year of service shall be eligible for the above holidays on a prorated basis based on hours paid in the preceding calendar year.

Section 2.

All eligible employees shall receive seven (7) floating holidays.

Floating Holidays requested during the vacation pick will be granted as are single vacation days.

Floating Holidays or any part thereof may be used at the employee's discretion when the employee does not work due to a management-declared snow emergency or other emergency. Payroll stubs will reflect floating holidays remaining in any calendar year. Up to three (3) floating holidays not used by the end of the calendar year shall be paid out to the employee the first full pay period of the following year. However, under no circumstances will floating holidays be carried over from year to year.

The employer will pay a full shift of work when the employee does not work as the result of a Management declared snow emergency or other emergency if the employee is already at work and if it is past check-in time. Employees thus paid may be required to perform other duties while on the clock.

Section 3.

Employees who work on any of the six paid observed Holidays (excluding floating Holidays) shall be paid at the rate of double time for all hours worked in addition to Holiday pay.

If New Year's Day, Independence Day, and/or Christmas Day fall on a Sunday, Monday will be the officially observed holiday. All work performed on that Monday shall be paid at double time. Service may be offered at a reduced level on these particular occasions.

Section 4.

To be eligible for holiday pay, the full-time/part-time employee must work the Employer's regularly scheduled straight time work day prior to the Holiday, or have scheduled vacation prior to the Holiday, and work the Employer's regularly scheduled straight time work day subsequent to the Holiday or have scheduled vacation subsequent to the Holiday.

All employees who do not work the employer's regularly scheduled straight time work day prior to and subsequent to the holiday due to illness shall be considered eligible for holiday pay provided all of the following conditions are met:

1. The employee is an eligible, active employee who has worked for the department within the past thirty days.
2. The employee must be under the care of a physician for a non-occupational illness or injury. The City may require that the employee submit documentation from a physician certifying that the employee was unable to work on said day or days, or the City in lieu of said documentation may choose to visit the employee at his/her place of residence to verify his/her inability to work.
3. The employee is not eligible for any other insurance, disability, or retirement benefits.
4. The employee is otherwise eligible for and meets all the requirements for holiday pay pursuant to Article XV.

The above stated conditions for holiday pay when an employee does not work the days immediately preceding and following the holiday do not apply if in conflict with State or Federal law.

ARTICLE XVI -- TRANSPORTATION

Free bus transportation will be provided upon request to all employees and to the dependents of full-time employees upon hire. Part-time employees who have completed one (1) year of service will be eligible for free bus transportation for dependents upon request. An employee pass will be provided upon request to employees who retire and the proper use of said pass shall be evaluated annually. This benefit shall be for the fixed route service only. Dependent passes to be honored for students enrolled in and attending high school through completion of high school regardless of age.

ARTICLE XVII -- SICK & ACCIDENT BENEFITS & HEALTH INSURANCE**Section 1.**

Employee may purchase a Voluntary Short-Term Disability Plan through an employer sponsored Group Plan. See Addendum A.

Section 2.

For each employee in the full time benefit classification, the employer will obtain, at company expense, a sickness and accident insurance (Addendum A).

Section 3.

The City shall provide a group health insurance program available to eligible employees covered by this agreement.

The City shall provide a Flexible Spending Account (FSA). The FSA shall cover medical and child care expenses. The plan shall be subject to the limits and constraints set by the Federal Government (IRS).

Effective January 1, 2016, employees will be on the City's High Deductible Health Insurance Plan. The plan includes a Health Savings Account (HSA).

Effective January 1, 2023 the City agrees to contribute the same HSA amount to represented employees as it does for non-represented employees on the City's Health Plan.

All future opt-out incentives, spousal surcharges, premium contributions, etc. associated with the City's Health Insurance Plan is at the discretion of the City.

Plan details are available through the City's Human Resources Department.

Section 4

Part-Time Employees

A. Part time employees hired prior to 1/1/2014 may be eligible for health and dental insurance through this agreement. The following is a list of percent premium coverage, eligible employees and eligibility:

80% Premium Coverage – Class B

Employees whose average hours per week (based on the previous year) are 30 hours or more and elect coverage.

70% Premium Coverage – Class B

Employees whose average hours per week (based on the previous year) is 25 hours to under 30 hours and elect coverage.

50% Premium Coverage – All Class B Employees

Employees whose average hours per week (based on the previous year) are under 25 hours and elect coverage.

25% Premium Coverage – Class C

Employees in this category that elect coverage.

B. Part time employees hired after 1/1/2014 may be eligible for health and dental insurance through this agreement after 1 year of continuous service. The following is a list of percent premium coverage, eligible employees and eligibility:

50% Premium Coverage – All Part-Time Employees

Employees hired after 1/1/2014 who work between 20-39 hours per week will pay 50% of the monthly premium amount for medical and dental insurance, or the lowest amount in accordance with the Affordable Care Act with regards to the affordability with those work 30 hours or more per week.

Class B employees who miss one of the above classification cut offs by less than one hour will qualify to have their average weekly hours computed using only peak service weeks to determine classification. Peak service weeks are "School-year" weeks when all regularly scheduled trips are operated.

The City is self-insured for health insurance and agrees to comply with all State of Wisconsin insurance mandates.

All benefits shall be subject to the standard provisions set forth in the policy or policies, including "other coverage" and "subrogation" amendments. The City's obligation under this Agreement to provide insurance benefits to members of the Association cease when the member is laid off, discharged, or quits.

The City shall not be obligated to provide double coverage; and to escape such double payments, the City may be permitted to cancel benefits or policies which shall duplicate in whole or in part compulsory governmental insurance.

The City agrees that there will be a one-time open enrollment for medical and dental insurance as soon as possible after ratification. This open enrollment applies to all classifications of employees. The City notes that it remains true that employees may also opt to change from family to single at any time and that employees may initiate insurance coverage or opt to change from single to family coverage upon the occurrence of an event changing the employee's insurance status (example [by way of example, but not limited to example] spouse loses insurance coverage from spouse's employer due to a plant shutdown).

Section 5.

Retiree Health Insurance.

- 1) The term "retire" or "retirement" as used in this article shall mean the member must have reached retirement age as determined for annuity computation purposes and is receiving said annuity payments.
- 2) Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees. Retirees' premium rates shall be the same as active employees. Employees hired on or after January 1, 2013: Upon retirement or other termination of employment will be eligible for 18 months of COBRA coverage.
- 3) An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City's carrier and that change from single to family is limited to one (1) per retiree

and only in the event his/her spouse loses outside coverage. (See attached Letter of Intent)

- 4) A surviving spouse is eligible to remain in the City plan. A surviving spouse shall receive all retiree health insurance benefits and credits earned by his/her spouse (surviving spouse shall be treated as if he/she were the former employee).
- 5) Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program.
- 6) A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs covered by Chapter 40 of the WI State Statutes. (See letter of Tentative Approval dated Nov. 27, 2001)
- 7) A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Transit Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement provided he or she meets the following conditions:
 1. Marriage to the employee must have been for at least a five (5) year period.
 2. The surviving spouse remains unmarried.
 3. The surviving spouse is not eligible for other group insurance.
 4. The surviving spouse is not eligible for government-sponsored medical insurance.
- 8) Participation in the City's medical insurance program will be allowed for persons who are again employed by the City after their previous City service ended effective November 1, 2001. It is the policy of the City regarding retired employees returning to City employment in Local 998 such that those employees will have the same rights and premium arrangements as other active employees.

Letter of Intent

The following wording regarding the ability of a retired employee to change from a single plan to a family plan was placed in the contract January 1, 2001:

"An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City's carrier and that change from single to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage."

This Letter of Intent is to clarify that wording.

- A.** This provision will take effect on January 1, 2001. As of that date, this wording shall cover all current retirees and future retirees.
- B.** The option to change from a single to family plan can only be implemented once.

C. If a retiree's spouse has a loss of outside medical coverage from his/her place of employment, the retiree can change his/her City plan from single to family.

1. The spouse can enter unconditionally upon completion of his/her COBRA rights with the previous employer, or
2. The spouse may enter prior to the completion of COBRA with proof of insurability.
3. Should a retiree marry, he/she can change from a single plan to family if:
 - a. He/she has not already used the one-time single to family provisions previously.
 - b. The spouse is not eligible for employer-sponsored health insurance.
 - c. The spouse is not eligible for COBRA health insurance through a previous employer. (Unless he/she provides proof of insurability (see #C.2.).

D. Definitions.

1. **Loss of outside medical coverage of an employee's spouse:** Circumstance which leaves spouse without health insurance. Retirement, voluntary termination, involuntary termination, layoff are examples of loss of outside medical coverage.
2. **COBRA.** The current law in effect which requires an employer to offer availability of continued medical insurance in their plan following discontinuation of employment.
3. **Proof of insurability.** A medical examination to assure that there are not existing medical conditions that would be exorbitantly expensive to the City Plan.

Section 6.

The City will provide a group dental program for eligible employees for which the employees will pay 15% of the premium per month for single and family coverage during the term of this agreement. The schedule of benefits shall follow the City's current dental plan.

Section 7.

Health Insurance Portability and Accountability Act (HIPAA). As long as HIPAA remains in effect, the City shall not opt out of HIPAA.

The City will confer with the Union if there is a change under consideration. To clarify from last negotiations that the City will confer with the union if any change of network(s) is considered.

ARTICLE XVIII -- LIFE INSURANCE

The City agrees to continue the present Wisconsin Employee Group Life Insurance Plan in accordance with the Wisconsin State Statutes or comparable coverage for eligible employees in the bargaining unit who have satisfactorily completed six (6) months service and who voluntarily choose to participate in said plan. In addition, full-time employees will have their group life insurance premium paid for by the City.

ARTICLE XIX -- WISCONSIN RETIREMENT PLAN

Section 1.

It is agreed that the City will contribute the statutory required amount to the Wisconsin Retirement Fund for all eligible employees covered by this agreement.

Effective with the first full payroll in 2014, all employees agree to pay 5.9% of the employee's share of the contribution with the City agreeing to pay the remaining percentage of the employee's share and all of the City's share of the contribution.

Effective with the first full payroll in 2015, all employees agree to pay 100% of the employee's share (50% of the stated mandated rate).

Section 2.

It is agreed that WRF contributions normally due to employees off of work while conducting union business, shall be made on their part by the Company and reimbursed by the Union as allowed under WRF policy. Time off for Union business for full-time employees will be counted as hours worked for the purpose of overtime. The Union agrees to reimburse the City for all lost wages, FICA and State pension including the scheduled overtime pay.

