



# **\*\*\*AMENDED\*\*\*NINTH REGULAR COMMON COUNCIL MEETING AGENDA**

**August 01, 2022 at 6:00 PM**

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

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"Gratitude turns what we have into enough" - Melody Beattie

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

Notice of the 9th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, August 1, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

## **OPENING OF MEETING**

- 1. Roll Call**  
*Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely*
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**  
*Eighth Regular Council Meeting held on July 18, 2022*
- 4. Resignation**  
*John Motiska from the City Plan Commission*
- 5. Mayoral Appointment**  
*Joe Heidemann to Maywood Environmental Park Advisory Board*
- 6. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*
- 7. Mayor's Announcements**  
*Upcoming Community Events, Proclamations, Employee Recognitions*

## **CONSENT**

- 8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- 9.** R. C. No. 56-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 44-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the document.

- [10.](#) R. C. No. 55-22-23 by Public Works Committee to whom was referred Res. No. 39-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network; recommends adopting the Resolution.
- [11.](#) R. C. No. 57-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole; recommends filing the claim.
- [12.](#) R. C. No. 58-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 19-22-23 by City Clerk submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue; recommends filing the claim.
- [13.](#) R. C. No. 59-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 40-22-23 submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation; recommends adopting the schedule and filing the document.
- [14.](#) R. C. No. 60-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 143-21-22 by City Clerk submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.; recommends filing the document.
- [15.](#) R. C. No. 64-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 276-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends filing the document.
- [16.](#) R. O. No. 46-22-23 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2022.
- [17.](#) R. C. No. 67-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 43-22-23 by City Clerk submitting a license application; recommends granting the application.
- [18.](#) R. C. No. 66-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 41-22-23 by Police Chief pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing April 1, 2022 and ending June 30, 2022; recommends filing the report.
- [19.](#) R. C. No. 65-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 39-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022; recommends filing the report.

#### **REPORT OF OFFICERS**

- [20.](#) R. O. No. 45-22-23 by Board of Water Commissioners submitting a copy of the Lead Service Lateral (LSL) Replacement Program update for the Sheboygan Water Utility. ACCEPT AND FILE
- [21.](#) R. O. No. 50-22-23 by City Clerk submitting an update to Notice of Claim submitted by Mary E. Sommersberger on October 16, 2019 for alleged injuries from a fall on Sunnyside Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE



- [22.](#) R. O. No. 49-22-23 by City Clerk submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [24.](#) R. O. No. 47-22-23 by City Clerk submitting a Summons and Complaint in the matter of US Bank National Association v. Michelle Aguilar et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) R. O. No. 51-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

## RESOLUTIONS

- [26.](#) Res. No. 44-22-23 by Alderperson Ackley improving pet-friendly access to public spaces. REFER PUBLIC WORKS COMMITTEE
- [27.](#) Res. No. 45-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [28.](#) Res. No. 46-22-23 by Alderpersons Felde, Dekker, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended. REFER TO TRANSIT COMMISSION
- [29.](#) Res. No. 47-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. REFER TO PUBLIC WORKS COMMITTEE
- [30.](#) Res. No. 48-22-23 by Alderpersons Felde and Ackley establishing a rotational dispatch contract for emergency securement and board-up after fire incidents. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [31.](#) Res. No. 49-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act - State and Local Fiscal Recovery funds to the Raw Water Intake Project. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [32.](#) Res. No. 50-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

- [33.](#) R. C. No. 61-22-23 by Finance and Personnel Committee to whom was referred Res. No. 40-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station; recommends adopting the Resolution.
- [34.](#) R. C. No. 62-22-23 by Finance and Personnel Committee to whom was referred Res. No. 42-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to

the Police Department for unanticipated repairs resulting from a burst sprinkler pipe; recommends adopting the Resolution.

- 35.** R. C. No. 63-22-23 by Finance and Personnel Committee to whom was referred Res. No. 43-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department; recommends adopting the Resolution.

## **GENERAL ORDINANCES**

- 36.** Gen. Ord. No. 8-22-23 by Alderpersons Ackley, Dekker and Perrella expanding the Disorderly Conduct Ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 37.** Gen. Ord. No. 9-22-23 by Alderpersons Felde and Dekker establishing a Responsible Bidder Policy for the City of Sheboygan. REFER TO PUBLIC WORKS COMMITTEE

## **OTHER MATTERS AUTHORIZED BY LAW**

### **ADJOURN MEETING**

- 38.** 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*

August 1, 2022

Resignation

John Motiska from the City Plan Commission effective immediately.



July 28<sup>th</sup> 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alder Joe Heidemann to be considered for appointment to the Maywood Environmental Park Advisory Board

Ryan Sorenson  
Mayor  
City of Sheboygan

**Office of the Mayor**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

VI

R. C. No. 56 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 44-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the document.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 44 - 22 - 23. By FINANCE DIRECTOR. July 25, 2022.

Submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study.

### BACKGROUND / ANALYSIS:

On June 27<sup>th</sup>, the Finance and Personnel Committee reviewed a report from the Finance Director requesting guidance on how to mitigate concerns/questions and complete the Carlson-Dettmann Compensation Study. As part of the discussion that day, it was requested by the Committee that a report be shared each meeting moving forward on the progress of various areas of concern. The following notes have been compiled in order to fulfill this request.

The below items were discussed and a brief status is listed below it:

- Human Resource professional involvement

*The City will be receiving assistance from Sandra Matz for the review meetings with Patrick Glynn and Department Heads. Sandra was previously the Human Resources Director for the City of Appleton for 24 years where she has gone through a compensation study. She brings a wealth of knowledge and experience to this project.*

- Request for a Finance and Personnel Committee meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns

*Carlson-Dettmann representative, Patrick Glynn, will be at the meeting on July 25<sup>th</sup> to answer questions and address concerns of the Committee. A reminder email was sent out to all Council members on July 22<sup>nd</sup> to make sure they are aware of the meeting.*

- Communication of the process and results to Common Council and all affected staff

*Staff will continue to communicate as necessary throughout the next steps of the process. A report will be given at every Finance & Personnel Committee meeting until study is completed.*

- Need for understanding related to data and formulas used to classify positions

*A short presentation is prepared to be presented July 25<sup>th</sup> to clarify plan components.*

FAP

- Explore if separate scales should be considered for different departments/areas

*Update will be given during presentation July 25<sup>th</sup> to be discussed.*

- Recognition of staff's seniority in the implementation plan

*The Finance Director has prepared calculations to show the different costs for various implementation plans. These will be presented during the July 25<sup>th</sup> Finance and Personnel Committee for discussion.*

- Possible verbal interviews by consultant with staff

*Six Department Heads requested meetings with Carlson-Dettmann for review of various positions. These meetings will occur on July 25<sup>th</sup>. A report will be compiled for the August 8<sup>th</sup> Committee meeting to provide an update of the results of the review.*

- Financial impact on the City's budget

*No update at this time; additional information forthcoming based on requests and direction of Committee.*

**STAFF COMMENTS:**

Staff will bring forward additional information at the August 8<sup>th</sup> Finance and Personnel meeting for discussion and possible action.

**ACTION REQUESTED:**

Staff requests the Committee file this report.

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Finance Director





R. C. No. 55 - 22 - 23. By PUBLIC WORKS COMMITTEE. August 1, 2022.

Your Committee to whom was referred Res. No. 39-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 39 - 22 - 23. By Alderpersons Dekker and Perrella.  
July 18, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network.

WHEREAS, the City desires to connect the new Uptown Social Community Center to internet via the existing "Ring of Fiber" fiber optic cable network at the nearest access point located at the intersection of North 9<sup>th</sup> Street and Superior Avenue ("project"); and

WHEREAS, the City retained Multimedia Communications & Engineering ("MCE") to generate technical specifications for this project; and

WHEREAS, the City subsequently issued and advertised a Request For Bids from qualified contractors for the the project; and

WHEREAS, Elexco, Inc. provided the low bid in the amount of \$39,640.00; and

WHEREAS, MCE has confirmed that Elexco, Inc.'s bid includes all work MCE designed for the project and Elexco, Inc. possesses the knowledge and equipment necessary to successfully complete the project; and

WHEREAS, Council previously authorized utilizing American Rescue Plan Act funding to invest in Uptown Social facility improvements via Res. No. 111-21-22 adopted December 20, 2021.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Elexco, Inc. for the project in substantially similar terms as the attached contract.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$39,640.00 from Account No. 202000-531100 (Federal Grants Contracted Services).

Dean DeBke

\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND ELEXCO, INC.  
FOR THE PROVISION AND INSTALLATION OF A NEW FIBER OPTIC  
CONNECTION BETWEEN THE CITY OF SHEBOYGAN RING OF FIBER AND  
THE NEW UPTOWN SOCIAL COMMUNITY CENTER**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Elexco, Inc. ("Contractor").

**WITNESSETH:**

WHEREAS, the City is the owner of the new Uptown Social Community Center located at 1817 North 8<sup>th</sup> Street, Sheboygan WI 53081; and

WHEREAS, the City desires to connect the facility to the existing Ring of Fiber to provide the facility with connectivity to the internet as well as other City Buildings and the nearest access point to the Ring of Fiber is located at the Intersection of North 9<sup>th</sup> Street and Superior Avenue; and

WHEREAS, the City wishes to connect to the Ring of Fiber at the nearest location and terminate the fiber in an interior computer closet within the Uptown Social facility currently under construction with the majority of the work being done through the use of underground directional boring to minimize excavation and disturbance of the surface facilities along the route in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and

WHEREAS, the City issued Request for Bids # 2019-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

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

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

**Article 1. Scope of Services**

Contractor shall perform all work associated with the work as specified in Exhibits 1 & 2 related to the provision, installation and testing of the Fiber Optic Extension and Connection between the Ring of Fiber and the Uptown Social Facility (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the "Disposal"). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

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

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public right of way impacted by the project shall remain open to traffic during the project and work on the interior of the facility currently underway shall continue while the Contractor installs the fiber connection.

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

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

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

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

The City designates Eric Bushman, Information Technology Director and representatives from the City's Engineering Firm, Multimedia Consulting and Engineering, Inc. (MC&E) as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

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

The City shall pay Contractor for the Services an amount not to exceed \$39,640.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be

remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

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

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

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

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

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

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

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

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



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

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond**

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

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

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

**Article 7. Schedule**

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

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

### **Article 8. Liquidated Damages**

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

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

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

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

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

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

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

### **Article 10. Safety Requirements**

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

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

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

#### **Article 11. Open Records**

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

#### **Article 12. Termination**

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

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

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

### **Article 13. Default**

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

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

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

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

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

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

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

### **Article 16. Indemnification**

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



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

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

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

#### **Article 17. Insurance**

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

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

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

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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



**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

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

(collectively "the Contract").

