



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

March 09, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

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Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

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

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 277 460 391 526 08

Passcode: nu6ge7H7

## OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**  
Finance and Personnel Committee Meeting held on February 23, 2026
5. **Public Comment**  
Limit of three minutes per person with comments limited to items on this agenda.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 189-25-26 by Alderpersons Mitchell and Perrella adopting the City of Sheboygan Senior Services Travel Host and Companion Policy.

- [7.](#) Report 52-25-26 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores Inc. vs. City of Sheboygan. HOLD
- [8.](#) Report 53-25-26 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM. 2022.
- [9.](#) Res. No. 181-25-26 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.
- [10.](#) Res. No. 182-25-26 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.
- [11.](#) Res. No. 183-25-26 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.
- [12.](#) Res. No. 184-25-26 by Alderpersons Mitchell and Perrella confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.
- [13.](#) Res. No. 190-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into a Tax Incremental District Development Agreement with Timberwood Meadows, LLC for property located between Moenning Road and Stahl Road, more particularly described as Parcel Nos. 59030458900 and 59030458910 and further authorizing the issuance of taxable tax increment project municipal revenue obligation.
- [14.](#) Res. No. 192-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a Memorandum of Understanding with Cuttell Motorsports, LLC dba IHRA regarding the terms and understanding between the parties with regard to the 2026 and 2027 Midwest Challenge offshore powerboat racing events.
- [15.](#) Res. No. 193-25-26 by Alderpersons Mitchell and Perrella adopting changes to the Police Department Table of Organization and the Compensation Plan pursuant to Sheboygan Municipal Code Sections 18-46 and 18-47 made effective 3-29-26.
- [16.](#) Res. No. 195-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to sign the January 1, 2026 -December 31, 2028 contract between the City of Sheboygan and Amalgamated Transit Union, Local 998.
- [17.](#) Res. No. 196-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into an Agreement with the City of Plymouth for Assessment Services.

## **TENTATIVE DATE OF NEXT REGULAR MEETING**

18. Tentative Next Meeting Date - March 23, 2026

## **ADJOURN MEETING**

19. 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  
RESOLUTION 189-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION adopting the City of Sheboygan Senior Services Travel Host and Companion Policy.

RESOLVED: That the Common Council hereby adopts the City of Sheboygan Senior Services Travel Host and Companion Policy, a copy of which is attached hereto.

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 Senior Services Travel Host & Companion Policy

### Purpose

The purpose of this policy is to establish clear guidelines regarding staff and volunteer accompaniment on Senior Services travel programs, including day trips, overnight bus trips, and flying trips. These guidelines ensure participant safety, appropriate staffing, and fiscal responsibility in line with department and City of Sheboygan policy. This policy is intended to supplement the City's Financial Policy Guide provisions relating to Employee Travel Expenses.

### Trip Classifications

Senior Services travel programs are categorized as follows:

- Day Trips: One-day excursions with no overnight stay.
- Bus Trips: Multi-day trips involving one or more nights in hotels, typically using a motorcoach. Trips may be planned by an external vendor or by Senior Services staff.
- Flying Trips: Multi-day trips involving air travel and an itinerary planned by an external vendor.

### Staff Travel Hosts

A designated Senior Services employee will serve as Travel Host for travel programs. The Travel Host is responsible for overall trip coordination, traveler safety, and acting as the primary liaison between travelers, vendors, and the Senior Services Department. Hosts who are compensated on an hourly basis shall maintain a record of their time in fifteen-minute increments noting work time and personal time, if any, and shall submit this log to the Director of Senior Services upon return to work after a day trip. The Director of Senior Services will maintain this log for seven years to support timekeeping audits.

### Selection & Approval of Travel Companions

Volunteer travel companions are selected by the staff host and approved by the Director of Senior Services and the Senior Services Commission. Travel Companions should be individuals who the Staff Host knows to be helpful, professional, and capable of assisting the group. Companions must complete any required volunteer application, liability waiver, and background screening authorization prior to approval for travel. Staff hosts should ensure that a volunteer is selected early enough in the travel planning process to afford the City adequate time to conduct the volunteer background check.

### Trip Expenses

Staff Host expenses related to meals, entertainment, and transportation are paid by the City/trip budget as well as other miscellaneous expenses necessary for participation. Personal expenses are the Staff Host's and Travel Companion's responsibility. Volunteer Travel Companions are personally responsible for all expenses not provided in a particular trip package. These expenses may include, among others, airfare, luggage, meals, and lodging.

### Trip Selection and Host Assignment

Each year, the Senior Services full-time staff team meets to select upcoming travel offerings. The selection process considers:

- Feedback and requests from prospective travelers.
- A balanced mix of geographic destinations, activity levels, and price points appealing to a wide range of participants.
- Seasonal timing and vendor availability.

In conjunction with trip selection, staff collaborate to determine which employee will host each trip. Host assignments are based on availability, interest, and workload balance, with the goal of providing equitable opportunities among staff members. In a typical year:

- Each full-time staff member hosts one overnight bus trip and one overnight flying trip.
- Day trips are divided among the team to ensure appropriate coverage and representation from the Senior Services Department.
- Any exceptions to this rotation or adjustments due to scheduling, workload, or personal circumstances will be determined collaboratively by the staff team and approved by the Director of Senior Services and Senior Services Commission.

#### Day Trips

- Day trips require a staff host to lead the group. The costs associated with one paid Travel Host are included in the pricing of the trip, offset by paying travelers.
- No secondary comped host or companion will be permitted on day trips.
- The host is expected to accompany travelers throughout each component of a day trip.

#### Overnight Bus Trips

- Overnight Bus Trips require a staff host to lead the group. Should an overnight bus trip not receive enough paid traveler registration to earn one complimentary travel host by the final payment deadline, the trip will be canceled due to insufficient participation.
- When the first complimentary spot for a trip is earned, that spot will be assigned to a Senior Services employee to serve as staff host.
- When a second complimentary spot is earned, that spot will be filled by a volunteer travel companion chosen by the staff host and approved by the Director of Senior Services and the Senior Services Commission.
- The volunteer travel companion will share a room with the staff host and assist as needed throughout the trip in accordance with their volunteer role description.

#### Overnight Flying Trips

- Overnight Flying Trips do not require a staff host to lead the group, but staff hosts add value and engagement to the group. Should an overnight flying trip not receive enough paid travelers to earn one complimentary host spot, the group will proceed without a staff host.
- When the first complimentary spot for a trip is earned, that spot will be assigned to a Senior Services employee to serve as staff host.
- When a second complimentary spot is earned, that spot will be filled by a volunteer travel companion chosen by the staff host and approved by the Director of Senior Services and the Senior Services Commission.
- The volunteer travel companion will share a room with the staff host and assist as needed throughout the trip in accordance with their volunteer role description.
- Should the travel vendor offer travel credit, this can be applied to volunteer travel companions when a secondary comp cannot be earned. For example, smaller tours might limit registrations to just below the threshold to earn a second comp due to bus or hotel capacity, but a second travel host is still valuable to the group.

### Sales Leader Trips

- Occasionally, Uptown Social might qualify for special private trips only for sales leaders. City employees and volunteer travel companions are not permitted to accept these offers; they must be forfeited.

### Emergencies

Staff Hosts and Travel Companions shall maintain emergency contact information for all travel participants and shall follow all applicable emergency/incident policies. Medical needs beyond basic first aid should be timely referred to an appropriate medical provider. For international trips, the Staff Host and Travel Companion should register with the Smart Traveler Enrollment Program (STEP) to assist travelers in situations of political unrest, natural disasters, or other crises. The registration link is: <https://mytravel.state.gov/s/step>.

### Itinerary and Participation

Staff Hosts and Travel Companions are expected to participate in all scheduled events on a trip itinerary and all provided or coordinated means of transportation. Where “free time” is built into an itinerary, Staff Hosts and Travel Companions are expected to remain available to trip participants should assistance be necessary.

### Visas, Identification, Vaccinations and Insurance

Visas, passports or real IDs may be required in connection with a trip. Staff Hosts and Travel Companions are responsible for ensuring these documents are timely available for each trip. Vaccinations may be recommended and are Staff Host and Travel Companion responsibilities. The City will not reimburse Travel Companions for expenses related thereto. Staff Host reimbursement may be available but is not guaranteed. In cases where the Staff Host or Volunteer Companion have received advanced, written permission to extend a trip beyond the itinerary for personal reasons, the City’s insurance coverage ends after the trip obligations are fulfilled.

### Behavioral Expectations

Staff Hosts and Travel Companions are expected to follow the City’s policies for employee conduct and shall refrain from alcohol consumption during business hours and while “on the clock.” While they may indulge after a day’s itinerary is complete, they are encouraged to keep such consumption to a minimum to ensure they can appropriately assist travelers. Regardless of local regulations, consuming illicit substances during work time is prohibited.

## Volunteer Travel Companion Role Description

### Position Summary

The Volunteer Travel Companion assist the Senior Services staff Travel Host in supporting the safety, comfort, and enjoyment of all travelers during overnight trips. This volunteer role enhances the travel experience by providing logistical assistance, traveler support, and companionship to group participants.

### Responsibilities

Under the direction of the staff host, the volunteer travel companion will:

- Assist with loading and unloading luggage on and off motorcoaches or other transportation.
- Help distribute tickets, hotel keys, itineraries, and other materials as directed.
- Accompany travelers who require assistance or who become separated from the group, ensuring the safety of all participants.
- Assist with emergencies, including accompanying an injured travel for medical care or staying with the group while the staff host does so.
- Monitor group members' safety, particularly in crowded areas, busy streets, and uneven terrain.
- Help distribute beverages, snacks, or supplies as needed.
- Maintain a friendly, inclusive atmosphere by engaging with travelers during meals, tours, and group activities.
- Exercise discretion, patience, and professionalism in all interactions.
- Follow all directions from the staff host and adhere to departmental policies and procedures.

### Qualifications

- Friendly, dependable, and able to assist individuals with varying mobility levels.
- Good communication and problem-solving skills.
- Ability to lift and carry moderate weight (up to 40 pounds) as needed for luggage handling.
- Must be available for all scheduled travel dates.
- Successful completion of volunteer application and background check.

### Commitment & Supervision

- Reports directly to the Senior Services travel host.
- Serves on a per-trip basis, with travel expenses covered in accordance with the trip's earned complimentary spots.
- Must adhere to all Senior Services volunteer policies and code of conduct.

### Uptown Social Volunteer Travel Companion Application

#### Contact Information

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Person to Notify in Case of Emergency

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email \_\_\_\_\_

#### References

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Additional Information

Do you have a medical condition or physical limitation we should be aware of?

\_\_\_\_\_

Have you ever been convicted of a felony? Yes \_\_\_\_ No \_\_\_\_ If yes, please explain:

\_\_\_\_\_

#### Confidentiality

- Uptown Social is committed to ensuring the confidentiality of all information provided to or received from its members, employees, volunteers, donors, consultants and board members.
- I agree to keep all information regarding Uptown Social and its members, tenants and participants, in strict confidence.
- I agree to uphold and abide by the policies and procedures of Uptown Social.
- I authorize Uptown Social to conduct a background check on me which may or may not include, but not be limited by, contacting my references regarding my conduct and character.
- I may terminate my relationship with Uptown Social at any time for any reason, just as Uptown Social expressly reserves the right to terminate any volunteer at its sole discretion.

CITY OF SHEBOYGAN UPTOWN SOCIAL  
VOLUNTEER WAIVER AND RELEASE FOR TRAVEL EXCURSIONS

**Please read carefully.** This is a legal document that affects your legal rights. Read this entire document before signing. By signing this document, you will be giving up legal rights that you might otherwise have if an incident resulting in injury or property loss happens while on an Uptown Social Travel Excursions. If you do not understand anything in this document, you should not sign it and you may seek advice from a lawyer. Requests for modifications may be directed to the City Attorney’s Office at (920) 459-3917.

\_\_\_\_\_As a volunteer companion for Uptown Social travel excursions, I understand that I will be participating in travel activities that carry risk of injury, illness, death, or property loss. Some of the activities I may be able to engage in include but are not limited to: air/bus/boat travel, hiking, cooking, walking, and tours. I understand that the City of Sheboygan or the participating travel agency cannot prevent all risks. I expressly assume the risk of injury or harm.

\_\_\_\_\_I hereby release and forever discharge the City of Sheboygan from any liability or claim that I may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result while I am volunteering as a travel companion, whether caused by myself or by the negligence of the City, its officers, directors, employees, agents, or otherwise. I understand that this liability waiver and release does not apply to harm caused by the City’s intentional or reckless conduct.

\_\_\_\_\_I understand that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health, or disability insurance in the event of injury or illness while volunteering. I understand that the City does not carry or maintain health, medical, or disability insurance coverage for any volunteer. I understand that I am provided with liability insurance coverage under the provisions of the City’s liability insurance policy. Each volunteer should obtain his/her own medical or health insurance coverage.

\_\_\_\_\_I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this document.

\_\_\_\_\_I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by Wisconsin law and that this document shall be governed by Wisconsin law. I understand that if any provision of this document is found by a court of competent jurisdiction to be invalid, such invalidity shall not otherwise affect the remaining provisions.

\_\_\_\_\_I hereby grant and convey unto the City of Sheboygan all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the Uptown Social Travel Excursion, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Type (circle one) Cell Home Work

STATE OF WISCONSIN  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF PERSONNEL  
 MANAGEMENT  
 DOA-15506 (C06/2016)



## APPLICANT CONSENT FOR BACKGROUND CHECK

### How are you protected?

Indicating you have an arrest or conviction record does not automatically disqualify you from consideration for a job. Wisconsin's Fair Employment Law, s. 111.31-111.395, Wis. Stats., prohibits discrimination based on an arrest or conviction record. It is not discrimination, however, to decline to hire a person based on the person's arrest record, a pending charge, or conviction record if deemed substantially related to the circumstances of the particular job. Information gathered in the Criminal Background Check will enable us to determine if the arrest or conviction record is substantially related to the job.

The information you provide on this form will be retained in a **confidential** manner.

### What do you need to do now?

Applicants are required to complete, sign and return the attached form in order to remain under consideration for serving as a Senior Services Volunteer Travel Companion. Submit completed forms to Emily Rendall-Araujo, City of Sheboygan Senior Services Director.

This form must be completed and returned at least three weeks prior to the anticipated travel departure date.

### Definition of terms used on this form:

**Arrest Record:** "Includes, but is not limited to, information indicating that an individual has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority." s. 111.32(1), Wis. Stats.

**Conviction Record:** "Includes, but is not limited to, information indicating that an individual has been convicted of any felony, misdemeanor or other offense, has been adjudicated delinquent, has been less than honorably discharged, or has been placed on probation, fined, imprisoned, placed on extended supervision or paroled pursuant to any law enforcement or military authority." s. 111.32(3), Wis. Stats.

**Criminal Charge:** A criminal complaint, information, or indictment filed in a state, federal, tribal or international court of law.

- Prior to completing this form, it may be beneficial to review the Wisconsin Circuit Court records pertaining to you at <http://wcca.wicourts.gov> and obtain a copy of your driver license abstract at <http://www.dot.wisconsin.gov/drivers/drivers/request-record.htm>.
- Please remember not all fines/convictions may appear on the Wisconsin Circuit Court site. To obtain your complete record visit <http://www.doj.state.wi.us>

**Failure to report a fine and/or conviction may result in not being considered for this position.**

Questions about this form may be directed to Emily Rendall-Araujo, Director of Senior Services.

**APPLICANT CONSENT FOR BACKGROUND CHECK**

**OFFICE USE ONLY**

Position Type: Volunteer

This position does not have a fleet requirement.

In order to be considered for the position, for which you applied, we must complete a Criminal Background Check. As part of the Criminal Background Check the City may obtain a consumer report that includes, but is not limited to, creditworthiness or similar characteristics, employment and education verifications, social security verification, criminal and civil history, reference checks, DMV records, any other public records and any other information bearing on your credit standing, credit capacity, character, general reputation, personal characteristics and trustworthiness.

Failure to provide all requested information below, including your Social Security Number, will prevent the City from completing the required background check, and will result in your disqualification from consideration.

Name (Last, First, Middle)	Gender <input type="checkbox"/> Female <input type="checkbox"/> Male	Race
Date of Birth (Month/Day/Year)	Social Security Number	
Street Address	City, State, Zip Code	
Email Address	Day Phone:	Evening Phone:
Former Name(s)Aliases (First, Middle, Last) (Including Maiden Name)		

Have you always lived in Wisconsin  Yes  No

If **No**, provide place(s) of residence (State/County) and time period(s)

Place(s) of residence outside of Wisconsin and time period(s) for the last 7 years. Attach additional pages if needed.

Do you have criminal charges pending against you?  Yes  No

Have you been convicted of any crime anywhere, including in federal, state, local, military and tribal courts?

Yes  No

If you answered "Yes" to any of the above questions, please indicate: (Attach additional pages if necessary to include the same information for each pending charge or convicted crime).

The nature of the offense

Date of the offense	Date of conviction
County and State or territory where criminal charges(s) is/are pending against you.	
Name, location, address of court	
Please discuss the details of the incident and the disposition/outcome (sentence, fine, probation, Huber, suspension etc.).	

Notice: By my signature below I hereby authorize and consent to the State of Wisconsin's procurement of such a report. This information will be retained in my application file, which is confidential. Wisconsin's Fair Employment Law, s. 111.31-111.395, Wis. Stats., prohibits discrimination because of a criminal record or pending charge: however, it is not discrimination to decline to hire a person based on the person's arrest or conviction record if the arrest or conviction is substantially related to the circumstances of the particular job. Failure of any applicant (current or potential employee) to disclose any requested information, including but not limited to: criminal or ordinance violations, convictions, fines, forfeitures, pending charges (including traffic and DNR charges) or expunged offenses, will make you ineligible. This includes all adult fines and/or convictions regardless of how many years have elapsed.

I affirm that all the information on this document is true and complete to the best of my knowledge and I understand that any falsification or omission of information will disqualify me for this position. I authorize the City of Sheboygan to conduct a background check and verify the information provided above and to procure a consumer credit report if applicable.

APPLICANT SIGNATURE	DATE SIGNED
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HUMAN RESOURCES OFFICE USE ONLY			
Processed by:	Date Processed:	Requested by:	Decision <input type="checkbox"/> Eligible <input type="checkbox"/> Not Eligible

**CITY OF SHEBOYGAN  
REPORT 52-25-26**

**BY CITY CLERK.**

**MARCH 9, 2026.**

Submitting a Summons and Complaint in the matter of Wal-Mart Stores Inc. vs. City of Sheboygan.

FILED  
11-07-2025

Item 7.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing  
NoticeCase No. 2025CV000732  
Class Code: Money JudgmentSheboygan County  
Clerk of Circuit Court  
2025CV000732  
Honorable Angela W.  
Sutkiewicz  
Branch 3CITY OF SHEBOYGAN  
SUITE 103  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

Case number 2025CV000732 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt-in code: e822cf**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court  
Date: November 7, 2025

FILED  
11-07-2025

Item 7.

Sheboygan County  
Clerk of Circuit Court  
2025CV000732  
Honorable Angela W.  
Sutkiewicz  
Branch 3

**STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY**

**WAL-MART STORES, INC.**  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72716

**Plaintiff,**

v.

Case No. 2025-CV  
Case Code: 30301  
(Money Judgment over \$10,000)

**CITY OF SHEBOYGAN**  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

**Defendant.**

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**SUMMONS**

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**THE STATE OF WISCONSIN**

To each person named above as a Defendant:

You are hereby notified that the Plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 N. 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Mallery s.c., Plaintiff's attorneys, whose address is 731 N. Jackson St., Suite 900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien

against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this November 7, 2025.

MALLERY, S.C.

*Electronically signed by Christopher L. Strohbahn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbahn@mallerysc.com](mailto:cstrohbahn@mallerysc.com)

RUSSELL J. KARNES

State Bar No. 1054982

Email: [rkarnes@mallerysc.com](mailto:rkarnes@mallerysc.com)

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

Attorneys for the Plaintiff

**P.O. ADDRESS:**

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

FILED  
11-07-2025

Item 7.

Sheboygan County  
Clerk of Circuit Court  
2025CV000732  
Honorable Angela W.  
Sutkiewicz  
Branch 3STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

WAL-MART STORES, INC.  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72716

Plaintiff,

v.

Case No. 2025-CV  
Case Code: 30301  
(Money Judgment over \$10,000)

CITY OF SHEBOYGAN  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Defendant.

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**COMPLAINT**

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Plaintiff, Wal-Mart Stores, Inc. ("Wal-Mart"), by its attorneys Mallery s.c., for its complaint against Defendant, City of Sheboygan ("the City"), alleges as follows:

**Nature of Action and Parties**

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2025 value with respect to the parcel of real property in the City known as parcel 5921-479120 ("the Property"), is no more than \$14,000,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Wal-Mart by the City for the Property in 2025, plus statutory interest.

2. Walmart is a Delaware statutory trust duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, within the City.

4. The Property is located at 3711 S. Taylor Drive, within the City.

#### **Background Facts**

5. The 2025 value of the Property was set by the City Assessor's office at \$20,698,600.

6. Walmart timely filed an objection to the 2025 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.47(8m). A copy of the Waiver is attached as *Exhibit A*.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

#### **First Claim for Relief – Excessive Tax Assessment**

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2025, was no higher than \$14,000,000.

10. The 2025 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2025 was excessive.

11. Walmart is entitled to a refund of 2025 taxes paid as may be determined to be due to Walmart, plus statutory interest.

#### **Second Claim for Relief – Non-Uniform Tax Assessment**

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2025, was no higher than \$14,000,000.

14. Upon information and belief, the 2025 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2025 taxes paid as may be determined to be due to Walmart, plus statutory interest.

### **Third Claim for Relief – Declaratory Judgment**

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2025 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2025 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2025 value of the Property from \$20,698,600 to \$14,000,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, Plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2025, was no higher than \$14,000,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated November 7, 2025.

MALLERY, S.C.

Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbehn@mallerysc.com](mailto:cstrohbehn@mallerysc.com)

RUSSELL J. KARNES

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State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

Attorneys for the Plaintiff

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

FILED  
11-07-2025

Item 7.

### Request for Waiver of Board of Review (BOR) Hearing

Sheboygan County  
Clerk of Circuit Court  
2025CV000732  
Honorable Angela W.  
Branch 3

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1<sup>st</sup> class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's appeal on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer shall file a written notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

**NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.**

**NOTE: Request for Waiver must be presented prior to the commencement of the hearing.**

Municipality <b>City of Sheboygan</b>	County: <b>Sheboygan</b>
Requestor's name <b>Wal-Mart Stores, Inc.</b>	Agent name (if applicable)* <b>Mallery, s.c.</b>
Requestor's mailing address <b>PO Box 8050, Bentonville, AR 72712</b>	Agent's mailing address <b>731 N. Jackson Street, Suite 900, Milwaukee, WI 53202</b>
Requestor's telephone number <b>( 479 ) 204 - 3838</b> <input type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number <b>( 414 ) 271 - 2424</b> <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address <b>brandon.caplana@walmart.com</b>	Agent's email address <b>dstrohbehn@mallerysc.com / rkarnes@mallerysc.com</b>

Property address <b>3711 S. Taylor Drive</b>	
Legal description or parcel number <b>5921-479120</b>	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing <b>\$20,698,600</b>	
Property owner's opinion of value <b>\$14,000,000</b>	
Basis for request <b>To take matter directly to Circuit Court.</b>	
Date Notice of Intent to Appear at BOR was given <b>09 - 05 - 2025</b>	Date Objection Form was completed and submitted <b>09 - 08 - 2025</b>

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

*Christopher L. Strohbahn*  
Requestor's / Agent's Signature

**\*If agent, attach signed Agent Authorization Form, PA-105**

#### Decision

Approved       Denied

Reason \_\_\_\_\_

*Michael Handwerker*  
Board of Review Chairperson's Signature

*9/9/2025*  
Date

Taxpayer advised *09/09/2025*  
Date

**CITY OF SHEBOYGAN  
REPORT 53-25-26**

**BY CITY CLERK.**

**MARCH 9, 2026.**

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM. 2022.

CLERK CIRCUIT COURT  
FILED  
2026 FEB 12 PM 2:47  
SHEBOYGAN COUNTY  
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE  
FORECLOSURE OF TAX LIENS  
UNDER WI STATUTE §75.521 BY  
SHEBOYGAN COUNTY,  
LIST OF TAX LIENS FOR 2022  
NUMBER FIFTY-TWO

Case Class: 30405  
Case No. 26GFB  
Branch 2 Judge Torry

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY  
BEING FORECLOSED BY PROCEEDING *IN REM*. 2022  
NUMBER FIFTY-TWO

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

**NOW COMES** Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2022, sales of 2023, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of February 9, 2026, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer and Real Property Listing Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED  
BY PROCEEDING *IN REM.* 2022  
NUMBER FIFTY-TWO

PARCEL NO. 59016212891

**Owner(s) of Record:**

Janice V. Melvin by virtue of a Warranty Deed dated June 21, 2013 and recorded June 25, 2013 at 12:15 p.m. as Document Number 1970955.

**Property Address:**

W6283 Karpathy Lane, Plymouth, WI 53073

**Legal Description:**

Lot 18, commencing at the Southwest corner of the NW ¼ of Section 8, Town 15 North, Range 21 East, thence S. 88 degrees 34'38" E., 1299.16 feet along the South line of the NW ¼ of said Section 8, thence S. 89 degrees 37'07" E., 86.66 feet; thence North 455.42 feet, thence East 1186.00 feet to the true point of beginning; running thence North 214.41 feet; thence N. 86 degrees 41'21" E., 220.27 feet; thence S. 87 degrees 58'22" E., 80.1 feet; thence South 224.30 feet; thence West 300.00 feet to the true point of beginning; said Tract of land being a part of the SW ¼ NE ¼ and the SE ¼ NW ¼ of Section 8, Town 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin.

**Tax Key Number:**

59016212891

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Janice V. Melvin in favor of Sheboygan County, 615 North 6<sup>th</sup> Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2016FO000252, filed January 12, 2017 and docketed January 12, 2017 at 9:18 A.M. in the principal sum of \$389.50 (Attorney Crystal H. Fieber).

Judgment executed against Janice B. Melvin to Sheboygan County, 615 North 6<sup>th</sup> Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2017TR006300, filed January 19, 2018 and docketed January 19, 2018 at 1:47 P.M., in the principal sum of \$10.00 (no Attorney shown).

**Taxes:**

Certificate No.: 79  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$1,307.02

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

PARCEL NO. 59016213960

**Owner(s) of Record:**

Restrictive Covenants recorded August 1, 2008 as Document No. 1858149.

Amendment to Restrictive Covenants recorded August 29, 2008 as Document No. 1859979.

Amendment to Restrictive Covenants recorded November 17, 2009 as Document No. 1890979.

Amendment to Restrictive Covenants recorded January 12, 2010 as Document No. 1894470.

Agreement Concerning Easement recorded October 16, 2007 as Document No. 1837866.

Agreement recorded October 16, 2007 as Document No. 1837868.

Easement Agreement recorded October 16, 2007 as Document No. 1837869.

Assignment of Easements recorded July 7, 1994 in Volume 1352, at Page 310, as Document No. 1407726.

Easement Assignment recorded January 11, 2001 in Volume 1780, at Page 601, as Document No. 1587253.