ARTICLE XX -- CLOTHING ALLOWANCE AND TOOL ALLOWANCE

All Class A drivers shall receive \$260 per year in clothing allowance. All Class B part-time drivers, who have completed probation, shall receive \$220 per year. All Class C part-time drivers, who have completed probation, shall receive \$170 per year. Class D and E drivers do not receive a clothing allowance. New hires shall receive a prorated amount for the year of hire at the end of their probationary period. The clothing allowance year runs January 1 to December 31. All earned clothing allowances will be paid out in a lump sum on the first full payroll of the year. Employees that leave during the year will be required to pay back a percentage of the allowance based on hours paid. The City and its supplier will work to provide the availability and encourage the purchase of Union Made in the United States of America products whenever possible.

NEW EMPLOYEES

Employees that begin employment or transfer from one area of operation to another will be credited with uniform, tool and/or shoe allowance once he/she has successfully completed training and the probationary period. This will be calculated based on weeks or months of service for the remainder of the year. For example, if an employee is hired in January and trains through the month of February and then completes the probationary period (fixed route – 90 days), the employee would be credited with beginning regular work on June 1. Therefore, the employee will receive 7/12 or 58.3% of the allowance to purchase uniforms, tools and/or shoes.

EMPLOYEES THAT TERMINATE EMPLOYMENT

Employees will be required to pay back a prorated portion of these payouts when employment terminates with the City. This will be calculated based on weeks of service during the year in which employment terminates. Employees will be credited only for weeks or months worked and will be required to repay for time not worked in the calendar year. For example, if an employee terminates at the end of March, he/she will be credited with working 3/12 or 1/4 (25%). The employee will then be required to pay back 75% of the paid out uniform, tool and/or shoe allowance that was paid out at the beginning of the year.

Management will enforce a dress code, to include the type of uniform and shoes to be worn.

Optional Union patches or emblems will be allowed on the uniform.

Union-supplied Union labels to be put on the bus. Size and placement location to be approved by the City.

A Union-supplied locked and secured suggestion box will be allowed.

A form tree provided by the Union will be allowed to be put in the drivers' room under or near the bulletin board.

It is agreed that operators, after completing their probation period, will wear prescribed uniforms at all times while operating coaches. New employees are required to wear something close to required uniform. Required uniform is not enforced until completion of probationary period.

Uniform shall consist of jackets, slacks, sweaters, belts and shoes.

Drivers must wear a clean uniform and may not wear colored t-shirts or turtlenecks that show out under the uniform shirt or blouse.

If approved by management, either a maroon or dark blue button-down sweater, V-neck sweater, or vest will be allowed as part of the uniform.

Drivers may wear brown or black shoes or boots. Sandals, gym shoes and/or any other type of athletic shoe will NOT be worn as part of the uniform.

A management-approved dark blue baseball cap will be considered an optional part of the uniform. Said cap must be worn with the brim forward at all times.

Shirts without tails do not have to be tucked in.

Uniforms shall not be worn off-duty.

Effective January 1, 2023, mechanics shall be paid \$600 per year for replacement or purchase of authorized tools. Part-time tool allowance to equal 50% of full-time mechanic. Mechanics and maintenance assistants shall be paid \$150 per year for steel-toed safety shoes/ boots or management approved seasonal jacket to be worn at work. All earned tool and safety shoe allowances will be paid out in a lump sum on the first full payroll of each year for the duration of this agreement.

ARTICLE XXI -- BEREAVEMENT PAY

Section 1.

When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother or sister, legally adopted child, or dependent children of spouse residing in the employee's household, the employee, upon request, will be excused for three (3) consecutive scheduled work days, if scheduled, otherwise three (3) consecutive calendar days, to attend the funeral.

For death of a natural grandparent, grand-child, brother-in-law or sister-in-law, the employee, upon request, will be excused for one (1) day to attend the funeral.

Effective June 1, 1992 prorated bereavement pay shall be extended to Class B and C employees.

Effective January 1, 2010, the bereavement benefit shall be extended to Class D employees by their respective classification to a total of two (2) days annually.

Section 2.

An employee excused from work under this article shall, after making application, receive the amount of wages, exclusive of shift or any other premium, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

If a paid day of bereavement leave falls during an employee's vacation period, he/she shall receive bereavement pay in lieu of using a vacation day. Said vacation day may be used at a later date in the same year.

ARTICLE XXII -- JURY DUTY

All classifications of employees who are subpoenaed and serve on jury duty or are absent due to a subpoena relating to Company business on any days which are scheduled work days for them shall be excused for the time spent in jury service and shall receive their regular rate of pay for said time served on jury duty, not to exceed twenty (20) days per calendar year, subject to the following provisions:

- A. The employee must present proof of jury duty service stating the dates and hours per day served on jury duty.
- B. The employee shall immediately endorse his/her check for such jury service over to the Finance Director/Treasurer for deposit into the proper fund.
- C. When the employee is excused from jury service, either temporarily or permanently, the employee shall report back to work within one (1) hour to complete his/her shift. The total of hours on jury duty and actually worked shall not exceed the number of hours in the employee's regularly scheduled shift.
- D. Time paid for jury duty shall be counted as hours worked for purposes of overtime.

ARTICLE XXIII -- GENERAL COMMITMENT OF UNION

Section 1.

It is agreed by the City and the Union that, in consideration of the mutual covenants herein contained, the members of the Union will be courteous to passengers and the general public at work at all times to the best interest of the City. They further agree that they will at all times comply with the rules of the Utility, Federal laws and regulations, State Laws, and City Ordinances, and use every effort to prevent injury to property and person of the City and the traveling public.

Section 2.

The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the Municipal Employer, namely the City. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

- A. Discharge as provided for by law.
- B. Other disciplinary action as may be applicable to such employee.

C. Loss of all compensation, vacation benefits, and holiday pay as determined by the City.

Upon notification in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

ARTICLE XXIV -- BASE PAY

Section 1.

The pay scale of employees shall be on the basis of the hourly rates as prescribed herein for the respective positions.

For all new employees in all classifications, the rate during the probationary period shall be 100% of base rate.

Mechanics will be evaluated after six (6) months and either be retained as a mechanic or let go in the case of an incompetent new hire or transferred back to the earlier position in the case of a transferee.

Section 2.

The department head must recommend in writing the advancement in salary of each employee in his department who has met the requirements for compensation advancement, the recommendation shall include a certification that the employee's service has been satisfactory in all respects for a minimum of two (2) months prior to the effective date of the recommended advancement in salary.

Section 3.

Top base pay effective January 1, 2023 pay rates are as follows:

Driver Class A/B/C	\$24.66
Driver Class D/E	\$17.42
Maintenance Foreman	\$35.09
Mechanic	\$29.26
Maintenance Assistant	\$21.42

Top base pay effective January 1, 2024 pay rates are as follows:

Driver Class A/B/C	\$25.52
Driver Class D/E	\$18.38
Maintenance Foreman	\$36.31
Mechanic	\$30.28
Maintenance Assistant	\$22.17

Top base pay effective **January 1, 2025** pay rates are as follows:

Driver Class A/B/C	\$26.29
Driver Class D/E	\$18.93
Maintenance Foreman	\$37.40
Mechanic	\$28.14
Maintenance Assistant	\$22.83

Section 4.

A bus operator will receive an additional dollar (\$1.00) per hour for training new operators. The company reserves the right to assign the training driver to any route for the purpose of training new employees. No employee shall lose wages as part of this agreement.

Effective January 1, 2014, all new employees hired shall receive a longevity bonus as follows:

- After 5 years of continuous employment a \$300 lump sum will be paid annually in December of that year.
- After 10 years of continuous employment a \$600 lump sum will be paid annually in December of that year.
- After 15 years of continuous employment a \$900 lump sum will be paid annually in December of that year.
- After 20 years of continuous employment a \$1,200 lump sum will be paid annually in December of that year.

Longevity payments will be credited based upon date of hire. Employees hired prior to January 1, 2014 will receive longevity based upon date of hire. Rates of pay will be as follows:

01/01/2023 – 4.0%

	<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
CLASS A/B/C DRIVER	24.66	25.27	25.89	26.50	26.87
MECHANIC	29.26	30.00	30.73	31.46	31.90
MAINTENANCE ASST.	21.42	21.96	22.49	23.03	23.35

	<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>
CLASS D/E DRIVER	17.42	18.46

01/01/2024 – 3.5%

	<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
CLASS A/B/C DRIVER	25.52	26.16	26.80	27.44	27.82
MECHANIC	30.28	31.04	31.80	32.56	33.01
MAINTENANCE ASST.	22.17	22.72	23.28	23.83	24.16

	<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>
CLASS D/E DRIVER*	18.38	19.48

*Additional 2% increase for 2024

01/01/2025 – 3.0%

	<u>UNDER 5 YRS</u>	<u>5 YRS</u>	<u>10 YRS</u>	<u>15 YRS</u>	<u>20 YRS</u>
CLASS A/B/C DRIVER	26.29	26.95	27.60	28.26	28.65
MECHANIC	31.19	31.97	32.75	33.53	34.00
MAINTENANCE ASST.	22.83	23.41	23.98	24.55	24.89

	<u>BASE</u>	<u>HIRED BEFORE 7/1/21</u>
CLASS D/E DRIVER	18.93	20.06

Section 5.

All commissions received from vending machines on site shall be collected and recorded by the company. Said funds shall be used for employee social functions as agreed upon by Union and Management.

Section 6.

Direct deposit of wages, in bank of employee's choice will take effect for all employees as soon as possible after mutual ratification of this agreement. The City agrees to put hours on pay check stubs of all classifications of employees if it can be done.

ARTICLE XXV -- MISCELLANEOUS**Section 1.**

The City agrees to implement a flexible spending program effective July 1, 2001, to provide pre-tax payment of medical, childcare, and parking expenses up to plan limits. Effective January 1, 2008, Class D/Paratransit employees are eligible to participate in the flexible spending program.

Section 2.

Except as otherwise stated, benefits are effective the first payroll following receipt of a signed contract and will be made only to those employees on the payroll as of the date the Transit Commission approves the contract and to employees who retired or died on and after January 1, 2003, up to and including the date the Transit Commission approves the contract.