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

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

**Article 30. Non-Collusion**

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

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

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

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

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

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

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

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

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

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR:**  
**ELEXCO, INC.**

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

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

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

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

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

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

# City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications



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# City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

## SECTION T1 PROJECT GUIDELINES

### T1.01 Definitions

**Bidder** – Any company or organization responding to this Bid

**Bidding Documents** – All Project instructions, attachments, worksheets, drawings, and addendums

**Contract Documents** – These Bidding Documents

**Contractor** – Bidder to whom the project is awarded

**Owner** – City of Sheboygan

**Prime-Contractor** – Same as “Contractor”

**Project** – Overall scope of work as outlined in the Bidding Documents

**Project Manager** – Multimedia Communications & Engineering, Inc. representative directing the flow and nature of work being performed

**Respondent** – Same as “Bidder”

**Subcontractor** – Any Contractor working under direct control of the Prime Contractor

**Work** – Tasks comprising the Project

### T1.02 Industrial Guidelines

This project has been designed according to the following local, state, federal, and industrial guidelines:

1. Any Addendums to this Technical Specification and CAD drawings.
2. This Technical Specification and Associated CAD Drawings.
3. Any Local Municipal Code having jurisdiction
4. National Fire Protection Agency (NFPA) ANSI/NFPA- 70 2017 Edition.
5. National Electric Service Code (NESC)
6. National Fire Protection Agency (NFPA) ANSI/NFPA- 70. National Electric Code
7. American Nation Standard Institute (ANSI) Section C1, C2.
8. ANSI/EIA/TIA-568-B Commercial Building Telecommunications Cabling Standard.
9. ANSI/EIA/TIA-607 Commercial Building Grounding Requirements for Telecommunications

Should the above documents contain conflicting requirements, the Respondent is required to follow the more stringent requirement.

### T1.03 Description of Project

This Project includes all necessary labor and materials to:

Place new single 2" duct and fiber optic cable 1,735' between an existing Fiber Optic Splice Point located at the intersection of 9<sup>th</sup> Street and Superior Avenue to the City's new Activity Center located at 1817 N. 8<sup>th</sup> Street in the City of Sheboygan.

Once the new OSP cable enters the Senior Center it will be terminated to a wall mount demarcation panel. From this panel the contractor will install 2 runs of interior innerduct and 12 strand fiber optic cable to 2 separate closet locations. One interior cable will terminate inside an existing data rack inside a data closet and the other interior cable will be run to a contractor provided and installed wall mount data cabinet inside an undeveloped portion of the building.

The project includes provisioning and placement of all labor and materials necessary to complete the project as depicted in these technical Specifications and associated Plans.

It is the Respondent's sole responsibility to verify all measurements and quantities required for a complete installation. The Contractor will be expected to complete the Project defined in these Request for Bid Documents and associated CAD Plans with the materials and labor included in their Bid.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

### T1.04 Project Management

All work will be performed under the guidance of the Owner's Hired Engineering and Project Management Firm, Multimedia Communications & Engineering, Inc. (MCE). The MCE Project Manager will interface with the Contractor's Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

The MCE Project Manager will perform all Door-Hanging along the construction routes. The Contractor will be required to video tape all areas of excavation and underground duct placement prior to construction. Videos will be used to verify existing pre-construction conditions and verify any disputes arising from the construction.

### T1.05 Construction Schedule

Construction start no later than **JULY 11<sup>TH</sup>, 2022**.

The substantial completion date, i.e. all duct handhole and cable placement is **JULY 29<sup>TH</sup>, 2022**.

Restoration does not count against any of the above completion dates.

The project deadline will be extended for documented weather or documented Permitting delays.

If the Contractor is delayed or hindered at any time in the progress of the work by any act or neglect of the City or by any Contractor employed by the City, or by changes ordered in the scope of the work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor, then the duration set forth in the construction progress schedule shall be extended as agreed to by the City and the Contractor. However, to the fullest extent permitted by law, the City, its agents and employees shall not be responsible for any loss or damage sustained by the Contractor, or by abnormal weather conditions, or by any other cause, and the Contractor agrees not to make, and hereby waives any claim for damages, and agrees that the sole right and remedy therefore shall be an extension of time.

The Owner will withhold 5% of each payment as security for payment after the completion of any restorations.

### T1.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include; vehicles, machines, tools, consumables and other work related materials off site during times when work is not being performed in the immediate vicinity. The Owner will not be required to provide onsite storage. The Owner shall not be held responsible for any loss, theft or damage to Contractors materials and equipment while stored on the jobsite or in the Contractors storage area.

### T1.07 Hours of Work

Work hours will be regulated by the Contractor performing the work and by any work restrictions placed on the project by the City of Sheboygan. Current Hours of work for this project are 7am to 7pm. Special care must be taken to avoid violation of any applicable noise or public nuisance ordinances that may apply. Interior site access will not be granted outside normal business hours or on weekends without prior approval. Contractor should not assume access will be granted outside normal hours of operation.

### T1.08 Project Foreman

The Prime Contractor must assign one Foreman to the Project who will take instruction for all Prime and Subcontracted crews. This Prime Contractor's Foreman must be on site and act as the single point of contact for the MCE Project Manager until the Project is completed.

### T1.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the Owner with a minimum of 1-year warranty on all workmanship and Contractor-provided materials related to the installation of this Project. Warranty must begin on the date of acceptance and continue for one full year thereafter.

Upon discovery of materials or workmanship that is inconsistent with the requirements of these Bidding Documents and subsequent agreements within the 1-year period, the Owner will notify the Contractor and expect to receive within



## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

3 days, a response detailing the Contractor's proposed remedy. The Owner will work with the Contractor to define a convenient time for the work to be performed.

All costs associated with repairs or restoration of any failure or inconsistency identified within the 1-year period will be borne by the Contractor.

Additional warranties on restoration and workmanship may be required by the Municipal Permitting Agencies. Such warranties are in addition to any warranty provided to the Owner.

### T1.10 Encroachment, Excavation and Obstruction Permits

#### City of Sheboygan Right of Way Excavation Permit:

Contractor must obtain all necessary permits from the City of Sheboygan prior to commencement of any project excavations. All requirements set forth in the City Permit and subsequent approval are incorporated into these bidding documents by reference.

The Contractor shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The contractor shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the work until the replacement vegetation achieves sustained growth. Where applicable, applicant shall obtain a Construction Site Erosion Control Permit.

### T1.11 Underground Utility Locating

The Contractor must abide by WI State Statute 182.0175, which outlines the responsibility of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise located during the course of construction. The Contractor must notify Digger's Hotline 3 days or more prior to commencement of any underground excavation. The Contractor may not perform work for the Owner under any Digger's Hotline locate ticket other than their own.

The Contractor must work directly with all private property owners to ensure all private utilities are properly located for areas where a new underground route extends on to private property. Private Owner facilities may not be registered with Diggers Hotline therefore prior to any work being performed on private property the Contractor will be required to notify the proper personnel to have any private facilities located. Private Property is defined as all areas outside of the public right of way.

All flags must be removed by the contractor following their completion of the underground work.

### T1.12 Soil Condition/Depth of Installation Clause

The Contractor must inform the Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect their ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in their price are deemed necessary. The Project Manager and Contractor Foreman together will determine the need for additional resources and costs.

Unit rates for Rock Bore and Cobble Rock adders have been included in the unit rate section of the Bid Response. These Unit Rates will be used to negotiate Change Orders for rock areas.

Additional charges for placement of the duct at a depth deeper than 36" for the sake of avoiding utilities or other obstructions will typically not be granted.

### T1.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the construction zone. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday the Contractor must clean the worksite and secure all equipment and tools.

Worksite safety procedures must follow and comply with the guidelines and requirements of all applicable Municipal and OSHA standards.

### T1.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the Wisconsin DOT Manual on Uniform Traffic Control for all construction being performed within various Municipal and DOT Right of Ways when requested.

### T1.15 Excavations

Excavations shall not remain open in excess of three calendar days unless specific permission is obtained from the Owner prior to the third day.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the excavation shall be completely backfilled with sand or gravel, unless permission is obtained from the Owner to use excavated material for backfill.

### T1.16 Hard Surface Potholing

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per all municipal excavations permit requirements. Core holes must be backfilled using suitable materials compacted in lifts. Cores must be replaced using a permanent epoxy such as Utilicor's Utilibond or equivalent permanent pavement bonding compound.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps unless specifically approved by the municipality. Any hard surface excavations within any sidewalk panels or ramp panels may likely result in the replacement of the entire panel by a licensed sidewalk contractor, possibly along with adjacent panels for ADA ramps at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

All grass/softscape restorations must be completed within 5 working days of the completion of excavations in the immediate area. This may be temporary restorations outside the growing season or permanent restoration during the growing season.

### T1.17 Restoration Guidelines

Restorations must follow the specific guidelines set forth by the Municipal Code or Permit for each Municipality being worked in. The Owner will not be responsible for additional costs associated with the failure to identify all restoration guidelines in the Contractor's initial Bid Response.

The Contractor is advised to videotape each area of construction just prior to the work being performed to document all pre-existing conditions.

### T1.18 Erosion Control Policy

The Contractor must employ Erosion Control Best Management Practices (BMP) following uniform statewide standards for construction site erosion control per WI State Statute 281.33 (3)(b)4.

Contractor must inspect all erosion control measures on a weekly basis and/or after ½" or more of rainfall to ensure the effectiveness of the erosion control measures.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

The contractor will be required to apply soil stabilization with the seed or biodegradable matting at the time of restoration. Loose or crimped straw will not be allowed in this installation.

Additional erosion Control measures are defined in the project CAD plans.

### Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

#### T2.01 Duct Placement Guidelines

The Contractor is responsible to provide all duct, handholes, locate posts, locate stations, locate wire, and pull rope as part of their installation responsibilities. The HDPE Duct part number referenced in Section T6 – Contractor Provided Materials, references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately.

All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of Municipal Water, Sewer, and Storm where a 5' horizontal clearance and 24" vertical clearance is required. The routes on the attached CAD plans have taken all applicable additional clearances into consideration.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

**The Owner's Project Manager will be on site to coordinate and mark the duct placement route and handhole locations once all locates have cleared.** Routes will be marked with the use of paint and flags. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right of Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

All empty ducts (if any) must be sealed using properly sized duct plugs.

Where ducts are coupled together, the contractor must use an aluminum threaded coupler.

#### T2.02 Handhole Placement Guidelines

The Contractor may be required to place new Large 36"x60"x36" pre-cast handholes, Medium 30"x48"x36" pre-cast handholes, Small 24"x36"x36" pre-cast handholes, or Extra Small 17"x30"x24" pre-cast handholes along the route as shown on the project CAD Plans. Large Handholes must be Quazite PG3660BB36 base with PG3660HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Medium Handholes must be Quazite PG3048BB36 base with PG3048HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Small Handholes must be Quazite PG2436BB36 base with PG2436HH21 Extra Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Extra Small Handholes must be Quazite PG1730BA24 base with PG1730HH21 Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Manufacturer substitutions or equals will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

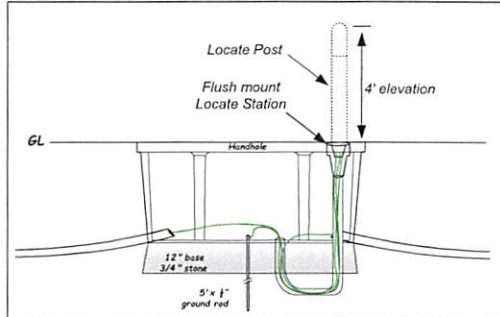
The installed handholes must sit atop a 12" bed of  $\frac{3}{4}$ " washed, crushed stone for drainage – pea gravel or other stone smaller than  $\frac{3}{4}$ " is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 6" above the surface of the crushed stone bed. After ground rod

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end.

Detail Drawing of Handhole and Locate Station Installation



### T2.03 Locate Wire and Post/Station Placement Guidelines

All locate wires will be installed outside the duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 6.01.

The Contractor will be required to install flush mount locate stations or above grade locate posts adjacent to handholes identified on the CAD Drawings. The locate stations and posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate station or post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate station or post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

At the below grade building entry point the locate wire must be run above grade using 1/2" galvanized steel conduit. Locate wire will be housed in a single gang outdoor rated outlet box approximately 4' above grade.