Easement Assignment recorded January 11, 2001 in Volume 1780, at Page 659, as Document No. 1587260.

Driveway/Easement Agreement recorded June 11, 2021 as Document No. 2116905. Correction Instrument recorded June 17, 2021 as Document No. 2117231.

Easement and other matters as referenced in Certified Survey Map recorded in Volume 6 of Certified Survey Maps, at Page 294, as Document No. 1093818.

Easements and other matters as referenced in Plat of Tumbler Ridge recorded August 1, 2008, as Document No. 1858148.

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**PARCEL NO. 59281302790**

**Owner(s) of Record:**

Steel Rock Homes Inc., a Wisconsin corporation, by virtue of a Warranty Deed dated August 5, 2021 and recorded August 10, 2021 as Document No. 2120587

**Property Address:**

924 Georgia, Sheboygan, WI 53081

**Legal Description:**

The West ½ of Lot 9, Block 286, Sheboygan Original Plat, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281302790

**Mortgages:**

Mortgage, Assignment of Rents and UCC Financing Statement & Fixture Filing executed by Steel Rock Homes, Inc. to Blake Selby, 1535 W. Pleasant St., Ste 5, Davenport, IA 52804, dated August 6, 2021 and recorded August 10, 2021 as Document No. 2120588, securing the principal sum of \$200,000.00.

**Judgments/Liens:**

Judgment dated June 14, 2023 and docketed October 17, 2023 in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, against Steel Rock Homes Inc, debtor, Sheboygan County Circuit Court Case No. 2023TJ000095, in the amount of \$691.00. No attorney listed.

Judgment dated June 14, 2023 and docketed October 17, 2023 in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, against Steel Rock Homes Inc, debtor, Sheboygan County Circuit Court Case No. 2023TJ000094, in the amount of \$691.00. No attorney listed.

Judgment dated June 14, 2023 and docketed October 17, 2023 in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, against Steel Rock Homes Inc, debtor, Sheboygan County Circuit Court Case No. 2023TJ000093, in the amount of \$691.00. No attorney listed.

Special charges by the City of Sheboygan against Steel Rock Homes Inc, PO Box 761, West Bend, WI 59095, for delinquent utilities in the amount of \$188.04. and delinquent water - lead service line loan in the amount of \$2,627.72.

**Taxes:**

Certificate No.: 422  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$3,464.74  
The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

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**PARCEL NO. 59281303710**

**Owner(s) of Record:**

Curtis D. Weissgerber, by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 P.M. as Document No. 1946560.

**Property Address:**

1409 South 9<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

The North Forty-two (42.00) feet of the South One Hundred Twenty-six (126.00) feet of Lot Six (6) and the North Forty-two (42.00) feet of the South One Hundred Twenty-six (126.00) feet of the West One-half (W1/2) of Lot Five (5), Block Two Hundred Ninety-four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281303710

**Mortgages:**

None of record.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Curtis Weissgerber, 1409 S 9<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$131.21.

**Taxes:**

Certificate No.: 425  
 Tax Year: 2022  
 Sale Year: 2023  
 PRINCIPAL Sum of Lien: \$1,431.84  
 The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**  
 None of record.

**PARCEL NO. 59281304430**

**Owner(s) of Record:**

Nallely Mendiola, a single person, and Jessica Mendiola, a single person, by virtue of a Quit Claim Deed dated October 12, 2022 and recorded on October 14, 2022 at 1:42 p.m as Document Number 2142933.

**Property Address:**

927 Dillingham Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 7, Block 4, Assessment Subdivision No. 16 in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

**Tax Key Number:**

59281304430

**Mortgages:**

None of record.

**Judgments/Liens:**

Notice of Lien between Sheboygan Water Utility, 72 Park Ave., Sheboygan, WI 53081 and Jessica Mendiola & Nallely Mendiola, dated May 19, 2025 and recorded Jun 3, 2025 at 9:18 a.m. as Document No. 2178941, in the amount of 1,868.75.

Special charges by the City of Sheboygan against Jessica and Nallely Mendiola, 2537 Luedke Ct., Sheboygan, WI 53081, for delinquent utilities in the amount of \$1,408.75.

**Taxes:**

Certificate No.: 425  
 Tax Year: 2022  
 Sale Year: 2023  
 PRINCIPAL Sum of Lien: \$2,514.61  
 The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**  
 None of record.

**PARCEL NO. 59281316650**

**Owner(s) of Record:**

Thomas J. Gruenke by virtue of a Warranty Deed dated May 21, 2015 and recorded May 21, 2015 as Document No. 2003265.

**Property Address:**

1723 South 7<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

The South 37-1/2 feet of the North 1/2 of Lot 3 and the South 37-1/2 feet of the West 60.00 feet of the North 1/2 of Lot 4, Block 8, Otten & Saemann's Addition, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.  
ALSO the North 1/2 of a strip of land 30.00 feet in width East and West and adjoining the East side of the West 60.00 feet of Lot 4, in Block 8, Otten & Saemann's Addition, said strip being bounded on the North by the North line and extended North line of said Lot 4 and on the South by the South line and extended South line of said Lot 4; the South line of the strip hereby conveyed is a line drawn parallel to the North line of said Lot 4 and midway between the North and South lines of said Lot 4; being part of Lot 4, Block 8, Otten & Saemann's Addition to the City of Sheboygan.

**Tax Key Number:**

59281316650

**Mortgages:**

Mortgage executed by Thomas J. Gruenke, an unmarried man, to Commerce State Bank, 1700 S. Silverbrook Drive, West Bend, WI 53095, dated August 19, 2015 and recorded August 24, 2015 as Document No. 2008261, in the principal sum of \$65,000.00.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Thomas J Gruenke, 1723 S 7<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$259.75

**Taxes:**

Certificate No.: 456  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$1,668.21

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

**PARCEL NO. 59281321280**

**Owner(s) of Record:**

Abigail N. Shisler by virtue of a Warranty Deed dated April 22, 2022 and recorded April 27, 2022 as Document No. 2135206.

**Property Address:**

3723 South 12<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

The North 1/2 of the following described property, less that part taken for roadway: Commencing at a point on the West line of Section 2, Township 14 North, Range 23 East which point is 727.7 feet South of the Northwest corner of said Section; running thence East 217.14 feet thence South 200.6 feet thence West 217.14 feet to the West line of said Section; thence North along same West line 200.6 feet to the point of beginning; being part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**  
59281321280

**Mortgages:**  
None of record.

**Judgments/Liens:**  
Special charges by the City of Sheboygan against Abigail N Shisler, 3723 S 12<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$180.66.

**Taxes:**  
Certificate No.: 464  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$3,135.98  
The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**  
None of record.

**PARCEL NO. 59281426700**

**Owner(s) of Record:**  
Nicholas R. Isferding, a single person, by virtue of a Warranty Deed recorded July 22, 2019 at 2:31 p.m. as Document Number 2075871.

**Property Address:**  
2220 South 12<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**  
Lot 5, Block 2, Wedemeyer's Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**  
59281426700

**Mortgages:**  
None of record.

**Judgments/Liens:**  
Child Support Lien against Nicholas Russell Isferding, D.O.B July 21, 1990, Filed July 9, 2023 as Docket Number 757822 in the amount of \$9,777.94, Sheboygan County.

Special charges by the City of Sheboygan against Nicholas R Isferding, 2220 S 12<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$131.21.

**Taxes:**  
Certificate No.: 511  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$3,346.25  
The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

Easement dated August 31, 2004 and recorded October 1, 2004 at 12:14 p.m. as Document Number 1746467.

**PARCEL NO. 59281479118****Owner(s) of Record:**

Aamay Sheboygan LLC, an *Administratively Dissolved* Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

**Property Address:**

3711 Greenwing Drive, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2 Greenwing Subdivision a Re-Subdivision of Lots 2, 5, 6 and 8 and part of Lot 7 of the Final Plat of Zimbal Farm. located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:** 59281479118

**Mortgages:**

None of record.

**Judgments/Liens:**

None of record.

**Taxes:**

Certificate No.:	528
Tax Year:	2022
Sale Year:	2023
PRINCIPAL Sum of Lien:	\$16,183.39

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.

Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC,

landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

**PARCEL NO. 59281508280**

**Owner(s) of Record:**

Roderick Deckert and Betty Deckert, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 8, 1999 and recorded in Volume 1695 of Records, page 333 on September 20, 1999 at 3:05 P.M. as Document Number 1554362.

**Property Address:**

1511 Kentucky Avenue, Sheboygan, WI 53081

**Legal Description:**

The North half of the West 40 feet of Lot 2, Block 275, Original Plat of the City of Sheboygan, Wisconsin.

**Tax Key Number:**

59281508280

**Mortgages:**

None of record.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Roderick and the Estate of Betty Deckert, 1511 Kentucky Ave, Sheboygan, WI 53081, for delinquent utilities in the amount of \$221.33.

**Taxes:**

Certificate No.:	563
Tax Year:	2022
Sale Year:	2023
PRINCIPAL Sum of Lien:	\$1,509.15

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

**PARCEL NO. 59281512530**

**Owner(s) of Record:**

Carol A. Bruns, by virtue of a Termination of Decedent's Interest dated June 9, 2022 and recorded June 10, 2022 as Document No. 2137388.

**Property Address:**

1319 South 24<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 9, Charles Kriegs Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

**Tax Key Number:**

59281512530

**Mortgages:**

None of record.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Carol Burns, 1319 S 24<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$126.27.

**Taxes:**

Certificate No.:

578

Tax Year:

2022

Sale Year:

2023

PRINCIPAL Sum of Lien:

\$1,591.41

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

**PARCEL NO. 59281602180****Owner(s) of Record:**

Raymond L. Corbett and Alia C. Corbett, husband and wife, as survivorship marital property, by virtue of a Quit Claim Deed, dated February 26, 2014, and recorded February 27, 2014 at 2:52 p.m., as Document Number 1983046.

**Property Address:**

1409 Heermann Court, Sheboygan, WI 53081

**Legal Description:**

The West 53 feet of the East 75.2 feet of Lots 2, 3, and 5, Block 2, Assessment Subdivision No. 13, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281602180

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment entered against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2016TR001482, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of \$175.30 (no attorney listed). Note: Case number now removed from Wisconsin Circuit Court System.

Judgment entered December 11, 2017 and docketed December 22, 2017 at 3:50 P.M. in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Dr. #200, Irving, TX 75038, creditor, and against Alia Corbett, debtor, in the amount of \$3,723.64, Case No. 2017SC002598. (Attorney Jason Donald Hermersmann).

Judgment entered April 16, 2018 and docketed May 8, 2018 at 3:41 P.M., in favor of Midland Funding LLC, 2365 Northside Dr. Suite 300, San Diego, CA 92108, creditor, and against Alia Corbett, debtor, in the amount of \$1,018.28, Case No. 2018SC000715. (Attorney Zachary W. Spaciel.).

Judgment entered April 16, 2018 and docketed May 8, 2018 at 3:42 P.M., in favor of Midland Funding LLC, 2365 Northside Dr. Suite 300, San Diego, CA 92108, creditor, and against Alia Corbett, debtor, in the amount of \$902.09, Case No. 2018SC000717. (Attorney Zachary W. Spaciel.).

Special charges by the City of Sheboygan against Raymond L and Alia C Corbett, 1409 Heermann Ct, Sheboygan, WI 53081, for delinquent utilities in the amount of \$351.64.

**Taxes:**

Certificate No.: 593  
 Tax Year: 2022  
 Sale Year: 2023  
 PRINCIPAL Sum of Lien: \$1,704.41

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Pending Divorce, Case No. 2025FA000242.

**PARCEL NO. 59281625290**

**Owner(s) of Record:**

Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 P.M. as Document Number 1538691.

**Property Address:**

2126 North 22<sup>nd</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

**Tax Key Number:**

59281625290

**Mortgages:**

Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 West Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded in Volume 1404 of Records, page 389/91, on August 17, 1995 as Document Number 1432633, securing the principal sum of \$25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded July 27, 1998 at 4:24 P.M. as Document Number 1513198.

**Judgments/Liens:**

Judgment against Don Klumb in favor of UnitedOne Credit Union, 1117 S. 10<sup>th</sup> St., Manitowoc, WI 54220 US, dated November 13, 2017, docketed November 14, 2017 at 2:21 P.M., Case Number 2017SC002391, in the amount of \$1,105.32.

Judgment against Don Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated June 17, 2019, docketed July 30, 2019 at 9:29 A.M., Case Number 2019SC001164, in the amount of \$763.15 (Attorney Geoff P. Estes).

State Tax Lien against Donald Klumb in favor of Dept of Revenue, no address listed, dated April 27, 2017 and docketed October 10, 2019 at 7:55 P.M., Case Number 2019TW000192, in the amount of \$3,871.46 (No attorney listed).

Judgment against Donald H. Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated March 18, 2019, docketed May 24, 2019 at 8:02 A.M., Case Number 2019SC00463, in the amount of \$2,855.16 (Attorney Casey Cross).

Special charges by the City of Sheboygan against Donald Harvey Klumb Jr, 2126 N 22<sup>nd</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$89.72.

**Taxes:**

Certificate No.: 628  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$1,619.24

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

Five foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.

**PARCEL NO. 59281625870**

**Owner(s) of Record:**

Land Contract between Lee J. Parra, vendor, and Javier Alfonso Gonzalez, purchaser, dated December 2, 2014 and recorded December 9, 2014 as Document No 1995910.

**Property Address:**

2001 North 15<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 10 in Wm. Schaezter's Subdivision of the North part of Lot "S" in Bate's Addition to the City of Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT the westerly 12 feet of said lot which was dedicated for street purposes.

**Tax Key Number:**

59281625870

**Mortgages:**

Land Contract between Lee J. Parra, vendor, and Javier Alfonso Gonzalez, purchaser, dated December 2, 2014 and recorded December 9, 2014 as Document No 1995910.

**Judgments/Liens:**

Judgment entered April 20, 2018 and docketed April 20, 2018 in favor of Sheboygan County Clerk of Circuit Court, no address shown, creditor, against Javier A. Gonzalez Jr, debtor, in the amount of \$748.00, Case No. 2016CM000404. No attorney listed.

Judgment entered January 14, 2016 and docketed January 14, 2016 in favor of Sheboygan County Clerk of Circuit Court, no address shown, creditor, against Javier A. Gonzalez Jr, debtor, in the amount of \$1,237.75, Case No. 2015CF000311. No attorney listed.

Judgment entered April 17, 2020 and docketed April 17, 2020 in favor of Sheboygan County Clerk of Circuit Court, no address shown, creditor, against Javier A. Gonzalez Jr, debtor, in the amount of \$42.00, NO CASE NO. SHOWN. No attorney listed.

Judgment entered April 20, 2018 and docketed April 20, 2018 in favor of Sheboygan County Clerk of Circuit Court, no address shown, creditor, against Javier A. Gonzalez Jr, debtor, in the amount of \$548.00, Case No. 2017CM000264. No attorney listed.

Judgment entered August 27, 2018 and docketed August 27, 2018 in favor of Sheboygan County Clerk of Circuit Court, no address shown, creditor, against Javier A Gonzalez Jr, debtor, in the amount of \$2,462.63, NO CASE NO. SHOWN. No attorney listed.

Child support lien against Javier Alfonso Gonzalez Sr, filed July 6, 2025 in the amount of \$3,020.36 in Sheboygan County.

Child support lien against Javier Alfonso Gonzalez Jr, filed June 6, 2021 in the amount of \$27,450.08 in Manitowoc County.

Bankruptcy case No. 24-21886-kmp, filed April 16, 2024, Javier Gonzalez, Jr, debtor.

Special charges by the City of Sheboygan against Javier Alfonso Gonzalez, 2001 N 15<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$409.01.

**Taxes:**

Certificate No.: 629  
Tax Year: 2022  
Sale Year: 2023  
PRINCIPAL Sum of Lien: \$300.37  
The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

**PARCEL NO. 59281702630**

**Owner(s) of Record:**

Jerod W. Tershner, a single person, by virtue of a Special Warranty Deed recorded January 2, 2014 at 10:35 a.m. as Document Number 1980892.

**Property Address:**

1721/1721A North 10<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 43, Block 1, Assessment Subdivision No. 11 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281702630

**Mortgages:**

None of record.

**Judgments/Liens:**

Special charges by the City of Sheboygan against Jerod Tershner, N5203 Oak Rd, Plymouth, WI 53081, for delinquent utilities in the amount of \$290.06

**Taxes:**

Certificate No.:	655
Tax Year:	2022
Sale Year:	2023
PRINCIPAL Sum of Lien:	\$590.30

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

**PARCEL NO. 59281705430**

**Owner(s) of Record:**

Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

**Property Address:**

1922 North 9<sup>th</sup> Street, Sheboygan, WI 53081

**Legal Description:**

Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

**Tax Key Number:**

59281705430

**Mortgages:**

Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

**Judgments/Liens:**

Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of \$729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa M. Hughes in favor of UnitedOne Credit Union, 1117 S 10<sup>th</sup> St., Manitowoc, WI 54220 US, Sheboygan County Circuit Court Case Number 2024SC001790, entered

October 14, 2024 and docketed October 15, 2024 at 1:25 p.m. in the principal amount of \$921.84. (No attorney listed).

Judgment executed against Anthony Hughes in favor of LVNV Funding LLC, c/o Messerli & Kramer PA, 3033 Campus Drive Suite 250, Plymouth, MN 55441 US, Sheboygan County Circuit Court Case Number 2024SC001253, entered July 29, 2024 and docketed August 6, 2024 at 7:00 a.m. in the principal amount of \$1,043.71. (Attorney James E. Kachelski).

Child Support Lien against Anthony Dewayne Hughes, D.O.B. January 17, 1973, Filed May 5, 2024 as Docket Number 780866 in the amount of \$22,814.20, Rock County.

Child Support Lien against Anthony MS Hughes, D.O.B. April 2, 1992, Filed September 8, 2024 as Docket Number 789440 in the amount of \$610.25, Sauk County.

Special charges by the City of Sheboygan against Anthony and Lisa Hughes, 1922 N 9<sup>th</sup> St., Sheboygan, WI 53081, for delinquent utilities in the amount of \$894.03.

**Taxes:**

Certificate No.: 665  
 Tax Year: 2022  
 Sale Year: 2023  
 PRINCIPAL Sum of Lien: \$895.72

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Divorce Filed #2021FA000242.

**PARCEL NO. 59281714000**

**Owner(s) of Record:**

Lyle Klemp III, a single person, by virtue of a Warranty Deed dated August 21, 2014 and recorded August 28, 2014 at 2:38 p.m. as Document Number 1991010.

**Property Address:**

1340 Logan Avenue, Sheboygan, WI 53083

**Legal Description:**

Lot Eight (8), Block Two (2), Neumeister & Oehler Subdivision to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

**Tax Key Number:**

59281714000

**Mortgages:**

None of record.

**Judgments/Liens:**

Judgment executed against Lyle N Klemp, in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number

2017TR000060, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of \$389.50 (No Attorney listed). NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment executed against Lyle N. Klemp, in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2017TR000059, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of \$200.50 (no attorney listed). NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment executed against Lyle N. Klemp, in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2017TR000058, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of \$200.50 (no Attorney listed). NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment executed against Lyle N. Klemp, in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2017TR000057, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of \$213.10 (no Attorney listed). NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment executed against Lyle Klemp, in favor of Midland Credit Management, Inc., 350 Camino De La Reina, Suite 100, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2021SC001159, entered August 30, 2021 and docketed September 30, 2021 at 8:19 a.m. in the principal sum of \$724.96 (Attorney Brian Hendricks).

Special charges by the City of Sheboygan against Lyle Klemp III, 1340 Logan Ave., Sheboygan, WI 53081, for delinquent utilities in the amount of \$567.20.

**Taxes:**

Certificate No.:	686
Tax Year:	2022
Sale Year:	2023
PRINCIPAL Sum of Lien:	\$233.76

The date by which interest and penalty needs to be computed is 02/01/2023.

**Other:**

None of record.

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5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING  
IN REM. TO FORECLOSE TAX LIENS  
BY SHEBOYGAN COUNTY**

**TAKE NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Fifty-Two, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated February 12, 2026, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem*. and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on February 12, 2026. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

**TAKE FURTHER NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer and Real Property Listing of Sheboygan County and will remain posted for public inspection up to and including April 17, 2026, which date is hereby fixed as the last day for redemption.

**TAKE FURTHER NOTICE** that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said April 17, 2026, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

**SHEBOYGAN COUNTY**

By: *Laura Henning-Lorenz*  
LAURA HENNING-LORENZ  
County Treasurer

**PETITION**

**SHEBOYGAN COUNTY** petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 12<sup>th</sup> day of February , 2026.

**SHEBOYGAN COUNTY**

By: *Laura Henning-Lorenz*  
**LAURA HENNING-LORENZ**  
County Treasurer

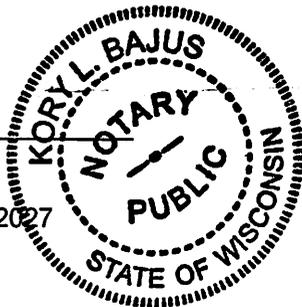
STATE OF WISCONSIN )  
  ) ss:  
SHEBOYGAN COUNTY )

**LAURA HENNING-LORENZ**, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer and Real Property Listing.

*Laura Henning-Lorenz*  
**LAURA HENNING-LORENZ**  
County Treasurer

Subscribed and sworn to before me  
this 12<sup>th</sup> day of February , 2026.

*Kory L. Bajus*  
Kory L. Bajus, Notary Public  
State of Wisconsin  
My Commission expires January 22, 2027



Office of the Corporation Counsel  
SHEBOYGAN COUNTY  
2124 Kohler Memorial Drive – Suite 310  
Sheboygan, WI 53081-3174

CITY OF SHEBOYGAN  
RESOLUTION 181-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 9, 2026.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required 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

**CITY OF SHEBOYGAN  
RESOLUTION 182-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA**

**MARCH 9, 2026.**

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required 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

CITY OF SHEBOYGAN  
RESOLUTION 183-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 9, 2026.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required 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

CITY OF SHEBOYGAN  
RESOLUTION 184-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

MARCH 9, 2026.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required 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

**CITY OF SHEBOYGAN  
RESOLUTION 190-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a Tax Incremental District Development Agreement with Timberwood Meadows, LLC for property located between Moenning Road and Stahl Road, more particularly described as Parcel Nos. 59030458900 and 59030458910 and further authorizing the issuance of taxable tax increment project municipal revenue obligation.

WHEREAS, the City of Sheboygan, Wisconsin created Tax Incremental District No. 23 (“TID 23”) for the purpose of promoting redevelopment; and

WHEREAS, Timberwood Meadows, LLC (the “Developer”) has agreed to construct and install certain improvements, namely, multi-family and single-family residential use with some commercial and retail use, on the property located at Parcel Nos. 59030458900 and 59030458910, located within in TID 23 (the “Project”); and

WHEREAS, the Developer has agreed to take actions to promote development in TID 23 which produce benefits to the public pursuant to a “Tax Incremental District Development Agreement,” attached as Exhibit A, and incorporated herein by reference, (the “Development Agreement”); and

WHEREAS, in order to further its development efforts in TID 23, the City agrees to apply a portion of the tax increment revenues from TID 23 to reimburse the Developer for a portion of the costs of the Project and as consideration for the other benefits provided to the City by the Developer, in accordance with the terms of the Development Agreement; and

WHEREAS, in order to fulfill the City’s obligations to the Developer, the City is to issue to the Developer a “Taxable Tax Increment Project Municipal Revenue Obligation” (the “MRO”) within ninety (90) calendar days after the City receives Developer’s Commencement Notice, which shall be payable solely from tax increments generated by the Project on the property described within the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to execute the Tax Incremental District Development Agreement between the City of Sheboygan and the Developer, attached as Exhibit A.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to issue the City’s MRO on such terms and conditions as set forth in the Development Agreement in

consideration for the obligations undertaken by the Developer in constructing the Project and as otherwise set forth in the Development Agreement.

The MRO shall be payable in installments of principal due on October 31st in each of the years and in the amounts of Available Tax Increment for such year as set forth in the Development Agreement.

The MRO shall be signed by the manual or electronic (e.g., DocuSign or other similar technology) signatures of the Mayor and Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the MRO, at least one of such signatures shall be manual), and sealed with the corporate seal of the City, or an electronic transmission thereof.

The MRO shall be in substantially the form set forth in the attached Development Agreement.

The MRO shall be payable only out of the "Special Redemption Fund" (the "Fund"), as hereinafter provided, and shall be a valid claim of the owner thereof only against the Fund and from the revenues pledged to such Fund, and shall be payable solely from Available Tax Increment derived from the Real Estate which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to the payment of the MRO.

As stated above, the application of Available Tax Increment to payment of the MRO is subject to annual appropriation by the Common Council. However, and without in any way limiting the foregoing appropriation powers, the City fully expects and anticipates that to the extent Available Tax Increment is generated by the Real Estate it will appropriate, in each year, the Available Tax Increment to the payment of the principal of the MRO.

BE IT FURTHER RESOLVED: That for the purpose of the application and proper allocation of the Available Tax Increments, and to secure the payment of the principal of the MRO, the Fund is hereby created and shall be used solely for the purpose of paying principal of the MRO in accordance with the provisions of the MRO and this Resolution. The City shall deposit in the Fund the Available Tax Increment received by the City attributable to the Real Estate. The monies on deposit in the Fund shall be used to pay principal on the MRO.

Uninvested money in the Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of

deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the MRO. All income from such investments shall be deposited in the Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Fund.

All Available Tax Increment shall be deposited in the Fund, and no other fund is created by this Resolution.

On each Payment Date, the City shall apply Available Tax Increment received by the City with respect to the Real Estate during that calendar year and appropriated by the City Council to the payment of the MRO.

If on any Payment Date there shall be insufficient Available Tax Increment appropriated to pay the principal due on the MRO, the amount due but not paid shall accumulate and be payable on the next Payment Date until the Final Payment Date. The City shall have no obligation to pay any amount of principal on the MRO which remains unpaid after the Final Payment Date.

As provided in Section 7.1 of the Development Agreement, the total amount of principal to be paid on the MRO shall not exceed the following amounts:

- Phase I: \$ 1,600,000.00
- Phase II: \$15,800,000.00
- Phase III: \$16,600,000.00
- Phase IV: \$27,200,000.00
- Phase V: \$10,800,000.00

When that amount of Available Tax Increment has been appropriated and applied to payment of the MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect thereto.

**BE IT FURTHER RESOLVED:** That the City Clerk shall keep books for the registration and for the transfer of the MRO. The person or entity in whose name any MRO shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the MRO shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such MRO to the extent of the sum or sums so paid.

The MRO may be transferred or assigned, in whole or in part, by the registered owner thereof only with the consent of the City and with the satisfaction of all other assignment requirements set forth in the MRO and the Development Agreement, by surrender of the MRO at the office of the Clerk of the City accompanied by an assignment duly executed by

the registered owner or such registered owner’s attorney-in-fact duly authorized in writing. Upon such transfer or assignment, the Clerk of the City shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the MRO and re-issue the MRO (or a new MRO of like aggregate principal amount and maturity).