PRESIDENT, ATU LOCAL 998

DATE

UNION STEWARD, ATU LOCAL 998

DATE

TRANSIT DIRECTOR, CITY OF SHEBOYGAN

DATE

HUMAN RESOURCES & LABOR RELATIONS
DIRECTOR, CITY OF SHEBOYGAN

DATE

ADDENDUM A SHORT-TERM DISABILITY INSURANCE



SHORT-TERM DISABILITY INSURANCE

Proposal for: City of Sheboygan
Alternate: 2.00

The following Short-Term Disability plan is being proposed on a fully-insured basis effective 01/01/24. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Transit Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

	Class 1
BENEFIT PERCENTAGE	66 2/3%
MAXIMUM BENEFIT	\$800
ACCIDENT ELIMINATION PERIOD	0 days
SICKNESS ELIMINATION PERIOD	7 days
ZERO DAY RESIDUAL	Included
OWN JOB DEFINITION	Loss of duties and earnings
BENEFIT DURATION	52 weeks
INTEGRATION	Yes
SS INTEGRATION METHOD	Family
SALARY CONT.	Full
STATE DISABILITY PLAN	Yes
OFFSET	Yes
PFL OFFSET	Yes
MINIMUM BENEFIT	None

PARTIAL DISABILITY

	Class 1
EARNINGS TEST %	99% (Mutually Progressive Partial)
PARTIAL DISABILITY FORMULA	Mutually Progressive Partial

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	100%	31	Non-Contributory

ADDITIONAL BENEFITS

DEFINITION OF WEEKLY EARNINGS	Earnings Just Prior to Disability, Annual Salary
VOC REHAB INCENTIVE	5%
REASONABLE ACCOMMODATION BENEFIT	100%, up to \$1,000
LAYOFF/FURLOUGH/LEAVE	<ul style="list-style-type: none"> ▪ Temporary Layoff - Not Included ▪ Furlough - Not Included ▪ Personal Leave - Not Included
CONTINUATION FOR FEDERAL AND STATE LAWS	Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.
FICA PAYMENT	The employer will deposit their portion of any applicable FICA tax with the IRS.
W-2 PREPARATION	Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 37-23-24**

BY ALDERPERSON RAMEY.

FEBRUARY 5, 2024.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located west of 3512 Wilgus Avenue - Parcel No. 59281215833 from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification:

Property located – west of 3512 Wilgus Avenue - Parcel No. 59281215833:

LOT 2 CSM V21 P117-118 #1754914 & AFFT #1765532 - PRT NE NW & NW NW SEC 21.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

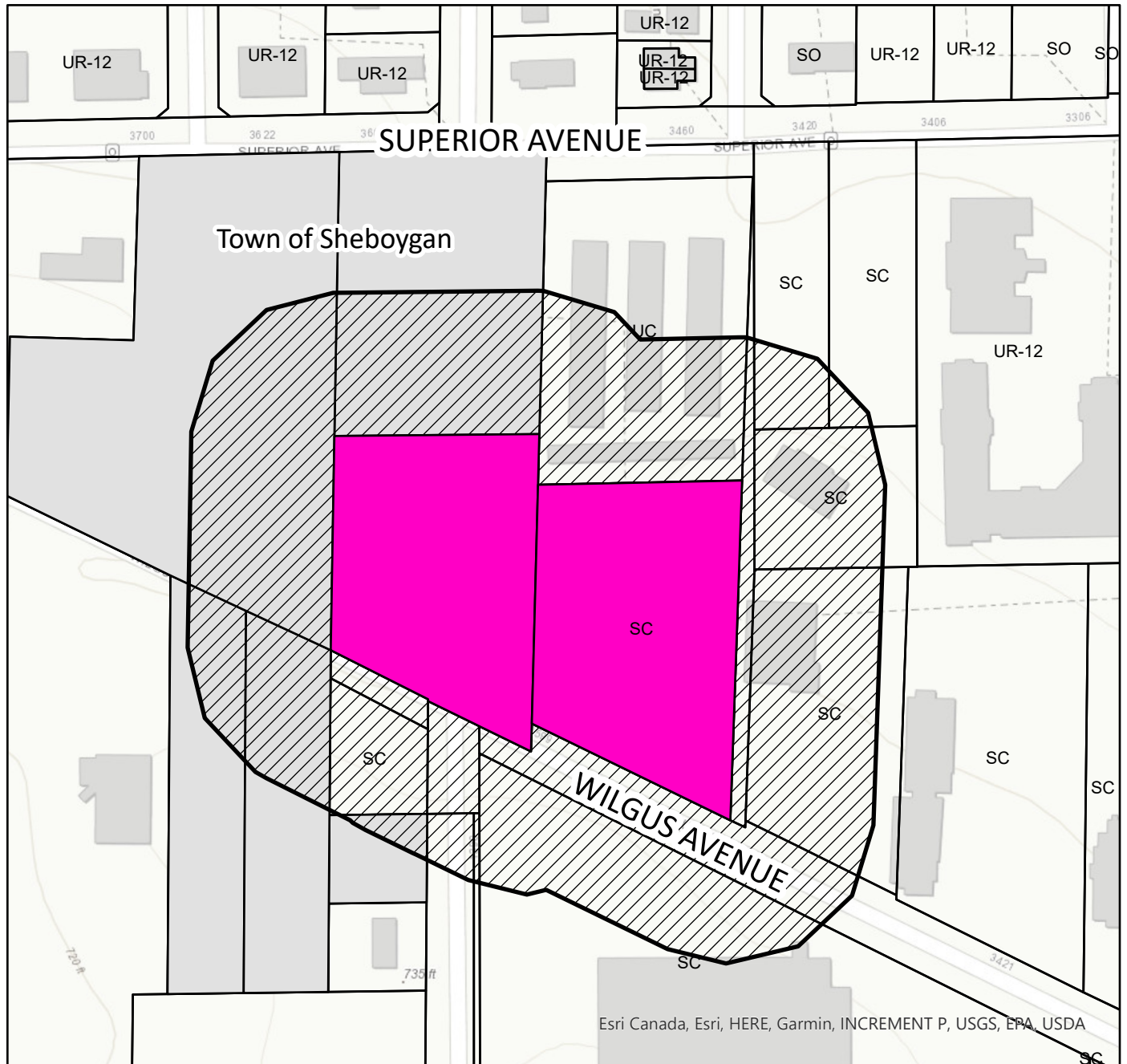
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

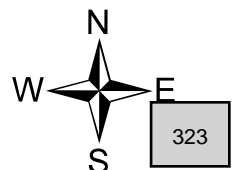
PROPOSED REZONE FROM SUBURBAN COMMERCIAL (SC) TO SUBURBAN COMMERCIAL -PUD OVERLAY

SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST

PRT N1/2 NW1/4 LOT 1 AND S 10' OF LOT 2 CSM REC IN VOL 14 P 240 AS DOC
#1492826 ROD AND LOT 2 CSM V21 P117-118 #1754914 & AFFT #1765532 - PRT
NE NW & NW NW SEC 21



0 100 200 400 Feet



**CITY OF SHEBOYGAN
GENERAL ORDINANCE 38-23-24**

BY ALDERPERSON RAMEY.

FEBRUARY 5, 2024.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located at 3512 Wilgus Avenue - Parcel No. 59281215827 from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Commercial (SC) to Class Suburban Commercial (SC) with PUD overlay Classification:

Property located – 3512 Wilgus Avenue - Parcel No. 59281215827:

SEC 21 T15N R23E PRT N1/2 NW1/4 LOT 1 AND S 10' OF LOT 2 CSM REC IN VOL 14 P 240 AS DOC #1492826 ROD 1.95 A

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

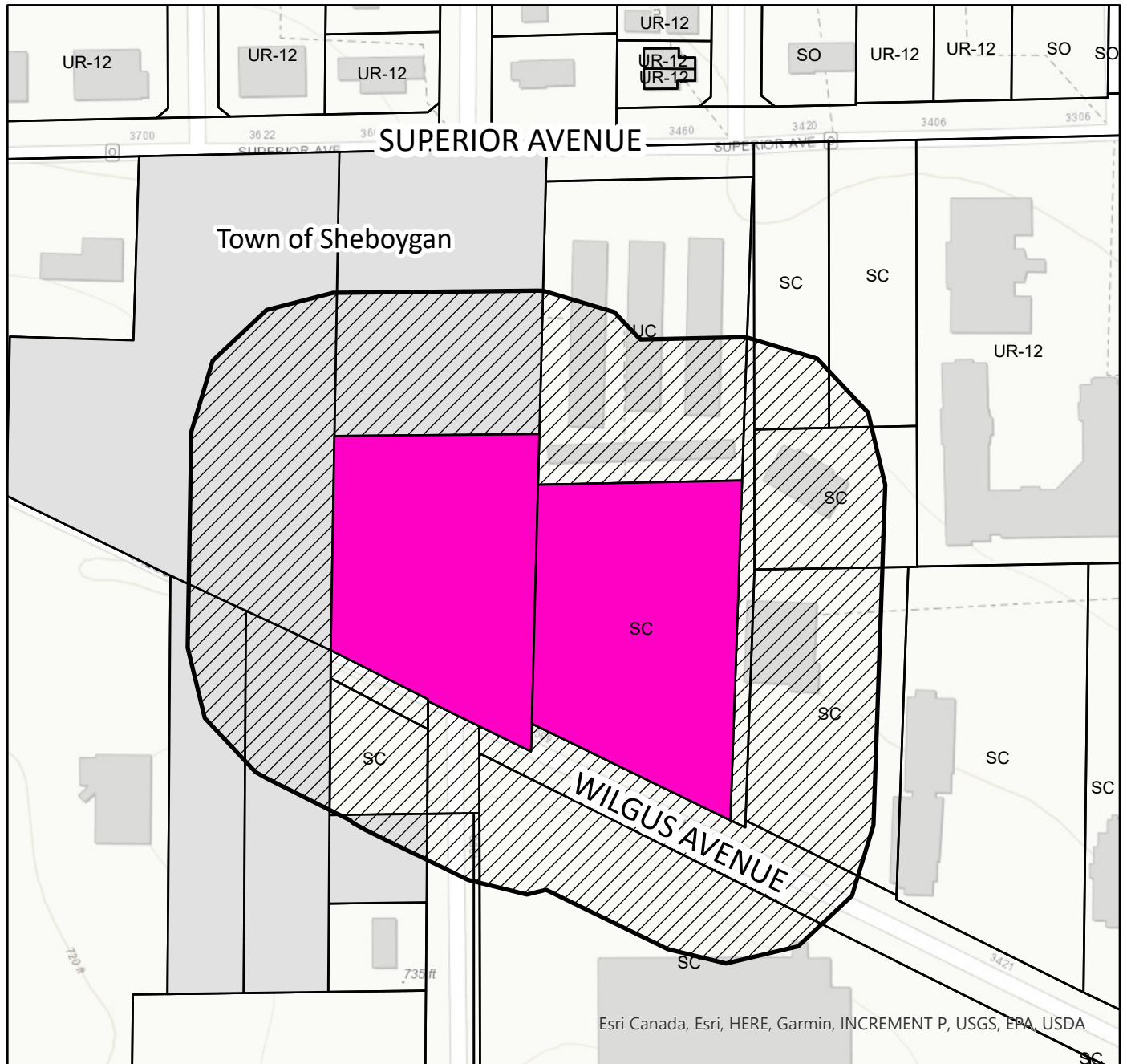
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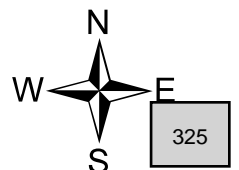
PROPOSED REZONE FROM SUBURBAN COMMERCIAL (SC) TO SUBURBAN COMMERCIAL -PUD OVERLAY

SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST

PRT N1/2 NW1/4 LOT 1 AND S 10' OF LOT 2 CSM REC IN VOL 14 P 240 AS DOC
#1492826 ROD AND LOT 2 CSM V21 P117-118 #1754914 & AFFT #1765532 - PRT
NE NW & NW NW SEC 21



0 100 200 400 Feet



**CITY OF SHEBOYGAN
ORDINANCE 39-23-24**

BY ALDERPERSONS DEKKER, SALAZAR, AND MITCHELL.

FEBRUARY 5, 2024.

AN ORDINANCE amending the City's Planned Unit Development (PUD) process so as to streamline it and make it more user friendly.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 105-34 Standard Zoning Districts And Standard Zoning District Categories” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 105-34 Standard Zoning Districts And Standard Zoning District Categories

For the purpose of this chapter, all areas within the jurisdiction of this chapter (see section 105-5) are hereby divided into the following standard zoning districts, and standard zoning district categories (listed in underlined text), which shall be designated as follows:

- (a) Agricultural District. RA-35ac Rural Agricultural-35ac District.
- (b) Residential Districts.
 - (1) ER-1 Estate Residential-1 District.
 - (2) SR-3 Suburban Residential-3 District.
 - (3) SR-5 Suburban Residential-5 District.
 - (4) NR-6 Neighborhood Residential District.
 - (5) MR-8 Mixed Residential-8 District.
 - (6) UR-12 Urban Residential-12-District.
- (c) Nonresidential Districts.
- (d) Office Districts.
 - (1) NO Neighborhood Office District.
 - (2) SO Suburban Office District.
- (e) Commercial Districts.
 - (1) NC Neighborhood Commercial District.
 - (2) SC Suburban Commercial District.
 - (3) UC Urban Commercial District.
 - (4) CC Central Commercial District.
- (f) Industrial Districts.
 - (1) SI Suburban Industrial District.

- (2) UI Urban Industrial District.
- (3) HI Heavy Industrial District.
- (g) Mixed Residential and Nonresidential District.
- (h) PPUD ~~Pre~~-Planned Unit Development Overlay District.

(Ord. of 2-7-2020, § 15.102)

SECTION 2: **AMENDMENT** “DIVISION 105-II-7 PLANNED UNIT DEVELOPMENT DISTRICT” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 105-II-7 PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

SECTION 3: **AMENDMENT** “Sec 105-661 Purpose And Intent” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-661 Purpose And Intent

- (a) ~~This district is intended to provide more incentives for development and redevelopment in areas of the community which are experiencing a lack of reinvestment. As emphasized in the comprehensive master plan, this district is designed to forward both aesthetic and economic objectives of the city by controlling the site design and the appearance, density, or intensity of development within the district in a manner which is consistent with sound land use, urban design, and economic revitalization principles. The application of these standards will ensure long-term progress and broad participation toward achieving these principles.~~ Planned Unit Development Overlay District regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of land which will provide, over a period of time, development of land that promotes the maximum benefit from coordinated site planning, diversified location of structures and mixed compatible uses, while also providing a harmonious variety of housing choices, a higher level of amenities, adequate buffering between adjacent uses, and preservation of the natural qualities of open spaces. The Planned Unit Development procedure requires a high degree of cooperation between the developer and the city. Refer to section 105-1005 for the procedures applicable to proposal review in this overlay district. The procedures

described therein are designed to give the developer general plan approval before completing all detailed design work while providing the city with assurances that the project will retain the character envisioned at the time of approval.~~is~~

- (b) Planned Unit Developments (PUDs) have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this chapter. In addition to such potential, PUDs also have the potential to create undesirable impacts on nearby properties which potentially cannot be determined except with a binding site plan, landscape plan and architectural plan, and on a case-by-case basis. In order to prevent these undesirable impacts from occurring, all PUDs are required to meet certain procedural requirements applicable only to PUDs, in addition to the general requirements of this chapter. A public hearing process is required to review a request for a PUD. This process essentially combines the process for a zoning map amendment with that required for a conditional use, with several additional requirements.
- (c) Planned Unit Developments are designed to advance both the aesthetic and economic development objectives of the city by adhering to standards consistent with sound land use and urban design and by controlling the site design and the appearance, density or intensity of development in terms of more flexible requirements for land uses, density, intensity, bulk, landscaping, and parking. In exchange for such flexibility, the PUD shall provide a much higher level of site design, architectural control, and other aspects of aesthetic and functional excellence than is normally required for other developments.

(Ord. of 2-7-2020, § 15.112)

SECTION 4: AMENDMENT “Sec 105-1005 Planned Unit Development District Procedures” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 105-1005 Planned Unit Development Overlay District Procedures

- (a) ~~*urpose.*~~ ~~The purpose of this section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed planned unit developments (PUD), and to provide for the possible relaxation of certain development standards pertaining to the underlying standard zoning district. Planned unit developments are intended to provide more incentives for infill development and redevelopment in areas of the community which are experiencing a lack of significant reinvestment. Furthermore, planned unit developments are designed to forward both the aesthetic and economic development objectives of the city by controlling the site design and the appearance, density or intensity of development in terms of more flexible requirements for land uses, density, intensity, bulk, landscaping, and parking~~

requirements. In exchange for such flexibility, the planned unit development shall provide a much higher level of site design, architectural control and other aspects of aesthetic and functional excellence than normally required for other developments. Planned unit developments have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this chapter. In addition to such potential, planned unit developments also have the potential to create undesirable impacts on nearby properties which potentially cannot be determined except with a binding site plan, landscape plan and architectural plan, and on a case-by-case basis. In order to prevent this from occurring, all planned unit developments are required to meet certain procedural requirements applicable only to planned unit developments, in addition to the general requirements of this chapter. A public hearing process is required to review a request for a planned unit development. This process shall essentially combine the process for a zoning map amendment with that required for a conditional use, with several additional requirements. *Provision of flexible development standards for planned unit developments.* General provisions.

- (1) The common council may establish Planned Unit Development Districts that will, over a period of time, tend to promote the maximum benefit from coordinated area site planning by permitting the diversified location of structures and mixed dwelling types and mixed compatible uses. Adequate buffering and preserving open spaces shall also be provided in a PUD.
 - a. Permitted location uses. ~~Planned unit developments shall be permitted with the approval of a planned unit development district, specific to the approved planned unit development, within the MR-8 Mixed Residential, UR-12 Urban Residential, NO Neighborhood Office, UC Urban Commercial, CC Central Commercial, UI Urban Industrial, and HI Heavy Industrial Zoning Districts.~~ All residential, institutional, commercial, industrial, or accessory land uses may be permitted within a PUD. A mix of different uses within a PUD District may be permitted if the common council determines that the mix of uses is compatible and appropriate to achieve the objectives of the PUD.
 - b. ~~Flexible development standards.~~ The following exemptions to the development standards of the underlying zoning district may be provided with the approval of a planned unit development: Density, intensity, and bulk requirements. The PUD District may permit the modification of requirements for density, intensity, and bulk (building height, setback, area, etc.,) from what is permitted in conventional zoning districts.
 - c. Parking. ~~Land use requirements.~~ All land uses listed as "residential," "institutional," or "commercial" in section 105-683 may be permitted within a Planned Unit Development. Parking requirements may be waived or modified within a PUD.
 - d. ~~Density and intensity requirements.~~ All requirements listed in sections 105-783 and 105-784 for residential density and nonresidential intensity may be waived within a planned unit development.

- e. ~~*Bulk requirements.*~~ All requirements listed in sections ~~105-812, 105-813, 105-814, 105-815 and 105-816~~ may be waived within a planned unit development. Minimum area for a Planned Unit Development District. PUD districts are intended to provide flexibility to encourage more creative design for all sizes of sites than would be allowed under conventional zoning. To achieve this goal, there is no minimum parcel or lot size area for a PUD.
- (2) ~~*Landscaping requirements.*~~ All requirements listed in sections ~~105-886, 105-887, 105-888, 105-889, 105-890, 105-891 and 105-892~~ may be waived within a planned unit development.
- (3) ~~*Parking and loading requirements.*~~ All requirements listed in sections ~~105-929 and 105-930~~ may be waived within a planned unit development.
- (4) ~~*Requirements to depict all aspects of development.*~~ Only development which is explicitly depicted on the required site plan approved by the city council as part of the approved planned unit development, shall be permitted, even if such development (including all aspects of land use, density and intensity, bulk, landscaping, and parking and loading), is otherwise listed as permitted in sections ~~105-812 through 105-816~~. Requested exemptions from these standards shall be made explicit by the applicant in the application and shall be recommended by the plan commission and approved explicitly by the city council. If not so requested and approved, such exemptions shall not be permitted. Planned unit developments shall be permitted with the approval of a Planned Unit Development Zoning District, specific to the approved PUD.
- (5) Requested modifications from the underlying conventional zoning regulations that would otherwise apply relating to land use, density and intensity, bulk, landscaping, and parking and loading requirements shall be explicitly made by the applicant in the application, and shall be explicitly recommended by the plan commission and explicitly approved by the common council. If not so requested and approved, such modifications shall not be permitted.
- (6) Only development that is explicitly depicted on the required site plan approved by the common council as part of the PUD shall be permitted, even if such development (including all aspects of land use, density and intensity, bulk, landscaping, and parking and loading) is otherwise listed as permitted in the conventional zoning districts or elsewhere within Chapter 105.
- (b) Approval criteria for planned unit developments.
- (1) In recommending approval or conditional approval of a PUD, the plan commission shall find that the application meets all of the criteria below or will meet them when the commission's conditions are complied with. The common council shall also find, in granting approval or conditional approval, that all of the following criteria are met or will be met when the conditions to which the approval is made subject are complied with:
- a. Quality design. The PUD represents a more creative approach to the unified planning of development and a higher standard of integrated design and amenities than could be achieved under otherwise