### T2.04 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct during the installation of the fiber optic cable.

### T2.05 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used; one for the cable, and another set 8" back from the first for the mule tape.

At each handhole the Contractor must store a cable slack loop (Slack Loop length noted on the CAD Plans) neatly coiled and labeled with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-FO.

Following cable installation all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter – do not use foam, putty, or tape to plug any duct. All spare ducts must be sealed using properly sized duct plugs.

Instances where multiple ducts are being placed, all cables and mule tape will be installed inside one duct, while the other duct will only contain mule tape for future installations.



## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

### T2.06 Underground Installation Documentation

The Contractor will be required to provide bore logs showing rod placement dates and depths as well as redline drawings showing cable placement and cable footage sequential markings within the underground duct and interior piping.

## Section T3 INTERIOR CONSTRUCTION GUIDELINES

### T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Duraline 20001845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12" coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

### T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.

### T3.03 Interior EMT/Innerduct Installation

The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room's integrity is maintained.

Where the interior conduit or Innerduct passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Prior to cutting or coring into or through any building structure the Contractor must review the core location with the Project Manager.

At each end, and along any interior EMT conduit or Innerduct path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit's #PCV-FOB.

Along any interior EMT conduit or Innerduct path the Contractor may be required to install 12"x12"x6" Type 1 pull boxes fitted with a screw cover for pulling assistance and a 24"x24"x8" Type 1 pull box fitted with a screw cover for cable storage as shown on the CAD interior plans. At every pull box (and building entry box) the Contractor must use screw type fittings to attach the conduit to the box. Pull boxes are required every 100' or when the total bend radius is to exceed 180degrees.

Any interior 2" conduit must be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.

### T3.04 Interior Cable Installation

Contractor must install the cable along the path shown on the accompanying CAD Plans.

Instances where the interior path uses existing Innerduct, EMT, or other pipe that does not contain an existing pull rope, the contractor may be required to fish the existing pathway and install a pull rope to aid in the installation of the Fiber Optic Cable.

Following the installation of the fiber optic cable through the exterior and interior EMT conduit or innerduct, the Contractor must seal the conduit or innerduct ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.

## Section T4 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

### T4.01 Cable Pre-Acceptance Testing

The Contractor crews must perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable reel. The pre-acceptance testing will verify the performance of the cable prior to it being installed. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to installation.

### T4.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified below.

Superior Avenue Splice – Splice all 12 strands from the new cable to the Ribbon 7 (red) of the existing 432strand fiber optic cable inside the existing FOSC 600 Series Splice case. Strands 1-6 of the 12 FOC will splice to 73-78 of the 432 FOC South direction – Strands 7-12 of the 12 FOC splice to 73-78 of the 432 FOC West direction.

### T4.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. Contractor must supply all termination panels, pigtails, and consumables necessary to complete the terminations as described in the CAD Interior Plans.

### T4.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.



## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

### T4.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss. Testing will take place between the New Activity Center and Sheboygan City Hall located at 828 Center Avenue, Sheboygan, WI 53081.

### T4.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

### T4.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the Owner-provided labelling scheme. This labelling must accompany each test results.

### T4.08 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

**Event Loss Table**

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

# City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

## Section T5 INDIVIDUAL PROJECT CONSTRUCTION QUANTITIES

### T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractors responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

### T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid.

<b>SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS</b>		
<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>units</u></b>
Provide and install New 2" SDR-11 HDPE Duct via Directional Bore	1,735	feet
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2" HDPE Duct and building entry duct – including slack loops.	2,235	feet
New Building Entry Galvanized 2" pipe installation	10	feet
New 12x12x6 NEMA 3R Building Entry Pull Box Installation	1	each
New Building Entry Galvanized 1/2" pipe installation	5	feet
New Weatherproof Single Gang Outlet Box Installation	1	each
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices
Provide and install new 1.25" Riser Rated Corrugated innerduct	235	feet
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct – including termination and storage lengths	395	feet
Provide and install 36 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each
Provide and install 36Hx32Dx24W wall mount data cabinet	1	each
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each
Terminate Fiber to Rack Mount Termination Panel	24	each
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

## Section T6 CONTRACTOR PROVIDED MATERIALS

## T6.01 Contractor Provided Material List

1. Underground Plowduct – 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A13C6N1JNNA or approved equivalent.
2. 1800 pound mule tape – Carlon TL38203 or equivalent.
3. Locate Wire – #12 AWG HDPE jacketed, steel core copper clad wire. Pro-Trace #HDD-CCS-PE45 or equivalent.
4. Split Duct Plug – 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
5. Small Handhole – Quazite #PG2436BB36 Base / #PG2436HH21 ANSI Tier 22 1-piece Cover – no equivalent.
6. Flush Mount Locate Station – Handley Industries #T2IC5F1LMQ or approved equivalent.
7. Ground Rod – 5'x1/2" copper clad ground rod. Non-manufacturer specific.
8. 2" Galvanized Steel Pipe – Non-manufacturer specific.
9. NEMA 3R Enclosure – Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12R126 or equivalent)
10. 1/2" Galvanized Steel Pipe – Non-manufacturer specific.
11. Outdoor Rated Outlet Box with Cover – single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
12. 12 Strand OS2 rated Singlemode Loose Tube All-Dielectric outdoor rated fiber optic cable (Commscope D-012-LN-8W-F12NS or equivalent).
13. 1.25" Corrugated Riser Rated Innerduct (Carlon DG4X1C or equivalent).
14. 12"x12"x6" Type 1 pull box fitted with a screw cover, Non-Manufacturer Specific.
15. 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Corning 012E81-33131-24 or equivalent).
16. 1RU Fiber Termination Panel – Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-03B-02101-301-01001 or equivalent).
17. Wall Mount Data Cabinet – Black – Plexiglass Door – reversible Mount – Vented. (Great Lakes GL36WMCMP-B-SH-00-00 or equivalent).
18. Wall Mount Termination Panel – CORE Dual Door, 036 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode, Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail – (TCS part # From Manufacturer or equivalent).
19. Consumables and Installation hardware – Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid Documents.

## T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.

# CITY OF SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION PROJECT

PROJECT OWNER:  
CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN, WI. 53081

PROJECT ENGINEER:  
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.  
CONTACT: DAN BECKER  
FIBER OPTIC NETWORK SPECIALIST  
PO BOX 11064  
GREEN BAY, WI 54307  
PH. 920-301-7900 EXT. 1002  
EMAIL: dbecker@mcewi.com

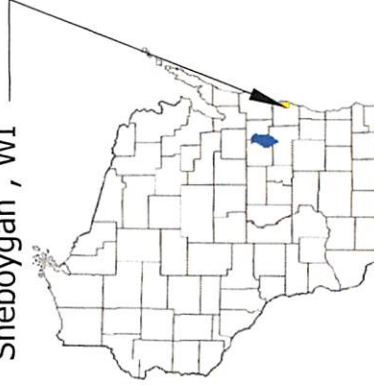
PROJECT DRAFTER:  
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.  
CONTACT: DAN BECKER  
FIBER OPTIC NETWORK SPECIALIST

PERMITS REQUIRED:  
CITY OF SHEBOYGAN RIGHT OF WAY PERMIT

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EROSION CONTROL BMP (1 PAGE)  
PLACEMENT GUIDELINES (3 PAGES)  
SCALED 1:50 SHEETS (4 PAGES)  
INTERIOR DIAGRAM

## Project Location Sheboygan, WI



CALL DIGGERS-HOTLINE 3 DAYS BEFORE DIGGING.  
EMERGENCY ONLY (262) 432-7910

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITY INFORMATION WAS PROVIDED IN RESPONSE TO PLANNING LOCATE REQUESTS. CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF MUNICIPAL AND PRIVATE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES & RESTORATION INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR. FACILITY PLACEMENT SUBJECT TO CHANGE UPON FIELD LOCATE COMPLETION.

RIGHTS-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATIONS AND THE LATEST STATE AND COUNTY RECORDS AVAILABLE.

COORDINATE SYSTEM: HARN/WI.SheboyganWI-FOOT

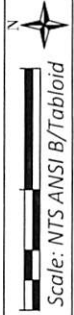
## Legend

— = Fiber Ped	● = Manhole	— = Street Light	— = Culvert
— = Cable TV	○ = Utility Pole	— = Pole Anchor	⊙ = Railroad Light
— = Electric	⊗ = Power Pole	— = Aerial Fiber	⊙ = Traffic Light
— = Gas	⊗ = Cable TV Ped	— = Overhead Guy	⊙ = Pull Box
— = Water	⊗ = Traffic Control Box	— = Aerial Expansion Loop	⊙ = Tree
— = Sanitary Sewer	⊗ = Electric Transformer	— = Aerial Splice	
— = Storm Sewer	⊗ = Gas Valve	— = Standoff	
— = Private Fiber Optic	⊗ = Water Valve		
— = New Underground Fiber	⊗ = Fire Hydrant		
— = Existing Underground Fiber	⊗ = Catch Basin		
— = Existing Handhole	⊗ = Round Catch Basin		
— = Locate Station			

Typical Install Depth is 36"



Multimedia Communications & Engineering, Inc.  
PO Box 11064 Green Bay, WI 54307  
P: 920.301.7900 | 877.870.6968