BE IT FURTHER RESOLVED: That the Mayor, the City Clerk, the City Administrator and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the MRO.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the MRO), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

BE IT FURTHER RESOLVED: That if any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

EFFECTIVE DATE: This Resolution shall be effective immediately upon its passage and approval.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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Meredith DeBruin, City Clerk, City of Sheboygan

## TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of March 16, 2026 (the “**Effective Date**”) by and between the CITY OF SHEBOYGAN (the “**City**”), a Wisconsin municipal corporation, and TIMBERWOOD MEADOWS, LLC, a Wisconsin limited liability company (the “**Developer**”).

### RECITALS

A. The City has created Tax Incremental District No. 23 (“**District**”) as a rehabilitation tax increment district under the City’s proposed project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the City’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. The City currently owns the land located within the boundaries of the District shown in Exhibit A attached hereto and incorporated herein by reference (the “**City Property**”), and the City intends to convey portions of the City Property to Developer in phases pursuant to the terms of this Agreement.

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, develop the portions of the City Property conveyed to Developer pursuant to the terms of this Agreement (the “**Property**”) primarily for multi-family and single-family residential use with some commercial and retail use as set forth in the Exhibit B attached hereto and incorporated herein by reference (collectively, the “**Project**”).

D. The Project will consist of five (5) phases (each a “**Phase**” and, collectively, the “**Phases**”) as set forth in Exhibit B.

E. Developer acknowledges that but for the MRO (as defined below) and the conveyances of the portions of the City Property by the City as provided in this Agreement, Developer would not move forward with the Project.

F. The City believes it is appropriate to use tax increments from the District to provide for, among other things, the construction of the City Improvements (as defined below) and the MRO for the benefit of the District to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.

G. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding housing, tax base and employment opportunities within the City.

NOW, THEREFORE, the City 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; TERMINATION

**1.1 Required Information.** Developer shall be deemed to have committed a Default under this Agreement and 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 1.2 below, if the Required Information (as defined below) and the Commencement Notice (as defined below) for any Phase has not been timely provided by Developer to the City in form and substance reasonably acceptable to the City.

The deadlines for Developer to provide the Required Information and the Commencement Notice for Phase I is May 1, 2026, for Phase II is June 1, 2028, for Phase III is January 1, 2032, for Phase IV is January 1, 2037 and for Phase V is January 1, 2042.

For each Phase, Developer shall provide to the City the following required information related to such Phase (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 schedule for the construction of Developer Improvements (as defined below) and identifying the following for such Phase:
  - (i) Intended commencement and completion date,
  - (ii) Reasonably estimated costs associated with the construction, and
  - (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.
- (b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for such Phase, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.
- (c) 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 such Phase. 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 such Phase).
- (d) A copy of the final construction plans and complete specifications for the intended construction related to such Phase that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans for such Phase 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.

(e) All documents authorizing the construction and financing of such Phase and directing the appropriate officer of Developer to execute and deliver all agreements, documents and contracts required to be executed by Developer in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

On or before the Effective Date, Developer shall provide the City with all documents authorizing the appropriate officer of Developer to execute and deliver this Agreement (including, without limitation, authorizing resolutions of Developer).

**1.2 Termination Rights.** If Developer notifies the City in writing of Developer's election not to proceed with any Phase or Developer fails to fully and timely provide the Required Information or the Commencement Notice for any Phase (as determined in the sole discretion of the City), such Developer notification or failure shall be deemed an election by Developer to not proceed (a "Not to Proceed Election") with any and all Phases of the Project that have not been commenced or completed at the time of the Not to Proceed Election. Upon the occurrence of a Not to Proceed Election: (a) the City shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO, completing any City Improvements or making any payment on the MRO) with regard to such Phase and any or all successive Phases, and (b) all provisions in this Agreement related to such Phase and any or all successive Phases shall be deemed null and void and removed from this Agreement.

If, for example, a Not to Proceed Election occurs after the commencement of Phase I and after the commencement of Phase II, and the Not to Proceed Election is related to Phase III, then the City will have no obligation to perform any act under this Agreement with regard to Phase III, Phase IV or Phase V (including, without limitation, making any City Improvements or payment of any amounts on the MRO related to the portion of the Property impacted by Phase III, Phase IV or Phase V) but this Agreement shall remain in full force and effect with regard to Phase I and Phase II (and the portions of the Property on which the Developer Improvements for Phase I and Phase II were made) and the City shall remain obligated to perform all acts under this Agreement with regard to Phase I and Phase II, subject to the terms set forth herein. Notwithstanding the previous sentence and for the avoidance of any doubt, if a Default occurs, then the City shall not be obligated to perform **any** act under this Agreement (including, without limitation, making **any** City Improvements, conveying **any** portion of the Property or making **any** payment on the MRO – regardless of the Phase impacted by such Default). Moreover, and for the avoidance of any doubt, after a Not to Proceed Election or a Default in which the City terminates this Agreement, the City may enter into another development agreement(s) or other written agreement(s) with another developer(s) to complete any or all such Phases of the Project that have not been completed at such time.

## ARTICLE II – CONVEYANCE OF PROPERTY

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the City agrees to convey the Property and all improvements thereon to Developer in phases as set forth in this Agreement. The portion of the Property to be conveyed by the City to Developer shall relate to the Phase of the Project for which Developer has provided a Commencement Notice.

**2.2 General Terms and Conditions.** Each conveyance that transfers any portion of the Property to Developer shall be subject to the following terms and conditions:

(a) Each portion of the Property conveyed by the City to Developer shall be conveyed by special warranty deed in the form and substance attached hereto as **Exhibit C** (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 9.2 and 9.3 below) and the permitted encumbrances on the Property as set forth on **Exhibit D** attached hereto (collectively, the “**Permitted Encumbrances**”);

(b) Title to each portion of the Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that covers all of the Property and will be effective as of the Closing Date (as hereinafter defined) and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions;

(c) Developer shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner’s policy of title insurance with a gap endorsement, on a current ALTA form issued by a title insurer selected by the City. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner’s policy (and lender’s policy, as applicable) of title insurance covering the property being acquired in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, will be prorated on the Closing Date;

(e) The closing for the conveyance of any portion of the Property shall be on **the later to occur of**: (1) the thirtieth (30<sup>th</sup>) calendar day following a written request from Developer to the City for such conveyance; (2) the thirtieth (30<sup>th</sup>) calendar day after Developer provides all of the Required Information and a Commencement Notice for the applicable Phase of the Project; (3) the thirtieth (30<sup>th</sup>) calendar day after Developer has received all of the necessary governmental approvals for the Developer Improvements on such portion of the Property; or (4) another date agreed to by the parties in writing (the “**Closing Date**”), provided, in all respects, that there is no Event of Default existing under this Agreement;

(f) Developer may request that the City convey all or any portion of the Property related to a given Phase of the Project in one or more transactions; provided if Developer requests the Property related to a given Phase of the Project be conveyed in more than one transaction, then at the closing of any subsequent transaction (after the

first conveyance of Property related to a given Phase of the Project), Developer shall pay all costs, fees and expenses incurred by the City related to such subsequent transaction(s) (including, without limitation, all attorneys' fees, costs and expenses), but, for the avoidance of any doubt, if Developer is in Default at any time prior to a subsequent transaction, the City shall have no obligation to transfer such Property or to perform any other City obligations under this Agreement; and

(g) If the City conveys all or any portion of the Property to Developer, all or such portion of the Property (as applicable) is being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS," and the City is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer's own inspection of the portion of the Property being conveyed and all improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE CITY, THE CITY'S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE CITY.**

**2.3 Consideration.** At the time of the closing of each conveyance of a part of the Property by the City to Developer, Developer shall pay to the City a purchase price for such part of the Property in the amount of one dollar (\$1.00).

**2.4 Property Tax Exemption Restriction.** The Special Warranty Deed shall include a covenant affecting the portion of the Property conveyed to Developer (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.

**2.5 Subsequent Conveyance by Developer.** For the avoidance of any doubt, Developer may convey all or any portion of the Property to any third party, subject to the provisions in Sections 2.4 above and 9.2 below. Notwithstanding the preceding sentence or the conveyance of all or any portion of the Property to a third party or third parties, Developer at all times shall remain fully responsible for all obligations of Developer under this Agreement (including, without limitation all guaranty obligations) and the previous sentence in no way modifies any representations, warranties, covenants or agreements of Developer under this Agreement (including, without limitation, the representations, warranties, covenants or agreements set forth in Sections 9.2 or ARTICLE XIII below).

### ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

**3.1 Commencement Notice.** On or before commencement of construction of a given Phase, Developer shall provide a written notice to the City of Developer’s intention to commence construction for a given Phase (each a “**Commencement Notice**”). A Commencement Notice for a given Phase shall be delivered by Developer to the City on or before the following dates:

- (a) May 1, 2026 for Phase I;
- (b) June 1, 2028 for Phase II;
- (c) January 1, 2032 for Phase III;
- (d) January 1, 2037 for Phase IV; and
- (e) January 1, 2042 for Phase V.

To be effective, the applicable Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information for such Phase. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City for a given Phase, Developer will be deemed to not be ready to develop that Phase or any subsequent Phase or Phases and be in Default under this Agreement. If Developer does not timely cure any and all such Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), then the City shall have the ability to exercise all remedies available in this Agreement, in equity and at law (including, without limitation, terminating this Agreement as set forth in Section 1.2 above).

**3.2 Developer Improvements.** If Developer timely delivers the Commencement Notice and the Required Information applicable to a given Phase, Developer shall undertake, at Developer’s own expense, the improvements on the applicable Property set forth in final plans and specifications for the applicable Phase submitted by Developer and approved by the City consistent with applicable City ordinances (the “**Final Plans**”) and the following additional obligations and work on the Property pursuant to the terms and conditions of this Agreement (collectively, the “**Developer Improvements**”):

- (a) On or before January 1, 2029, the land and improvements on the Property shall have an assessed value of at least Eighteen Million Dollars (\$18,000,000.00);
- (b) On or before January 1, 2034, the land and improvements on the Property shall have an assessed value of at least Ninety-Seven Million Dollars (\$97,000,000.00);
- (c) On or before January 1, 2038, the land and improvements on the Property shall have an assessed value of at least One Hundred Eighty Million Dollars (\$180,000,000.00);

(d) On or before January 1, 2043, the land and improvements on the Property shall have an assessed value of at least Three Hundred Sixteen Million Dollars (\$316,000,000.00);

(e) On or before January 1, 2047, the land and improvements on the Property shall have an assessed value of at least Three Hundred Seventy Million Dollars (\$370,000,000.00);

(f) By closing on a conveyance of a portion of the Property for a particular Phase, Developer hereby agrees to complete the applicable Developer Improvements for the applicable Phase in a timely fashion and consistent with the Final Plans related thereto (as such Final Plans may be subsequently modified by mutual agreement of the City and Developer);

(g) Except for the City Improvements to be performed by the City and set forth in ARTICLE V below, Developer shall install, or have installed on the Property for each Phase:

(i) landscaping, including trees, shrubs, seeding or sod related to the improvements on the Property;

(ii) all electric, gas, telephone and cable services on the Property for the use and operation of the various lots on the Property and all street lighting;

(iii) all sanitary sewer, water laterals and the like, on the Property for the use and operation of the various lots on the Property, as well as connections of such laterals to sewer and water mains installed by the City;

(iv) all storm water drainage systems and facilities on the Property for the use and operation of the various lots on the Property, including drain tiles, pipes, detention ponds and retention ponds; and

(v) all erosion control measures related to the development of the Property;

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, water, sanitary sewer, impact fees and permit and license fees related to the Project; and

(i) Developer agrees to utilize sustainable building practices whenever practical, including, but not limited to: installation of photovoltaic systems; use of sustainable or recycled building materials; insulation, air sealing, and fenestration in compliance with Wisconsin IECC standards; adequate wiring and conduit for addition of electric vehicle charging stations; and installation of high-efficiency building systems and electric appliances. The City shall cooperate with Developer to leverage available incentives or subsidies wherever (and to the extent) possible.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

**3.3 Time of Performance.** Developer shall commence construction of each of the Phases on the Property within a reasonable time after delivering the Commencement Notice and Required Information to the City, and the applicable Developer Improvements shall be completed and available for occupancy as soon as reasonably possible but in no event after the applicable deadlines set forth in Section 3.5 below.

**3.4 Developer's Irrevocable Letters of Credit.** Contemporaneously with the conveyance by the City of a portion of the Property to Developer, Developer shall provide to the City irrevocable letters of credit from an FDIC-insured financial institution in an amount equal to Twelve Thousand Five Hundred Dollars (\$12,500.00) for each acre of land (rounded to the nearest acre) conveyed by the City to Developer. By way of example only, if the City conveys between 39.50 and 40.49 acres of land, Developer will provide a Five Hundred Thousand Dollar (\$500,000.00) irrevocable letter of credit, and if the City conveys between 40.50 and 41.49 acres, Developer will provide a Five Hundred Twelve Thousand Five Hundred Dollar (\$512,500.00) irrevocable letter of credit. Each irrevocable letter of credit shall be in the form and substance of the form irrevocable letter of credit attached hereto as **Exhibit E**, but, in any event, as approved by the City in the City's sole discretion. The purpose of each irrevocable letter of credit is to ensure reimbursement payments to the City as compensation for the City's cost of acquiring such Property, in the event Developer does not timely and substantially complete the Developer Improvements on the Property. The City shall have the right to draw on each irrevocable letter of credit pursuant to the terms of such irrevocable letter of credit at any time after there is a Default by Developer under this Agreement beyond all applicable cure periods.

The City will release and surrender the applicable irrevocable letter of credit (or any portion thereof) upon Developer's completion of the applicable Developer Improvements on such portion of the Property (with such completion to be evidenced by the City's issuance of a certificate of occupancy). Further, in the event the contemplated Developer Improvements for a given portion of the Property include multiple improvements or buildings, the applicable irrevocable letter of credit then outstanding and held by City shall be released in part on a pro-rata basis based on the following schedule:

Phase	Developer Improvements	Acres	Letter of Credit	Number of Buildings	Partial Release of Letter of Credit per Completed Building
I	\$18,000,000	15	\$187,500	28	\$6,700
II	\$79,000,000	50	\$625,000	104	\$6,000
III	\$83,000,000	27	\$337,500	28	\$12,100
IV	\$136,000,000	80	\$1,000,000	176	\$5,700
V	\$54,000,000	28	\$350,000	14	\$25,000

The City and Developer agree that: (a) the contemplated Developer Improvements shown in the chart above represent the current, anticipated development plan for the Property, and if the number of buildings in a given Phase change (as agreed to in writing by the City and Developer), the City and Developer will modify the partial release of the applicable letter of credit accordingly to account for the changed number of buildings in a given Phase, (b) the partial release of a letter of credit per completed building shown in the chart above is rounded to the nearest \$100.00 and the last partial release for each letter of credit may be in an amount less than the amount listed in the chart above, and (c) partial releases of any letter of credit held by the City shall not occur more than once every calendar quarter (January-March, April-June, July-September and October-December). Each letter of credit shall be terminated upon the City's release of all amounts ensured by such letter of credit.

**3.5 Progress and Quality of Work.** Upon commencement of the Developer Improvements for a given Phase, Developer shall proceed to the full completion of all of the Developer Improvements for such Phase with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 19.10. Subject to the foregoing, completion of each Phase (as evidenced by Developer receiving all certificates of occupancy and applicable governmental approvals for all Developer Improvements related to such Phase) shall occur on or before the following dates:

- (a) December 31, 2029 for Phase I;
- (b) December 31, 2033 for Phase II;
- (c) December 31, 2037 for Phase III;
- (d) December 31, 2042 for Phase IV; and
- (e) December 31, 2046 for Phase V.

All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

**3.6 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes, and Developer, at Developer's sole cost, shall obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.7 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.

**3.8 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval and any time thereafter when fulfilling its obligations under this Agreement. When necessary to protect the public health,

safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval of this Agreement and the Effective Date.

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

**3.10 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

**3.11 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property (that are still owned by Developer at the time of such casualty, loss or damage), Developer (or by an entity affiliated with Developer in any way or with a common owner(s) or member(s) as Developer or any entity affiliated with Developer in any way), Developer shall proceed diligently 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**"). In no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a casualty, loss or damage to restore the affected improvements, unless Developer can demonstrate (and the City agrees) that the level of casualty, loss or damage prevented Developer from completing the repairs and replacements within such time from using diligent efforts. If Developer fails to timely comply with all of the requirements in this Section 3.11, Developer shall be in Default under this Agreement as to all Phases of the Project and the City shall be entitled to the remedies provided in this Agreement and any other remedies available in equity or applicable law.

#### ARTICLE IV – DEVELOPER GUARANTY AND OBLIGATIONS

**4.1 Guaranteed Value.** The parties anticipate that the Property (which includes, for the avoidance of any doubt, all land and improvements) will have an equalized value for purposes of real property assessment ("**Equalized Value**") of not less than the following amounts (each an "**Anticipated Equalized Value**" and, collectively, the "**Anticipated Equalized Values**"):

- (a) By January 1, 2030, Eighteen Million Dollars (\$18,000,000.00);
- (b) By January 1, 2034, Ninety-Seven Million Dollars (\$97,000,000.00);
- (c) By January 1, 2038, One Hundred Eighty Million Dollars (\$180,000,000.00);
- (d) By January 1, 2043, Three Hundred Sixteen Million Dollars (\$316,000,000.00); and

- (e) By January 1, 2047, Three Hundred Seventy Million Dollars (\$370,000,000.00).

As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the Property related to a given Phase. By executing this Agreement, Developer, Luke Pelton and Cody Pelton (collectively, the “**Guarantors**”) each hereby jointly and severally guaranties that, on and after the following dates (each a “**Guarantied Value Date**” and, collectively, the “**Guarantied Value Dates**”), the Equalized Value of the land and improvements on the Property shall at all times on and after the most recent Guarantied Value Date during the life of the District be at least equal to the following amounts (each a “**Guarantied Value**” and, collectively, the “**Guarantied Values**”):

- (v) For Phase I, on or before January 1, 2030, the Equalized Value of the Property related to Phase I only shall be at least Eight Million Dollars (\$8,000,000.00, the “**Phase I Threshold**”);
- (w) For Phase II, on or before January 1, 2031, the Equalized Value of the Property related to Phase II only shall be at least Ten Million Dollars (\$10,000,000.00, the “**Phase II Threshold**”), except that Developer may include up to Three Million Dollars (\$3,000,000.00) of excess Equalized Value of the Property related to Phase I (Equalized Value in excess of the Phase I Threshold for Phase I improvements on the Property as set forth in (v) above) to apply to the Phase II Threshold;
- (x) For Phase III, on or before the third (3<sup>rd</sup>) anniversary of the first January 1 immediately succeeding Developer’s delivery of the Commencement Notice for Phase III, the Equalized Value of the Property related to Phase III only shall be at least Sixteen Million Dollars (\$16,000,000.00, the “**Phase III Threshold**”), except that Developer may include up to Seven Million Dollars (\$7,000,000.00) of excess Equalized Value of the Property related to Phase II (Equalized Value in excess of the Phase II Threshold for Phase II improvements on the Property as set forth in (w) above) to apply to the Phase III Threshold;
- (y) For Phase IV, on or before the third (3<sup>rd</sup>) anniversary of the first January 1 immediately succeeding Developer’s delivery of the Commencement Notice for Phase IV, the Equalized Value of the Property related to Phase IV only shall be at least Nineteen Million Dollars (\$19,000,000.00, the “**Phase IV Threshold**”), except that Developer may include up to Seven Million Dollars (\$7,000,000.00) of excess Equalized Value of the Property related to Phase III (Equalized Value in excess of the Phase III Threshold for Phase III improvements on the Property as set forth in (x) above) to apply to the Phase IV Threshold; and
- (z) For Phase V, on or before the third (3<sup>rd</sup>) anniversary of the first January 1 immediately succeeding Developer’s delivery of the Commencement

Notice for Phase V, the Equalized Value of the Property related to Phase V only shall be at least Sixteen Million Dollars (\$16,000,000.00, the “**Phase V Threshold**”), except that Developer may include up to Seven Million Dollars (\$7,000,000.00) of excess Equalized Value of the Property related to Phase IV (Equalized Value in excess of the Phase IV Threshold for Phase IV improvements on the Property as set forth in (y) above) to apply to the Phase V Threshold.

If either: (i) the Equalized Value of the Property is less than the Anticipated Equalized Value on the applicable date or dates provided in (a) through (e) of this Section 4.1 above, or (ii) the Equalized Value of the Property related to a given Phase is less than the most recent Guaranteed Value on or after the most recent Guaranteed Value Date, Developer shall be in Default under this Agreement. For a Default related to the Equalized Value of the Property being less than the Anticipated Equalized Value on the applicable date or dates provided in (a) through (e) of this Section 4.1 above, the City may terminate all rights of Developer under this Agreement with regard to any Phase currently in process or successive Phase(s) and enter into another development agreement(s) or other written agreement(s) with another developer(s) to complete any or all such uncompleted Phases of the Project. Notwithstanding the previous sentence, the City may permit, in the City’s sole discretion, Developer to complete all or any portion of the Developer Improvements under construction at the time of such Default.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 above but does not timely complete construction of the applicable Phase as herein provided, then Developer shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other sums (including, without limitation, Priority Project Costs) 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 (after all applicable cure periods).

**4.3 Guaranty Obligations.** If on or any time after the most recent Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the improvements on the Property for a given Phase or Phases is less than the most recent Guaranteed Value for such portion of the Property after including all permitted adjustments as a result of excess Equalized Value as set forth in Subsections 4.1(w) through 4.1(z) above (each a “**Shortfall Event**”), then Developer and each Guarantor shall owe the City an amount equal to the difference between (a) the Tax Increment the City otherwise would have received if the Equalized Value of the subject Property would have equaled the most recent Guaranteed Value for a given Phase, and (b) the Tax Increment received by the City on such Property 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 improvements on the Property for a given Phase or Phases increases to at least the most recent Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the subject Property is less than the most recent Guaranteed Value, Developer and/or each 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 improvements on the Property for a given Phase as of any January 1 is equal to or greater than the most recent Guaranteed Value for a given Phase: (i) the Default

related to non-compliance with the most recent Guaranteed Value requirement for such Property related to such Phase shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of all or any portion of the Property or the improvements on the Property below the applicable Guaranteed Value for the Property related to such Phase.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the City may, at the City's discretion, be deducted from any MRO payment (otherwise due to Developer) 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 each of the Guarantors 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 and each of the Guarantors 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 and each Guarantor pursuant to this Agreement shall be made within thirty (30) calendar days after written request for payment by the City.

## ARTICLE V – CITY IMPROVEMENTS

**5.1 City Work.** Within thirty (30) calendar days after receipt of the applicable Commencement Notice and the Required Information for a given Phase, the City shall commence designing the City Improvements (as hereinafter defined) related to the Phase for which the Commencement Notice and Required Information is provided. The City shall make, at its own expense, the improvements and perform the work listed on the attached **Exhibit F** (the “City Improvements”) within the construction schedule provided in **Exhibit F** and pursuant to the terms of this Agreement. If the City Improvements are not completed within the timeframes provided in **Exhibit F**, respectively, solely as a result of acts or omissions by the City (for example and for the avoidance of any doubt, force majeure events are not acts or omissions by the City), the City shall not be in default under this Agreement but any performance dates applicable to Developer Improvements that require the specific City Improvements (or any of them) to be complete shall be automatically extended for the same period of time as the delay of the completion of the City Improvements.

**5.2 Third Party Approvals.** The City represents to Developer that the City has obtained or will be able to obtain all federal, state and county approvals required to commence and complete construction of the City Improvements.

## ARTICLE VI – ACCESS; INSPECTIONS AND CONTRACTORS

**6.1 Access and Inspections.** Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon any and

all portions of the Property at all reasonable times before the City's issuance of a certificate of occupancy on a given portion of the Property, for the purposes of facilitating the City Improvements and the City's inspection of a given portion of the Property and the applicable Developer Improvements related to such portion of the Property and the Project.

**6.2 Inspections for City's Benefit Only.** Each inspection conducted by the City or the City's agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

**6.3 Contractors and Consulting Engineers.** At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform inspections as a result of Developer's failure to comply with the Final Plans, then such expenses will be at Developer's sole expense), including, without limitation:

- (a) to make periodic inspections for the purpose of assuring that construction is in accordance with the Final Plans and the requirements;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of the construction work; and
- (c) to review and advise the City of any proposed changes in the construction of the Developer Improvements or the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

## ARTICLE VII – MUNICIPAL REVENUE OBLIGATION

**7.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City's receipt of the Commencement Notice and all Required Information for Phase I, a non-interest-bearing municipal revenue obligation (the "MRO").

The amount paid under the MRO applicable to Phase I (the "**Phase I MRO**") shall equal *the lesser of*: (a) the sum of all payments made by the City on the Phase I MRO during the life of the District but in no event after the Final Payment Date (as defined below), and (b) One Million Six Hundred Thousand Dollars (\$1,600,000.00).

Within ninety (90) calendar days after the City's receipt of the Commencement Notice and all Required Information for Phase II, the City shall issue a separate MRO for Phase II (the "**Phase II MRO**") stating that the amount paid under the MRO for Phase II only shall equal the lesser of: (c) the sum of all payments made by the City on the Phase II MRO during the life of the District but in no event after the Final Payment Date, and (d) Fifteen Million Eight Hundred Thousand Dollars (\$15,800,000.00).

Within ninety (90) calendar days after the City's receipt of the Commencement Notice and all Required Information for Phase III, the City shall issue a separate MRO for Phase III (the "**Phase III MRO**") stating that the amount paid under the MRO for Phase III only shall equal the lesser of: (e) the sum of all payments made by the City on the Phase III MRO during the life of the District but in no event after the Final Payment Date, and (f) Sixteen Million Six Hundred Thousand Dollars (\$16,600,000.00).

Within ninety (90) calendar days after the City's receipt of the Commencement Notice and all Required Information for Phase IV, the City shall issue a separate MRO for Phase IV (the "**Phase IV MRO**") stating that the amount paid under the MRO for Phase IV only shall equal the lesser of: (g) the sum of all payments made by the City on the Phase IV MRO during the life of the District but in no event after the Final Payment Date, and (h) Twenty-Seven Million Two Hundred Thousand Dollars (\$27,200,000.00).

Within ninety (90) calendar days after the City's receipt of the Commencement Notice and all Required Information for Phase V, the City shall issue a separate MRO for Phase V (the "**Phase V MRO**") stating that the amount paid under the MRO for Phase V only shall equal the lesser of: (i) the sum of all payments made by the City on the Phase V MRO during the life of the District but in no event after the Final Payment Date, and (j) Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00).

Notwithstanding any provision herein to the contrary, if the Equalized Value of the Property is less than the Anticipated Equalized Value on any of the dates provided in Sections 4.1(a) through 4.1(e) above, the Developer shall be a Default under this Agreement and the City may (x) terminate all rights of Developer under this Agreement with regard to any Phase currently in process or successive Phase(s), (y) enter into another development agreement(s) or other written agreement(s) with another developer(s) to complete any or all such partially complete or incomplete Phases of the Project, and (z) amend the MRO applicable to the Phase for which such Default occurs to equal the lesser of: (i) the sum of all payments made by the City on the MRO for such Phase during the life of the District but in no event after the Final Payment Date, and (ii) twenty percent (20%) of the Equalized Values (as determined as of the date of such Default) of the portions of the Property for which the Developer installed "fully-completed Developer Improvements" for such Phase as of the time of such Default. For the avoidance of any doubt, a "**fully-completed Developer Improvement**" means a Developer Improvement that has received a certificate of occupancy from the City and all other required governmental approvals (from the City, state or otherwise) and, further, any Developer Improvement that is not a fully-completed Developer Improvement as of the time of such Default shall not be included in the 20% of the Equalized Values calculation referenced in (ii) above.