- applicable zoning district and subdivision regulations, and on this basis, modifications to the use and design standards established by such regulations are warranted.
- b. *Meets PUD requirements.* The PUD meets the requirements for planned unit developments set forth in this ordinance, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.
 - c. *Consistent with comprehensive plan.* The PUD is generally consistent with the goals and objects of the city's comprehensive plan as viewed in light of any changed conditions since its adoption.
 - d. *Public welfare.* The benefits to the public and the community as a result of the PUD will exceed any significant negative impact on the use and enjoyment of other properties in its vicinity. The PUD will not seriously harm environmental quality in the neighborhood, or impede the orderly development of surrounding property.
 - e. *Natural features.* The design of the PUD is as consistent as practical with the preservation of natural features of the site such as flood plains, wooded areas, steep slopes, river or lake shoreline, natural drainage ways, or other areas of sensitive or valuable environmental character.
 - f. *Circulation and access.* Streets, sidewalks, pedestrian ways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses are provided, and are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD, or unduly interfering with the safety or capacity of adjacent streets.
 - g. *Open space and landscaping.* The quality and quantity of public and common open spaces and landscaping provided are consistent with the standards of design and amenity required of a PUD. The size, shape, and location of a substantial portion of total public and common open space provided in residential areas render it useable for recreation purposes. Open space between all buildings is adequate to allow for light and air, access by firefighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.
 - h. *Covenants and restrictions.* Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, restrictive covenants, and/or rules and regulations contained in owners or condominium association documentation, or the like, for:

1. The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the city or another public body.
 2. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future owners.
 - i. Public services. The land uses, intensities, and phasing of the PUD are consistent with the anticipated ability of the city, the school district, and other public bodies to provide and economically support police and fire protection, water supply, stormwater management, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.
 - j. Phasing. Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. The provision and improvement of public or common area improvements, open spaces, and amenities, or the provision of financial security guaranteeing the installation of such improvements is phased generally proportionate to the phasing of the number of dwelling units or the amount of non-residential floor area.
- (c) Quality of design. To be granted the flexibility permitted by this ordinance, a PUD must evidence a high quality level of design and amenities. Among the features that may evidence such quality and amenities are:
- (1) Amount and quality of landscaping or screening;
 - (2) Amount, quality, and interconnectedness of common open space;
 - (3) Provision of pedestrian or bicycle paths separated from streets;
 - (4) Preservation of drainage ways, trees, habitat, and other natural features;
 - (5) Provision of common recreational facilities;
 - (6) Enclosed, underground, depressed, or highly landscaped parking areas;
 - (7) Varied building setbacks or other measures to reduce monotony in design;
 - (8) Quality of building materials and architectural design;
 - (9) Incorporation of stormwater management Best Management Practices (BMP);
 - (10) Incorporation of green building, smart growth, and other sustainable design principles;
 - (11) Leadership in Energy and Environmental Design (LEED) and/or LEED Neighborhood Design (LEED-ND) certifications and/or other nationally recognized sustainable design criteria and standards;
 - (12) More efficient and economic arrangement of buildings, pedestrian, bicycle, and vehicular circulation and access systems and facilities;
 - (13) Provision of a buffer or transition between the PUD and adjacent and nearby zoning districts, land uses, and development intensities;
 - (14) Provision for a wide range of housing opportunities;

(15) Other features as determined by the plan commission or common council.

(d) Initiation of request for approval of a planned unit development. Proceedings for approval of a planned unit development may only be initiated by:

- (1) An application of the owners of the subject property;
- (2) A recommendation of the plan commission; or
- (3) By action of the city council.

(e) Application and procedural requirements. All applications for proposed planned unit developments, ~~regardless of the party of their initiation per subsection (c) of this section,~~ shall be approved as complete by the zoning administrator a minimum of two weeks prior to the initiation of this procedure. The zoning administrator shall forward copies of said complete application to the ~~city office~~ director of planning and economic development. ~~department. Said application shall apply to each of the process steps in subsections (c) through (h) of this section.~~

(1) ~~PUD process~~ Step 1 preapplication conference.

a. The applicant shall contact the zoning administrator to schedule a preapplication conference regarding ~~place an informal discussion item for the PUD on the plan commission agenda.~~ At the preapplication conference, the applicant shall engage in an informal discussion with the plan commission regarding the potential PUD. Appropriate topics for discussion may include the PUD location, general project themes and images, the general mix of dwelling unit types and/or land uses being considered, approximate residential densities and non-residential intensities, the general treatment of natural features, the general relationship to nearby properties and public streets, and relationship to the comprehensive plan. Points of discussion and conclusions reached in this stage of the process shall be in no way binding on the Applicant or the city, but should be considered as the informal, non-binding basis for proceeding to the next step.

~~(2) No details beyond the name of the applicant and the identification of the discussion item for the PUD is required to be given in the agenda.~~

~~(3) At the plan commission meeting, the applicant shall engage in an informal discussion with the plan commission regarding the potential PUD. Appropriate topics for discussion may include the location of the PUD, general project themes and images, the general mix of dwelling unit types or land uses being considered, approximate residential densities and nonresidential intensities, the general treatment of natural features, the general relationship to nearby properties and public streets, and relationship to the comprehensive master plan.~~

~~(4) Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon the applicant or the city, but should be considered as the informal, non-binding basis for proceeding to the next step.~~

(5) ~~PUD process~~ Step 2 concept plan.

a. ~~After the Step 1 preapplication conference,~~ the ~~a~~ applicant shall provide the zoning administrator with a draft PUD concept plan

~~submittal packet~~ for a determination of completeness ~~prior to placing the proposed PUD on the plan commission agenda for concept plan review~~. This submittal ~~packet~~ shall contain all of the following items, prior to its acceptance by the zoning administrator ~~and placement of the item on a plan commission agenda for concept plan review~~:

1. A location map of the subject property and its vicinity within a radius of 200 feet, at (11"-inches by 17")-inches, as depicted on a copy of the city land use plan map.
2. A general written description of proposed PUD including:
 - i. General project themes and images;
 - ii. The general mix of dwelling unit types or land uses;
 - iii. Approximate residential densities and nonresidential intensities as described by dwelling units per acre, floor area ratio, and impervious surface area ratio;
 - iv. The general treatment of natural features;
 - v. The general relationship to nearby properties and public streets;
 - vi. The general relationship of the project to the comprehensive master plan;
 - vii. An initial draft list of zoning standards ~~which that~~ will not be met by the proposed PUD and the locations in which they apply and, a complete list of zoning standards ~~which that~~ will be ~~more than met~~ exceeded and benefits provided by the proposed PUD and the locations in which they apply. The conventional zoning district(s) that are most applicable to the proposed development shall be used for comparison. Essentially, the purpose of this listing shall be to provide the plan commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility;
3. A written description of all modifications ~~potentially~~ requested ~~exemption from to~~ the requirements of the underlying zoning district, in the following order:
 - i. Land use ~~exemptions~~ modifications;
 - ii. Density and intensity ~~exemptions~~ modifications;
 - iii. Bulk ~~exemptions~~ modifications;
 - iv. Landscaping ~~exceptions~~ modifications;
 - v. Parking and loading requirements ~~exceptions~~ modifications.
4. A conceptual plan drawing (~~at 11"-inches by 17"-inches~~) of the general land use layout and the general location of major

public streets and/or private drives. The ~~a~~applicant may submit copies of a larger version of the "~~bubble~~ plan" in addition to the 11"~~-inches~~ by 17"~~-inches~~ reduction.

- b. Within ten working days of receiving the draft PUD concept plan submittal ~~packet~~, the zoning administrator shall determine whether the submittal is complete. Once the zoning administrator determines that the submission is complete, ~~has received a complete packet~~, the zoning administrator may either place the proposed PUD concept plan ~~shall be placed~~ on the plan commission agenda for review, or inform the applicant that the submission is complete and the application may move to Step 3.
 - c. At ~~the~~ a plan commission meeting, the ~~a~~applicant shall engage in an informal discussion with the plan commission regarding the conceptual PUD. Appropriate topics for discussion may include any of the information provided in the PUD concept plan submittal ~~packet~~, or other items as determined by the plan commission.
 - d. Points of discussion and conclusions reached in this stage of the process shall in no way be binding upon the applicant or the city, but should be considered as the informal, non-binding basis for proceeding to the next step. The preferred procedure is for one or more iterations of plan commission review of the Concept Plan to occur prior to introduction of the formal petition for rezoning which accompanies the General Development Plan (GDP) application, as described in subsection (g) of this section.
- (6) ~~PUD process~~ *Step 3 general development plan (GDP).*
- a. ~~After the completion of Step 2,~~ the ~~a~~applicant shall provide the zoning administrator with a draft GDP ~~plan~~ submittal packet for a determination of completeness prior to placing the proposed GDP on the plan commission agenda for GDP review. This submittal packet shall include an application fee in the amount as established from time to time by resolution of the common council, and shall contain all of the following items, prior to its acceptance by the zoning administrator and placement of the item on a plan commission agenda for GDP review:
 1. A location map of the subject property and its vicinity within 200 feet at (11"~~-inches~~ by 17")~~-inches~~, as depicted on a copy of the city land use plan map.
 2. A map of the subject property showing all lands included in the proposed PUD, ~~for which the planned unit development is proposed~~, and all other lands within 200 feet of the boundaries of the subject property, together with the names and addresses of the owners of all lands on said map as the same appear on the current records of the county register of deeds (as provided by the city). Said map shall clearly

indicate the current zoning of the subject property and the properties within 200 feet of the boundary. its environs; and the jurisdictions which maintains that control. Said map and all its parts and attachments shall be submitted in a form ~~which~~ that is clearly reproducible with a photocopier and shall be at a scale which is not less than one inch equals 1800 feet. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.