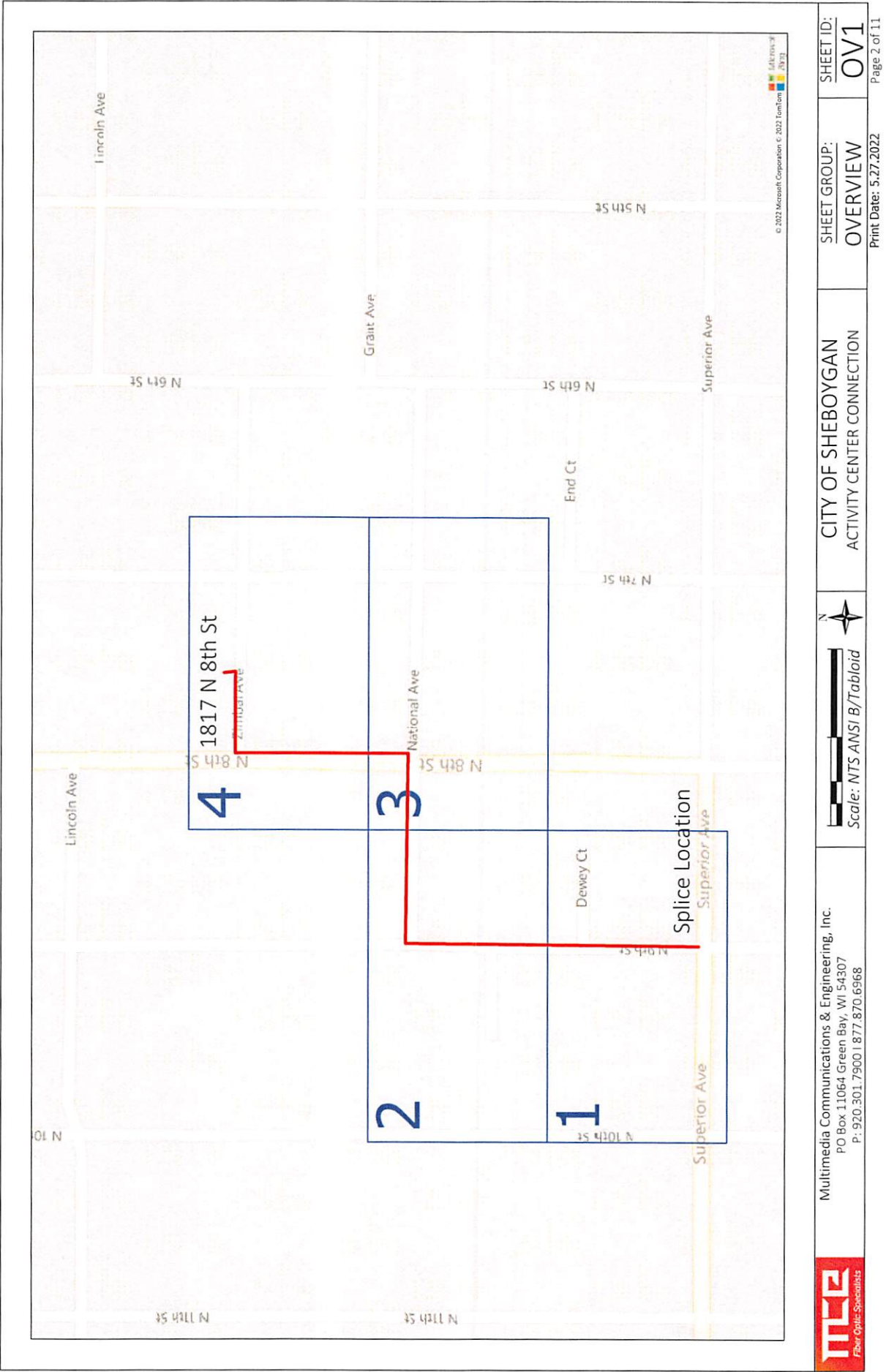


CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
COVER SHEET

SHEET ID:  
CS1

Print Date: 5.27.2022 Page 1 of 11









SECTIONS 1 is only included in the Project Bidding Documents

Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

T2.01 Duct Placement Guidelines

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Section T3 INTERIOR CONSTRUCTION GUIDELINES

T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Duraline 20001845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement; however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12' coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools, flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.



Multimedia Communications & Engineering, Inc.  
PO Box 11064 Green Bay, WI 54307  
P: 920.301.7900 | 877.870.6968



CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
PLACEMENT DETAILS

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T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractor's responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid

SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS		
Item Description	Quantity	units
Provide and install New 2" SDR-11 HDPE Duct via Directional Bore	1,735	feet
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2" HDPE Duct and building entry duct - including slack loops	2,235	feet
New Building Entry Galvanized 2" pipe installation	10	feet
New 12x12x6 NEMA 3R Building Entry Pull Box installation	1	each
New Building Entry Galvanized 1/2" pipe installation	5	feet
New Weatherproof Single Gang Outlet Box installation	1	each
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices
Provide and install new 125" Riser Rated Corrugated innerduct	235	feet
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct - including termination and storage lengths	395	feet
Provide and install 35 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each
Provide and install 36Hx32Dx24W wall mount data cabinet	1	each
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each
Terminate Fiber to Rack Mount Termination Panel	24	each
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests

Section T6 CONTRACTOR PROVIDED MATERIALS

T6.01 Contractor Provided Material List

- Underground Plowduct - 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A13C6N1 JNNA or approved equivalent.
- 1800 pound mule tape - Carlon TL38203 or equivalent.
- Locate Wire - #12 AWG HDPE jacketed steel core copper clad wire. Pro-Trace #HDD-GCS-PE45 or equivalent.
- Split Duct Plug - 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
- Small Handhole - Quazite #PG2436BH21 ANSI Tier 22 1-piece Cover - no equivalent.
- Flush Mount Locate Station - Handley Industries #710CSF1LMQ or approved equivalent.
- Ground Rod - 5x1/2" copper clad ground rod. Non-manufacturer specific.
- 2" Galvanized Steel Pipe - Non-manufacturer specific.
- NEMA 3R Enclosure - Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12R126 or equivalent)
- 1/2" Galvanized Steel Pipe - Non-manufacturer specific.
- Outdoor Rated Outlet Box with Cover - single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
- 12 Strand OS2 rated Singlemode Loose Tube All-Dielectric outdoor rated fiber optic cable (Commscope D-012-LN-8W-F12NS or equivalent).
- 125" Corrugated Riser Rated Innerduct (Carlon DG4X1C or equivalent).
- 12"x12"x6" Type 1 pull box fitted with a screw cover. Non-Manufacturer Specific.
- 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Corning 012E81-33131-24 or equivalent).
- 18U Fiber Termination Panel - Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-03B-02101-301-01001 or equivalent).
- Wall Mount Data Cabinet - Black - Plexiglass Door - Reversible Mount - Vented (Great Lakes GL36WCMCPB-SH-00-00 or equivalent).
- Wall Mount Termination Panel - CORE Dual Door, OS2 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail - (TCS part # From Manufacturer or equivalent).
- Consumables and Installation hardware - Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid Documents.

T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.



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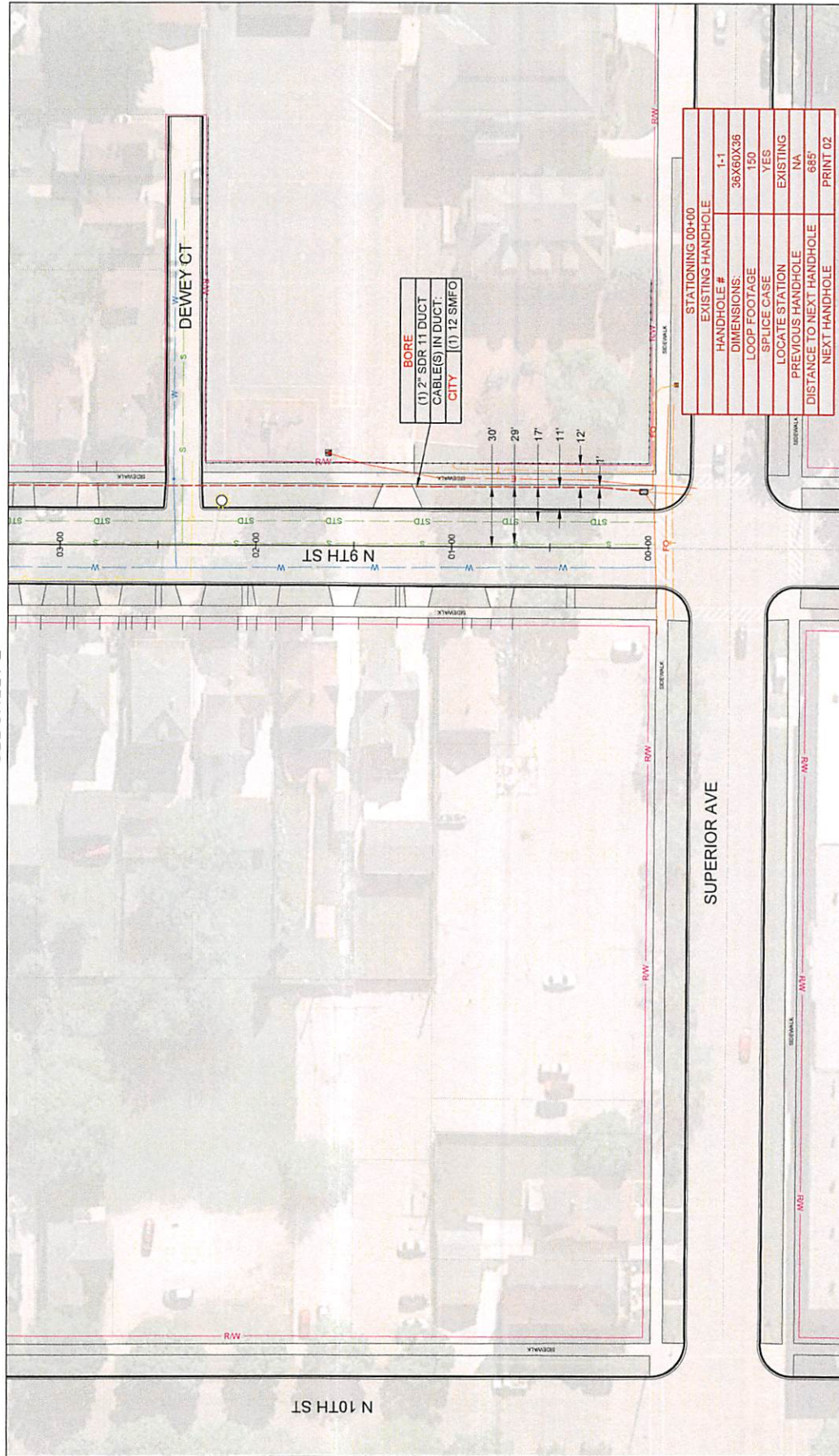
CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

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SEE SHEET 2



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Scale: 1" = 50' ANSI B/Tabloid

CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

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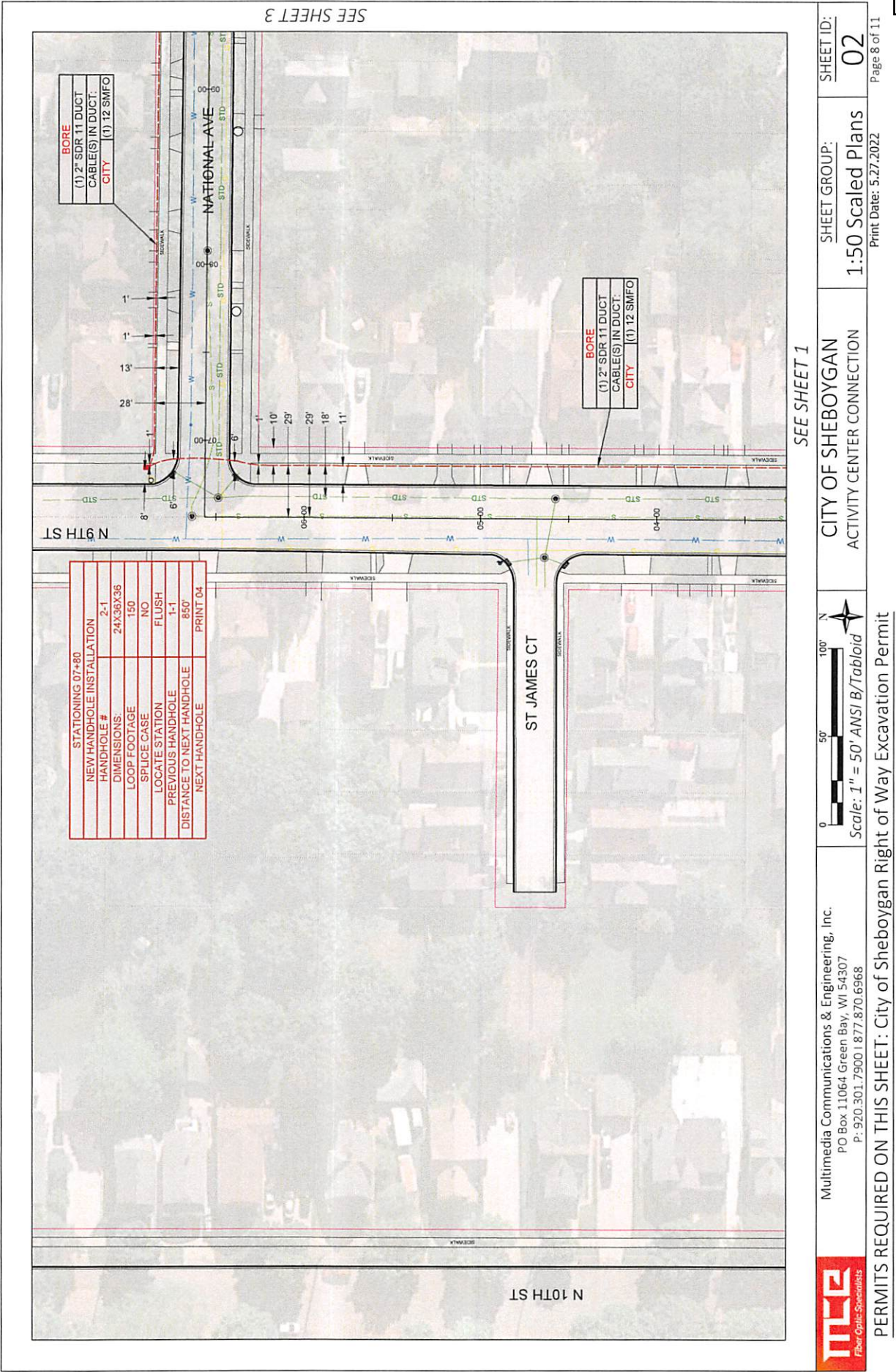
PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit