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 eighty percent (80%) of the difference between the Tax Increment actually received by the City 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 with regard to the Property or the Project (including, without limitation, the City Improvements, site preparation costs and expenses and other costs and expenses related to the Property or the Project) to the extent such eligible project costs are not directly financed by the debt service referenced in (i) above.

Notwithstanding any provision herein to the contrary, the City agrees to limit the amount of Priority Project Costs that can be reimbursed to the City out of Available Tax Increment prior to the eighty percent (80%) split to the Developer for each Phase of the Project as follows:

Phase	Priority Project Cost Cap
I	\$4,725,000
II	\$4,725,000
III	\$2,925,000
IV	\$10,225,000
V	\$1,625,000

For the avoidance of any doubt, Priority Project Cost amounts for a given Phase that exceed the Priority Project Cost cap amounts set forth in the table above, may be reimbursed out of Available Tax Increment but such amounts will not have priority over the applicable MRO payment to Developer and will need to be reimbursed out of the twenty percent (20%) split of Available Tax Increment retained by the City after the eighty percent (80%) split of Available Tax Increment payment is made to Developer.

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. For the purposes of this Agreement, "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 land and improvements on the Property for a given Phase that the Developer has installed Developer Improvements under this Agreement.

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 an MRO or a designated assign of such holder for a given Phase in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2029, and continuing to (and including) the earlier of the date such 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 for a given Phase 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 for such Phase. 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 for each applicable Phase of the Project 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 for such Phase is paid in full. If the MRO for a given Phase 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 for such Phase. Upon the earlier of the date the MRO for a given Phase is paid in full and the Final Payment Date, the MRO for such Phase shall terminate and the City’s obligation to make any payments under the MRO for such Phase shall be fully discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO for such Phase, after such date.

The MRO for a given Phase 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 for a given Phase 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 for such Phase, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO for such Phase, or the payment in full of the MRO for such Phase 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 for a given Phase except as set forth therein. Interests in the MRO for a given Phase may not be split, divided or apportioned.

**7.2 MRO Form.** The MRO for each Phase shall be substantially in the form attached to this Agreement as **Exhibit G** (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and the MRO for a given Phase. In the event of a conflict between the terms of this Agreement and the terms of the MRO for a given Phase, 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 for a given Phase, 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 for a given Phase after the application of such payment.

**7.3 Issuance of MRO and Payment Limitation.** Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any) throughout the term of this Agreement, the City will deliver the MRO for a given Phase to Developer within the timeframes provided in Section 7.1 above. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO for a given Phase, the City shall not be required to deliver the MRO for such Phase 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 for a given Phase to Developer, Developer shall make a written request to the City to deliver the executed MRO for a given Phase within thirty (30) calendar days after the date of such written request by Developer. The total amount of principal to be paid under the MRO for a given Phase shall in no event exceed ***the lesser of:*** (a) the sum of all payments made by the City on the MRO for such Phase during the life of the District but in no event after the Final Payment Date, and (b) the applicable amounts set forth in Section 7.1 above, as applicable. The City's obligation to make payments on the MRO for a given Phase 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. For the avoidance of any doubt, upon the occurrence of a Not to Exceed Election, the City shall continue to make payments on the MRO with regard to the Phase or Phases that precede the Not to Exceed Election, provided that Developer is not in Default under this Agreement.

**7.4 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 up to the applicable Priority Project Cost cap for each Phase. The estimated repayment schedule of the MRO for a given Phase shall be set forth in Schedule 1 to the MRO for such Phase. The City reserves the right to modify the repayment schedule for an MRO based upon market conditions, applicable Priority Project Costs and the actual and projected Available Tax Increment generated from the Project for such Phase. The Available Tax Increment for a given Phase held by the City each year shall be applied to the payment of principal due on the MRO for a given Phase 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's Common Council.

## ARTICLE VIII – ASSIGNMENTS AND CHANGES OF CONTROL

**8.1 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 H** 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 IX – ZONING, LAND USE AND RESTRICTIVE COVENANT

**9.1 Zoning Compliance.** The Project shall comply with all 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.

**9.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of any of the Property in any manner which would render such 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 with regard to an assessed value of the Property for a given Phase in an amount less than the Guarantied Value for such Phase (as set forth in Section 4.1 above). Developer agrees to record a deed restriction or restrictive covenant against the portions of the Property prior to any sale or leasing of any of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision and designate a proportionate Guarantied Value to such portion of the Property being sold, leased or otherwise transferred in relation to all of the Property related to such Phase and Guarantied Value. The deed restriction or restrictive covenant shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance acceptable to the City. This provision and the deed restriction or restrictive covenant 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 an interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

### 9.3 Land Dedications, Transfers and Easements for City Improvements.

Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the City for the construction and maintenance of the City Improvements. Any requests for easements or dedications shall require Developer's consent and shall not materially interfere with the construction or operation of the Developer Improvements or the long-term development plans of Developer. 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 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 or Commencement Notice for a given Phase, completion of the Developer Improvements or any default under 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, budget or Project cost delivered by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given;

(c) Developer (or any permitted successor or assign of Developer) or any Guarantor 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.

For the avoidance of any doubt, the occurrence of a Not to Proceed Election shall not be a Default under this Agreement.

## ARTICLE XI – REMEDIES

**11.1 Remedies.** In the event of a Default, the non-defaulting party shall provide written notice to 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,

conveying any portion of the City Property to Developer or making any payment obligations under any MRO issued pursuant to this Agreement; or

(iv) The City may terminate this Agreement in whole, as applicable, or partially, to the extent permitted herein (including, without limitation Section 1.2 above).

## ARTICLE XII – DEVELOPER REMEDIES FOR A DEFAULT BY CITY

**12.1 Written Notice.** In the event of a Default by the City, Developer shall provide written notice to the City of such Default and the actions necessary to cure the Default, to the extent known by Developer.

**12.2 Cure Period.** The notice shall provide the City at least thirty (30) days to cure the Default; however, the 30-day cure period may be extended to the period of time reasonably necessary to cure such Default, if the City 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) days from the date of Developer’s notice.

**12.3 Default by City Not Fully and Timely Cured.** In the event the Default is not fully and timely cured by the City, subject to Section 19.11 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 XIII– DEVELOPER REPRESENTATIONS AND WARRANTIES

**13.1 Developer Representations and Warranties.** Developer represents and warrants that:

(a) it is a Wisconsin limited liability company duly formed and validly existing in its state of origin, 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, its state of origin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute and deliver this Agreement;

(c) the execution, delivery, and performance of Developer’s obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound,

nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against it in accordance with their respective terms;

(e) 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 with regard to an assessed value of the Property that is at or below the Guaranteed Value; and

(f) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

**13.2 Developer Covenants.** Developer covenants that during construction of the Developer Improvements and prior to the issuance of a certificate of occupancy and other approvals and requirements in this Agreement, Developer will:

(a) expeditiously complete the development and construction of any and all Phases which it commences in a good and workmanlike manner and in accordance with all applicable statutes, ordinances and regulations, any restrictions of record and any Final Plans provided to the City regarding the Project;

(b) not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(c) discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of any and all Phases which it commences; but 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;

(d) take all reasonable steps to forestall claims of construction liens against the Property (or any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(e) take reasonable steps to forestall any threatened litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against such party which if successful against it would be reasonably likely to limit or impact the viability or completion of the Project (provided, however, that nothing herein shall prevent Developer from contesting any such action in good faith);

(f) maintain, at all times during construction on the Property, a policy of builder's risk completed value and non-reporting form of 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 value of the improvements on the Property;

(g) timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due; provided, however, that this provision shall not preclude such party from contesting in good faith such taxes, assessments or charges;

(h) deliver to the City's outside counsel, from time to time as a confidential trade secret and not allowing such evidence to become public records, evidence of the costs incurred by Developer related to the construction of the Phases; and

(i) provide to the City, promptly upon the City's request, any information deemed reasonably necessary by the City related to an MRO for a given Phase and the performance of such party 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 and each MRO issued in relation to this Agreement.

**13.3 Developer's Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent and warrant that he or she has full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**13.4 Repeating Representations.** On each Payment Date, Developer shall recertify in writing the representations, warranties and covenants set out in Sections 13.1 and 13.2 above as being true and correct as of each Payment Date.

**13.5 Developer Cooperation.** Developer warrants that it shall exercise all reasonable diligence and expend all reasonable efforts to undertake its obligations under this Agreement. Developer shall further work with the City in good faith to coordinate construction of the Developer Improvements so not to interfere with the City's performance of its obligations hereunder.

## ARTICLE XIV CITY REPRESENTATIONS

**14.1 City Representations and Warranties.** The City represents that:

(a) The City is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

## ARTICLE XV– SUCCESSORS AND ASSIGNS

**15.1 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 8.1 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 XVI – TERMINATION

**16.1 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) all MROs issued pursuant to this Agreement being paid in full, or
- (c) termination of the Agreement 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 XVII – NOTICES

**17.1** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; or (b) a commercially recognized overnight delivery service provides confirmation of delivery and addressed as follows:

If to the City:

City of Sheboygan  
Attention: City Administrator  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

with a copy to:

Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Ste 1000  
Milwaukee, WI 53202

If to Developer:

Timberwood Meadows, LLC  
Lucas J. Pelton  
400 Viking Drive  
Reedsburg, WI 53959

with a copy to:

Cross, Jenks, Mercer & Maffei LLP  
Attn: Robert K. Ginther, Esq.  
221 Third Avenue, PO Box 556  
Baraboo, WI 53913

## ARTICLE XVIII – APPLICABLE LAW

**18.1** 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 XIX – MISCELLANEOUS

**19.1 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.

**19.2 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.

**19.3 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.

**19.4 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.

**19.5 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.

**19.6 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.

**19.7 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.

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

**19.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City on all or a portion 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.

**19.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, quarantine restrictions, strike, lockout, supply shortages, labor 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 3.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues, labor supply 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.

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

**19.12 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.

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

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

STATE OF WISCONSIN    )  
  )I  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of March, 2026, the above-named Ryan Sorenson and Meredith DeBruin, the City Mayor and the City Clerk 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: TIMBERWOOD MEADOWS, LLC**

By: \_\_\_\_\_

Name: Lucas J. Pelton

Title: Manager

STATE OF WISCONSIN    )  
   ) I  
 SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_\_ day of March, 2026, the above-named Lucas J. Pelton, the Manager of Timberwood Meadows, 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 GUARANTORS FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND WE AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF OUR MARRIAGE AND FAMILY.

**GUARANTORS:**\_\_\_\_\_  
Lucas J. Pelton\_\_\_\_\_  
Cody K. Pelton**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Lucas J. Pelton or Cody K. Pelton, as applicable, 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.

\_\_\_\_\_  
Catherine M. Pelton, Spouse of Lucas J. Pelton\_\_\_\_\_  
Amy B. Pelton, Spouse of Cody K. Pelton

**LIST OF EXHIBITS**

- Exhibit A City Property
- Exhibit B Project
- Exhibit C Special Warranty Deed
- Exhibit D Permitted Encumbrances for Property
- Exhibit E Irrevocable Letter of Credit
- Exhibit F City Improvements
- Exhibit G MRO
- Exhibit H Members of Developer

**EXHIBIT A**  
**CITY PROPERTY**

The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin.

And

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin. EXCEPTING THEREFROM the following: Commencing at the East Quarter (E ¼) corner of said Section Sixteen (16); thence North Five Hundred Eighty (580.00) feet to the point of beginning; thence continuing North Four Hundred Fifty-two (452.00) feet; thence South Fifty-nine (59) degrees Twenty-two (22) minutes West Two Hundred Seventy-nine and Three Hundredths (279.03) feet; thence South Sixty-three (63) feet; thence South Thirty-five (35) degrees Forty-five (45) minutes East Fifty-four (54) feet; thence South Zero (00) degrees Thirty (30) minutes West Two Hundred Three (203.00) feet; thence East Two Hundred Ten and Thirty-one Hundredths (210.31) feet to the point of beginning, more particularly described and set forth as Lot 1 of that certain Certified Survey Map recorded as Document No. 1372997, in Volume 10 of Certified Survey Maps, on Page 339, in the Office of the register of Deeds for Sheboygan County, Wisconsin, on June 1, 1993, at 10:49 a.m.

For informational use only:

Tax Key #59030-458900 and 59030-458910

Property Address: Vacant Land on Moenning Road, Sheboygan, WI 53081

## EXHIBIT B

## PROJECT

PHASE	HOUSING TYPE	HOUSING UNITS	ANTICIPATED EQUALIZED VALUE
<b>Phase I</b>			
	Single-Family (Detached)	20	\$7,600,000
	Single-Family (Attached)	8	\$2,400,000
	Multi-family (10-30 units/building)	56	\$8,000,000
	Multi-Family (>30 units/building)	0	\$0
	<b>Phase I Totals</b>	<b>84</b>	<b>\$18,000,000</b>
<b>Phase II</b>			
	Single-Family (Detached)	73	\$27,740,000
	Single-Family (Attached)	62	\$18,100,000
	Multi-family (10-30 units/building)	56	\$8,000,000
	Multi-Family (>30 units/building)	126	\$25,160,000
	<b>Phase II Totals</b>	<b>317</b>	<b>\$79,000,000</b>
<b>Phase III</b>			
	Single-Family (Detached)	0	\$0
	Single-Family (Attached)	96	\$28,500,000
	Multi-family (10-30 units/building)	56	\$9,500,000
	Multi-Family (>30 units/building)	227	\$45,000,000
	<b>Phase III Totals</b>	<b>379</b>	<b>\$83,000,000</b>
<b>Phase IV</b>			
	Single-Family (Detached)	151	\$60,500,000
	Single-Family (Attached)	30	\$9,500,000
	Multi-family (10-30 units/building)	88	\$14,000,000
	Multi-Family (>30 units/building)	245	\$52,000,000
	<b>Phase IV Totals</b>	<b>514</b>	<b>\$136,000,000</b>
<b>Phase V</b>			
	Single-Family (Detached)	0	\$0
	Single-Family (Attached)	32	\$9,500,000
	Multi-family (10-30 units/building)	56	\$10,000,000
	Multi-Family (>30 units/building)	132	\$34,500,000
	<b>Phase V Totals</b>	<b>220</b>	<b>\$54,000,000</b>
	<b>Project Totals</b>	<b>1514</b>	<b>\$370,000,000</b>



**EXHIBIT C**  
**SPECIAL WARRANTY DEED**

**[SEE ATTACHED]**

DOCUMENT NO.	<b>SPECIAL WARRANTY DEED</b>
--------------	------------------------------

This Special Warranty Deed is made between the City of Sheboygan, Wisconsin (“**Grantor**”) and Timberwood Meadows, LLC (“**Grantee**”).

WITNESSETH:

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:

All of Grantor’s right, title and interest in and to the real property described in Schedule A attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Brion T. Winters, Esq.  
 von Briesen & Roper, s.c.  
 411 E. Wisconsin Ave., Suite #1000  
 Milwaukee, WI 53202

**This is not homestead property.**

**Parcel Identification Number**

**EXEMPT FROM REAL ESTATE TRANSFER TAX  
 PER WIS. STATS. § 77.25 (2).**

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a “Tax Incremental District Development Agreement” between Grantor and Grantee dated as of March 16, 2026, taxes and assessments levied in 202[ ] which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of Grantor’s Tax Incremental District No. 23, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land until the termination of Grantor’s Tax Incremental District No. 23.

Dated as of [ ], 202[ ].

**CITY OF SHEBOYGAN, WISCONSIN**

By: EXHIBIT  
 Name: \_\_\_\_\_  
 Title: City Mayor

Attest: EXHIBIT  
 Name: \_\_\_\_\_  
 Title: City Clerk

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF SHEBOYGAN)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202[\_\_\_], \_\_\_\_\_  
and \_\_\_\_\_, as City Mayor and City Clerk, respectively, of the City of  
Sheboygan, Wisconsin, and to me known to be the person who executed the foregoing  
instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

**EXECUTION VERSION****Schedule A****Legal Description of Real Property**

The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin.

And

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin. EXCEPTING THEREFROM the following: Commencing at the East Quarter (E ¼) corner of said Section Sixteen (16); thence North Five Hundred Eighty (580.00) feet to the point of beginning; thence continuing North Four Hundred Fifty-two (452.00) feet; thence South Fifty-nine (59) degrees Twenty-two (22) minutes West Two Hundred Seventy-nine and Three Hundredths (279.03) feet; thence South Sixty-three (63) degrees Thirty-five (35) minutes West Two Hundred Three (203.00) feet; thence East Two Hundred Ten and Thirty-one Hundredths (210.31) feet to the point of beginning, more particularly described and set forth as Lot 1 of that certain Certified Survey Map recorded as Document No. 1372997, in Volume 10 of Certified Survey Maps, on Page 339, in the Office of the register of Deeds for Sheboygan County, Wisconsin, on June 1, 1993, at 10:49 a.m.

For informational use only:

Tax Key #59030-458900 and 59030-458910

Property Address: Vacant Land on Moenning Road, Sheboygan, WI 53081

**Schedule B****Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified on the Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Section Two in the Title Insurance Commitment issued by [ ] Title Insurance Company as Commitment Number [ ].

**EXHIBIT D****PERMITTED ENCUMBRANCES FOR PROPERTY**

- 1. Driveway and Well Agreement and Electric Line Easement, dated June 18, 1993 and recorded in Volume 1283 of Records, pages 41/45 on June 24, 1993, as Document No. 1375408.**
- 2. Easement to Wisconsin Telephone Company, dated November 5, 1945 and recorded in Volume W of Contracts, pages 171/172 on January 31, 1946, as Document No. 469205.**
- 3. Possible lien or reassessment pursuant to Sec. 74.485, Wis. Stats, for conversion of land's use from agricultural.**

**EXHIBIT E**  
**IRREVOCABLE LETTER OF CREDIT**

**[SEE ATTACHED]**

**IRREVOCABLE LETTER OF CREDIT**

**Borrower:** Timberwood Meadows LLC  
 S1930 Glen Valley Dr  
 Reedsburg, WI 53959-9652

**Lender:** Bank of Wisconsin Dells  
 Main Branch  
 716 Superior St  
 PO Box 490  
 Wisconsin Dells, WI 53965

**Beneficiary:** City of Sheboygan  
 828 Center Ave  
 Sheboygan, WI 53081

**NO.: 123456**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 10-09-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Ten Thousand & 00/100 Dollars (\$10,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: A statement executed by an authorized representative of the City of Sheboygan, and stating that the amount of the invoice(s) presented concurrently with this statement (A) has/have not been paid to the City of Sheboygan, and (B) the City of Sheboygan, has determined in good faith, to be due and owing to the City of Sheboygan, by Timberwood Meadows LLC.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Bank of Wisconsin Dells IRREVOCABLE LETTER OF CREDIT NO. 123456 DATED 10-09-2025," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Wisconsin.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 123456 - TM LOC Ex

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Page 2

Dated: October 9, 2025

LENDER:

BANK OF WISCONSIN DELLS

By: \_\_\_\_\_  
Sean Brennan, VP/Commercial Loan Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LetterPro, Ver. 25.1.10.006 Copr: Pitman USA Corporation 1997, 2025. All Rights Reserved. - W1 C:\ASERPRO\CTE\PL\LOC.FC TR-7180 PS-11

**EXHIBIT F**  
**CITY IMPROVEMENTS**

<u>Date</u>	<u>Responsible Party</u>	<u>Phase</u>	<u>Task</u>
5/1/2026	Developer	1, 2	Provide sewer lateral and water service locations and sizes
6/1/2026	City	1, 2	Complete Site Grading***
10/31/2027	City	All	Sanitary Sewer Service to Property via Southside Interceptor
10/31/2027	City	1, 2	Sanitary Sewer, Storm Sewer, Watermain, Roadway (includes water service and sanitary sewer laterals to building sites). Does not include the roadway identified as 18 <sup>th</sup> Street.
12/31/2031	Developer	3	Provide sewer lateral and water service locations and sizes
12/31/2032	City	3	Filling/grading, including Regional Stormwater Facilities
12/31/2032	City	3	Sanitary Sewer, Storm Sewer, Watermain, Roadway (includes water service and sanitary sewer laterals to building sites).
12/31/2032	City	-----	18 <sup>th</sup> Street from Stahl Rd to the north line of Gartman Development
12/31/2036	Developer	4	Provide sewer lateral and water service locations and sizes
12/31/2037	City	4	Filling/grading, including Regional Stormwater Facilities
12/31/2038	City	4	Sanitary Sewer, Storm Sewer, Watermain, Roadway (includes water service and sanitary sewer laterals to building sites).
12/31/2041	Developer	5	Provide sewer lateral and water service locations and sizes
12/31/2042	City	5	Filling/grading, including Regional Stormwater Facilities
12/31/2042	City	5	Sanitary Sewer, Storm Sewer, Watermain, Roadway (includes water service and sanitary sewer laterals to building sites).

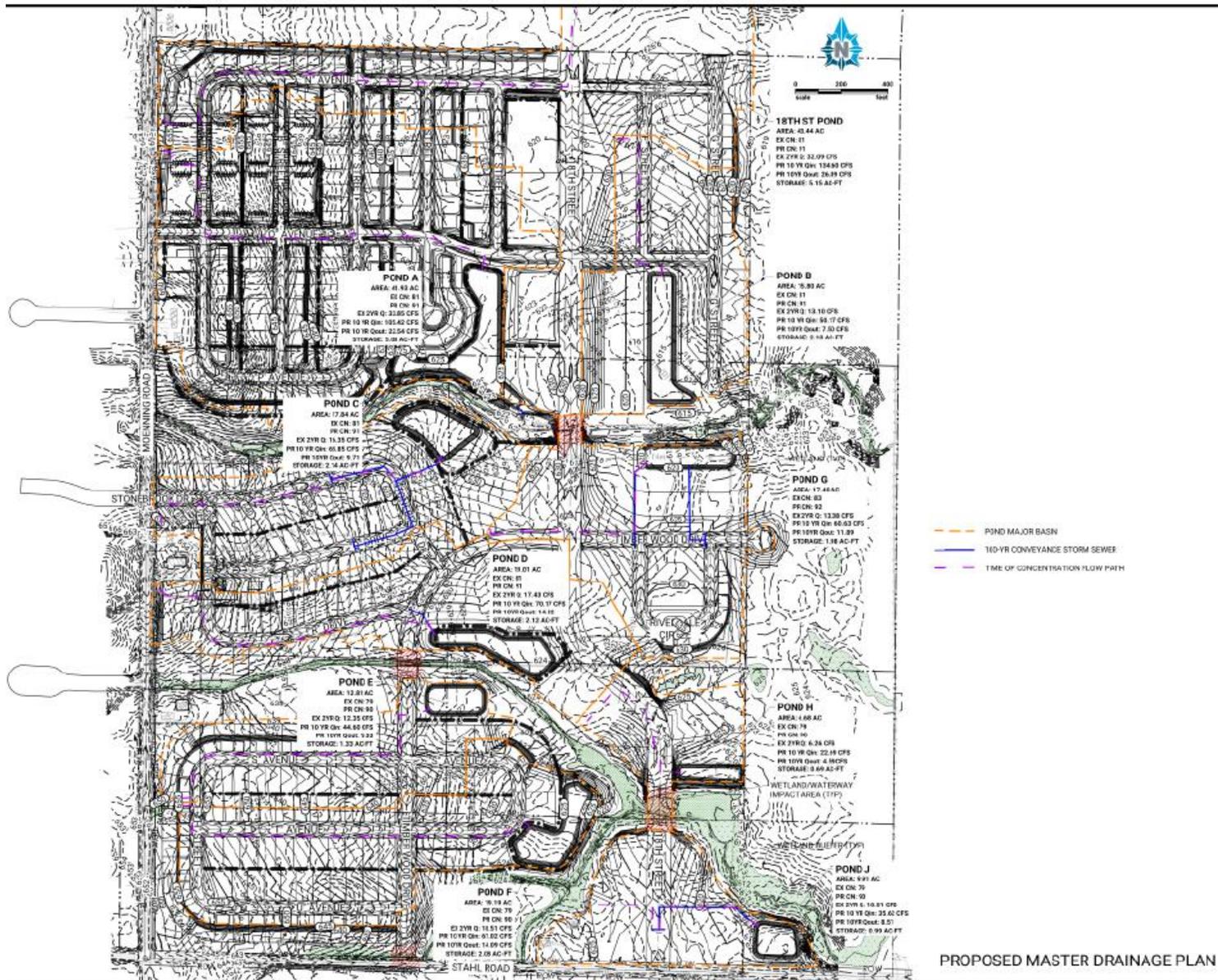
Note:

Completion dates for Phases 1-5 above are based on starting design within 30 days following receipt of the appropriate Commencement Notice and Required Information as noted in Article V, Section 5.1 of the Agreement. These completion dates may be delayed if Developer does not provide all notices and information timely.

All filling/grading for Phases 3-5 must be completed prior to start of the appropriate improvement construction.

For the avoidance of any doubt, all private utilities, street lighting, and landscaping are the responsibility of Developer.

**\*\*\* “Complete Site Grading” means that the City achieves finish grades within two (2) vertical feet of the grading set forth in the “Proposed Master Grading Plan” below. For the avoidance of any doubt, the City is not responsible for final fine grading/topsoil placement as part of the City Improvements for “Complete Site Grading.”**



**EXHIBIT G****MRO**

UNITED STATES OF AMERICA  
 STATE OF WISCONSIN  
 COUNTY OF SHEBOYGAN  
 CITY OF SHEBOYGAN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$[_____]

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**City**”), promises to pay to Timberwood Meadows, 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. 23, 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 March 16, 2026, 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 March 16, 2026 by and between the City and Developer (the “**Development Agreement**”). This MRO is issued in relation to Phase \_\_\_ of the Project and is referenced in the Development agreement as the “Phase \_\_\_ MRO.” 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 Phase \_\_\_ of the Property and, to the extent applicable, a portion of Available Tax Increment generated by a prior Phase of the Project as expressly permitted in the Development Agreement and as each are 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 for a given Phase 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 Sections 7.1 and 7.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed *the lesser of*: (a) 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, and (b) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 7.1, 7.3 and 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.



**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, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
October 31, 2043	\$ _____
October 31, 2044	\$ _____
October 31, 2045	\$ _____
October 31, 2046	\$ _____
October 31, 2047	\$ _____
October 31, 2048	\$ _____
October 31, 2049	\$ _____
October 31, 2050	\$ _____
October 31, 2051	\$ _____
<hr/> <hr/>	
Total	Up to \$ _____

**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 Registration

Name of Registered Owner

Signature of City Clerk

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**EXHIBIT H****Members of Developer****MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

- (1) Lucas J. Pelton (45%)
- (2) Cody K. Pelton (28%)
- (3) Mark J. Pelton and Shaun K. Pelton, trustees, or their successors in interest, of the Mark J. Pelton and Shaun K. Pelton Revocable Trust dated October 27, 2006 (17%)
- (4) NBT Real Estate, LLC (10%)

**CITY OF SHEBOYGAN  
RESOLUTION 192-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Cuttell Motorsports, LLC dba IHRA regarding the terms and understanding between the parties with regard to the 2026 and 2027 Midwest Challenge offshore powerboat racing events.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Cuttell Motorsports, LLC dba IHRA, 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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SHEBOYGAN, WISCONSIN  
AND  
CUTTELL MOTORSPORTS, LLC DBA IHRA**

This Memorandum of Understanding (“MOU”) is hereby made and entered into by and between the City of Sheboygan, Wisconsin, (“City”), and Cuttell Motorsports, LLC dba IHRA, (“IHRA”).