3. A site map showing existing topography and significant vegetation;
4. A general written description of proposed PUD including:
 - i. General project themes and images;
 - ii. The general mix of dwelling unit types or land uses;
 - iii. Approximate residential densities and nonresidential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;
 - iv. The general treatment of natural features;
 - v. The general relationship to nearby properties and public streets;
 - vi. The general relationship of the project to the comprehensive master plan;
 - vii. A statement of rationale as to why PUD zoning is proposed. This shall identify barriers that the ~~a~~applicant perceives in complying with the ~~form of~~ requirements of standard zoning districts and benefits to the opportunities for community ~~betterment~~ the ~~a~~applicant suggests are available through the proposed PUD zoning;
 - viii. A complete list of zoning standards ~~which~~ that will not be met by the proposed PUD and the location(s) in which they apply; ~~and~~ a complete list of zoning standards ~~which~~ that will be ~~more than~~ met or exceeded, and benefits provided by the proposed PUD and the location(s) in which they apply shall be identified. Essentially, the purpose of this listing shall be to provide the plan commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility;
 - ix. A written description of all potentially requested ~~exemption~~ modifications to ~~from~~ the requirements of the underlying zoning district, in the following order:
 - (a) Land use ~~exemptions~~ modifications;
 - (b) Density and intensity ~~exemptions~~

modifications;

(c) Bulk ~~exemptions~~ modifications;

(d) Landscaping ~~exceptions~~ modifications;

(e) Parking and loading requirements ~~exceptions~~ modifications.

5. A GDP drawing at a minimum scale of 1:1200 (one inch ~~to equals~~ 100 feet) ~~and (a copy reduced to 11"-inches by 17") inches reduction shall also be provided by applicant~~ of the proposed project showing at least the following information in sufficient detail to make an evaluation against criteria for approval:

i. A conceptual plan drawing (at 11 inches by 17 inches) of the general land use layout and the general location of ~~major~~ public streets and/or private drives. The ~~a~~ applicant may submit copies of a larger version of the ~~bubble~~ plan in addition to the 11 inches by 17 inches reduction;

ii. Location of recreational and open space areas and facilities and specifically describing those that are to be reserved or dedicated for public acquisition and /or use;

iii. Statistical data on minimum lot sizes in the development, the approximate areas of large development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the plan commission or city council; and

iv. Notations relating the written information provided ~~in subsection (g)(3)a through f of this section~~ to specific areas on the GDP drawing.

6. A conceptual grading plan showing general site drainage, the location of on-site stormwater management facilities, and any modification(s) of the existing topography;

7. A general conceptual landscaping plan ~~for subject property,~~ noting approximate locations of foundation, street, yard and paving, landscaping, and the compliance of development with all landscaping requirements of this chapter (except as noted in the listing of exceptions) and, where applicable, the use of extra landscaping and bufferyards.

8. A general signage and lighting plan for the project, including all project identification signs and concepts for public fixtures

and signs (such as street light fixtures or poles or street sign faces or poles) ~~which~~ that are proposed to vary from city standards or common practices.

9. Written justification for the proposed planned unit development. (The ~~a~~ applicant is advised to use the requirements of the conditional use procedure to develop said written justification.)
- b. ~~The process for review and approval of the GDP shall be identical to that for conditional use permits per section 105-998 and (if land is to be divided) to that for preliminary and final plats of subdivision per the municipal Code. The plan commission shall hold a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD. Following the public hearing, the plan commission shall vote to recommend to the common council that the PUD be approved as presented, modified, or denied.~~
- c. The common council shall hold a public hearing concerning the proposed PUD-GDP designation after publication of a Class II legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and brief description of the PUD.
- d. Following such hearing and after careful consideration of the plan commission's recommendations, the common council shall vote on the approval of the proposed PUD. After approval, the PUD boundaries shall be shown on the city's zoning map.
- (7) ~~All portions of an approved PUD/GDP not fully developed within five years of final city council approval shall expire, and no additional PUD-based development shall be permitted. The city council may extend this five-year period by up to five additional years with a majority vote following a public hearing.~~
- (8) ~~PUD process~~ *Step 4* ~~precise-specific~~ implementation plan (SPIP).
 - a. After the effective date of the rezoning to PUD/GDP, the ~~a~~ applicant ~~may~~ shall file an application for a proposed ~~precise-specific~~ implementation plan (SPIP) with the plan commission. This submittal packet shall include an application fee in the amount as established from time to time by a resolution of the common council, and shall contain all of the following items, prior to its acceptance by the zoning administrator and placement of the item on a plan commission agenda for PUD review:
 1. A location map of the subject property and its vicinity within 200 feet at 11 inches by 17 inches, as depicted on a copy of the city land use plan map;
 2. A map of the subject property showing all lands included in

~~the PUD. for which the planned unit development is proposed, and all other lands within 200 feet of the boundaries of the subject property, together with the names and addresses of the owners of all lands on said map as the same appear on the current records of the county register of deeds (as provided by the city).~~ Said ~~Th~~ map shall clearly indicate the current zoning of the subject property and ~~the property located within 200 feet. its environs, and the jurisdictions which maintains that control.~~ Said ~~The~~ map and all its parts and attachments shall be submitted in a form ~~which that~~ is clearly reproducible with a photocopier and shall be at a scale ~~which of~~ not less than one inch equals ~~1~~800 feet. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided;

3. A ~~general~~ detailed written description of proposed ~~S~~PIP including:
 - i. Specific project themes and images;
 - ii. The specific mix of dwelling unit types or land uses;
 - iii. Specific residential densities and nonresidential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;
 - iv. The specific treatment of natural features;
 - v. The specific relationship to nearby properties and public streets.
 - vi. A statement of rationale as to why PUD zoning is proposed. This shall identify barriers that the ~~A~~applicant perceives in the form of requirements of standard zoning districts and benefits to the ~~opportunities for~~ community ~~betterment~~ the ~~a~~applicant suggests are available through the proposed PUD zoning.
 - vii. A complete list of zoning standards ~~which that~~ will not be met by the proposed ~~PUD~~IP and the location(s) in which they apply and a complete list of zoning standards ~~which that~~ will be ~~more than met~~ exceeded by the proposed ~~PUD~~IP and the location(s) in which they apply. ~~shall be identified.~~ Essentially, the purpose of this listing shall be to provide the plan commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.
4. A ~~precise~~ specific implementation plan drawing at a minimum

scale of one inch equals 100 feet (11 inches by 17 inches reduction shall also be provided by ~~a~~applicant) of the proposed project showing at least the following information in sufficient detail to make an evaluation against criteria for approval:

- i. A ~~S~~PIP site plan conforming to any and all the requirements of the PUD/GDP; ~~section 105-1001(e). If the proposed planned unit development is a cluster development (per section 105-715(b)) or a group development;~~
 - ii. Location of recreational and open space areas and facilities and specifically describing those that are to be reserved or dedicated for public acquisition and/or use;
 - iii. Statistical data on minimum lot sizes in the development, the precise areas of ~~all~~large development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the plan commission or city council; and
 - iv. Notations relating the written information provided above ~~in subsection (h)(1)e.1 through 5 of this section~~ to specific areas on the ~~GDP~~SIP drawing.
5. A landscaping plan for the subject property, specifying the locations, species, and installed size of all trees and shrubs. This plan shall also include a chart ~~which that~~ provides a cumulative total for each species, type and required location (foundation, yard, street, paved area or bufferyard) of all trees and shrubs.
 6. A series of building elevations for the entire exterior of all buildings in the planned unit development, including detailed notes as to the materials and colors proposed.
 - 7.
 - ~~8.~~ An engineering plan showing existing and proposed topography with contours at intervals not exceeding two feet, proposed drainage patterns, site grading plan, sanitary sewer system, and water supply system, including fire hydrants.
 9. A ~~general~~ signage and lighting plan for the project, including all project identification signs, concepts for public fixtures and signs (such as street light fixtures or poles or street sign faces or poles); and group development signage themes. The plan

shall identify which signs and lights are proposed to vary from city standards or common practices and the plan shall identify which zoning district sign regulations shall apply to the project.

10. A ~~general~~ outline of the intended organizational structure for a property owners or condominium association, if any; deed restrictions, restrictive covenants and/or rules or regulations contained in owners or condominium associations documentation, and provisions for private provision of common services, if any.
 11. A written description ~~which that~~ demonstrates that the full consistency of the proposed SPIP complies in all respects with the approved GDP.
 12. Any and all variations between the requirements of the applicable PUD/GDP zoning district and the proposed SPIP development.
 13. The applicant shall submit proof of financing capability pertaining to construction and maintenance and operation of public works elements of the proposed development.
 14. The area included in a SIP ~~precise implementation plan~~ may be only a portion of the area included in a previously approved general implementation plan.
 15. The SPIP submission may include site plan and design information, allowing the plan commission to combine design review and review of the SPIP. Design review may, at the choice of the Applicant, be deferred until a later time when specific site and building developments will be brought forth.
 16. The plan commission or city council may specify other plans, documents, or schedules that must be submitted prior to consideration or approval of the SPIP, as such may be relevant to review.
- b. The ~~process for review and approval of the PUD shall be identical to that for conditional use permits per section 105-998 and (if land is to be divided) to that for preliminary and final plats of subdivision per this Code.~~ plan commission shall review and consider the SIP and forward its recommendation to the council. The common council shall vote to approve as presented, approve with conditions, or deny the PUD-SIP.
 - c. All portions of an approved PUD/SPIP not fully developed within five years of final city council approval shall expire, and no additional PUD-based development shall be permitted. The city council may extend this five-year period by up to five additional years with a majority vote following a public hearing.

(9) Combining Steps. An applicant may request approval to combine the pre-application conference and concept plan steps (Steps 1 and 2) together. The director of planning and economic development shall determine if that request is appropriate based on the complexity and nature of the proposed development. If approved, the director will provide all of the required application materials and any public notice requirements for both of the combined steps to the applicant. An applicant may also request approval from the plan commission to combine the GDP and SIP steps together. If this request is approved by the plan commission, the director will provide all of the required application materials and all of the public notice requirements for both of the combined steps.

(f) Conditions and Restrictions.