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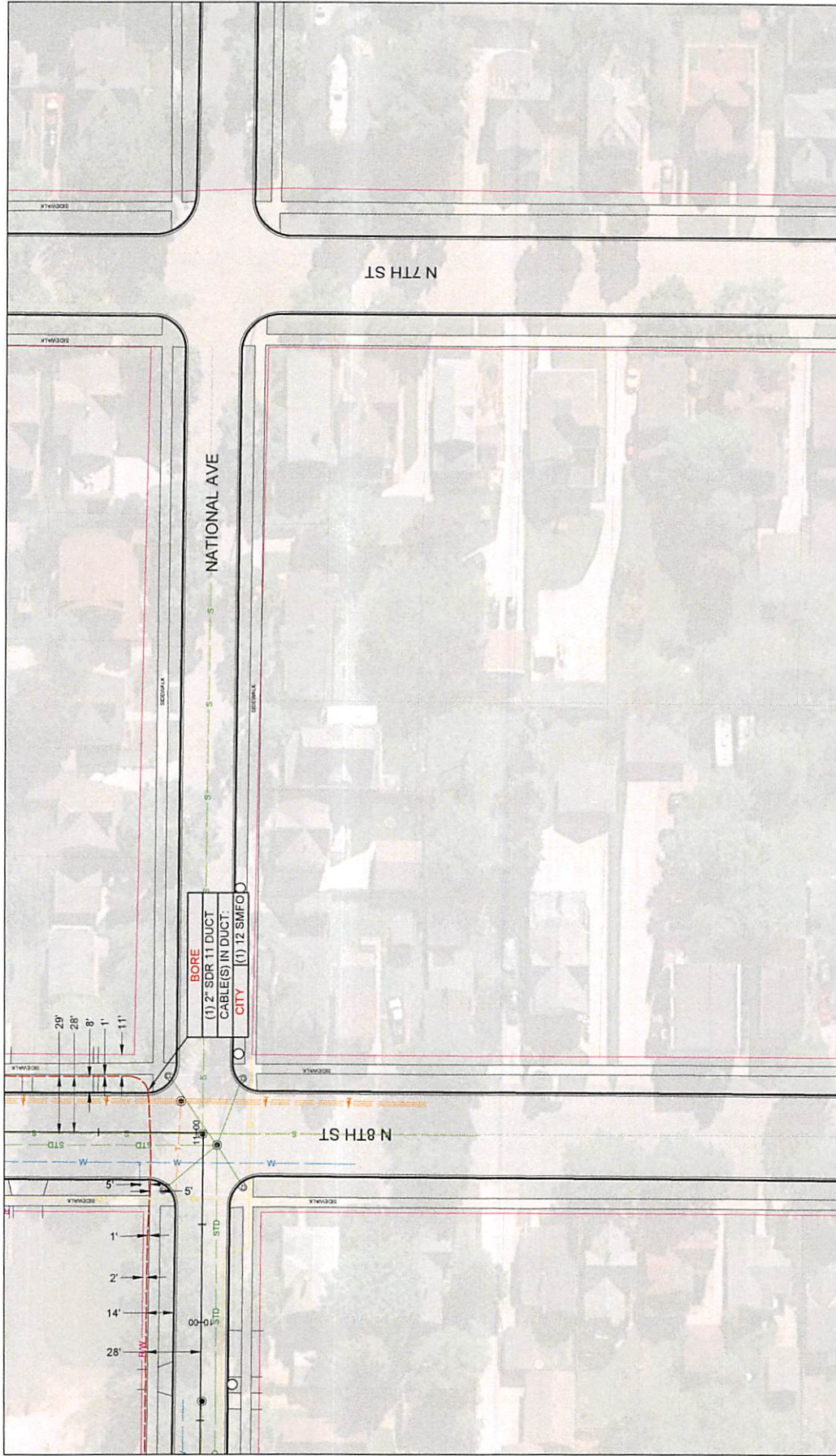
Item 10.







SEE SHEET 4



SEE SHEET 2



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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

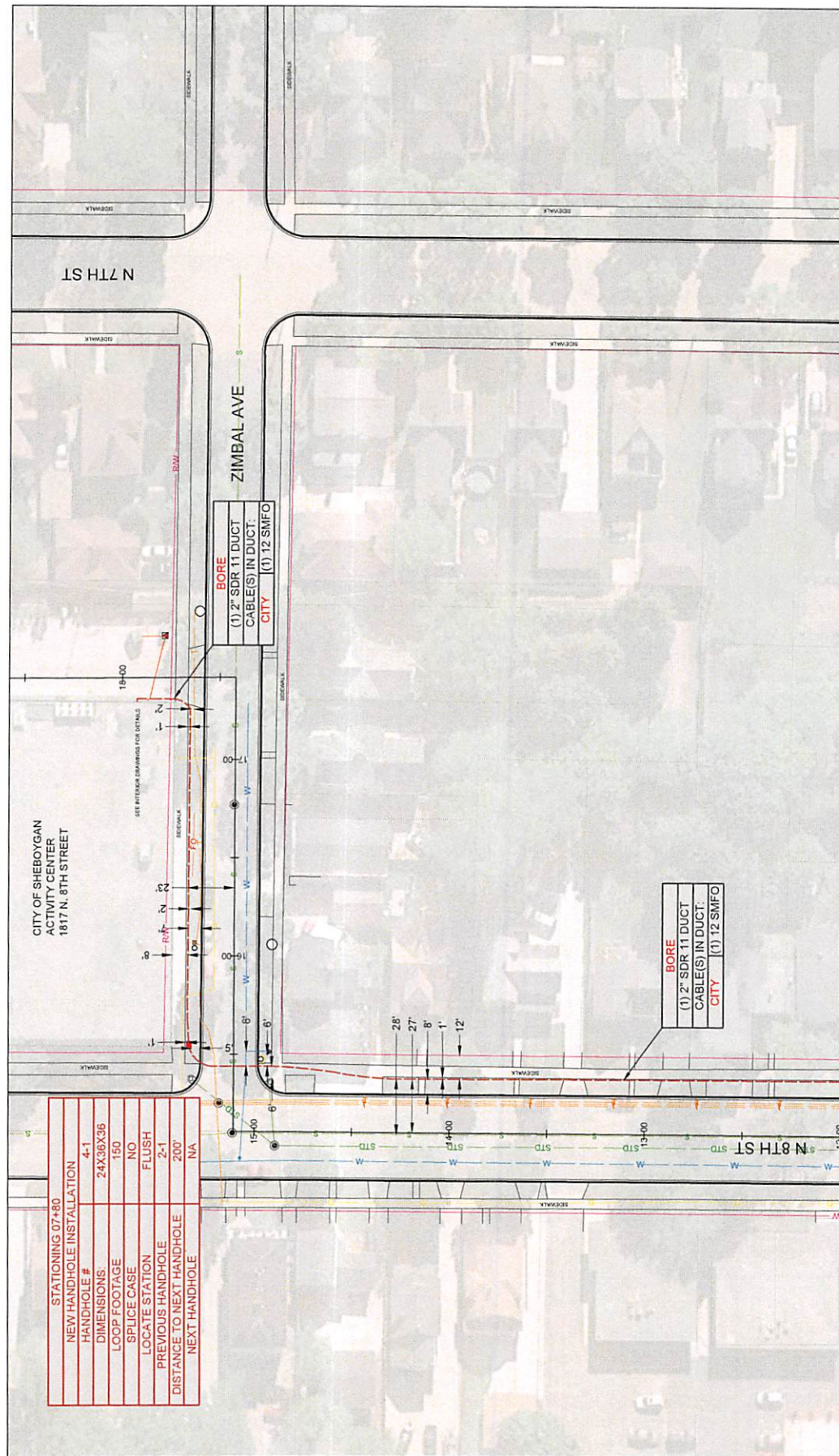
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Print Date: 5.27.2022

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SEE SHEET 3

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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

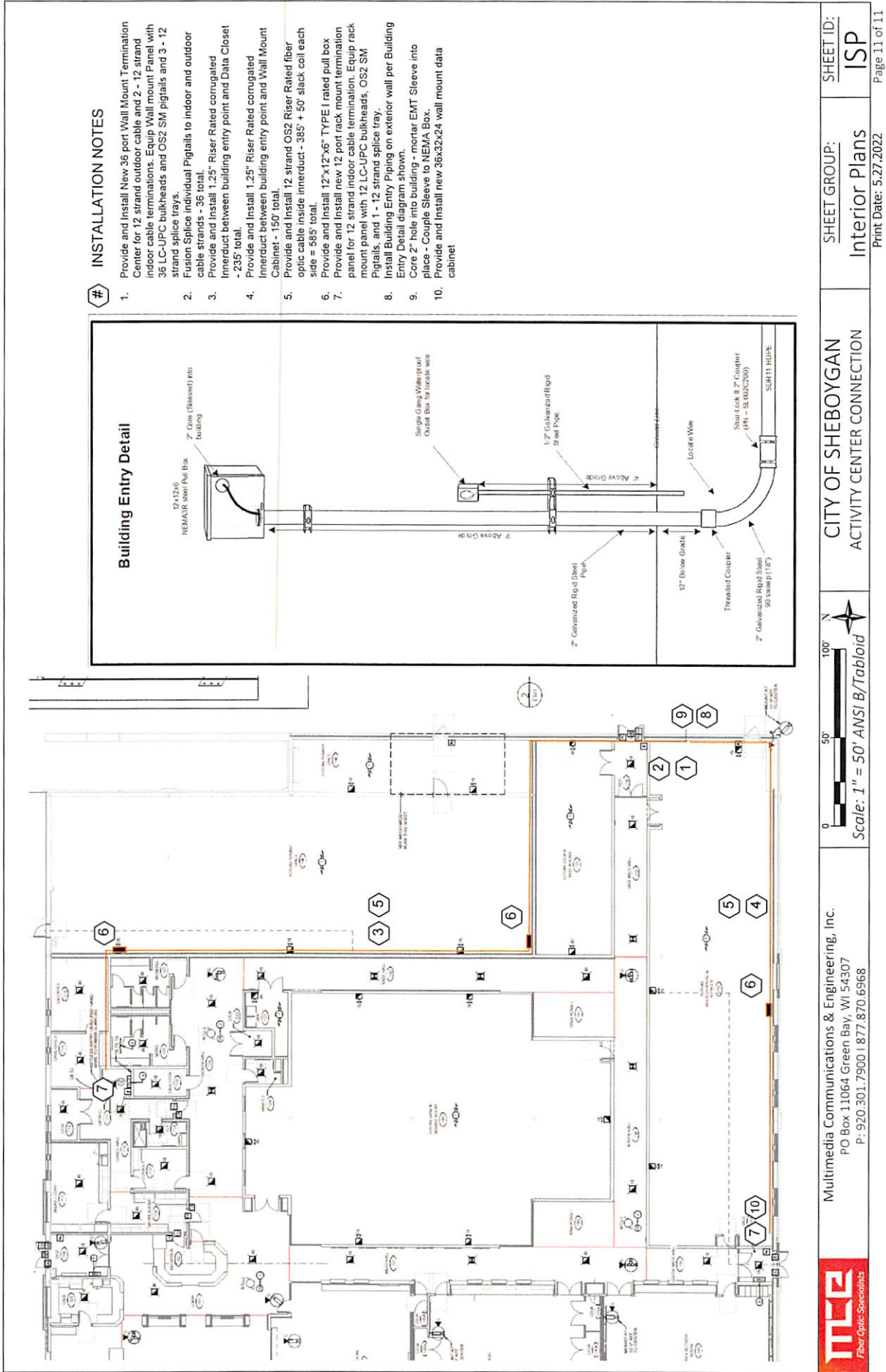
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PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit







## CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH  
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30)



days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. **Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.