**1.0 SCOPE AND PURPOSE.** This MOU is intended to outline each party’s commitments and responsibilities for a 2026 and 2027 Midwest Challenge offshore powerboat racing event (“the event” or “the events”). The parties acknowledge the substantial economic benefits incurred by the City and surrounding areas from hosting the events as well as the substantial planning and communication necessary to ensure each event takes place with limited disruption to public health and safety, while minimizing taxpayer costs.

1.1 The 2026 event will take place August 7-9, 2026

1.2 The 2027 event will take place August 13-15, 2027, or another date mutually agreed to by the parties at least 90 days prior to the event.

**2.0 ROLES AND RESPONSIBILITIES**

2.1 City of Sheboygan will:

1. Supply to IHRA contact information for key personnel including the Mayor, City Administrator, Police Chief, Fire Chief, and Director of Public Works.
2. Advertise for each event via the City’s media platforms.
3. Supply portable toilet facilities in public areas for spectator use that includes the following:
  - a. Downtown street party.
  - b. King Park activated area.
  - c. South Pier activated area (not to include the designated VIP Hospitality areas).
4. Timely review for sufficiency and consider for approval all applications for permits, licenses, and permissions required by the City. This obligation does not extend to any permits, licenses, or permissions required by county, state, or federal authorities.
5. Supply sufficient law enforcement and fire safety personnel to maintain safe vehicular and pedestrian ways, to assist with emergency response, and to work in partnership with the security personnel supplied by IHRA.
6. Supply access to City-owned or controlled parking lots for race teams, safety craft, and hospitality vendors based upon requests submitted by IHRA to the City at least 45 days prior to the event. Should such parking lots be farther from the event than walking distance, IHRA agrees that it will bear logistical and

financial responsibility for transporting those individuals between the parking lot(s) and event. If City-owned buses are desired to support IHRA's transportation responsibility, IHRA agrees to coordinate with City of Sheboygan Shoreline Metro at least 60 days prior to the event for the rental of such vehicles and to bear costs associated with such use.

7. Provide boat ramp access for race teams.
8. Coordinate with IHRA's crane contractor for placement of two cranes near the boat ramp.
9. Activate King Park for spectator and public engagement.
10. Activate the downtown area for a street party the Friday before the race between the hours of 3pm and 10pm, which shall at least include:
  - a. Coordination of rental of parking lot(s) for food truck vendors.
  - b. Coordination of food truck vendor sign up.
  - c. Supplying event tables and chairs for entertainment spectators and food truck patrons.
  - d. Coordination of performance groups to provide live music entertainment between the hours of 5pm and 10pm.
  - e. Coordination with local non-profit for alcohol licensing and beverage service.

2.2 Cuttell Motorsports, LLC dba IHRA will:

1. Sanction the 2026 and 2027 IHRA Offshore Series powerboat racing events as national championship rounds.
2. Comply with all applicable City, County, State, and Federal rules and regulations.
3. Submit to the City an event management plan that covers each of the following items to the City of Sheboygan at least 90 days prior to the event date:
  - a. Emergency protocol addressing emergency issues that may arise at the race location(s), or any other area under IHRA's care and control.
  - b. A list of key contacts including names, roles, and phone numbers where each contact may be reached during the event. Such list shall include, at minimum, individuals responsible for security and medical services, event management, race management, street party management, set-up and tear-down logistics management, and security services.
  - c. Supply security and medical response personnel for the event.
4. Submit to the City an event map for each day associated with the event that includes at least the following at least 90 days prior to the event:
  - a. Identification of vendor spaces, racing area(s), IHRA personnel station(s), emergency station(s), spectator viewing area(s), VIP and hospitality area(s), equipment staging, etc. will be located.
  - b. Identification of food and/or beverage areas.

- c. Dates for which each area will be set up, taken down, and activated.
5. Obtain all necessary permits, licenses, permissions for activities associated with the event, including any applicable local permits or licenses as may be required at least thirty days prior to the event. The City of Sheboygan does not waive permitting requirements for special events.
6. Submit to the City proof of insurance coverage for all racing classes and event activities at least 60 days prior to the event. Such insurance shall list the City of Sheboygan as additional insured.
7. Deploy a safety team, including a jet ski safety fleet, and a dedicated medical director to coordinate with local EMS.
8. Supply toilet and wash facilities for all ticketed or restricted-access areas designated for IHRA staff, participants or hospitality guests and areas such as the “Hot Pits” and “VIP Hospitality”.
9. Supply temporary fencing as requested by the City to effectively partition areas from public access.
10. Assist in the management of a street party the Friday before the race, which shall at least include:
  - a. Supplying the City with an accurate number of participating boats at least 60 days prior to the street party;
  - b. Coordinating with race teams to ensure timely positioning of boats for the event;
  - c. Ensuring that boat participants remain in their designated positions until 9pm.
  - d. Coordinating with the City to minimize disruption to regular activities near the street party location;
11. Manage the race, which shall at least include:
  - a. Issue race instructions to all participating teams in advance.
  - b. Conduct risk assessments to ensure the safety of all participants and spectators. Such assessments shall be shared with the City police and/or fire chief when requested.
  - c. Supply key staff, including but not limited to: Chief Referee, Assistant Referees, Operational Setup Crew, Race Management Staff, and Television and Media Team.
  - d. Design race course and manage official boats for monitoring race events.
  - e. Manage team registrations and collecting fees.
  - f. Manage ticket sales and any VIP and/or Hospitality areas.
  - g. Coordinate and oversee helicopter activity.
  - h. Supply two cranes with a minimum of 100 ton lifting capacity and manage crane activity. If such activities are contracted to a third party,

IHRA shall require that the City of Sheboygan be listed as additional insured on the third party's insurance policy and shall supply the City with a certificate of insurance evidencing same. Such proof shall be provided at least 60 days prior to the event.

- i. Supply a podium structure for awards.
- j. Managing sponsorship and branding.
- k. Supply prizes for participating teams.

**3.0 MUTUAL UNDERSTANDING AND AGREEMENT.** Each party will handle their own activities and use their own resources, including expenditure of their own funds, in pursuing the objectives and responsibilities set forth herein. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Any information furnished to the City from IHRA is subject to Wisconsin's public records laws unless such information is otherwise exempt from disclosure.

#### **4.0 PRINCIPAL CONTACTS**

##### **City of Sheboygan**

Casey Bradley, City Administrator  
 828 Center Ave., Sheboygan, WI 53085  
 (920) 459-3287  
[Casey.bradley@sheboyganwi.gov](mailto:Casey.bradley@sheboyganwi.gov)

##### **Cuttell Motorsports, LLC dba IHRA**

Thomas Covington  
 8415 Firebird Drive, Suite #500 Fairfield, OH 45011  
 (205) 895-5823  
[Thomas@IHRA.com](mailto:Thomas@IHRA.com)

**5.0 COMMENCEMENT, EXPIRATION/TERMINATION, AND MODIFICATION.** This MOU is effective upon final party execution and shall expire August 31, 2027. If either party determines that it is not feasible to proceed with the 2027 event, they must provide written notice no later than January 31<sup>st</sup> 2027, to allow sufficient time for planning adjustments. This MOU may be amended upon written agreement by the parties.

**6.0 NO PRIVATE RIGHT OF ACTION.** This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a person against the City of Sheboygan, its officers, employees, agents, officials, or assigns.

**7.0 APPROPRIATION OF FUNDS.** Notwithstanding any other provision of this MOU and pursuant to Wis. Stat. s. 65.06(1), if funds for the continued fulfillment of this MOU by the City are at any time not forthcoming or are insufficient, through failure of any entity, including

the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this MOU without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the MOU to meet its obligations hereunder in full.

8.0 **USE OF CITY PROPERTY.** Any property belonging to the City of Sheboygan or Sheboygan Redevelopment Authority being provided for use by IHRA shall be used in a responsible manner and only for the purposes provided in this MOU. No changes, alterations, or additions shall be made to the property unless otherwise authorized by City or Redevelopment Authority, as the case may be.

9.0 **ACCESS TO RECORDS.** IHRA understands that the City is bound by the Wisconsin Public Records Law and, as such, this MOU is subject to that law. IHRA acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the MOU. IHRA must defend and hold the City harmless from liability under the Public Records Law. Except as otherwise authorized, such records shall be maintained for a period of seven years after the final event for which this MOU applies.

**CITY OF SHEBOYGAN**

**Cuttell Motorsports, LLC dba IHRA**

\_\_\_\_\_



Ryan Sorenson, Mayor

Leah Martin

\_\_\_\_\_

\_\_\_\_\_

Meredith DeBruin, City Clerk

**CITY OF SHEBOYGAN  
RESOLUTION 193-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION adopting changes to the Police Department Table of Organization and the Compensation Plan pursuant to Sheboygan Municipal Code Sections 18-46 and 18-47 made effective 3-29-26.

WHEREAS, Sections 18-46 and 18-47 of the Sheboygan Municipal Code provide that the classification plan, consisting of the Table of Organization and compensation grades of the positions of employment in City service are kept and numbered in the supplement to the Municipal Code on file in the City Clerk’s office; and

WHEREAS, a review of several limited term positions was completed ahead of the adoption of the Limited Term Employee (LTE) wage scale; and

WHEREAS, the Human Resources and Police Departments recognized two positions that have been classified as LTE for a substantial length of time that would be more appropriately classified as regular, part-time positions including the Records Specialist Clerk – MEG Unit and Records Specialist Clerk - PT; and

WHEREAS, the proposed changes will provide the Police Department with scheduling flexibility and consistency of pay and benefits amongst positions; and

WHEREAS, the budget impact of both position changes is minimal and is able to be covered within the 2026 budget as adopted.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts changes to the Table of Organization and Compensation Plan reflecting the placement of the Records Specialist Clerk – MEG Unit at Grade 7.

BE IT FURTHER RESOLVED: That the Common Council hereby adopts the reclassification of the previously budgeted limited term, part-time Records Specialist position to a regular, part-time position and placement on the Table of Organization at Grade 7.

BE IT FURTHER RESOLVED: That the Finance Director is to prepare the 2027 budget with these changes reflected accordingly.

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 195-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to sign the January 1, 2026 - December 31, 2028 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, 2026 - December 31, 2028 contract between the City of Sheboygan and Amalgamated Transit Union, Local 998, as amended to incorporate all changes as described in the attached Tentative Agreement dated January 27, 2026.

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

## Tentative Agreement

### Between the City of Sheboygan and the Amalgamated Transit Union, Local 998

*January 27, 2026*

The City and the ATU Local 998 agree to maintain and carry forward all other provisions of the previous collective bargaining agreement, with the following exceptions as proposed:

1. **Contract Dates: Article I, Section I** – Duration of the agreement shall be “in force and effect from January 1, 2026 until its expiration date December 31, 2028.”
  
2. **Article XX – Uniforms.** Modify the following sentence starting in line 1355: “If approved by management, either a ~~maroon-burgundy~~ or dark blue button-down sweater, v-neck sweater, a ~~maroon-burgundy~~ or light-blue long or short sleeve shirt or polo, summer skorts, or navy-blue vest will be allowed as part of the uniform.
  
3. **Money**
  - a. **Article XXIV Section 3 Base Pay Rates.** The City proposes the following wage increases which go into effect on the first full payroll period in the year after the date identified below:
    - January 1, 2026 – 2.75% across the board increase
      - Set base rate for all Class D/E Drivers to be \$20.06 before applying the ATB increase and delete old Base rate
    - January 1, 2027 – 2.75% across the board increase
      - Add 0.5% to Class D/E Driver rates after applying the January 1, 2027 ATB increase
    - January 1, 2028 – 2.75% across the board increase
      - Add 0.5% to Class D/E Driver rates after applying the January 1, 2028 ATB increase
  - b. **Article XXIV Section 4 Longevity.** Adjust the 20-year step for employees hired prior to January 1, 2014 to increase the difference from 9.0% to 10% for employees with more than 20-years of service, with the change in percentage effective the first full payroll period in 2026.
  
4. **Article VI – Grievance Procedure.** Modify the following sentence starting in line 280: “Electronic vehicle tracking/surveillance equipment and data created exclusively by Artificial Intelligence will not be the sole source of disciplinary action.

This represents the complete proposal from the City, and the City reserves the right to add, change, or withdraw any of the items from this proposal in subsequent offers.

\_\_\_\_\_  
PRESIDENT, ATU LOCAL 998

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION STEWARD, ATU LOCAL 998

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TRANSIT DIRECTOR, CITY OF SHEBOYGAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HUMAN RESOURCES DIRECTOR  
CITY OF SHEBOYGAN

\_\_\_\_\_  
DATE

**FINAL LABOR AGREEMENT  
Between**

**CITY OF SHEBOYGAN**

**-and-**

**AMALGAMATED  
TRANSIT UNION  
Local 998**

**January 1, 2026**

**to**

**December 31, 2028**

*Resolution 145-23-24 approved by the Sheboygan Transit Commission on January 16, 2024, Finance & Personnel on January 22, 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 1<sup>st</sup>, 2026 until its  
41 expiration date December 31, 2028.  
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

47 days of their probationary period and whose occupations are listed in the wage schedules  
 48 attached to this Agreement.  
 49 The Union agrees that it will not include or retain as members supervisory, professional or clerical  
 50 employees. Supervisory employees are recognized to be;  
 51 A. Those who have the right to employ and discharge or whose recommendation is relied  
 52 upon by a superior in employing or discharging.  
 53 B. Those who assign.  
 54 C. Those that administer discipline or recommend administrating discipline.

55  
 56 All benefit provisions of this agreement apply only to regular full-time employees as defined  
 57 unless expressly provided otherwise.

58  
 59 Except as otherwise noted, all non-benefit sections of the current labor agreement will apply to  
 60 any para-transit operators who may be hired by the City of Sheboygan.

61  
 62 **Section 2.**

63 The names of the duly chosen representatives of the bargaining unit and negotiating committee  
 64 shall be submitted to the proper City officials. The negotiating committee shall consist of no  
 65 more than five (5) representatives.

66  
 67 Reasonable attempts shall be made to conduct negotiations outside of the regularly scheduled  
 68 work hours of designated Union representatives insofar as is practicable. When negotiations are  
 69 conducted during the regularly scheduled work hours of the members of the Union's negotiating  
 70 committee, the parties shall alternate responsibility (starting with the Employer) for paying an  
 71 amount representing what the employees would have earned during their regularly scheduled  
 72 work hours for that period of time such Union representatives are present at such meetings,  
 73 including a reasonable period of time occasioned by their leaving and returning to their place of  
 74 employment, not to exceed four (4) such representatives when it is the City's turn. When  
 75 negotiations are scheduled, Union committee members will not be required to work unless  
 76 otherwise agreed to, irrespective of whether their regular work hours may be different or  
 77 otherwise not concurrent with the negotiations.

78  
 79 **ARTICLE III -- CHECK OFF & UNION SECURITY**

80 **Section 1.**

81 The employer agrees to deduct each month from the wages of each employee who signs a check-  
 82 off authorization and assignment, the amount of his current monthly Union dues set forth by the  
 83 By-Laws of the Union and twice a month, as close as possible to the 15th (fifteenth) and 30<sup>th</sup>  
 84 (thirtieth) of each month remit the total of such deductions, together with a list of deductions to  
 85 the Financial Secretary of the Union. It is understood that such check-off authorizations are  
 86 revocable in the manner stipulated therein. A copy of such check-off authorization is attached  
 87 hereto marked Exhibit "A", and is part of this Agreement (see Addendum #1). Union dues will be  
 88 deducted bi-weekly.

89  
 90 The City agrees to also deduct, at the employee's written request, initiation fees, Committee on  
 91 Political Education (COPE) and group auto insurance premiums. All deductions are to be taken as  
 92 a single Union deduction and separated at the Union office when submitted. Changes in the  
 93 amount to be deducted shall be by written notification from the employee to the Finance  
 94 Department at least 60 days before the effective date of any change.

95 **Section 2.**

96 The Union accepts full responsibility for obtaining check-off authorizations from its members and  
 97 delivering such authorizations to the Employer. Check-off authorizations must be delivered  
 98 fifteen (15) days before the dues payday of the month. It is understood that payroll deductions  
 99 made under this arrangement will be one (1) month in advance.

100

101 **Section 3.**

102 All employees must become members of Local Union ATU 998 after thirty (30) days of  
 103 employment and shall remain members in continuous good standing in the Union as a condition  
 104 of continued employment with the City provided, however, that such condition of employment  
 105 shall not apply with respect to employees to whom membership is not available upon the same  
 106 terms and conditions as are generally applicable to any other member or with respect to  
 107 employees to whom membership was or is denied or terminated for any reason other than the  
 108 failure of the employee to tender the periodic dues, initiation fees and assessments uniformly  
 109 required as a condition of acquiring or retaining membership.

110

111 **ARTICLE IV -- UNION ACTIVITY**

112 **Section 1.**

113 The City agrees to provide space for a Union bulletin board. No materials shall be posted thereon  
 114 except notices of Union meetings, information regarding Union business, and social affairs.  
 115 Notices or announcements shall not contain anything political or anything reflecting adversely  
 116 upon the City, any of its employees, or any labor organization among its employees; and no  
 117 material, notices, or announcements which violate the provisions of this section shall be posted.  
 118 Any Union authorized violations of this section shall entitle the City to cancel immediately the  
 119 provisions of this section. Locked case to be paid for and provided by the Union.

120

121 **Section 2.**

122 No Union member or officer shall conduct any Union business on City time except as expressly  
 123 provided in this Agreement. No Union meetings shall be held on City time or property.

124

125 **Section 3.**

126 No Union member shall be denied union representation.

127

128 Management agrees that it will not assign bargaining unit work to supervisory employees that  
 129 would exceed twenty percent 20% of their time. Said bargaining unit work will primarily be in the  
 130 areas of training and instructing employees, performing work in emergencies or due to  
 131 extenuating circumstances, and filling in for absences when other qualified employees are not  
 132 readily available.

133

134 **ARTICLE V --MANAGEMENT RIGHTS**

135 **Section 1.**

136 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects  
 137 in accordance with its responsibilities, and the powers or authority which the City has not officially  
 138 abridged, delegated, or modified by this Agreement are retained by the City. The Union  
 139 recognizes the exclusive. right of the City to establish reasonable work rules. The Manager will  
 140 notify the Union President of any new or changed work rule that affects working conditions  
 141 before it is posted.

142

143 All new employees shall be furnished with a copy of the present rules and regulations upon  
144 employment.

145  
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.

148  
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.

152  
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.

155  
156 **Section 2.**

157 The City has the right to schedule overtime as required.

158  
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.

161  
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.

165  
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.

169  
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.

173  
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.

178  
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.

182  
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.

190

191 **Section 4.**

192 The management and operation of the buses including, but not limited to, the direction of all  
 193 employees, the determination of necessary minimum qualifications for any job, the appraisal of  
 194 the qualifications of any individuals for a particular job, and the establishment of hours to be  
 195 worked are reserved by and shall be vested exclusively in the City.

196

197 **Section 5.**

198 The City may utilize personnel provided under grants, juvenile restitution programs, and welfare  
 199 programs to perform temporary, seasonal work and clean up and repair vandalism.

200

201 **ARTICLE VI -- GRIEVANCE PROCEDURE**

202 **Section 1.**

203 A grievance under this Agreement is a written complaint arising under and during the term of this  
 204 Agreement filed by either an authorized representative of, or an employee in, the bargaining unit  
 205 involving the interpretation or application of express provisions of this Agreement. The parties,  
 206 recognizing that an orderly grievance procedure is desirable, agree that each step must be  
 207 adhered to as set forth herein or the grievance is forfeited. The time limits set forth in this Article  
 208 shall exclude Saturdays, Sundays and Holidays. During the first thirty (30) days of probation, the  
 209 employees shall not have access to the grievance procedure. During the remaining sixty (60)  
 210 days, employees shall have access to the first two (2) steps of the grievance procedure. At no  
 211 time during the ninety (90) day probationary period shall the employee have access to the  
 212 arbitration procedure.

213

214 All grievances must be filed within seven (7) working days after occurrence of the circumstances  
 215 giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance  
 216 shall be deemed to exist.

217

218 Any grievance involving discharge shall be initiated in writing by the employee/union, at Step 2 of  
 219 the grievance procedure within seven (7) working days of the discharge.

220

221 **Section 2.**

222 Any employee having a complaint shall first take up the matter with his immediate supervisor. If  
 223 no satisfactory answer or disposition is received within seven (7) working days, the complaint shall  
 224 be processed as follows:

225

226 Step 1: The complaint shall be written and submitted to the supervisor within 7 working  
 227 days. The supervisor shall, within 7 working days of receiving the complaint, record  
 228 his/her disposition.

229

230 Step 2: Failing to resolve the grievance in the first step, the steward shall within seven (7)  
 231 working days of receipt of the supervisor's disposition present an appeal in writing and  
 232 take up the matter with the department manager or his designated representative. The  
 233 manager or his designated representative shall, within seven (7) working days of receipt  
 234 of the grievance, record his disposition.

235

236 Step 3: Failing to resolve the grievance in the second step, the steward shall within seven  
 237 (7) working days of receipt of the department manager's disposition present an appeal in  
 238 writing and take up the matter with the Human Resources Director or his/her designated

239 representative. The Director or his designated representative shall, within seven (7)  
 240 working days of receipt of the grievance, record his disposition. If the parties in this step  
 241 are unable to resolve the grievance the matter may be submitted to arbitration within  
 242 fifteen (15) days as herein after provided for in this Agreement.

243

244 **Section 3.**

245 Any and all grievances resolved at any step of the grievance procedure as contained in this  
 246 Agreement shall be final and binding on the City, the Union, and any and all unit employees  
 247 involved in the particular grievance.

248

249 **Section 4.**

250 The City shall not be required to pay back wages for periods prior to the time a written grievance  
 251 is filed; provided, that in the case of a pay shortage, of which the employee had not been aware  
 252 before receiving his pay, any adjustments made shall be retroactive to the beginning of this pay  
 253 period providing the employee files his grievance within seven (7) working days after receipt of  
 254 such pay.

255

256 **Section 5.**

257 All claims for back wages shall be limited to the amount of wages that the employee would  
 258 otherwise have earned, less any unemployment compensation or compensation for extraordinary  
 259 personal services that he/she has received during the back pay period.

260

261 **Section 6.**

262 The right to discipline belongs to and rests exclusively with the City. Nevertheless, any employee  
 263 covered by this Agreement shall have the right to be heard by the proper officials of the City and  
 264 to produce witnesses or officers of the Union in his/her behalf as to the truth of the charges  
 265 preferred against him/her; and finally, if the charges are not sustained, shall have his/her record  
 266 cleared of such charges and in the case of any loss of wages shall receive reimbursement for such  
 267 loss. Discipline which involves the discharge or suspension of an employee for more than one (1)  
 268 day may be submitted to arbitration in accordance with Article VII. If any discipline beyond a one  
 269 (1) day suspension is arbitrated according to this Agreement, the arbitrator shall be empowered  
 270 to consider the previous one (1) day suspension. Said appeal to arbitration shall be made within  
 271 fifteen (15) days of said suspension or discharge.

272

273 Charges against any employee shall be specific and shall be called to the employee's attention  
 274 within five (5) working days after notice of the alleged offense has been brought to the attention  
 275 of the department head concerned whenever possible.

276

277 No discipline by suspension shall be administered to any member who will impair his seniority  
 278 rights.

279

280 **Electronic vehicle tracking/surveillance equipment and data created exclusively by artificial  
 281 intelligence (AI) will not be the sole source of disciplinary action.**

282

283 Audio and/or video shall be heard/viewed when an incident(s) (public complaint, accident,  
 284 passenger incident, driver (Union) need of documentation) occurs. The time(s) of above said  
 285 utilization shall be limited to the time(s) of alleged incident (plus or minus 30 minutes).

286

287 **ARTICLE VII -- ARBITRATION PROCEDURE**

288 **Section 1.**

289 Arbitration may be resorted to in the event of failure to meet a mutually satisfactory adjustment  
290 of any grievance relating to interpretation, application, or enforcement of the provisions of this  
291 Agreement; except, however, that the following situations shall not be submitted nor subject to  
292 arbitration;

- 293 1. Any Pension matter.
- 294 2. Provisions of this Agreement which relate to or in any manner affect the obligations  
295 of the City as expressed or intended by provisions of the Wisconsin Statutes or City  
296 ordinances.
- 297 3. The statutory or charter obligations which by law devolve upon the Common Council.
- 298 4. Elimination or discontinuance of any job.
- 299 5. Discipline and/or termination of any probationary employee.

300  
301 **Section 2.**

302 The Arbitration Board shall consist of three (3) persons, one (1) to be chosen by the City, one (1)  
303 to be chosen by the Union, and the two thus selected shall meet to select a third. In the event  
304 they have not agreed upon such third arbitrator within fifteen (15) days after their appointment,  
305 the Federal Mediation and Conciliation Board shall be asked to submit a panel of five (5)  
306 arbitrators. The Union shall have the right to strike one (1) name from the panel, then the City,  
307 each in alternate strikes with the remaining one (1) person becoming the Chairman of the  
308 Arbitration Board.

309  
310 **Section 3.**

311 During the arbitration appeal procedure, there shall be no strike, work stoppage, slowdown, or  
312 lockout. Either party desiring to arbitrate any case must notify the other party in writing and the  
313 failure of either party to appoint its arbitrator within seven (7) working days after the receipt of  
314 such notice shall forfeit its case.

315  
316 **Section 4.**

317 The arbitrators shall have initial authority to determine whether or not the dispute is arbitrable  
318 under the express terms of this Agreement. Once it is determined that the dispute is arbitrable,  
319 the arbitrators shall proceed in accordance with this article to determine the merits of the dispute  
320 submitted to arbitration.

321  
322 **Section 5.**

323 The arbitrators shall neither add to, detract from, or modify the language of this Agreement in  
324 arriving at a determination of any issue presented to them for arbitration within the limitations  
325 expressed herein. The arbitrators shall have no authority to grant wage increases or wage  
326 decreases. The arbitrators shall expressly confine themselves to the precise issue submitted for  
327 arbitration and shall have no authority to determine any other issues not so submitted to them, or  
328 to submit observations or declarations of opinion which are not directly essential in reaching the  
329 determination.

330  
331 **Section 6.**

332 The arbitration award shall be reduced to writing within forty-five (45) days after the hearing  
333 unless otherwise mutually agreed upon by the parties. The decision of the arbitrator shall be final  
334 and binding on the City, the Union, and the employee.