- (1) The developer shall enter into a development agreement with the city to comply with all applicable laws and regulations, including any conditions and restrictions adopted to regulate a specific Planned Unit Development, and to assure the construction of all facilities and infrastructure associated with the project.
- (2) No building permit shall be issued until all applicable fees and assessments have been paid and either all public construction has been completed and approved, or a development agreement has been approved and executed and financial security has been provided. For staged development, such development agreements may provide for the construction of improvements and the use of common areas outside of the subject stage.
- (3) The common council may revoke an approved PUD if the project has not commenced within five years of final common council approval. In the event the PUD is revoked, the zoning of the property shall revert to the zoning district in place prior to approval of the PUD.
- (4) The common council may revoke portions of an approved PUD-SIP that are not fully developed within ten years of final common council approval. If the PUD is revoked, the common council may rezone the property to a different zoning district, or may consider an application for a new PUD-GDP.
- (5) Pursuant to Wisconsin Statutes Section 349.03, approval of the PUD shall constitute an agreement permitting the city to enforce traffic regulations under Chapter 346 Wisconsin Statutes or local ordinances in conformity with such regulations on any private streets and driveways located within the PUD. The city shall also have the right to access the PUD for the purposes of snow removal, weed cutting, and trash disposal. If the city performs such services, the city shall have the right to impose a special charge against the property for the costs of these services, pursuant to Wisconsin Statutes Section 66.0627.

(g) Changes or Revisions.

- (1) All proposed changes, revisions, and additions to any aspect of an approved PUD project shall be submitted to the plan commission for its review. The plan commission shall determine whether the change, revision, or addition is minor or if the change is substantial. A minor change would include small

modifications to the approved SIP. A substantial change would include major modifications to the SIP, or modifications to the GDP, because the change materially affects the intended design of the project and the impact of the project on neighboring uses. Based on the significance of the revision, the plan commission shall also determine what public hearings may be needed to review the change.

- (2) If the change is determined to be a minor adjustment to the SIP, the plan commission shall review the request and may approve the change without a public hearing. The recommendation of the plan commission shall then be forwarded to the common council for final action. The common council may also consider the change without a public hearing.
- (3) If the requested change is determined by the plan commission to be substantial, because of its effect on the intended design of the project or on neighboring uses, a public hearing shall be held by the plan commission to review the proposed change. The city shall give written notice to all property owners within 500 feet of the subject property prior to the plan commission meeting at which action shall be taken. The recommendation and findings of the plan commission shall be forwarded to the common council. A substantial change may also require that the common council hold a public hearing before taking final action on the amendment.
- (4) If the common council approves any substantial or material change, an ordinance shall be passed and any necessary amendments to any development agreement(s) shall be executed prior to the developer proceeding with implementation of any approved change or modification.

(Ord. of 2-7-2020, § 15.914)

SECTION 5: AMENDMENT “Sec 105-1012 Architectural Review Board” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1012 Architectural Review Board

(a) *Architectural review board.*

- (1) *Composition.* An architectural review board consisting of seven members shall be appointed by the mayor subject to confirmation by the city council. Members of the architectural review board need not be city residents. The members of the architectural review board shall serve a term of three years. At least three members of the architectural review board shall be architects, including landscape architects, licensed to practice by the state, one member shall be a real estate broker licensed by the state, one member shall be a general contractor licensed by the city, and one member shall be a member of

the plan commission. One of the members of the architectural review board shall be designated by the mayor as the chairperson and shall hold office as chairperson until a successor is appointed. The mayor shall have the power to remove any member of the architectural review board for cause upon written charges and after a public hearing. Vacancies upon the architectural review board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

- (2) *Jurisdiction and authority.* The architectural review board is hereby vested with the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (b) of this section.
- (3) *Meetings and rules of the architectural review board.* The architectural review board shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.
- (4) *Finality of decisions of the architectural review board.* All decisions and findings of the architectural review board shall be subject to review by the plan commission in the same manner as is provided by section 105-1003 relating to appeals from decisions and determinations of the building inspector except that the plan commission shall hear said appeal utilizing the same procedures as the zoning board of appeals.

(b) *Architectural approval.*

- (1) *Required approvals.* No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the architectural review board. Exact replacements of architectural components are exempt from this provision. Architectural review board approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.
- (2) *Application for architectural approval.* An application for a building permit for a building or other structure for which the approval of the architectural review board is required shall be accompanied by the following additional documents and drawings:
 - a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.
 - b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is

sought.

(3) *Standards for architectural approval.* The architectural review board shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site. After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the architectural review board shall approve the architecture and design of the proposed building or structure whenever it shall find that:

- a. The exterior architectural features, including general design, arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.
- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The architectural review board shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. *Meetings by the architectural review board.* All applications for architectural approval of a building or structure shall be considered by the architectural review board at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

(Ord. of 2-7-2020, § 15.935)

SECTION 6: **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 7: **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

**CITY OF SHEBOYGAN
ORDINANCE 40-23-24**

BY ALDERPERSONS SALAZAR AND FELDE.

FEBRUARY 5, 2024.

AN ORDINANCE amending various provisions of the municipal code related to open burning so as to create additional regulation of open burning within the City, including regulations allowing additional forms of open burning so long as such forms are safe and approved by the fire department.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 24-154 Exceptions” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 24-154 Exceptions

Open burning is prohibited with the following exceptions:

- (a) Fires set by the fire department for practice or instruction of firefighters, instructing the public or testing firefighting equipment.
- (b) Practice fires, set by fire brigades, as defined by 29 CFR 1910.155(18), that satisfy all of the requirements of 29 CFR 1910.156 or hazardous materials response teams that satisfy all of the requirements of 29 CFR 1910.120, subject to the following:
 - (1) Fires may be set for hand fire extinguisher training only.
 - (2) The fire must be set on the property of the fire brigade or hazardous materials response team, in a container constructed of a noncombustible material, not exceeding one foot in height or eight cubic feet in volume, and the fire may be located no closer than 20 feet from any building, structure or combustible material.
 - (3) No fire under this subsection (b) may be set between the hours of 5:00 p.m. and 7:00 a.m.
 - (4) Notification of the proposed training fire shall be made to the chief of the fire department at least 24 hours in advance on a form prescribed by the department.
- (c) ~~Fires set for the purpose of burning leaves at cemeteries. A cemetery employee must be in constant attendance from the time the fire is ignited until it is totally extinguished.~~ Fires set by fire or law enforcement personnel for the purpose of burning explosives or dangerous material for which there is no other safe means of disposal.

(d) Fires set for the purpose of land restoration (including but not limited to the removal of invasive species), preparation for redevelopment, and burning of leaves in cemeteries, subject to the following conditions:

- (1) The individual or entity responsible for setting and controlling the fire must obtain a Prescribed Burn Permit from the fire department. When the permit is requested by an entity other than an individual, the permit application shall include the name of a responsible party legally authorized by the entity to communicate with representatives of the fire department and make decisions related to the permit. The permit application shall include the name, address, telephone number, and email address of the individual applying for the permit or of the responsible party. The fee for such a permit shall be \$75.00 and shall be paid prior to issuance of the permit. The fire chief may, at his discretion, waive the permit fee for governmental entities and subdivisions.
- (2) The fire chief or designee may withdraw a Prescribed Burn Permit or modify the terms of the permit (including limiting the time or conditions for burning) at any time after initial approval or issuance. Said withdrawal or modification will be effective immediately upon notification in writing to the individual or responsible party named in the permit. An email communication to the email address listed on the permit application is sufficient notice under this subsection. Any withdrawal or modification pursuant to this subsection shall be at the complete discretion of the fire chief or designee.
- (3) Notwithstanding the issuance of a permit pursuant to this subsection, no fires shall be permitted on any day when the DNR fire danger for Sheboygan County is at High or above.
- (4) The fire chief or designee may order any fire started under this subsection to be extinguished immediately at any time that the chief or designee deems the community to be at risk from the fire.

(e) Fires set for outdoor cooking with the following exceptions:

- (1) Wood or other nonexplosive fuel may be burned for the purpose of cooking or preparing foods, subject to the following conditions:
 - a. fires must be ~~only~~ under constant supervision;
 - b. fires are prohibited on any balcony or deck or under any overhanging portion of any structure;
 - c. fires are prohibited at any location closer ~~not nearer~~ than ten feet ~~from~~ ~~any~~ ~~structure~~;
 - d. fires shall be contained within a substantial burner built of metal, concrete, or brick as approved by the fire chief or designee.
 - e. burners shall be used in accordance with the manufacturer's specifications and the requirements of this section.
- (2) Propane-fueled appliances and burners may be used subject to the following exceptions:
 - a. such appliances and burners shall not be used above the first-floor level of any building or structure, including any porch or deck;
 - b. use of such appliances and burners is permitted on porches and decks

- provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;
- c. such appliances and burners shall be pre-manufactured and not homemade, and shall be ~~Ap~~ installed and used in accordance with the manufacturer's specifications and the requirements of this section.
- (3) Natural gas outdoor cooking appliances may be used subject to the following exceptions:
- a. ~~s-~~ such cooking appliances shall not be used above the first-floor level of any building or structure, including any porch or deck;
- b. use of such cooking appliances is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;
- c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.
- (4) Other cooking devices, including hibachis, grills, electric grills, and similar devices used for cooking may be used subject to the following exceptions:
- a. such cooking devices shall not be used above the first-floor level of any building or structure, including any porch or deck unless:
1. the porch or deck is protected by an approved sprinkler system, or
 2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.
- b. use of such cooking devices is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks, so long as
1. the porch or deck is protected by an approved sprinkler system, or
 2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.
- c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.
- (5) The fire chief or designee is authorized to issue exceptions to the provisions of this subsection on a case-by-case basis. Any such exception shall be at the discretion of the chief or designee, and issued in writing. No right to any such exception is created by the provisions of this subsection.