19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

**This form is required only for subrecipient funding of more than \$100,000**

### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's authorized official

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

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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Signature of Contractor's authorized official

Date: 

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(Print name of person signing above)

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(Print title of person signing above)

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND ELEXCO, INC.  
FOR THE PROVISION AND INSTALLATION OF A NEW FIBER OPTIC  
CONNECTION BETWEEN THE CITY OF SHEBOYGAN RING OF FIBER AND  
THE NEW UPTOWN SOCIAL COMMUNITY CENTER**

This Agreement ("Agreement") is made and entered into effective this 4<sup>th</sup> day of August, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Elexco, Inc. ("Contractor").

**WITNESSETH:**

WHEREAS, the City is the owner of the new Uptown Social Community Center located at 1817 North 8<sup>th</sup> Street, Sheboygan WI 53081; and

WHEREAS, the City desires to connect the facility to the existing Ring of Fiber to provide the facility with connectivity to the internet as well as other City Buildings and the nearest access point to the Ring of Fiber is located at the Intersection of North 9<sup>th</sup> Street and Superior Avenue; and

WHEREAS, the City wishes to connect to the Ring of Fiber at the nearest location and terminate the fiber in an interior computer closet within the Uptown Social facility currently under construction with the majority of the work being done through the use of underground directional boring to minimize excavation and disturbance of the surface facilities along the route in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and

WHEREAS, the City issued Request for Bids # 2019-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

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

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

**Article 1. Scope of Services**

Contractor shall perform all work associated with the work as specified in Exhibits 1 & 2 related to the provision, installation and testing of the Fiber Optic Extension and Connection between the Ring of Fiber and the Uptown Social Facility (the "Services").



Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the "Disposal"). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

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

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public right of way impacted by the project shall remain open to traffic during the project and work on the interior of the facility currently underway shall continue while the Contractor installs the fiber connection.

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

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

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

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

The City designates Eric Bushman, Information Technology Director and representatives from the City's Engineering Firm, Multimedia Consulting and Engineering, Inc. (MC&E) as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

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

The City shall pay Contractor for the Services an amount not to exceed \$39,640.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be

remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

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

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

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

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

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

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

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

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond**

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

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

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

**Article 7. Schedule**

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

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

### **Article 8. Liquidated Damages**

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

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

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

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

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

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

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

### **Article 10. Safety Requirements**

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

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

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

**Article 11. Open Records**

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

**Article 12. Termination**

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

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.



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

### **Article 13. Default**

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

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

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

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

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

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

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

### **Article 16. Indemnification**

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

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

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

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

#### **Article 17. Insurance**

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

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

#### **Article 23. Governing Law and Venue**

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

#### **Article 24. Non-Discrimination**

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

#### **Article 25. Compliance with Laws**

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

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

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

#### **Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk	Mitchell Dorn
City of Sheboygan	Elenco Inc.
828 Center Ave.	723 E Bronson Rd
Sheboygan, Wisconsin 53083	Seymour, WI 54165

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



**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

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

(collectively "the Contract").

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

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

**Article 30. Non-Collusion**

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

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

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

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

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

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

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

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

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

**CITY OF SHEBOYGAN, WISCONSIN**

BY: 

Ryan Sorenson, Mayor

ATTEST: 

Meredith DeBruin, City Clerk

DATE: 8/4/2022

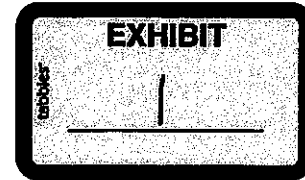
**CONTRACTOR:**  
**ELEXCO, INC.**

BY:  , PM

ATTEST:  CFO

DATE: 8/3/22

# City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications



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# City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

## SECTION T1 PROJECT GUIDELINES

### T1.01 Definitions

**Bidder** – Any company or organization responding to this Bid

**Bidding Documents** – All Project instructions, attachments, worksheets, drawings, and addendums

**Contract Documents** – These Bidding Documents

**Contractor** – Bidder to whom the project is awarded

**Owner** – City of Sheboygan

**Prime-Contractor** – Same as “Contractor”

**Project** – Overall scope of work as outlined in the Bidding Documents

**Project Manager** – Multimedia Communications & Engineering, Inc. representative directing the flow and nature of work being performed

**Respondent** – Same as “Bidder”

**Subcontractor** – Any Contractor working under direct control of the Prime Contractor

**Work** – Tasks comprising the Project

### T1.02 Industrial Guidelines

This project has been designed according to the following local, state, federal, and industrial guidelines:

1. Any Addendums to this Technical Specification and CAD drawings.
2. This Technical Specification and Associated CAD Drawings.
3. Any Local Municipal Code having jurisdiction
4. National Fire Protection Agency (NFPA) ANSI/NFPA- 70 2017 Edition.
5. National Electric Service Code (NESC)
6. National Fire Protection Agency (NFPA) ANSI/NFPA- 70. National Electric Code
7. American Nation Standard Institute (ANSI) Section C1, C2.
8. ANSI/EIA/TIA-568-B Commercial Building Telecommunications Cabling Standard.
9. ANSI/EIA/TIA-607 Commercial Building Grounding Requirements for Telecommunications

Should the above documents contain conflicting requirements, the Respondent is required to follow the more stringent requirement.

### T1.03 Description of Project

This Project includes all necessary labor and materials to:

Place new single 2" duct and fiber optic cable 1,735' between an existing Fiber Optic Splice Point located at the intersection of 9<sup>th</sup> Street and Superior Avenue to the City's new Activity Center located at 1817 N. 8<sup>th</sup> Street in the City of Sheboygan.

Once the new OSP cable enters the Senior Center it will be terminated to a wall mount demarcation panel. From this panel the contractor will install 2 runs of interior innerduct and 12 strand fiber optic cable to 2 separate closet locations. One interior cable will terminate inside an existing data rack inside a data closet and the other interior cable will be run to a contractor provided and installed wall mount data cabinet inside an undeveloped portion of the building.

The project includes provisioning and placement of all labor and materials necessary to complete the project as depicted in these technical Specifications and associated Plans.

It is the Respondent's sole responsibility to verify all measurements and quantities required for a complete installation. The Contractor will be expected to complete the Project defined in these Request for Bid Documents and associated CAD Plans with the materials and labor included in their Bid.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

### T1.04 Project Management

All work will be performed under the guidance of the Owner's Hired Engineering and Project Management Firm, Multimedia Communications & Engineering, Inc. (MCE). The MCE Project Manager will interface with the Contractor's Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

The MCE Project Manager will perform all Door-Hanging along the construction routes. The Contractor will be required to video tape all areas of excavation and underground duct placement prior to construction. Videos will be used to verify existing pre-construction conditions and verify any disputes arising from the construction.

### T1.05 Construction Schedule

Construction start no later than **JULY 11<sup>TH</sup>, 2022**.

The substantial completion date, i.e. all duct handhole and cable placement is **JULY 29<sup>TH</sup>, 2022**.

Restoration does not count against any of the above completion dates.

The project deadline will be extended for documented weather or documented Permitting delays.

If the Contractor is delayed or hindered at any time in the progress of the work by any act or neglect of the City or by any Contractor employed by the City, or by changes ordered in the scope of the work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor, then the duration set forth in the construction progress schedule shall be extended as agreed to by the City and the Contractor. However, to the fullest extent permitted by law, the City, its agents and employees shall not be responsible for any loss or damage sustained by the Contractor, or by abnormal weather conditions, or by any other cause, and the Contractor agrees not to make, and hereby waives any claim for damages, and agrees that the sole right and remedy therefore shall be an extension of time.

The Owner will withhold 5% of each payment as security for payment after the completion of any restorations.

### T1.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include; vehicles, machines, tools, consumables and other work related materials off site during times when work is not being performed in the immediate vicinity. The Owner will not be required to provide onsite storage. The Owner shall not be held responsible for any loss, theft or damage to Contractors materials and equipment while stored on the jobsite or in the Contractors storage area.

### T1.07 Hours of Work

Work hours will be regulated by the Contractor performing the work and by any work restrictions placed on the project by the City of Sheboygan. Current Hours of work for this project are 7am to 7pm. Special care must be taken to avoid violation of any applicable noise or public nuisance ordinances that may apply. Interior site access will not be granted outside normal business hours or on weekends without prior approval. Contractor should not assume access will be granted outside normal hours of operation.

### T1.08 Project Foreman

The Prime Contractor must assign one Foreman to the Project who will take instruction for all Prime and Subcontracted crews. This Prime Contractor's Foreman must be on site and act as the single point of contact for the MCE Project Manager until the Project is completed.

### T1.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the Owner with a minimum of 1-year warranty on all workmanship and Contractor-provided materials related to the installation of this Project. Warranty must begin on the date of acceptance and continue for one full year thereafter.

Upon discovery of materials or workmanship that is inconsistent with the requirements of these Bidding Documents and subsequent agreements within the 1-year period, the Owner will notify the Contractor and expect to receive within

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

3 days, a response detailing the Contractor's proposed remedy. The Owner will work with the Contractor to define a convenient time for the work to be performed.

All costs associated with repairs or restoration of any failure or inconsistency identified within the 1-year period will be borne by the Contractor.

Additional warranties on restoration and workmanship may be required by the Municipal Permitting Agencies. Such warranties are in addition to any warranty provided to the Owner.

### T1.10 Encroachment, Excavation and Obstruction Permits

#### City of Sheboygan Right of Way Excavation Permit:

Contractor must obtain all necessary permits from the City of Sheboygan prior to commencement of any project excavations. All requirements set forth in the City Permit and subsequent approval are incorporated into these bidding documents by reference.

The Contractor shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The contractor shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the work until the replacement vegetation achieves sustained growth. Where applicable, applicant shall obtain a Construction Site Erosion Control Permit.

### T1.11 Underground Utility Locating

The Contractor must abide by WI State Statute 182.0175, which outlines the responsibility of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise located during the course of construction. The Contractor must notify Digger's Hotline 3 days or more prior to commencement of any underground excavation. The Contractor may not perform work for the Owner under any Digger's Hotline locate ticket other than their own.

The Contractor must work directly with all private property owners to ensure all private utilities are properly located for areas where a new underground route extends on to private property. Private Owner facilities may not be registered with Diggers Hotline therefore prior to any work being performed on private property the Contractor will be required to notify the proper personnel to have any private facilities located. Private Property is defined as all areas outside of the public right of way.