335 **Section 7.**

336 Each party shall share the expenses of its own arbitrator and all expenses incurred in connection  
 337 with the preparation and presentation of its own case. Any joint expenses including expenses of  
 338 the third arbitrator incurred in conducting the arbitration shall be jointly shared.  
 339

340 **ARTICLE VIII -- HIRING PRACTICES AND SENIORITY**

341 **Section 1.**

342 For the sake of benefit distribution there shall be three (3) employment classifications. No  
 343 operator shall be purposely limited in hours as a means of circumventing the payment of benefits  
 344 per these classifications.  
 345

346 The five (5) classifications shall be as follows:

- 347 A. **Class A (full-time) employees** -- shall mean a regular employee who is employed on a  
 348 year round basis where employment is on a full shift basis and who has satisfactorily  
 349 completed his/her probationary period. Full-time operators are required to pick regular  
 350 city runs during the school year and participate in the full-time pick during the summer.  
 351
- 352 B. **Class B employees** -- shall be all employees who are not qualified to move to full-time  
 353 benefit status who work an average of 20 hours per week or more. Such employees shall  
 354 be eligible for prorated benefits as specified in this agreement including the option of  
 355 partial payment by the employer of a given percentage of the lowest cost health plan as  
 356 specified in the state health plan currently in place. That health insurance payment for  
 357 Class B employees shall be further differentiated based on average hours per Article XVII,  
 358 Sec.4.  
 359
- 360 C. **Class C employees** -- shall be all employees who average less than 20 hours per week.  
 361 Such employees shall receive some prorated benefits as specified in this agreement.  
 362
- 363 D. **Class D (full-time) employees** – shall mean a regular Metro Connection employee who  
 364 is employed on a year round basis where employment is on a full shift basis and who has  
 365 satisfactorily completed his/her probationary period.  
 366
- 367 E. **Class E employees** – shall be part-time Metro Connection employees who are not  
 368 qualified to move to full-time benefit status.  
 369

370 Employees in the Collective Bargaining Unit who do not average 700 hours per year, based on the  
 371 previous year's calculations as defined in Article XIV, Section 4 will not be entitled to holiday pay,  
 372 vacation pay, medical and dental insurance, short term disability, retiree insurance credit  
 373 allowance.  
 374

375 (It is agreed that the part-time employee to full-time employee ratio shall be no greater than 1.75  
 376 to 1.)  
 377

378 **Section 2.**

- 379 A. All new employees shall serve a probationary period of ninety (90) days uninterrupted by  
 380 any type of service break, during which time they will be termed "Probationary  
 381 Employees". By mutual agreement between the City and the Union, the probationary  
 382 period can be extended for an additional thirty (30) day period. The probationary period

383 for all new employees covered under this agreement shall begin on the first day of  
384 employment.

385  
386 If Shoreline Metro rehires a Shoreline Metro retiree within 180 days of his/her retirement,  
387 the rehired retiree will be paid at the same grade and step in effect on date of his/her  
388 retirement.

389  
390 Part-time employees who become full-time employees shall serve an additional 30-day  
391 probationary period after being made full-time. In the event that a part-time employee  
392 goes to a full-time job and fails to pass the additional 30-day probationary period, the  
393 employee may return to his/her part-time job without loss of seniority or benefits.

394  
395 B. Probationary employee's service with the Employer may be terminated at any time by the  
396 Employer and no such matter shall be the subject of arbitration.

397  
398 C. During the probationary period an employee shall not be eligible for employee benefits  
399 unless expressly provided otherwise in this Agreement.

400  
401 D. After an employee has satisfactorily completed his probationary period, he shall not have  
402 his qualifications for the particular position which he holds questioned without cause.  
403 However, this provision shall not apply in the event the bonding company refuses or  
404 cancels the surety bond covering an employee or in the event the employee's commercial  
405 driver's license is revoked, nor shall it apply in the event an employee has been convicted  
406 of larceny or other statutory or criminal offense, and no such matter shall be the subject  
407 of arbitration.

408  
409 E. Employees who are transferred or promoted to any other position with the company not  
410 covered by this agreement shall automatically be dropped from their respective seniority  
411 lists at the end of six (6) months from the date of transfer.

412  
413 **Section 3.**

414 When new employees are to be hired in any group under the jurisdiction of the Union, regular  
415 employees from any of these groups who have been laid off due to lack of work within the  
416 previous twenty-four (24) months shall be given preference over outside applicants if they are  
417 qualified for the position.

418  
419 Nothing herein contained shall take away the City's recognized right to specify standards of  
420 health and physical fitness required of its employees for the safe operation of its services to the  
421 public or its right to require physical examinations from time to time in order to maintain such  
422 standards.

423  
424 When mutually agreed by Union and Management, preference for employment will be given to  
425 existing or laid-off employees who cannot or could not perform his/her job due to disability.

426  
427 **Section 4.**

428 When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy  
429 or opening, with the job description and rate applicable thereto, will, within three (3) workdays  
430 after such vacancy or opening occurs, be posted on the bulletin board of all Seniority Units for a

431 period of not less than ten (10) workdays; Saturdays, Sundays and holidays excluded. If a job  
 432 vacancy is not to be filled, a notice will, within three (3) workdays after such vacancy occurs, be  
 433 posted on the bulletin boards within the Seniority Unit affected, to the effect that the job is being  
 434 abandoned and the reason for such abandonment. Any employee desiring to bid on a posted job  
 435 must submit his/her bid in writing within said ten (10) workdays. It is understood that the City will  
 436 utilize a written test to determine an employee's qualifications for a posted job. Tests to  
 437 determine the qualifications for assignment to a posted job, and/or a trial period, shall be the  
 438 same for all employees and test results shall be made available to the employee involved and a  
 439 Union Executive Board member.

440  
 441 The bidder with the greatest company seniority (total length of service with the employer), who is  
 442 qualified, will be assigned to the job as soon as possible. At the discretion of management, ability  
 443 and merit being sufficient, seniority shall prevail in determining those eligible for a trial period.

444  
 445 Bid sheets will be posted on appropriate bulletin boards and when an employee turns in a bid  
 446 sheet the designated City employee will issue the employee a receipt for the bid sheet at that  
 447 time.

448  
 449 Job dispositions will be posted within seven (7) days (Saturdays, Sundays, and holidays excluded)  
 450 after the date that the bids are closed and/or test results are known if testing is needed.

451  
 452 The union will be furnished a copy of all jobs posted for bid.

453  
 454 Employees will not be encouraged or discouraged in bidding or not bidding on a job by any  
 455 representative of the Employer or Union.

456  
 457 In the event that the successful bidder for a job is required to transfer from one seniority unit or  
 458 job classification to another, he/she will be placed on the bottom of the seniority list of the  
 459 department transferring to for picking vacation, vacation days, floating holidays, runs/shift  
 460 preferences, but shall have his/her full use of seniority (length of service with the employer) for  
 461 length of vacation and all other benefits.

462  
 463 Represented employees shall have the opportunity to demonstrate their interest in new or vacant  
 464 non-represented positions through use of a sign-up sheet.

465  
 466 Promotion to full-time status shall be made by seniority from a pool of qualified candidates  
 467 demonstrating their interest in the position by signing a posting on the Company bulletin board.  
 468 There will be individual postings for each available position. Such posting shall remain on the  
 469 board for a total of ten (10) working days.

470  
 471 All employees who work less than 500 actual hours according to previous year's calculations as  
 472 defined in Article XIV, Section 4 (approved leave counts towards hours worked) shall be credited  
 473 with one-half year of seniority for that calendar year for the purposes of promotion to full-time  
 474 status.

475  
 476 In order to qualify for such promotion a driver must have at least twelve (12) months of seniority  
 477 and must not have had more than 16 demerit points charged against his/her record in the last 18  
 478 months of active service, or 21 demerit points in the last 24 months of active service.

479 Demerit points shall be charged against a driver according to the following schedule:

- 480 - Preventable (5 points)  
 481 - Disciplinary Action:  
 482 - 3 points Group 1 violations  
 483 - 4 points Group 2 violations  
 484

485 The intent of the parties is that the above change is for promotion purposes only.  
 486

487 **Section 5.**

488 An employee's seniority and employment shall terminate if:

- 489 A. The employee quits, or  
 490 B. The employee is discharged, or  
 491 C. The employee fails to give notice of his intent to return to work within three (3) working  
 492 days and/or fails to report for work within ten (10) calendar days after issuance of the  
 493 Employer's notice of recall by certified mail to the last known address of such employee  
 494 as shown by the Employer's records. It shall be the responsibility of the employee to  
 495 provide the City with a current address, or  
 496 D. The employee is absent from work for three (3) consecutive working days without  
 497 advising the Employer of a reason acceptable to the Employer for such absence, or  
 498 E. The employee overstays a leave of absence without advising the Employer of a  
 499 reason acceptable to the Employer, or  
 500 F. The employee gives a false reason in requesting a leave of absence, or engages in other  
 501 employment during such leave of absence, or  
 502 G. A settlement with the employee has been made for total disability, or  
 503 H. The employee is retired, or  
 504 I. The employee is laid off or has not for any reason worked for the Employer, except in  
 505 cases of losing CDL as provided in Art. XII, for a continuous period exceeding the length  
 506 of his employment or twenty-four (24) calendar months, whichever occurs sooner, or  
 507 J. The employee willfully falsified any information on his/her application for employment, or  
 508 K. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work,  
 509 restriction of projection, and interference with the operation of the municipality.  
 510

511 **Section 6.**

- 512 A. In case of layoff the following procedures shall apply:  
 513 1) Probationary employees shall be laid off first.  
 514 2) Part-time employees will be laid off before full-time employees and there will be  
 515 no guarantees of filling vacant full-time positions.  
 516 3) Further layoffs will be by seniority.  
 517 4) This provision shall not apply to lay-offs of 3 weeks or less in duration caused by  
 518 natural disasters and equipment breakdowns. The 3 week period may be  
 519 extended by mutual agreement between union and management.  
 520 5) The company will continue to provide intact insurance coverage for 30 days from  
 521 the time of lay-off under the provisions of the labor agreement and according to  
 522 the guidelines in the existing state insurance plan. After that 30 days if the  
 523 employee is willing to pay the premium he/she may then choose to do so under  
 524 provisions in existing state law. Such coverage will terminate when a laid-off  
 525 employee is covered by a group plan of another employer or has coverage as a  
 526 spouse or dependent.



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.  
621

622 No change in pick assignments on a re-pick unless mutually approved by the Union and the City.

623

624 This procedure does not apply when there are less than 15 days left in the driver assignment pick  
625 period.

626

627 Said change or changes will remain in effect for the duration of the run pick or until the employee  
628 who was out 30 days or more notifies the company in a timely fashion (allowing for the  
629 notification of all parties involved) that they will return to work. At such time all runs shall revert  
630 back to the original designations. No variations for individual employee situations shall be  
631 allowed under this provision.

632

633 In so far as is practical, all operators shall be entitled to eight (8) hours off duty before being  
634 subject to recall. This rule may be waived by any individual operator by written notice to the  
635 manager.

636

637 Employee's seniority shall be determined by the length of his present continuous service.

638

639 A general selection of full-time runs shall take place approximately every three (3) months, or  
640 when there is a major change of schedule, or at any other time by mutual agreement between the  
641 Company and the Union. Runs selection will be based on seniority and held within their  
642 respective occupational group. An extra board pick will be made after the full-time pick. Said  
643 pick to be made by seniority.

644

645 A pick of Metro Connection runs shall be in concurrence with the General Pick of Shoreline Metro  
646 runs. In the event a Metro Connection driver is out of work due to, but not limited to,  
647 illness/injury, Metro Connection will hold a pick/return to work procedure in accordance with the  
648 procedures set above for Shoreline Metro drivers.

649

650 The general selection will start ten (10) days after the notice and run schedule has been posted  
651 for operator review. Each operator will have a maximum of one (1) hour to complete their pick  
652 upon personal notification. Where attempts to contact an operator are unsuccessful for twenty-  
653 four (24) hours, the operators personal notification shall be given to the union steward (or  
654 designee in the union steward's absence) who will have a maximum of one (1) hour to complete  
655 the pick for the absent operator.

656

657 When use of a bathroom is required by an operator in route the dispatcher is to be noticed by  
658 radio immediately before leaving the coach and immediately upon returning to the coach.

659

660 If an operator or his family has been notified of contamination by head lice the company is to be  
661 notified and the operator will be booked off and not allowed to return to work without  
662 documentation that the operator has been inspected and found to not be contaminated by the  
663 parasites. Written clearance can be from a doctor, the City Health Department, a hospital  
664 emergency room or an emergency clinic. The employer will pick up actual costs of required  
665 medical clearance if not already covered by insurance.

666

Drivers working in a fill-in dispatch capacity will be selected, assigned and paid as follows:

667

668 1. SELECTION. Interested drivers may sign up for the fill-in dispatch opportunity posting.

669

Those drivers qualified for fill-in dispatch opportunities after January 2007, will have a minimum

670 of one (1) year experience as a driver and no greater than three (3) demerits in the past twelve  
 671 (12) months as demerits are defined in Art. VIII, Sec. 4. Of those drivers so qualified, a selection  
 672 will be made by the Director after an interview of the qualified applicants.  
 673

674 Of those interviewed, selection will be based on the criteria of the applicant's dependability,  
 675 diplomacy, job knowledge, judgment, honesty, tact, self-confidence and work availability. If two  
 676 (2) or more candidates in all other aspects are substantially equal for selection purposes, seniority  
 677 will prevail in the determination of the candidate selected.  
 678

679 2. ASSIGNMENT. Full-time and part-time drivers trained for fill-in dispatch work will be  
 680 used on an availability basis. No hours are guaranteed to drivers as fill-in dispatchers on either a  
 681 daily or weekly basis.  
 682

683 3. PAY. Top driver rate with top longevity plus \$1.25/hour.  
 684

685 4. A list of fill-in dispatchers for Metro Connection will be compiled using the guidelines set  
 686 forth in the guidelines included above.  
 687

## 688 **Section 2. Garage Employees**

689 The mechanics' regular hours shall be consecutive. Regular shifts shall be Monday through  
 690 Friday. Saturdays shall be rotated. These shifts will be chosen by seniority. A pick for garage  
 691 shifts shall be held once a year in December for the following year, or when there is a vacancy.  
 692

693 Mechanics will receive a total of two (2) hours pay when on call Saturday PM. Mechanics will be  
 694 paid 1 hour 20 minutes when hours worked for the week are equal to or greater than 40 hours.  
 695 Mechanics will be paid two (2) hours when hours paid for the week are equal to 40 hours as a  
 696 result of vacation, holiday or other paid leave. Failure to respond while on call will negate this  
 697 provision and could result in disciplinary action.  
 698

699 Any employee temporarily transferred to a position paying a lower rate shall receive his regular  
 700 rate of pay while holding such position.  
 701

702 When employees are transferred from one occupation to another of one week or more because  
 703 of curtailment of work in their regular occupation, or if for other reasons transfers are made to  
 704 accommodate employees, such employees shall be paid the wage applicable to the new  
 705 occupation.  
 706

707 Employees returning to their former occupation after temporary transfer shall receive their former  
 708 rate of pay immediately. Anytime there is a shift change for the mechanics, there shall be a re-pick  
 709 for all mechanic shifts.  
 710

711 In the event there are more than three mechanics employed, the following language will apply. In  
 712 the event a mechanic is either off for 30 days or it is known that the mechanic will be off for more  
 713 than 30 days, there shall be a re-pick for mechanic shifts starting with the first person below the  
 714 mechanic to be off work.  
 715

716 1. PAY. Maintenance Foreman will receive 10% over top pay and top longevity.  
 717

718 **Section 3. Class D Employees**

719 Class D employees including fill-in dispatchers may be assigned other duties as necessary to  
720 include, but not limited to, minor cleaning such as sweeping, packaging coins or folding  
721 schedules (for example).

722  
723 **Section 4. Parking Utility and Maintenance Agreement**

724 Mechanics shall retain first right-of-refusal on performing maintenance on Parking Utility vehicles  
725 and equipment. Such work shall be charged to the Parking Utility. The Parking Utility shall  
726 maintain the grounds and landscaping at the transit facilities. Such work shall be charged to  
727 transit. All other transit related work performed by the Parking Utility shall be at the discretion  
728 and approval of the Maintenance Foreman with all work being charged to transit.

729  
730 **ARTICLE X -- OVERTIME**

731 **Section 1.**

732 Time and one-half will be paid in accordance with state and federal laws. Employees performing  
733 work on Sundays when such day is not a regular work day shall be compensated for such work at  
734 the rate of two (2) times their regular rate.

735  
736 All holiday's count as time worked for overtime calculations. Floating holidays or all other paid  
737 time off does not count as time worked for overtime calculations.

738  
739 Call-in for Sunday work will be done by seniority in rotating order. Pay to be at 2 times  
740 employee's hourly rate only when called in on Sunday for same day's work. If employee is not  
741 available for any reason after the first call to the last phone number on record with the City,  
742 employee's place in that rotation will be forfeited.

743  
744 Employees performing work on specified holidays shall be compensated for such work at the rate  
745 of two (2) times their regular rate plus holiday pay.

746  
747 **Section 2.**

748 There shall be no duplication, pyramiding, or compounding of time paid; that is, no time on time,  
749 nor time on time and one-half, nor time and one-half on time and one-half.

750  
751 **Section 3.**

752 It is agreed policy of the parties hereto, that when it is necessary for the City to require overtime  
753 to be worked because of absence, that the first opportunity for the overtime work shall be given  
754 to employees in the same job title as that of the employee whose job is being filled. In the  
755 interest of safety and good operation, however, the City may determine whether any individual  
756 employee is eligible for additional overtime. If the City denies the employee the right to overtime  
757 because of these reasons, the employee has the right to question the ruling as a grievance. If  
758 requested to work overtime, an employee shall be expected to work unless he is excused for  
759 good cause.

760  
761 **Section 4.**

762 When a shop employee is requested or permitted to change his regular working hours, which will  
763 change the starting and ending time, he or she will be expected to work a full shift before the  
764 overtime rule shall apply.

765

766 **ARTICLE XI -- CALL-IN & REPORTING PAY**

767 **Section 1.**

768 Any employee called back to work after completing his/her scheduled hours of work or  
769 permitted to come to work without having been notified that there will be no work, and who is  
770 physically capable of performing his regular work, or the work assigned, shall receive a minimum  
771 of two (2) hours work or pay at his regular hourly rate except in cases of labor disputes, acts of  
772 God, unforeseen circumstances or conditions beyond the control of the City.

773  
774 **Section 2.**

775 The City may assign employees to any work available during such two (2) hour period.  
776

777 **Section 3.**

778 Employees are expected to respond to a call back to work under conditions of Management  
779 declared emergency made known to the employee, provided the employee is given reasonable  
780 notice.

781  
782 Floating Holidays or any part thereof may be used at the employee's discretion when the  
783 employee does not work due to a management-declared snow emergency or other emergency.  
784

785 **ARTICLE XII -- LEAVES**

786 **Section 1. Military Leave**

787 All State or Federal laws pertaining to service in the Armed Forces by an employee on temporary  
788 leave of absence for such military service is hereby made a part of this Agreement by reference.  
789

790 All leaves of absence for military service will be without pay. No City payment of health insurance  
791 premium, dental insurance premium, and short-term disability insurance premium will be made  
792 for absences of thirty (30) consecutive days or more due to military service.  
793

794 **Section 2. General Leaves of Absence**

795 A. (Restrictions on Granting.) Applications for leave of absence shall be made in writing.  
796 Leaves of absence shall not be granted to any employee to accept another position or  
797 engage in a business venture or to practice a profession or occupation. A leave of absence  
798 which has been granted for any other reason shall automatically be terminated should it be  
799 found that the employee on such leave has accepted another position or has engaged in a  
800 full-time business venture, profession, or occupation. These restrictions shall not apply,  
801 however, in any of the following situations:

- 802
- 803 1. If the employee affected has been elected to a full-time office in the service of the
- 804 City of Sheboygan, County of Sheboygan, State of Wisconsin, or United States.
- 805
- 806 2. If the employee is appointed or elected to a full-time position in the service of the
- 807 Amalgamated Transit Union or the AFL-CIO.
- 808
- 809 3. If the employee in question has been inducted into the Armed Forces of the United
- 810 States.
- 811
- 812 4. The City will provide training to those employees required to pass the Commercial
- 813 Driver's License exam. In the event an employee is not successful in passing the

814 Commercial Driver's License Exam, or loses the license, or loses a required license  
 815 endorsement, the employee will be placed on a leave of absence for a period of up to  
 816 sixty (60) calendar days and will be returned to his/her former position if the license is  
 817 obtained during that time. If after sixty (60) days the employee still does not have  
 818 their CDL, the leave of absence will continue for up to one (1) year or until the  
 819 endorsement is restored as a result of a legal appeal; however, the employee will  
 820 have to wait for the next available opening to return to their position. Leaves of  
 821 absence for CDL exceeding thirty days shall result in adjustment of the length of  
 822 service date beginning on the first day of the leave of absence.  
 823

824 5. When an employee requests an unpaid partial day, full day or multiple days off  
 825 because of an unforeseen urgent situation or personal emergency, the City will make  
 826 attempts to grant this request if said work assignment can be filled at straight rate  
 827 pay. Such an unpaid time off request will not be granted any sooner than five (5)  
 828 days prior to the beginning of the period requested off. Employees making such a  
 829 request must use benefit days if they hold more than five (5) unscheduled floating  
 830 holidays or any unscheduled vacations days at the time of the time-off request.  
 831

832 6. City shall adhere to all State/Federal laws concerning FMLA. Current forms agreed to  
 833 by the City and Union will be used. Any changes to this form shall be mutually  
 834 agreed to by the City/Union. Form to be attached to this contract as an exhibit.  
 835

836 B. Failure to return or revocation of leave. Failure to report at the expiration of a leave of  
 837 absence or if a leave has been disapproved or revoked shall be cause for separation from the  
 838 service unless a justifiable reason is submitted within ten days after said expiration,  
 839 disapproval or revocation, which is acceptable to the granting authority concerned.  
 840

## 841 **ARTICLE XIII -- SAFETY**

### 842 **Section 1.**

843 Safety meetings will be held by the employer periodically. They shall be posted at least 7 days in  
 844 advance. Each unexcused absence from more than two (2) properly posted safety meetings  
 845 within a twelve-month period can be counted as an unexcused absence.  
 846

### 847 **Section 2.**

848 Any accident in any way involving the operation of the City's buses, however apparently  
 849 insignificant, and all disturbances and ejections require immediate notification to dispatcher on  
 850 duty and shall be fully, properly, and completely documented by employees concerned upon  
 851 report blanks supplied by the City. Such reports shall be made and delivered during the day of  
 852 such accident or other occurrence, and shall be prepared in conformity with the rules. Employees  
 853 will be paid for accident and/or incident documentation provided reports are done at the police  
 854 station or transit office.  
 855

856 A. When accidents are deemed necessary for review, they shall be subject to an initial review by  
 857 the designated Safety Coordinator for Shoreline Metro and the Union Steward for  
 858 preventability and proper corrective action including coaching and discipline.  
 859

860 B. In the event the Safety Coordinator and Union Steward cannot agree on the preventability or  
 861 corrective action for a particular accident, the report shall be reviewed by an Accident Review

862 Board. The Accident Review Board shall consist of one (1) Shoreline Metro Supervisor, one (1)  
 863 Union Representative (other than the Union Steward) and the Director of Transit. The  
 864 Accident Review Board's decision shall remain final for both preventability and recommended  
 865 corrective action.

- 866
- 867 C. Accidents will be reviewed within the first thirty (30) calendar days of any given month, of  
 868 accidents that occurred in the previous month, in so far as practicable.
- 869
- 870 D. Drivers involved in an accident have the right to state their case (at their own expense) in  
 871 person on the first review. All photographs, reports, statements, etc. shall be provided to the  
 872 third party.
- 873
- 874 E. Accidents where the other party is convicted of a moving violation and the employee is not  
 875 at-fault, shall be classified non-preventable. Accidents where the employee is convicted of a  
 876 moving violation shall be preventable. Nothing contained in the above 2 paragraphs will  
 877 prevent the accident review committee from acting in a timely manner.
- 878

## 879 **ARTICLE XIV -- VACATION**

### 880 **Section 1.**

881 Anniversary date shall be used for determining vacations.

882

883 Full time employees to receive 40 hours of pay at their prevailing wage rate per week of vacation  
 884 earned.

885

886 Regular part-time and part-time employees shall receive vacation pay on a prorated basis after  
 887 qualifying for vacation benefits.

888

889 Part-time employees promoted to full-time status prior to October 1 of a calendar year shall  
 890 receive vacation as a full-time employee, less any vacation used.

891

### 892 **Section 2.**

893 Class A Employees:

894 Full-time vacation credit shall be applied on the following basis:

895

896 1 full year of continuous service = 80 hours

897 5 full years of continuous service = 120 hours

898 15 full years of continuous service = 160 hours

899 22 full years of continuous service = 168 hours (170 hours for 10-hour employees)

900 25 full years of continuous service = 200 hours

901

902 Class B/C Employees:

903 Regular part-time and part-time vacation credit shall be applied on the following basis:

904 1 year of continuous service = 40 hours

905 5 years of continuous service = 80 hours

906 10 years of continuous service = 120 hours

907 15 years of continuous service = 160 hours

908

909

910

911 Class D Employees:

912 Full-time vacation credit shall be applied on the following basis:

913

914 1 year of continuous service = 80 hours

915 5 years of continuous service = 120 hours

916

917 Class E Employees:

918 Not eligible for vacation.

919

920 Drivers must be employed by the City of Sheboygan on January 1<sup>st</sup> of the current year to be  
921 eligible for vacation either as a payout or as earned time off to be used during the current year.

922 Vacation is use-or-lose and will not be permitted to be carried over from year to year.

923

924 1) For drivers that are employed by the City on January 1<sup>st</sup> of the current year and qualify to  
925 receive vacation AND remain employed with the City during the duration of the current year will  
926 be given an earned balance to be used during that calendar year.

927

928 2) For drivers that are employed by the City on January 1<sup>st</sup> of the current year and qualify to  
929 receive vacation AND terminate employment with the City during the current year, a payout of  
930 the earned vacation will be made to the driver minus any vacation already used up to the point  
931 of termination. No additional vacation will be issued to any other drivers not receiving vacation  
932 to replace the driver that has terminated employment.

933

934 3) For drivers that are employed by the City on January 1<sup>st</sup> of the current year and qualify to  
935 receive vacation AND transfer employment from Metro Connection to any other area of  
936 operations during the current year will receive vacation based on current contract language  
937 minus any vacation already used when employed as a Metro Connection driver.

938

939 4) For employees transferring from other areas of operations to Metro Connection as a driver will  
940 be permitted to use their vacation already earned as vacation as a Metro Connection driver  
941 through the end of the current calendar year. If the driver remains employed on January 1<sup>st</sup> of  
942 the next calendar year, he/she would be eligible for vacation under the first three points (if  
943 qualified).

944

945 **Section 3.**946 If a holiday falls during an employee's vacation period, he/she shall receive holiday pay in lieu of  
947 using a vacation day. Said vacation day may be used at a later date.

948

949 **Section 4.**950 The amount of vacation received per week of vacation shall be prorated according to the actual  
951 time paid between October 1 of the year prior through September 30 of the current year for part-  
952 time employees. Calculations would be used for the next calendar year.