- (f) Recreational bonfires on private property may be set with the following conditions:
- (1) ~~Small~~ Recreational bonfires shall be used solely for recreation and roasting.
 - (2) Recreational bonfires shall be contained in a fire ring constructed of brick, stone, or metal which is, no larger than 36 inches outside diameter and which; ~~Th is shall~~ extends upward a minimum of six inches above the landscaped ground level.
 - (3) Recreational bonfires shall ~~not~~ be no closer than ten feet to any building, structure, lumber, wooden fence, ~~or~~ woodpile, trees, or vegetation which may pose a fire risk.
 - (4) Recreational bonfires may only be maintained ~~be~~ between 12:00 noon and 10:00 p.m., except that on Fridays and Saturdays, and on Sundays preceding a Monday on which falls a federal or state holiday, the time limit shall be between 12:00 noon and 12:00 midnight.
 - (5) Recreational bon-fires shall be under constant supervision.
 - (6) ~~The fire ring shall extend upward a minimum of six inches above the landscaped ground level.~~ Fuel for recreational bonfires shall consist only of clean, dry wood; ~~only~~
 - (7) Recreational bonfires ~~and~~ shall not be ignited with or contain any flammable or combustible liquids.
 - (8) Material for bonfires may not include rubbish, garbage, trash, pallets, furniture, or ~~any~~ material made or coated with rubber, plastic, leather or petroleum-based materials ~~and may not contain any flammable or combustible liquids.~~
 - (9) The maximum height of the ~~wood fuel load~~ materials being burned ~~for bonfires~~ shall not exceed 18 inches ~~above grade or the landscape.~~
 - (10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.
 - (11) ~~At no time shall the smoke or heat created by such burning be an annoyance or discomfort to the neighborhood or the traveling public.~~ Any pre-manufactured portable device or burner used to contain a recreational bonfire ~~or simulate a bonfire must be UL approved;~~ shall be operated in accordance with the manufacturer's specifications and as designed by the manufacturer; ~~and operated in accordance with~~ the regulations in this subsection (f).
 - (12) Any pre-manufactured portable device used to simulate a bonfire or provide heat without an open flame (including but not limited to propane or natural gas fueled fire tables, patio heaters, or similar devices) may be used on decks or porches provided they are no closer than five feet from the structure and substantial combustibles. All such portable devices shall be pre-manufactured and shall be installed in accordance with the manufacturer's specifications and the requirements of this section.
- (g) Recreational bonfires in city parks and on city-owned property may be set with the following conditions:
- (1) The bonfires shall be used solely for recreation and roasting.
 - (2) With the exception of the city-installed fire rings located in Deland Park and

- on North Beach, no person shall set, maintain, or be present with a recreational bonfire in a city park or on city-owned property unless a permit has been issued for the fire by the fire department in conjunction with an event permit or a park rental permit issued by the department of public works.
- (3) With the exception of the city-installed fire rings located in Deland Park and on North Beach, all recreational bonfires in city parks and on city-owned property shall be contained in a portable pre-manufactured device that is operated as designed by the manufacturer, which is no larger than 36 inches in diameter and extends upward a minimum of six inches above the landscaped ground level.
 - (4) Recreational bonfires in city parks and on city-owned property shall be no closer than ten feet to any structure, trees, or vegetation which may pose a fire risk.
 - (5) Recreational bonfires in city parks and on city-owned property may only be maintained during hours when the park is open, and in no case shall a fire be allowed after 10:00 p.m.
 - (6) Recreational bonfires in city parks and on city-owned property shall be properly extinguished at the end of the activities.
 - (7) No person shall start, maintain, or be present with a recreational bonfire in a city park or on city-owned property unless the bonfire is under constant supervision by an adult.
 - (8) Fuel for recreational bonfires in city parks and on city-owned property shall consist only of clean, dry wood; may not include rubbish, garbage, trash, pallets, furniture, or any material made or coated with rubber, plastic, leather or petroleum-based materials; and may not contain any flammable or combustible liquids.
 - (9) The maximum height of the materials being burned for bonfires shall not exceed 18 inches above grade or the landscape.
 - (10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.
 - (11) Upon extinguishing a recreational bonfire in a city park or on city-owned property, the permittee (or the person responsible for the fire if there is no permit required) shall properly dispose of the ashes in a park ash barrel or remove the ashes using the portable pre-manufactured device. Said permittee or responsible person shall ensure that the site of the bonfire is restored to its pre-bonfire condition before leaving the site. Any extra clean-up or expense incurred by the city as a result of such a recreational bonfire shall be the responsibility of the permittee or responsible person. Failure to pay such costs upon receiving an invoice is a violation of this section.
- (h) Notwithstanding this section, fires may be permitted pursuant to section 40-60 of this Code.
- (i) Open burning will be allowed for small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.
 - (j) At no time shall the smoke or heat created by burning under subsections (b), (d), (e), (f), and (g) of this section be an annoyance or discomfort to the neighborhood or the

traveling public. Any such fire may be ordered extinguished by any firefighter or police officer. Failure to immediately extinguish a fire under this subsection is a violation of this section.

- (k) ~~Open burning when allowed under subsection (c) of this section requires a permit from the state department of natural resources (DNR) and a permit from the city fire department bureau of fire prevention. At no time shall the smoke or heat created by burning under subsections (b), (c) and (f) of this section be an annoyance or discomfort to the neighborhood or the traveling public, and the fire shall be ordered extinguished upon any complaint.~~ A bonfire may be allowed at officially sponsored activities of civic, educational, and religious organizations located within the city, subject to the following conditions:

- (1) Any bonfire occurring on property other than private property shall require a special events permit issued by the City of Sheboygan.
- (2) Regardless of location, a bonfire under this subsection shall require a bonfire permit issued by the Sheboygan Fire Department.
- (3) Four responsible adult employees, officers, or officials of the sponsoring organizations must be present at all times to supervise the bonfire.
- (4) The location of the bonfire shall be no closer than 50 feet to any structure, tree or shrub.
- (5) A bonfire under this subsection shall not be more than ten feet in diameter.
- (6) The fuel load for the bonfire may not consist of any material other than clean, nontreated lumber or firewood. Flammable or combustible liquids shall not be used on the fire.
- (7) The height of the fuel load for a bonfire under this subsection shall not exceed ten feet.
- (8) A means to extinguish the bonfire must be readily available and be capable of extinguishing and controlling the fire.
- (9) A bonfire under this subsection shall be properly extinguished at the end of the activities, but in any event, no later than 10:00 p.m. and in compliance with any more restrictive ordinance, regulation, or statute.
- (10) After a bonfire under this subsection is extinguished, but before the supervisors provided for in subsection (j)(3) above leave the bonfire, the area shall be made safe as to not present a hazard to the community.
- (11) The site of any bonfire on public land shall be restored to its pre-bonfire condition within 24 hours of extinguishing the fire.
- (12) No bonfire under this section shall be permitted unless the sponsor obtains a bonfire permit from the fire department no later than three business days prior to starting the bonfire. ~~Four responsible adult employees, officers or officials of the sponsoring organizations must be present at all times to supervise the bonfire. The location of the bonfire on the beach shall be no closer than 50 feet to any structure, tree or shrub. A bonfire shall be in a pit at least two feet deep and no more than ten feet in diameter. The fuel load for the bonfire shall consist of clean, nontreated lumber or firewood. The height of the fuel load shall not exceed ten feet from the bottom of the pit. The bonfire shall be properly extinguished at the end of the activities, but in any event, not later~~

~~than 10:00 p.m. After the bonfire is extinguished, but before the supervisors leave the area, a snow fence or other similar obstacle shall be installed around the bonfire pit, enclosing the pit. The fence or other protective device shall be removed upon final cleanup of the bonfire site, as set forth in subsection (j)(9) of this section. The site of the bonfire shall be restored to its pre-bonfire condition within 24 hours of extinguishing the fire. The sponsor shall obtain a local burning permit from the city fire prevention bureau at least 24 hours prior to starting the bonfire.~~

- (l) Fires in metal containers on the ice at the Harbor Centre Marina, during the winter season, provided the container is in good condition and located no closer than ten feet from any building, pier, dock or other structure.

(Code 1975, § 15-183; Code 1997, § 50-182; Ord. No. 94-99-00, § 1, 3-6-2000; Ord. No. 21-04-05, § 1, 7-6-2004; Ord. No. 89-06-07, § 3, 3-5-2007; Ord. No. 4-09-10, § 1, 6-15-2009)

SECTION 2: AMENDMENT “Sec 24-155 Open Flame Candles, Fixtures” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 24-155 Open Flame Candles, Fixtures

- (a) No open flame candles or other flame fixtures shall be used in any public building or structure, except ~~within churches or fraternal lodges~~ as follows:-
- (1) Within churches or fraternal lodges.
 - (2) Small candles used solely for decorative dining purposes.
 - (3) Premanufactured open flame devices for the specific purpose of keeping food warm.
 - (4) Hurricane-type fixtures with a flame or chimneys used in conjunction with candles shall be the only acceptable method for lighting or decorative purposes in any building or structure used for public amusement, recreation, or dining ~~purposes.~~
 - (5) In all cases, use of open flame candles and other flame fixtures in an unsafe manner is prohibited.
- (b) No airborne open flame device, i.e., a sky lantern, may be launched or used, free floating or tethered, in the city. Airborne open flame devices from neighboring jurisdictions that enter into the city are also prohibited. The term "sky lantern" includes any airborne lantern containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air, including sky candles, fire balloons, and airborne

paper lanterns.

- (c) ~~As used in this division, the term "sky lantern" means any airborne lantern typically constructed from paper with a wood frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. The term "sky lantern" means and includes sky candles, fire balloons and airborne paper lanterns.~~ Flames and pyrotechnics being used as part of an entertainment event, such as a theatrical performance or a flaming twirling device may be permitted only upon meeting the following requirements:
- (1) A special events permit must be issued by the City of Sheboygan for any event occurring on public property or rights-of-way;
 - (2) A "pyrotechnics before a proximate audience" permit must be issued by the fire department for any pyrotechnics involving an audience;
 - (3) A "flame effects before an audience" permit must be issued by the fire department for any flames or flame effects used as part of an entertainment event;
 - (4) All use of flames and pyrotechnics under this section must meet the requirements set forth in NFPA 1126 and NFPA 160, and shall be specifically approved in writing by the fire department.

(Code 1975, § 15-184; Code 1997, § 50-183)

SECTION 3: AMENDMENT “Sec 40-60 Fire Control” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 40-60 Fire Control

Fires shall be permitted in city parks and on city-owned property only under the following circumstances:

- (a) In metal grills intended for cooking in picnic areas;
- (b) In stove or fire rings no greater than sixty inches in diameter designated and placed in parks or beach areas by the department of public works between the hours of 10:00 a.m. and 11:00 p.m., except no fires shall be permitted in a park or beach area when said park or beach area is closed pursuant to section 40-44 of this Code.
- (c) Along the Lake Michigan shore between the hours of 6:00 p.m. and 10:00 p.m. on the day of the Fourth of July celebration~~A~~;
- (d) As otherwise permitted by the council or provided in this Code; and
- (e) Except as specifically set forth above, all fires permitted in this section are further subject to the limitations on recreational bonfires set forth in section 24-154(f).

(Code 1975, § 27-47; Code 1997, § 74-63; Ord. No. 137-96-97, § 4, 3-17-1997; Ord. No. 29-10-11, § 1, 9-20-2010)

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.

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