All flags must be removed by the contractor following their completion of the underground work.

### T1.12 Soil Condition/Depth of Installation Clause

The Contractor must inform the Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect their ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in their price are deemed necessary. The Project Manager and Contractor Foreman together will determine the need for additional resources and costs.

Unit rates for Rock Bore and Cobble Rock adders have been included in the unit rate section of the Bid Response. These Unit Rates will be used to negotiate Change Orders for rock areas.

Additional charges for placement of the duct at a depth deeper than 36" for the sake of avoiding utilities or other obstructions will typically not be granted.

### T1.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the construction zone. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.



## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday the Contractor must clean the worksite and secure all equipment and tools.

Worksite safety procedures must follow and comply with the guidelines and requirements of all applicable Municipal and OSHA standards.

### T1.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the Wisconsin DOT Manual on Uniform Traffic Control for all construction being performed within various Municipal and DOT Right of Ways when requested.

### T1.15 Excavations

Excavations shall not remain open in excess of three calendar days unless specific permission is obtained from the Owner prior to the third day.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the excavation shall be completely backfilled with sand or gravel, unless permission is obtained from the Owner to use excavated material for backfill.

### T1.16 Hard Surface Potholing

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per all municipal excavations permit requirements. Core holes must be backfilled using suitable materials compacted in lifts. Cores must be replaced using a permanent epoxy such as Utilicor's Utilibond or equivalent permanent pavement bonding compound.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps unless specifically approved by the municipality. Any hard surface excavations within any sidewalk panels or ramp panels may likely result in the replacement of the entire panel by a licensed sidewalk contractor, possibly along with adjacent panels for ADA ramps at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

All grass/softscape restorations must be completed within 5 working days of the completion of excavations in the immediate area. This may be temporary restorations outside the growing season or permanent restoration during the growing season.

### T1.17 Restoration Guidelines

Restorations must follow the specific guidelines set forth by the Municipal Code or Permit for each Municipality being worked in. The Owner will not be responsible for additional costs associated with the failure to identify all restoration guidelines in the Contractor's initial Bid Response.

The Contractor is advised to videotape each area of construction just prior to the work being performed to document all pre-existing conditions.

### T1.18 Erosion Control Policy

The Contractor must employ Erosion Control Best Management Practices (BMP) following uniform statewide standards for construction site erosion control per WI State Statute 281.33 (3)(b)4.

Contractor must inspect all erosion control measures on a weekly basis and/or after ½" or more of rainfall to ensure the effectiveness of the erosion control measures.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

The contractor will be required to apply soil stabilization with the seed or biodegradable matting at the time of restoration. Loose or crimped straw will not be allowed in this installation.

Additional erosion Control measures are defined in the project CAD plans.

### Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

#### T2.01 Duct Placement Guidelines

The Contractor is responsible to provide all duct, handholes, locate posts, locate stations, locate wire, and pull rope as part of their installation responsibilities. The HDPE Duct part number referenced in Section T6 – Contractor Provided Materials, references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately.

All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of Municipal Water, Sewer, and Storm where a 5' horizontal clearance and 24" vertical clearance is required. The routes on the attached CAD plans have taken all applicable additional clearances into consideration.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

**The Owner's Project Manager will be on site to coordinate and mark the duct placement route and handhole locations once all locates have cleared.** Routes will be marked with the use of paint and flags. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right of Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

All empty ducts (if any) must be sealed using properly sized duct plugs.

Where ducts are coupled together, the contractor must use an aluminum threaded coupler.

#### T2.02 Handhole Placement Guidelines

The Contractor may be required to place new Large 36"x60"x36" pre-cast handholes, Medium 30"x48"x36" pre-cast handholes, Small 24"x36"x36" pre-cast handholes, or Extra Small 17"x30"x24" pre-cast handholes along the route as shown on the project CAD Plans. Large Handholes must be Quazite PG3660BB36 base with PG3660HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Medium Handholes must be Quazite PG3048BB36 base with PG3048HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Small Handholes must be Quazite PG2436BB36 base with PG2436HH21 Extra Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Extra Small Handholes must be Quazite PG1730BA24 base with PG1730HH21 Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Manufacturer substitutions or equals will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

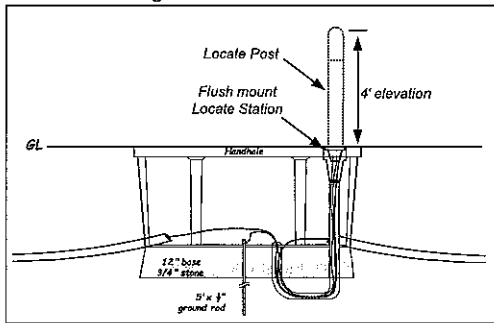
The installed handholes must sit atop a 12" bed of  $\frac{3}{4}$ " washed, crushed stone for drainage – pea gravel or other stone smaller than  $\frac{3}{4}$ " is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 6" above the surface of the crushed stone bed. After ground rod

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end.

Detail Drawing of Handhole and Locate Station Installation



### T2.03 Locate Wire and Post/Station Placement Guidelines

All locate wires will be installed outside the duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 6.01.

The Contractor will be required to install flush mount locate stations or above grade locate posts adjacent to handholes identified on the CAD Drawings. The locate stations and posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate station or post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate station or post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

At the below grade building entry point the locate wire must be run above grade using 1/2" galvanized steel conduit. Locate wire will be housed in a single gang outdoor rated outlet box approximately 4' above grade.

### T2.04 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct during the installation of the fiber optic cable.

### T2.05 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used; one for the cable, and another set 8" back from the first for the mule tape.

At each handhole the Contractor must store a cable slack loop (Slack Loop length noted on the CAD Plans) neatly coiled and labeled with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-FO.

Following cable installation all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter – do not use foam, putty, or tape to plug any duct. All spare ducts must be sealed using properly sized duct plugs.

Instances where multiple ducts are being placed, all cables and mule tape will be installed inside one duct, while the other duct will only contain mule tape for future installations.

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

### T2.06 Underground Installation Documentation

The Contractor will be required to provide bore logs showing rod placement dates and depths as well as redline drawings showing cable placement and cable footage sequential markings within the underground duct and interior piping.

## Section T3 INTERIOR CONSTRUCTION GUIDELINES

### T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Duraline 20001845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12" coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

### T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.

### T3.03 Interior EMT/Innerduct Installation

The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room's integrity is maintained.

Where the interior conduit or Innerduct passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.

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Prior to cutting or coring into or through any building structure the Contractor must review the core location with the Project Manager.

At each end, and along any interior EMT conduit or Innerduct path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit's #PCV-FOB.

Along any interior EMT conduit or Innerduct path the Contractor may be required to install 12"x12"x6" Type 1 pull boxes fitted with a screw cover for pulling assistance and a 24"x24"x8" Type 1 pull box fitted with a screw cover for cable storage as shown on the CAD interior plans. At every pull box (and building entry box) the Contractor must use screw type fittings to attach the conduit to the box. Pull boxes are required every 100' or when the total bend radius is to exceed 180degrees.

Any interior 2" conduit must be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.

### T3.04 Interior Cable Installation

Contractor must install the cable along the path shown on the accompanying CAD Plans.

Instances where the interior path uses existing Innerduct, EMT, or other pipe that does not contain an existing pull rope, the contractor may be required to fish the existing pathway and install a pull rope to aid in the installation of the Fiber Optic Cable.

Following the installation of the fiber optic cable through the exterior and interior EMT conduit or innerduct, the Contractor must seal the conduit or innerduct ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.

## Section T4 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

### T4.01 Cable Pre-Acceptance Testing

The Contractor crews must perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable reel. The pre-acceptance testing will verify the performance of the cable prior to it being installed. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to installation.

### T4.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified below.

Superior Avenue Splice – Splice all 12 strands from the new cable to the Ribbon 7 (red) of the existing 432strand fiber optic cable inside the existing FOSC 600 Series Splice case. Strands 1-6 of the 12 FOC will splice to 73-78 of the 432 FOC South direction – Strands 7-12 of the 12 FOC splice to 73-78 of the 432 FOC West direction.

### T4.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. Contractor must supply all termination panels, pigtails, and consumables necessary to complete the terminations as described in the CAD Interior Plans.

### T4.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.



## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

### T4.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss. Testing will take place between the New Activity Center and Sheboygan City Hall located at 828 Center Avenue, Sheboygan, WI 53081.

### T4.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

### T4.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the Owner-provided labelling scheme. This labelling must accompany each test results.

### T4.08 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

## City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

### Section T5 INDIVIDUAL PROJECT CONSTRUCTION QUANTITIES

#### T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractors responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

#### T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid.

<b>SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS</b>		
<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>units</u></b>
Provide and install New 2" SDR-11 HDPE Duct via Directional Bore	1,735	feet
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2" HDPE Duct and building entry duct – including slack loops.	2,235	feet
New Building Entry Galvanized 2" pipe installation	10	feet
New 12x12x6 NEMA 3R Building Entry Pull Box Installation	1	each
New Building Entry Galvanized 1/2" pipe installation	5	feet
New Weatherproof Single Gang Outlet Box Installation	1	each
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices
Provide and install new 1.25" Riser Rated Corrugated innerduct	235	feet
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct – including termination and storage lengths	395	feet
Provide and install 36 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each
Provide and install 36Hx32Dx24W wall mount data cabinet	1	each
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each
Terminate Fiber to Rack Mount Termination Panel	24	each
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests

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### Section T6 CONTRACTOR PROVIDED MATERIALS

#### T6.01 Contractor Provided Material List

1. Underground Plowduct – 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A13C6N1JNNA or approved equivalent.
2. 1800 pound mule tape – Carlon TL38203 or equivalent.
3. Locate Wire – #12 AWG HDPE jacketed, steel core copper clad wire. Pro-Trace #HDD-CCS-PE45 or equivalent.
4. Split Duct Plug – 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
5. Small Handhole – Quazite #PG2436BB36 Base / #PG2436HH21 ANSI Tier 22 1-piece Cover – no equivalent.
6. Flush Mount Locate Station – Handley Industries #T2IC5F1LMQ or approved equivalent.
7. Ground Rod – 5'x1/2" copper clad ground rod. Non-manufacturer specific.
8. 2" Galvanized Steel Pipe – Non-manufacturer specific.
9. NEMA 3R Enclosure – Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12R126 or equivalent)
10. ½" Galvanized Steel Pipe – Non-manufacturer specific.
11. Outdoor Rated Outlet Box with Cover – single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
12. 12 Strand OS2 rated Singlemode Loose Tube All-Dielectric outdoor rated fiber optic cable (Commscope D-012-LN-8W-F12NS or equivalent).
13. 1.25" Corrugated Riser Rated Innerduct (Carlon DG4X1C or equivalent).
14. 12"x12"x6" Type 1 pull box fitted with a screw cover, Non-Manufacturer Specific.
15. 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Corning 012E81-33131-24 or equivalent).
16. 1RU Fiber Termination Panel – Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-03B-02101-301-01001 or equivalent).
17. Wall Mount Data Cabinet – Black – Plexiglass Door – reversible Mount – Vented. (Great Lakes GL36WMCMP-B-SH-00-00 or equivalent).
18. Wall Mount Termination Panel – CORE Dual Door, 036 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode, Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail – (TCS part # From Manufacturer or equivalent).
19. Consumables and Installation hardware – Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid Documents.