953

954 **Section 5.**955 Vacation shall be granted according to seniority each year in weekly periods mutually agreed  
956 upon by the employee and Employer. Said vacation periods may be taken off at any time during  
957 the entire calendar year. After the agreed upon time has been posted, the City shall not have the

958 right to change said time unless agreed to by the Union. A combination of vacation and holiday  
 959 for a full week will be considered a full week for vacation assignment purposes.  
 960 Each part time/full time employee entitled to vacation shall notify the City in writing prior to  
 961 December 1 of the year prior of his/her vacation period request, and the City shall respond prior  
 962 to December 15. If more part time/full time employees have timely requested vacation during a  
 963 specific period than can be granted, the part time/full time employees with the most seniority  
 964 shall have preference. Those part time/full time employees who have timely requested their  
 965 vacation and have all or part of it denied shall have the opportunity to reapply prior to March 1,  
 966 still recognizing seniority. Those part time/full time employees who do not apply by February 1  
 967 deadline will have their requests granted on a first-come, first served basis after April 1. The City  
 968 agrees to make every reasonable effort to grant vacation times requested. The City, after making  
 969 any necessary adjustments to vacation requests, will issue the vacation schedule for all part  
 970 time/full time employees by March 15. Approved vacation time off will not thereafter be canceled  
 971 or changed without consent of the part time/full time employee. Non-peak service weeks and  
 972 major holiday weeks with less need for drivers will generally allow for three (3) full-time and two  
 973 (2) part-time drivers off, or a total of five (5) drivers. Two (2) Class D drivers will be allowed off on  
 974 any given day, unless it would result in cancelling service, and more if the schedule allows.  
 975 Management shall allow more based on availability and service needs. School weeks will allow a  
 976 minimum of three (3) drivers off. No more than one (1) mechanic and one (1) hostler and one (1)  
 977 cleaner may be off on vacation at any one time. Management shall allow more based on  
 978 availability and maintenance needs.

979  
 980 Vacation may be taken as single days and they are not required to be taken as a full week, but  
 981 vacations thus taken will be given preference during the annual vacation pick by seniority after  
 982 full weeks have been assigned. After the single day vacation pick has been offered to the entire  
 983 seniority list, all remaining unused vacation days will be granted on a first come, first served basis.  
 984 On non-peak service weeks and major holiday weeks no more than five (5) drivers off for vacation  
 985 on any given day unless allowed based on availability and service needs. School weeks will allow  
 986 for a minimum of three (3) drivers off. Vacations may be taken as one-half (1/2) of a day (four [4]  
 987 hours full-time or one-half [1/2] pro-rated hours part-time). Maintenance staff may use vacation  
 988 in two (2) hour increments as staffing permits.

989

#### 990 **Section 6.**

991 As a general principle, vacations must be taken in the year they are earned. In the event that  
 992 vacations are not scheduled by September 15, a posting will be made of the available vacation  
 993 times and those affected employees will select available vacation by seniority for all their  
 994 remaining vacation. Each employee shall have one working day (Monday through Friday) to pick  
 995 during the September vacation pick. All employees who have not selected vacation times by  
 996 October 15 will have their vacation assigned by Management. The City will respond to all vacation  
 997 requests within ten (10) calendar days.

998

#### 999 **Section 7.**

1000 Vacation will be paid at the current straight time rate in effect.

1001

#### 1002 **Section 8.**

1003 The Manager may, where he deems that the circumstances warrant, allow employees to credit  
 1004 absences due to serious illness, National Guard, military reserve duty or leaves of absence to  
 1005 vacation time.

1006 **Section 9.**

1007 Employees who leave for military service or who leave employment under any circumstances shall  
1008 be granted a prorated vacation allowance earned for the time put in during the year up to the  
1009 time they leave for military service.

1010  
1011 **Section 10.**

1012 Wages covering any part of the vacation period shall not be paid in advance. Such wages shall be  
1013 paid on the regular payday.

1014  
1015 **ARTICLE XV -- HOLIDAYS**

1016 **Section 1.**

1017 The following days shall be paid eight (8) hours at the straight time hourly rate and classified as  
1018 paid holidays: New Year's Day, Memorial Day, Independence Day (observed), Labor Day,  
1019 Thanksgiving, and Christmas Day.

1020  
1021 When a designated paid holiday falls on the regularly scheduled work day of an employee with a  
1022 ten (10) hour work assignment, that employee shall be paid ten (10) hours of holiday pay at the  
1023 straight time hourly rate as long as all other conditions of Article XV have been met with respect  
1024 to qualifying for holiday pay. When the designated paid holiday falls on the full time employee's  
1025 regularly scheduled day off work, that employee will be paid eight (8) hours of holiday pay as  
1026 long as all other conditions of Article XV have been met with respect to qualifying for holiday pay.  
1027 When a part-time driver has been moved up to a full-time assignment by virtue of a re-pick as  
1028 stated in Article IX, Section 1, Paragraph 6, that driver will be paid the amount of holiday hours  
1029 that are equal to the run they have picked, or their prorated hours, whichever is greater.

1030  
1031 These provisions only apply to Transit's six (6) designated holidays.

1032  
1033 All part-time employees who have completed a full year of service shall be eligible for the above  
1034 holidays on a prorated basis based on hours paid in the preceding calendar year.

1035  
1036 **Section 2.**

1037 All eligible employees shall receive seven (7) floating holidays.

1038  
1039 Floating Holidays requested during the vacation pick will be granted as are single vacation days.

1040  
1041 Floating Holidays or any part thereof may be used at the employee's discretion when the  
1042 employee does not work due to a management-declared snow emergency or other emergency.  
1043 Payroll stubs will reflect floating holidays remaining in any calendar year. Up to three (3) floating  
1044 holidays not used by the end of the calendar year shall be paid out to the employee the first full  
1045 pay period of the following year. However, under no circumstances will floating holidays be  
1046 carried over from year to year.

1047  
1048 The employer will pay a full shift of work when the employee does not work as the result of a  
1049 Management declared snow emergency or other emergency if the employee is already at work  
1050 and if it is past check-in time. Employees thus paid may be required to perform other duties  
1051 while on the clock.

1052  
1053

1054 **Section 3.**

1055 Employees who work on any of the six paid observed Holidays (excluding floating Holidays) shall  
1056 be paid at the rate of double time for all hours worked in addition to Holiday pay.

1057  
1058 If New Year's Day, Independence Day, and/or Christmas Day fall on a Sunday, Monday will be the  
1059 officially observed holiday. All work performed on that Monday shall be paid at double time.

1060 Service may be offered at a reduced level on these particular occasions.

1061

1062 **Section 4.**

1063 To be eligible for holiday pay, the full-time/part-time employee must work the Employer's  
1064 regularly scheduled straight time work day prior to the Holiday, or have scheduled vacation prior  
1065 to the Holiday ,and work the Employer's regularly scheduled straight time work day subsequent  
1066 to the Holiday or have scheduled vacation subsequent to the Holiday.

1067

1068 All employees who do not work the employer's regularly scheduled straight time work day prior  
1069 to and subsequent to the holiday due to illness shall be considered eligible for holiday pay  
1070 provided all of the following conditions are met:

- 1071 1. The employee is an eligible, active employee who has worked for the department  
1072 within the past thirty days.
- 1073 2. The employee must be under the care of a physician for a non-occupational illness or  
1074 injury. The City may require that the employee submit documentation from a  
1075 physician certifying that the employee was unable to work on said day or days, or the  
1076 City in lieu of said documentation may choose to visit the employee at his/her place  
1077 of residence to verify his/her inability to work.
- 1078 3. The employee is not eligible for any other insurance, disability, or retirement benefits.
- 1079 4. The employee is otherwise eligible for and meets all the requirements for holiday pay  
1080 pursuant to Article XV.

1081

1082 The above stated conditions for holiday pay when an employee does not work the days  
1083 immediately preceding and following the holiday do not apply if in conflict with State or Federal  
1084 law.

1085

1086 **ARTICLE XVI -- TRANSPORTATION**

1087 Free bus transportation will be provided upon request to all employees and to the dependents of  
1088 full-time employees upon hire. Part-time employees who have completed one (1) year of service  
1089 will be eligible for free bus transportation for dependents upon request. An employee pass will  
1090 be provided upon request to employees who retire and the proper use of said pass shall be  
1091 evaluated annually. This benefit shall be for the fixed route service only.

1092 Dependent passes to be honored for students enrolled in and attending high school through  
1093 completion of high school regardless of age.

1094

1095 **ARTICLE XVII -- SICK & ACCIDENT BENEFITS & HEALTH INSURANCE**

1096 **Section 1.**

1097 Employee may purchase a Voluntary Short-Term Disability Plan through an employer sponsored  
1098 Group Plan. See Addendum A.

1099

1100

1101

1102 **Section 2.**

1103 For each employee in the full time benefit classification, the employer will obtain, at company  
1104 expense, a sickness and accident insurance (Addendum A).

1105  
1106 **Section 3.**

1107 The City shall provide a group health insurance program available to eligible employees covered  
1108 by this agreement.

1109  
1110 The City shall provide a Flexible Spending Account (FSA). The FSA shall cover medical and child  
1111 care expenses. The plan shall be subject to the limits and constraints set by the Federal  
1112 Government (IRS).

1113  
1114 Effective January 1, 2016, employees will be on the City's High Deductible Health Insurance Plan.  
1115 The plan includes a Health Savings Account (HSA).

1116  
1117 Effective January 1, 2023 the City agrees to contribute the same HSA amount to represented  
1118 employees as it does for non-represented employees on the City's Health Plan.

1119  
1120 All future opt-out incentives, spousal surcharges, premium contributions, etc. associated with the  
1121 City's Health Insurance Plan is at the discretion of the City.

1122  
1123 Plan details are available through the City's Human Resources Department.

1124  
1125 **Section 4**

1126 **Part-Time Employees**

1127 A. Part time employees hired prior to 1/1/2014 may be eligible for health and dental insurance  
1128 through this agreement. The following is a list of percent premium coverage, eligible employees  
1129 and eligibility:

1130  
1131 80% Premium Coverage – Class B

1132 Employees whose average hours per week (based on the previous year) are 30 hours or more and  
1133 elect coverage.

1134  
1135 70% Premium Coverage – Class B

1136 Employees whose average hours per week (based on the previous year) is 25 hours to under 30  
1137 hours and elect coverage.

1138  
1139 50% Premium Coverage – All Class B Employees

1140 Employees whose average hours per week (based on the previous year) are under 25 hours and  
1141 elect coverage.

1142  
1143 25% Premium Coverage – Class C

1144 Employees in this category that elect coverage.

1145  
1146 B. Part time employees hired after 1/1/2014 may be eligible for health and dental insurance  
1147 through this agreement after 1 year of continuous service. The following is a list of percent  
1148 premium coverage, eligible employees and eligibility:

1149

1150 50% Premium Coverage – All Part-Time Employees  
 1151 Employees hired after 1/1/2014 who work between 20-39 hours per week will pay 50% of the  
 1152 monthly premium amount for medical and dental insurance, or the lowest amount in accordance  
 1153 with the Affordable Care Act with regards to the affordability with those work 30 hours or more  
 1154 per week.

1155  
 1156 Class B employees who miss one of the above classification cut offs by less than one hour will  
 1157 qualify to have their average weekly hours computed using only peak service weeks to determine  
 1158 classification. Peak service weeks are "School-year" weeks when all regularly scheduled trips are  
 1159 operated.

1160  
 1161 The City is self-insured for health insurance and agrees to comply with all State of Wisconsin  
 1162 insurance mandates.

1163  
 1164 All benefits shall be subject to the standard provisions set forth in the policy or policies, including  
 1165 "other coverage" and "subrogation" amendments. The City's obligation under this Agreement to  
 1166 provide insurance benefits to members of the Association cease when the member is laid off,  
 1167 discharged, or quits.

1168  
 1169 The City shall not be obligated to provide double coverage; and to escape such double payments,  
 1170 the City may be permitted to cancel benefits or policies which shall duplicate in whole or in part  
 1171 compulsory governmental insurance.

1172  
 1173 The City agrees that there will be a one-time open enrollment for medical and dental insurance as  
 1174 soon as possible after ratification. This open enrollment applies to all classifications of employees.  
 1175 The City notes that it remains true that employees may also opt to change from family to single at  
 1176 any time and that employees may initiate insurance coverage or opt to change from single to  
 1177 family coverage upon the occurrence of an event changing the employee's insurance status  
 1178 (example [by way of example, but not limited to example] spouse loses insurance coverage from  
 1179 spouse's employer due to a plant shutdown).

1180

## 1181 **Section 5.**

### 1182 **Retiree Health Insurance.**

- 1183 1) The term "retire" or "retirement" as used in this article shall mean the member must  
 1184 have reached retirement age as determined for annuity computation purposes and is  
 1185 receiving said annuity payments.
- 1186  
 1187 2) Retirees are part of the City health insurance group. Retirees shall have the same  
 1188 benefit level as active employees. Retirees' premium rates shall be the same as active  
 1189 employees. Employees hired on or after January 1, 2013: Upon retirement or other  
 1190 termination of employment will be eligible for 18 months of COBRA coverage.
- 1191  
 1192 3) An employee may select either a family or single plan at retirement. Said retiree shall  
 1193 be allowed to switch from single to family or from family to single as his/her personal  
 1194 circumstances change. The retiree must notify the City of a change at least thirty (30)  
 1195 days prior to implementation. This provision is subject to availability of this option by  
 1196 the City's carrier and that change from single to family is limited to one (1) per retiree

1197 and only in the event his/her spouse loses outside coverage. (See attached Letter of  
1198 Intent)

- 1199
- 1200 4) A surviving spouse is eligible to remain in the City plan. A surviving spouse shall  
1201 receive all retiree health insurance benefits and credits earned by his/her spouse  
1202 (surviving spouse shall be treated as if he/she were the former employee).  
1203
- 1204 5) Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree  
1205 premium rate will be reduced to reflect this integrated program.  
1206
- 1207 6) A retiree shall be defined as any City employee who is eligible for, or is receiving,  
1208 benefits from programs covered by Chapter 40 of the WI State Statutes. (See  
1209 letter of Tentative Approval dated Nov. 27, 2001)  
1210
- 1211 7) A surviving spouse of a deceased employee with fifteen (15) or more years of  
1212 continuous service in the Transit Department may participate at his or her own  
1213 expense in any City hospitalization plan covered by this Agreement provided he or  
1214 she meets the following conditions:  
1215 1. Marriage to the employee must have been for at least a five (5) year period.  
1216 2. The surviving spouse remains unmarried.  
1217 3. The surviving spouse is not eligible for other group insurance.  
1218 4. The surviving spouse is not eligible for government-sponsored medical  
1219 insurance.  
1220
- 1221 8) Participation in the City's medical insurance program will be allowed for persons who  
1222 are again employed by the City after their previous City service ended effective  
1223 November 1, 2001. It is the policy of the City regarding retired employees returning  
1224 to City employment in Local 998 such that those employees will have the same rights  
1225 and premium arrangements as other active employees.  
1226

1227 **Letter of Intent**

1228

1229 The following wording regarding the ability of a retired employee to change from a single plan to  
1230 a family plan was placed in the contract January 1, 2001:

1231

1232 "An employee may select either a family or single plan at retirement. Said retiree shall be  
1233 allowed to switch from single to family or from family to single as his/her personal  
1234 circumstances change. The retiree must notify the City of a change at least thirty (30) days  
1235 prior to implementation. This provision is subject to availability of this option by the City's  
1236 carrier and that change from single to family is limited to one (1) per retiree and only in the  
1237 event his/her spouse loses outside coverage."  
1238

1239 This Letter of Intent is to clarify that wording.

- 1240
- 1241 **A.** This provision will take effect on January 1, 2001. As of that date, this wording shall cover  
1242 all current retirees and future retirees.  
1243 **B.** The option to change from a single to family plan can only be implemented once.

- 1244 C. If a retiree's spouse has a loss of outside medical coverage from his/her place of  
 1245 employment, the retiree can change his/her City plan from single to family.  
 1246
- 1247 1. The spouse can enter unconditionally upon completion of his/her COBRA rights  
 1248 with the previous employer, or
  - 1249 2. The spouse may enter prior to the completion of COBRA with proof of  
 1250 insurability.
  - 1251 3. Should a retiree marry, he/she can change from a single plan to family if:  
 1252 a. He/she has not already used the one-time single to family provisions  
 1253 previously.  
 1254 b. The spouse is not eligible for employer-sponsored health insurance.  
 1255 c. The spouse is not eligible for COBRA health insurance through a previous  
 1256 employer. (Unless he/she provides proof of insurability (see #C.2.).  
 1257

1258 D. Definitions.

- 1259 1. **Loss of outside medical coverage of an employee's spouse:** Circumstance  
 1260 which leaves spouse without health insurance. Retirement, voluntary termination,  
 1261 involuntary termination, layoff are examples of loss of outside medical coverage.  
 1262
- 1263 2. **COBRA.** The current law in effect which requires an employer to offer availability  
 1264 of continued medical insurance in their plan following discontinuation of  
 1265 employment.
- 1266 3. **Proof of insurability.** A medical examination to assure that there are not  
 1267 existing medical conditions that would be exorbitantly expensive to the City Plan.  
 1268

1269 **Section 6.**

1270 The City will provide a group dental program for eligible employees for which the employees will  
 1271 pay 15% of the premium per month for single and family coverage during the term of this  
 1272 agreement. The schedule of benefits shall follow the City's current dental plan.  
 1273

1274 **Section 7.**

1275 Health Insurance Portability and Accountability Act (HIPAA). As long as HIPAA remains in effect,  
 1276 the City shall not opt out of HIPAA.  
 1277

1278 The City will confer with the Union if there is a change under consideration. To clarify from last  
 1279 negotiations that the City will confer with the union if any change of network(s) is considered.  
 1280

1281 **ARTICLE XVIII -- LIFE INSURANCE**

1282 The City agrees to continue the present Wisconsin Employee Group Life Insurance Plan in  
 1283 accordance with the Wisconsin State Statutes or comparable coverage for eligible employees in  
 1284 the bargaining unit who have satisfactorily completed six (6) months service and who voluntarily  
 1285 choose to participate in said plan. In addition, full-time employees will have their group life  
 1286 insurance premium paid for by the City.  
 1287

1288 **ARTICLE XIX -- WISCONSIN RETIREMENT PLAN**

1289 **Section 1.**

1290 It is agreed that the City will contribute the statutory required amount to the Wisconsin  
 1291 Retirement Fund for all eligible employees covered by this agreement.

1292 Effective with the first full payroll in 2014, all employees agree to pay 5.9% of the employee's  
 1293 share of the contribution with the City agreeing to pay the remaining percentage of the  
 1294 employee's share and all of the City's share of the contribution.

1295  
 1296 Effective with the first full payroll in 2015, all employees agree to pay 100% of the employee's  
 1297 share (50% of the stated mandated rate).

1298  
 1299 **Section 2.**

1300 It is agreed that WRF contributions normally due to employees off of work while conducting  
 1301 union business, shall be made on their part by the Company and reimbursed by the Union as  
 1302 allowed under WRF policy. Time off for Union business for full-time employees will be counted  
 1303 as hours worked for the purpose of overtime. The Union agrees to reimburse the City for all lost  
 1304 wages, FICA and State pension including the scheduled overtime pay.

1305  
 1306 **ARTICLE XX -- CLOTHING ALLOWANCE AND TOOL ALLOWANCE**

1307 All Class A drivers shall receive \$260 per year in clothing allowance. All Class B part-time drivers,  
 1308 who have completed probation, shall receive \$220 per year. All Class C part-time drivers, who  
 1309 have completed probation, shall receive \$170 per year. Class D and E drivers do not receive a  
 1310 clothing allowance. New hires shall receive a prorated amount for the year of hire at the end of  
 1311 their probationary period. The clothing allowance year runs January 1 to December 31. All  
 1312 earned clothing allowances will be paid out in a lump sum on the first full payroll of the year.  
 1313 Employees that leave during the year will be required to pay back a percentage of the allowance  
 1314 based on hours paid. The City and its supplier will work to provide the availability and encourage  
 1315 the purchase of Union Made in the United States of America products whenever possible.

1316  
 1317 NEW EMPLOYEES

1318 Employees that begin employment or transfer from one area of operation to another will be credited  
 1319 with uniform, tool and/or shoe allowance once he/she has successfully completed training and the  
 1320 probationary period. This will be calculated based on weeks or months of service for the remainder of  
 1321 the year. For example, if an employee is hired in January and trains through the month of February and  
 1322 then completes the probationary period (fixed route – 90 days), the employee would be credited with  
 1323 beginning regular work on June 1. Therefore, the employee will receive 7/12 or 58.3% of the allowance  
 1324 to purchase uniforms, tools and/or shoes.

1325  
 1326 EMPLOYEES THAT TERMINATE EMPLOYMENT

1327 Employees will be required to pay back a prorated portion of these payouts when employment  
 1328 terminates with the City. This will be calculated based on weeks of service during the year in which  
 1329 employment terminates. Employees will be credited only for weeks or months worked and will be  
 1330 required to repay for time not worked in the calendar year. For example, if an employee terminates at  
 1331 the end of March, he/she will be credited with working 3/12 or 1/4 (25%). The employee will then be  
 1332 required to pay back 75% of the paid out uniform, tool and/or shoe allowance that was paid out at the  
 1333 beginning of the year.

1334  
 1335 Management will enforce a dress code, to include the type of uniform and shoes to be worn.

1336  
 1337 Optional Union patches or emblems will be allowed on the uniform.

1338

- 1339 Union-supplied Union labels to be put on the bus. Size and placement location to be approved  
 1340 by the City.  
 1341  
 1342 A Union-supplied locked and secured suggestion box will be allowed.  
 1343  
 1344 A form tree provided by the Union will be allowed to be put in the drivers' room under or near  
 1345 the bulletin board.  
 1346  
 1347 It is agreed that operators, after completing their probation period, will wear prescribed uniforms  
 1348 at all times while operating coaches. New employees are required to wear something close to  
 1349 required uniform. Required uniform is not enforced until completion of probationary period.  
 1350  
 1351 Uniform shall consist of jackets, slacks, sweaters, belts and shoes.  
 1352  
 1353 Drivers must wear a clean uniform and may not wear colored t-shirts or turtlenecks that show out  
 1354 under the uniform shirt or blouse.  
 1355  
 1356 If approved by management, either a burgundy or dark blue button-down sweater, V-neck  
 1357 sweater, or vest, a burgundy or light-blue long or short-sleeve shirt or polo, summer skorts, or  
 1358 navy-blue vest will be allowed as part of the uniform.  
 1359  
 1360 Drivers may wear brown or black shoes or boots. Sandals, gym shoes and/or any other type of  
 1361 athletic shoe will NOT be worn as part of the uniform.  
 1362  
 1363 A management-approved dark blue baseball cap will be considered an optional part of the  
 1364 uniform. Said cap must be worn with the brim forward at all times.  
 1365  
 1366 Shirts without tails do not have to be tucked in.  
 1367 Uniforms shall not be worn off-duty.  
 1368  
 1369 Effective January 1, 2023, mechanics shall be paid \$600 per year for replacement or purchase of  
 1370 authorized tools. Part-time tool allowance to equal 50% of full-time mechanic. Mechanics and  
 1371 maintenance assistants shall be paid \$150 per year for steel-toed safety shoes/ boots or  
 1372 management approved seasonal jacket to be worn at work. All earned tool and safety shoe  
 1373 allowances will be paid out in a lump sum on the first full payroll of each year for the duration of  
 1374 this agreement.  
 1375  
 1376 **ARTICLE XXI -- BEREAVEMENT PAY**  
 1377 **Section 1.**  
 1378 When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current  
 1379 spouse, child, brother or sister, legally adopted child, or dependent children of spouse residing in  
 1380 the employee's household, the employee, upon request, will be excused for three (3) consecutive  
 1381 scheduled work days, if scheduled, otherwise three (3) consecutive calendar days , to attend the  
 1382 funeral.  
 1383  
 1384 For death of a natural grandparent, grand-child, brother-in-law or sister-in-law, the employee,  
 1385 upon request, will be excused for one (1) day to attend the funeral.  
 1386

1387 Effective June 1, 1992 prorated bereavement pay shall be extended to Class B and C employees.  
 1388 Effective January 1, 2010, the bereavement benefit shall be extended to Class D employees by  
 1389 their respective classification to a total of two (2) days annually.  
 1390

1391 **Section 2.**

1392 An employee excused from work under this article shall, after making application, receive the  
 1393 amount of wages, exclusive of shift or any other premium, that he/she would have earned by  
 1394 working during straight time hours on such scheduled days of work for which he/she was  
 1395 excused. Time thus paid will not be counted as hours worked for purposes of overtime.  
 1396

1397 If a paid day of bereavement leave falls during an employee's vacation period, he/she shall  
 1398 receive bereavement pay in lieu of using a vacation day. Said vacation day may be used at a later  
 1399 date in the same year.  
 1400

1401 **ARTICLE XXII -- JURY DUTY**

1402 All classifications of employees who are subpoenaed and serve on jury duty or are absent due to  
 1403 a subpoena relating to Company business on any days which are scheduled work days for them  
 1404 shall be excused for the time spent in jury service and shall receive their regular rate of pay for  
 1405 said time served on jury duty, not to exceed twenty (20) days per calendar year, subject to the  
 1406 following provisions:

- 1407       A.       The employee must present proof of jury duty service stating the dates and hours  
 1408               per day served on jury duty.  
 1409       B.       The employee shall immediately endorse his/her check for such jury service over  
 1410               to the Finance Director/Treasurer for deposit into the proper fund.  
 1411       C.       When the employee is excused from jury service, either temporarily or  
 1412               permanently, the employee shall report back to work within one (1) hour to  
 1413               complete his/her shift. The total of hours on jury duty and actually worked shall  
 1414               not exceed the number of hours in the employee's regularly scheduled shift.  
 1415       D.       Time paid for jury duty shall be counted as hours worked for purposes of  
 1416 overtime.  
 1417

1418 **ARTICLE XXIII -- GENERAL COMMITMENT OF UNION**

1419 **Section 1.**

1420 It is agreed by the City and the Union that, in consideration of the mutual covenants herein  
 1421 contained, the members of the Union will be courteous to passengers and the general public at  
 1422 work at all times to the best interest of the City. They further agree that they will at all times  
 1423 comply with the rules of the Utility, Federal laws and regulations, State Laws, and City Ordinances,  
 1424 and use every effort to prevent injury to property and person of the City and the traveling public.  
 1425

1426 **Section 2.**

1427 The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any  
 1428 manner cause them either directly or indirectly to commit any concerted acts of work stoppage,  
 1429 slowdown, or refusal to perform any customarily assigned duties for the Municipal Employer,  
 1430 namely the City. However, whether or not the Union is liable for such acts or actions, any  
 1431 employee who commits any of the acts prohibited in this section may be subject to the following  
 1432 penalties:

- 1433       A.       Discharge as provided for by law.  
 1434       B.       Other disciplinary action as may be applicable to such employee.

1435 C. Loss of all compensation, vacation benefits, and holiday pay as determined by the  
 1436 City.  
 1437 Upon notification in writing by the City to the Union that certain of its members are engaged in a  
 1438 wildcat strike, the Union shall immediately, in writing, order such members to return to work  
 1439 immediately, provide the City with a copy of such an order, and a responsible official of the Union  
 1440 shall publicly order them to return to work. Such characterization of the strike by the City shall  
 1441 not establish the nature of the strike. Such notification by the Union shall not constitute an  
 1442 admission by it that a wildcat strike is in progress or has taken place or that any particular  
 1443 member is or has engaged in a wildcat strike. The notification shall be made solely on the  
 1444 representations of the City. In the event that a wildcat strike occurs, the Union agrees to take all  
 1445 reasonable effective and affirmative action to secure the members return to work as promptly as  
 1446 possible. Failure of the Union to issue such order and/or take such action shall be considered in  
 1447 determining whether or not the Union caused or authorized, directly or indirectly, the strike.  
 1448

1449 **ARTICLE XXIV -- BASE PAY**

1450 **Section 1.**

1451 The pay scale of employees shall be on the basis of the hourly rates as prescribed herein for the  
 1452 respective positions.

1453  
 1454 For all new employees in all classifications, the rate during the probationary period shall be 100  
 1455 percent of base rate.

1456  
 1457 Mechanics will be evaluated after six (6) months and either be retained as a mechanic or let go in  
 1458 the case of an incompetent new hire or transferred back to the earlier position in the case of a  
 1459 transferee.

1460  
 1461 **Section 2.**

1462 The department head must recommend in writing the advancement in salary of each employee in  
 1463 his department who has met the requirements for compensation advancement, the  
 1464 recommendation shall include a certification that the employee's service has been satisfactory in  
 1465 all respects for a minimum of two (2) months prior to the effective date of the recommended  
 1466 advancement in salary.  
 1467

1468 **Section 3.**

1469 **2026 - 2.75%**

1470 Top base pay rates effective the first full payroll of the year are as follows:

1471	Driver Class A/B/C	\$27.01
1472	Driver Class D/E	\$20.61
1473	Maintenance Foreman	\$38.43
1474	Mechanic	\$32.05
1475	Maintenance Assistant	\$23.46

1476  
 1477 **2027 - 2.75% + 0.50% CLASS D/E**

1478 Top base pay rates effective the first full payroll of the year are as follows:

1479	Driver Class A/B/C	\$27.76
1480	Driver Class D/E	\$21.28
1481	Maintenance Foreman	\$39.49
1482	Mechanic	\$32.93

1483 Maintenance Assistant \$24.10

1484

1485 **2028 - 2.75% + 0.50% CLASS D/E**

1486 Top base pay rates effective the first full payroll of the year are as follows:

1487 Driver Class A/B/C \$28.52

1488 Driver Class D/E \$21.97

1489 Maintenance Foreman \$40.57

1490 Mechanic \$33.83

1491 Maintenance Assistant \$24.77

1492

1493 **Section 4.**

1494 A bus operator will receive an additional dollar (\$1.00) per hour for training new operators. The  
1495 company reserves the right to assign the training driver to any route for the purpose of training  
1496 new employees. No employee shall lose wages as part of this agreement.

1497

1498 Effective January 1, 2014, all new employees hired shall receive a longevity bonus as follows:

1499

1500 1. After 5 years of continuous employment a \$300 lump sum will be paid annually in  
1501 December of that year.

1502 2. After 10 years of continuous employment a \$600 lump sum will be paid annually in  
1503 December of that year.

1504

1505 3. After 15 years of continuous employment a \$900 lump sum will be paid annually in  
1506 December of that year.

1507

1508 4. After 20 years of continuous employment a \$1,200 lump sum will be paid annually in  
1509 December of that year.

1510

1511 Longevity payments will be credited based upon date of hire. Employees hired prior to January 1,  
1512 2014 will receive longevity based upon date of hire. Rates of pay effective the first full payroll of  
1513 each year will be as follows:

1514

1515 **2026**

1516 UNDER 5 YRS 5 YRS 10 YRS 15 YRS 20 YRS

1517 0% 2.5% 5.0% 7.5% 10.0%

1518 CLASS A/B/C DRIVER 27.01 27.69 28.36 29.04 29.71

1519 MECHANIC 32.05 32.85 33.65 34.45 35.25

1520 MAINTENANCE ASST. 23.46 24.04 24.63 25.22 25.80

1521

1522 **2027**

1523 UNDER 5 YRS 5 YRS 10 YRS 15 YRS 20 YRS

1524 0% 2.5% 5.0% 7.5% 10.0%

1525 CLASS A/B/C DRIVER 27.76 28.45 29.14 29.84 30.53

1526 MECHANIC 32.93 33.75 34.58 35.40 36.22

1527 MAINTENANCE ASST. 24.10 24.71 25.31 25.91 26.51

1528

1529

1530

	2028	UNDER 5 YRS	5 YRS	10 YRS	15 YRS	20 YRS
1531						
1532						
1533		0%	2.5%	5.0%	7.5%	10.0%
1534	CLASS A/B/C DRIVER	28.52	29.23	29.95	30.66	31.37
1535	MECHANIC	33.83	34.68	35.53	36.37	37.22
1536	MAINTENANCE ASST.	24.77	25.38	26.00	26.62	27.24

1537

1538 **Section 5.**

1539 All commissions received from vending machines on site shall be collected and recorded by the  
1540 company. Said funds shall be used for employee social functions as agreed upon by Union and  
1541 Management.

1542

1543 **Section 6.**

1544 Direct deposit of wages, in bank of employee's choice will take effect for all employees as soon as  
1545 possible after mutual ratification of this agreement. The City agrees to put hours on pay check  
1546 stubs of all classifications of employees if it can be done.

1547

1548 **ARTICLE XXV -- MISCELLANEOUS**

1549 **Section 1.**

1550 The City agrees to implement a flexible spending program effective July 1, 2001, to provide pre-  
1551 tax payment of medical, childcare, and parking expenses up to plan limits. Effective January 1,  
1552 2008, Class D/Paratransit employees are eligible to participate in the flexible spending program.

1553

1554 **Section 2.**

1555 Except as otherwise stated, benefits are effective the first payroll following receipt of a signed  
1556 contract and will be made only to those employees on the payroll as of the date the Transit  
1557 Commission approves the contract and to employees who retired or died on and after January 1,  
1558 2003, up to and including the date the Transit Commission approves the contract.

1559

1560

1561

1562 \_\_\_\_\_ DATE

1563

1564

1565

1566 \_\_\_\_\_ DATE

1567

1568

1569

1570 \_\_\_\_\_ DATE

1571

1572

1573

1574 \_\_\_\_\_ DATE

1575

1576

1577

1578

**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](http://mutualofomaha.com).

**ELIGIBILITY**

<b>CLASS DEFINITION(S)</b>	Class 1: All Eligible Transit Employees
<b>ELIGIBILITY REQUIREMENT</b>	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.
<b>MINIMUM WORK HOURS</b>	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

1623  
 1624  
 1625  
 1626  
 1627  
 1628  
 1629  
 1630  
 1631  
 1632  
 1633  
 1634  
 1635  
 1636  
 1637  
 1638  
 1639  
 1640  
 1641  
 1642

## **ADDITIONAL BENEFITS**

<b>DEFINITION OF WEEKLY EARNINGS</b>	Earnings Just Prior to Disability, Annual Salary
<b>VOC REHAB INCENTIVE</b>	5%
<b>REASONABLE ACCOMMODATION BENEFIT</b>	100%, up to \$1,000
<b>LAYOFF/FURLOUGH/ LEAVE</b>	<ul style="list-style-type: none"> <li>▪ Temporary Layoff - Not Included</li> <li>▪ Furlough - Not Included</li> <li>▪ Personal Leave - Not Included</li> </ul>
<b>CONTINUATION FOR FEDERAL AND STATE LAWS</b>	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.
<b>FICA PAYMENT</b>	The employer will deposit their portion of any applicable FICA tax with the IRS.
<b>W-2 PREPARATION</b>	Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.

**CITY OF SHEBOYGAN  
RESOLUTION 196-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with the City of Plymouth for Assessment Services.

WHEREAS, the City of Sheboygan outsourced assessment services in 2016 in an effort to reduce costs; and

WHEREAS, the term of the City's current contract with assessment services vendor, Catalis, concludes as of December 31, 2026; and

WHEREAS, the State of Wisconsin passed legislation in 2023 setting aside \$300 million for the Innovation Grant program aimed at assisting municipalities with the combination of services to implement process efficiencies or realize cost savings; and

WHEREAS, City staff have contemplated the benefits of bringing the assessment services back in-house as a division of the Finance Department and believe that there is significant benefit to making this change in conjunction with the application for the State of Wisconsin Innovation Grant; and

WHEREAS, partnering with the City of Plymouth to provide assessment services will allow both municipalities to receive local staff improving overall service and recognize potential cost savings.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to execute the agreement with the City of Plymouth for assessment services in form substantially similar to the attached.

BE IT FURTHER RESOLVED: That the Finance Director is directed to bring forward all necessary resolutions to the Common Council in order to effectuate this change ahead of the 2027 budget process.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**AGREEMENT**

Between THE CITY OF SHEBOYGAN and  
THE CITY OF PLYMOUTH  
for THE PROVISION OF ASSESSMENT SERVICES

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of March, 2026, by and between the City of Sheboygan, a Wisconsin municipal corporation, (“Sheboygan”) and the City of Plymouth, a Wisconsin municipal corporation (“Participating Municipality”).

Whereas, pursuant to Section 66.0301(2) of the Wisconsin Statutes municipalities may contract with other municipal entities for the purpose of furnishing services or joint exercise of power; and

Whereas, the City of Sheboygan has offered to contractually provide comprehensive real property assessing services to Participating Municipality in an effort to reduce expense to the communities subject to this agreement; and

Whereas, Participating Municipality has determined that such a contract would be in the best interest of its residents; and

NOW, THEREFORE, the City of Sheboygan and Participating Municipality, in consideration of mutual promises, covenants, conditions and obligations as set forth herein, enter into this intergovernmental Agreement as follows:

**ARTICLE I. SCOPE OF SERVICES**

1.01 RESPONSIBILITIES OF THE CITY OF SHEBOYGAN. The City of Sheboygan Assessor’s Office shall:

- A. Maintain certification with the Wisconsin Department of Revenue, pursuant to Wis. Stat. § 73.09 and meet the necessary qualifications to perform the functions of the office.
- B. Serve as the Statutory Assessor for Participating Municipality and sign the Assessor’s Affidavit of the annual Property Assessment Roll.
- C. Perform all statutory functions and all work required to properly and professionally assess the real property of Participating Municipality.
- D. Perform inspections on properties within Participating Municipality pursuant to statutory obligations and the Wisconsin Property Assessment Manual (“WPAM”) for the purpose of generating valuations and updating property records or information.

- E. Generate valuations for real property within Participating Municipality in compliance with Wisconsin Statutes and the WPAM including:
    - 1. Review and assess all properties that were under partial construction as of January 1, of the previous year.
    - 2. Review and assess new construction as of January 1 of the current year.
    - 3. An account of all destroyed or demolished buildings.
    - 4. Process and apply necessary valuation to parcel splits and new plats.
    - 5. This includes review and assessment of all properties under partial construction as of January 1 of the previous year and review and assessment of new construction as of January 1 of the current year.
  - F. Maintain property records for Participating Municipality including:
    - 1. ownership information
    - 2. accurate and correct legal description and address
    - 3. contact information if available
    - 4. transfer or sale document information
    - 5. valuation records, permit information
    - 6. digital photographs, to be updated as needed
    - 7. permits or copies thereof in the property record files
    - 8. any additional record or data that would cast light upon the valuation of the subject property.
    - 9. Records will be maintained by Sheboygan for Participating Municipality pursuant to Section 5.02 of this Agreement. Upon the expiration of this agreement, records will be provided to Participating Municipality.
  - G. Serve as Participating Municipality's professional representative in matters to which this Agreement applies. Sheboygan may employ multiple assessors or engage in outside contractors at its own discretion to comply with the terms of this agreement.
  - H. Mail or cause to be mailed Notices of Changed Assessments and/or Notices of Assessment to property owners and others as required by state statute.
  - I. Provide all services necessary for open book, property owner conferences, Board of Review, and all other appeals and litigation.
  - J. Maintain designated office hours, pursuant to the terms of Section 6.03 of this agreement.
  - K. Perform all other duties incidental to the normal duties of a Municipal Assessor, including but not limited to the filing and retention of any necessary reports locally, or at the county or state level.
- 1.02 RESPONSIBILITIES OF PARTICIPATING MUNICIPALITY. Participating Municipality shall:
- A. Provide the Sheboygan Assessor's Office with monthly building permit reports listing all building permits issued within 15 days after the last day of the month in which the permits were issued.

- B. Provide, or obtain and provide, certified copies of any zoning changes, land divisions or parcel combinations, and recorded final plats, either from internal records or as they become available from the county within 15 days of any receipt or changes to said records.
- C. Provide the Sheboygan Assessor's Office with monthly listings of all fire reports involving property within 15 days after the last day of the month in which the events occurred.
- D. Provide the Sheboygan Assessor's Office with any information regarding the acquisition or disposition of real property by the municipality and, to the extent known, by the applicable county within 30 days of the event.
- E. Promptly review and not unnecessarily delay or deny approval of any reports prepared by the Sheboygan Assessor's Office on the Participating Municipality's behalf.
- F. Provide assessment personnel a workspace of sufficient size to meet with the public, during mutually agreed times, with access to a sufficient number of tables, chairs, and telephones.
- G. Provide legal representation for the Sheboygan Assessor when acting as the statutory assessor or acting within this Agreement for the Participating Municipality, without limiting the indemnification and insurance obligations in this Article.
- H. Appoint a local Board of Review and bear the entire cost of the annual Board of Review proceedings, except for the functions of the Assessor.
- I. Recognize that employees of the City of Sheboygan are public employees and that any concerns over performance or work shall be addressed to the City of Sheboygan Director of Human Resources or designee.
- J. Pay for services rendered by the City of Sheboygan as identified or provided for through this agreement.
- K. Pay for all postage related to assessment letters, notices, and publication.

## ARTICLE II. TERM, ENFORCEMENT, AND TERMINATION

### 2.01 TERM

- A. The term of this agreement shall be for a period of 4 years, beginning January 1, 2027 and ending December 31, 2030.
- B. Any extension of this agreement must be made by mutually agreed upon terms by the City of Sheboygan and the Participating Municipality, and should include an evaluation of any change in the number of tax parcels within Sheboygan and the Participating Municipality to ensure the costs and fees associated with future contracts reflect the levels of services required or requested.

### 2.02 ENFORCEMENT AND AGREEMENT

- A. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Wisconsin.
- B. In the event of a dispute within the terms of the agreement, the Parties will both mutually attempt to resolve the dispute in good faith and may consent to mediation.

2.03 EARLY TERMINATION

- A. This Agreement may be terminated by either the City of Sheboygan or the Participating Municipality, each in their sole discretion, by providing written notice of termination to the other party on or before October 1 of the current calendar year. Any such termination shall become effective on January 1 of the immediately following calendar year, unless the parties mutually agree in writing to an alternative effective date. The October 1 notice requirement is intended to ensure continuity of services and to accommodate the parties' budgetary planning.
- B. In the event of termination, the Participating Municipality shall remain obligated to pay for all services rendered under this Agreement through December 31 of the calendar year in which notice of termination is given.

ARTICLE III. COSTS AND FEES

3.01 FINANCIAL OBLIGATIONS: The following contain the financial conditions and consideration of the Agreement:

A. Schedule:

Year	Assessment Cycle	Rate
2027	MARKET UPDATE	\$54,680.00
2028	MAINTENANCE	\$56,320.00
2029	MARKET UPDATE	\$58,010.00
2030	MAINTENANCE	\$59,750.00

- B. The Participating Municipality is responsible for all litigation costs associated with the contest of assessments after the close of Board of Review for that calendar year, however any necessary testimony and preparation by the Assessor as part of post-Board of Review litigation will carry no additional cost beyond what is described in section 3.01 A. provided that the litigation originates related to an assessment completed through this agreement.
- C. The Participating Municipality will pay all postage, printing, mailing, or costs associated with the production and mailing of assessment letters, notices, and publications.

- D. The yearly rate will be paid to the City of Sheboygan Treasurers office in two installments, each consisting of ½ of the agreed upon rate. Payments will be made by February 10<sup>th</sup> and August 10<sup>th</sup> for the contract year.
- E. Payments not received within 30 calendar days after the due date shall be considered delinquent. Delinquent payments shall accrue a 1% penalty per month. In the event any delinquency extends beyond sixty (60) days, the parties agree that Sheboygan may declare the full remaining annual balance be due immediately and the Participating Municipality shall pay said amount within 10 days.

#### ARTICLE IV. MAINTENANCE AND REVALUATION

##### 4.01 ASSESSMENT CYCLE REVISIONS

- A. The Scope of the Assessment needed (maintenance or market update) is identified within the Assessment Cycle Schedule in Section 3.01.
- B. The Parties to this agreement understand that changes to the Assessment Cycle Schedule may be required under certain circumstances. In the event the scope or necessity for the yearly assessment cycle (maintenance or market update) changes from what has been identified in Section 3.01 of this agreement, the parties will work collaboratively and in good faith to identify the scope of work, costs of work, and availability of the Sheboygan Assessor to accomplish the desired changes to the assessment cycle. The parties agree that in the event of a change to the assessment cycle, an addendum to this agreement must be generated to identify the new scope and rate of any changes to the schedule in Section 3.01.
- C. That the Parties agree that unless there is an addendum or amendment to this agreement, the Sheboygan Assessor acting as the statutory assessor for the Participating Municipality will accomplish the assessment cycle as identified in Section 3.01 A.

##### 4.02 MAINTENANCE YEAR

- A. Pursuant to the schedule identified in Section 3.01 A, assessment cycles identified as “MAINTENANCE” shall consist of copying the assessment from the previous year and updating the property records for changes, including new construction, combining or splitting of parcels, remodeling, demolition, annexation and zoning changes, and changes in classification.
- B. During a Maintenance year, unless otherwise specified by the parties in an addendum to this agreement and subject to requirements of state law and WPAM, the statutory assessor will:
  1. Evaluate any annexed property, any properties with changed exemption status, demolitions, fire damage, new construction,

change in classification, parcels with ongoing construction, changes in legal description, and changes in zoning.

2. Conduct a land study as necessary.
3. Inspect the exterior of buildings that have identified changes.
4. Conduct an interior inspection, as authorized by law, of any buildings with changes.
5. Measure or verify building dimensions as needed, including any necessary photos or sketches.
6. Review classifications.
7. Validate usability of sales.
8. Verify sales attributes
9. Generate value determinations for parcels that have undergone changes.
10. Review/Revalue properties that have undergone changes.
11. Determine the Assessment Level of the aggregate assessment.
12. Mail notice of change in assessment for properties to affected properties.
13. Add any omitted properties to assessment roll
14. Correct any errors in assessment roll.
15. Hold open Book.
16. Attend Board of Review.

#### 4.03 MARKET UPDATE YEAR

- A. Pursuant to the schedule identified in Section 3.01 A, assessment cycle labeled as “MARKET UPDATE” shall include an assessment of all parcels in the municipality.
- B. During a Market Update year, unless otherwise specified by the parties in an addendum to this agreement and subject to requirements of state law and WPAM, the statutory assessor will:
  1. Evaluate any annexed property, any properties with changed exemption status, demolitions, fire damage, new construction, change in classification, parcels with ongoing construction, changes in legal description, and changes in zoning.
  2. Analyze problem strata identified from previous assessment year.
  3. Conduct a land study as necessary.
  4. Inspect the exterior of buildings with changes.
  5. Conduct an interior inspection, as authorized by law, of buildings with changes.
  6. Measure or verify building dimensions, including any necessary photos and sketches of primary buildings, as needed.
  7. Analyze neighborhood, property types, and trends.
  8. Update property records cards and create new as needed.
  9. Review property classifications.

10. Validate usability of sales.
11. Verify sales attributes
12. Generate value determinations for all parcels with changes.
13. Review/Revalue all properties.
14. Determine the Assessment level of the full value of the parcels
15. Mail notice of change in assessment for properties to affected properties.
16. Add any omitted properties to assessment roll
17. Correct any errors in assessment roll.
18. Hold open Book.
19. Attend Board of Review.

#### ARTICLE V. INSURANCE

##### 5.01 INSURANCE AND LIABILITY.

- A. Participating Municipality will maintain insurance coverage, which may include self-insurance or coverage through a municipal pool, and agrees to indemnify, defend, and hold harmless Sheboygan, its officers, employees, officials, and agents, from and against all claims, demands, actions, and causes of action arising from any act or omission stemming from or through execution of work identified within this Agreement, other than willful misconduct of Sheboygan, its officers, employees, officials, or agents.
- B. Any acts or omissions on the part of the Sheboygan Assessor, or Sheboygan officers, employees, or officials that are not within the scope of the work identified or actually completed in furtherance of this agreement shall be the sole responsibility of the City of Sheboygan.
- C. The indemnification and defense obligations in this Article are independent of, and shall not be limited by, any insurance coverage or the limits of any insurance policy, workers' compensation act, contribution statute, or comparative fault law, and shall survive expiration or termination of this Agreement.
- D. Nothing within this Agreement shall be construed as a waiver or estoppel of the Parties statutory limitations, defenses, and immunities contained within but not limited to Wis. Stat. §§ 893.80, 895.52, 345.05. To the extent that indemnification is available and enforceable, the Sheboygan is not liable in indemnity or contribution for any amount greater than the limit of liability for municipal claims established by Wisconsin Law.

#### ARTICLE VI. PERSONNEL

6.01 PERSONNEL. Personnel matters between the City of Sheboygan and Participating Municipalities:

- A. The City of Sheboygan shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
- B. All conflicts with assessing department personnel shall be reported to the City Assessor or the City's Director of Human Resources. The City will provide the Participating Municipality with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a City personnel file.

#### 6.02 INDEPENDENT CONTRACTOR.

- A. It is agreed that the City of Sheboygan Assessors office at all times shall be considered an independent contractor in the performance of its duties under this Agreement and its employees and agents shall not be considered employees of the Participating Municipality for any purpose.

#### 6.03 OFFICE HOURS

- A. Sheboygan Assessor staff will maintain standard office hours at the City of Sheboygan City Hall located at 828 Center Avenue, Sheboygan, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, email or in person. Office hours will match those of City Hall. The department shall be closed on days that City Hall is closed, including holidays. Office hours may also be staffed by appointment at the discretion of Assessor staff.
- B. The Assessor or assessor staff will also maintain a minimum of 8 office hours per month at the designated location for the Participating Municipality. The parties will identify mutually agreeable times or schedules to hold these officer hours at the Participating Municipality's designated location. Further, the Parties acknowledge that during certain times of the year, there may be a need for additional office hours, staff time, or citizen appointments. The Sheboygan Assessor acting under this agreement shall work with the Participating Municipality to arrange and schedule additional time as needed.
- B. Pursuant to Section 1.02(F), Participating Municipality will provide sufficient work space to meet with the public, during mutually agreed times, with access to a sufficient number of tables, chairs, and telephones.

#### 6.04 EFFECT OF STAFFING SHORTFALL FOR CITY OF SHEBOYGAN

- A. In the event that the City of Sheboygan is unable to reasonably maintain or obtain Assessor staff with the necessary qualifications to satisfy this agreement, the parties to this agreement agree to work in collaboration to determine a mutually agreeable solution.

- B. In the event a mutually agreeable solution cannot be reached, this agreement shall be considered immediately terminated as of the date Sheboygan had notified the Participating Municipality that it is unable to meet its obligations of this agreement, and the Participating Municipality shall only be required to pay for uncontested services that have been rendered as of termination date outlined in this section.

## ARTICLE VII. ADMINISTRATION

### 7.01 ADMINISTRATION OF AGREEMENT.

- A. This Agreement shall be administered on behalf of the City of Sheboygan by the City Administrator or the Administrator's designee and on behalf of the Participating Municipality by the chief elected officer or such officer's designee.

### 7.02 RECORDS

- A. The City of Sheboygan shall keep all of the records arising out of this Agreement pursuant to the necessary statutory timelines OR until the completing of this agreement, whichever comes first. Parties to this Agreement understands that such records may be subject to the provisions of Wisconsin law related to public records.
- B. The Parties to this Agreement acknowledge that each Party is responsible for its own compliance with open records laws and requirements. In the event of a request for Public Records to the Participating Municipality for records contemplated or created under this Agreement, Participating Agency will contact the City of Sheboygan Assessor's Office in order to obtain said records. The City of Sheboygan will provide said records requested by Participating Municipality to the Participating Municipality, along with any statutory allowable costs for production or location of said record, and Participating Municipality will be responsible to fulfill said records request. Participating municipality will repay Sheboygan for any reasonable costs for production of records, pursuant to Wis. Stat. 19.35.
- C. If Sheboygan receives a request for any records or documents generated pursuant to this agreement and that pertain solely to the Participating Municipality, Sheboygan will confer with Participating Municipality before satisfying any such request. This does not apply to information that is otherwise available to the public without review or consideration as part of any online public portal, outside the scope of information that is available through online public portals, such requests will be provided to the Participating Municipality for consideration.
- D. Upon conclusion of this agreement, whether by expiration of the term, non-renewal, or termination, records created under this Agreement and held by

the City of Sheboygan pursuant to this Agreement pertaining to the Participating Municipality shall be turned over to Participating Municipality for their own records retention and the City of Sheboygan has no continuing obligation to maintain said records after they are turned over to the participating municipality. If this agreement is extended or otherwise persists beyond seven (7) years of records retention, the City of Sheboygan may destroy records in accordance with the record retention schedules and pursuant to its own policy on destruction of records. Participating Municipality may request or review any records generated or created through services rendered within this agreement, other than records solely created by and for use by the City of Sheboygan.

#### 7.03 SEVERABILITY

- A. The provisions of this Agreement, and the parts of each provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.

#### 7.04 NOTICES

- A. Notices for the City of Sheboygan shall be sent to:

City of Sheboygan Finance Director  
828 Center Avenue, Suite 110  
Sheboygan, WI 53081-4442

- B. Notices for Participating Municipality shall be sent to:

City of Plymouth  
128 Smith Street  
Plymouth, WI 53073

#### 7.05 LEGAL REPRESENTATION AND BOARD OF REVIEW

- A. Participating Municipality remains responsible for appointing the Board of Review and for the costs of those proceedings, and shall provide legal representation for the Sheboygan Assessor when acting as the statutory assessor or acting within this Agreement for the Participating Municipality, without limiting the indemnification and insurance obligations in this Article.

### ARTICLE VIII. INNOVATION GRANT

## 8.01 GRANT ADMINISTRATION

- A. Sheboygan and Participating Municipality shall collaboratively develop, prepare, and review all grant applications, project narratives, budgets, and related documentation prior to submission. Each party shall designate a representative to coordinate efforts, share information, and ensure mutual understanding of project scope, timelines, and deliverables. Any grant funds awarded by the Wisconsin DOR related to this contract for the Innovation Grant shall be allocated to the City, unless otherwise mutually agreed upon in writing.
- B. The parties may, through mutual written consent, revise the cost-share arrangement to reflect future changes in eligibility or the pursuit of additional innovation-related grants or shared service funding opportunities. Any early termination of this agreement however will be subject to the provisions of section 2.03.

## 8.02 COST OF PROVIDING SERVICE IN PRIOR YEAR

- A. City (Transferee): The total estimated cost of providing the service in 2026 (prior year) is \$491,657. Total cost includes, but is not limited to, the contract cost for assessment services, technology support and supplies.
- B. Participating Municipality (Transferor): The total estimated cost of providing the service in 2026 (prior year) is \$86,500. The total cost includes, but is not limited to, the contract cost for assessment services.
- C. The Parties agree that, should minor modifications to this Agreement be necessary for the administration of the WI DOR Innovation Grant, the City Administrator(s) are authorized to execute a separate Memorandum of Understanding to satisfy the grant's requirements.

## 8.03 GRANT PROCEEDS

- A. The grant proceeds for both the City and Participating Municipality will be allocated fully to the City.