#### T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.

# CITY OF SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION PROJECT

PROJECT OWNER:  
CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN, WI. 53081

PROJECT ENGINEER:  
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.  
CONTACT: DAN BECKER  
FIBER OPTIC NETWORK SPECIALIST  
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GREEN BAY, WI 54307  
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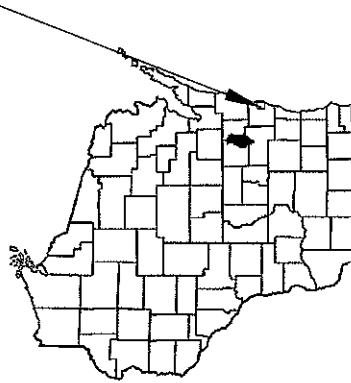
PROJECT DRAFTER:  
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.  
CONTACT: DAN BECKER  
FIBER OPTIC NETWORK SPECIALIST

PERMITS REQUIRED:  
CITY OF SHEBOYGAN RIGHT OF WAY PERMIT

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INTERIOR DIAGRAM

## Project Location Sheboygan, WI



COORDINATE SYSTEM: HARN/WI.ShebyganWI-FOOT

### Legend

— T —	= Telco	⊗	= Manhole
— TV —	= Cable TV	○	= Utility Pole
— E —	= Electric	⊗	= Power Pole
— G —	= Gas	⊗	= Power Transformer Pole
— W —	= Water	⊗	= Street Light
— S —	= Sanitary Sewer	⊗	= Pole Anchor
— ST —	= Storm Sewer	⊗	= Railroad Light
— P —	= Private Fiber Optic	⊗	= Aerial Fiber
— N —	= New Underground Fiber	⊗	= Overhead Guy
— E —	= Existing Underground Fiber	⊗	= Aerial Expansion Loop
— H —	= New Handhole	⊗	= Pull Box
— E —	= Existing Handhole	⊗	= Trees
— L —	= Locate Station	⊗	= Aerial Splice
		⊗	= Standoff
		⊗	= Round Catch Basin
		⊗	= Catch Basin
		⊗	= Fire Hydrant
		⊗	= Water Valve
		⊗	= Gas Valve
		⊗	= Electric Transformer
		⊗	= Traffic Control Box
		⊗	= Cable TV Ped
		⊗	= Telco Ped
		⊗	= Electric Ped
		⊗	= Fiber Ped

Typical Install Depth is 36"



CALL DIGSAFE HOTLINE 1 DAY BEFORE DIGGING:  
AT 1-811 OR (800) 245-5811  
EMERGENCY ONLY (24/7) 833-7810

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITY INFORMATION WAS PROVIDED IN RESPONSE TO PLANNING LOCATE REQUESTS. CONSTRUCTION CONTRACTORS ARE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL PRIVATE UTILITIES. COMPLETE REPAIR OF ANY AND ALL DAMAGES & RESTORATION INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR. FACILITY PLACEMENT SUBJECT TO CHANGE UPON FIELD LOCATE COMPLETION.

RIGHTS-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATIONS AND THE LATEST STATE AND COUNTY RECORDS AVAILABLE.



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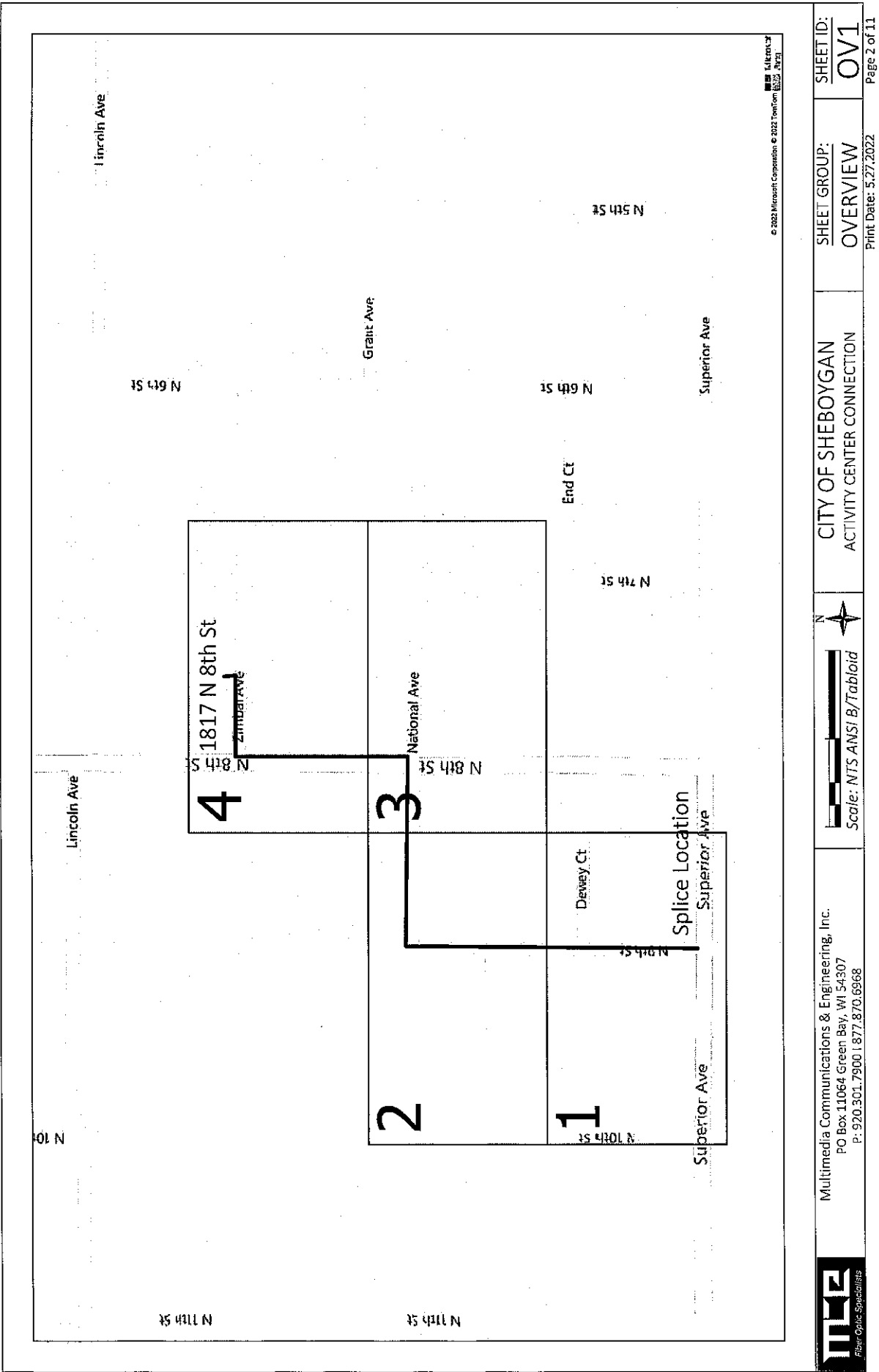


CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
COVER SHEET

SHEET ID:  
CS1

Print Date: 5.27.2022  
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**EXCAVATIONS**

Excavations shall not remain open in excess of 24 hours unless specific permission is obtained from the City Engineer.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be backfilled with flow-able filled slurry mix.

At no time can spoils or other debris be stored or piled in the street gutter.

Excavation stock piling must remain within the public right of way and cannot be placed on or impede any roadways, driveways, sidewalks, or fire hydrants. Any areas that have minimal public right of way available must stock pile the excavated material on a truck bed or trailer. No stock piling of excavated material will be allowed on private property.

Excavations are to remain outside of wetland areas. All excavations must have proper erosion control practices to prevent stock piled materials from entering wetland areas.

Excavations are to remain 75' from the high-water mark of and waterway. Any excavations must have proper erosion control practices to prevent stock piled materials from entering waterways.

**EROSION CONTROL PLAN**

Any open excavations, construction areas or standing debris piles that pose the threat debris runoff will require erosion control practices such as placing silt socks, placing hay bales, or placing silt fencing down the area.

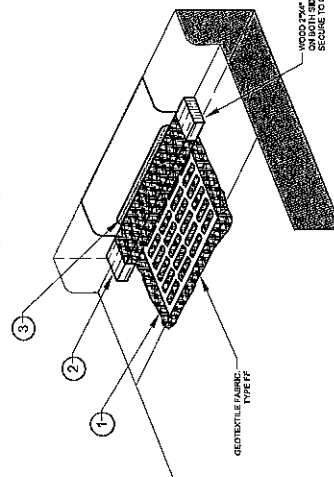
The Contractor must employ the following good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system:

- 1) Cover Storm Sewer Inlet with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet Protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover). Type D Inlet Protection including waddies (fiber filled filter socks) around drains to prevent debris from entering the storm sewer system are required at any low area inlets.
- 2) Place Silt Fence Barrier around excavation per below typical specification Diagram. Silt Fence to be inspected prior to excavation.
- 3) Place silt sock Barrier around Spoils to prevent runoff Ingress into Storm Water Management System.
- 4) Protect graded restoration area using fibrous matting to prevent erosion into Storm Water Management System.
- 5) Place temporary soil stabilization materials to prevent erosion into Storm Water Management System.

All erosion control measures shall be inspected on a weekly basis and/or after 1/2" or more of rainfall to ensure the effectiveness of the erosion control measures.

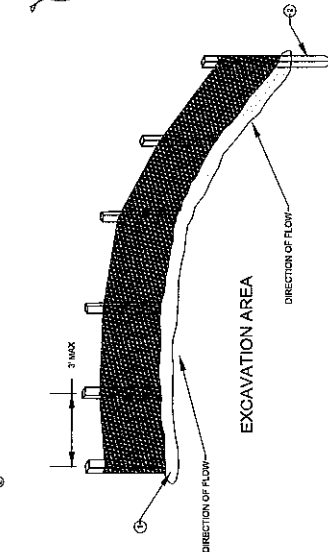
**INLET PROTECTION**

- 1) FINISHED SIDE WALKING SLIP PROTECT WHERE REQUIRED. SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- 2) FOR INLET PROTECTION, TYPE C INLET CURB BOX, AN ADDITIONAL 4" OF FIBER IS W/WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.
- 3) THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING TO FACILITATE OVERFLOW DRAINAGE DURING HIGH WATER EVENTS.



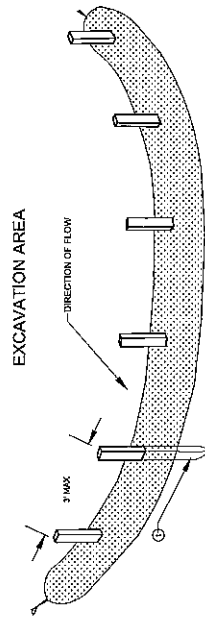
**SILT FENCE**

- 1) INSTALLED IN PLACE OUT OVER THE TOP OF SILT FENCE TO PREVENT SEDIMENT EGRESS FROM EXCAVATION AREA
- 2) STAGE 12" MINIMUM DEPTH INTO GROUND



**SILT SOCK**

- 1) STAGE 12" MINIMUM DEPTH INTO GROUND



**DEWATERING**

Dewatering of pits, trenches, handholes, or manholes must be done with the use of a sediment bag, a straw bale dewatering basin, or approved equivalent. All dewatering procedures must meet or exceed state standards. All Vacuum Excavation spoils are to be transported and disposed of offsite at an approved dumping station. Dewatering is expected to be negligible given the depth of installation and the nature of the directional boring operations for this project.

**FRAC-OUT CONTINGENCY PLAN**

Boring activities and bore path are to be continually monitored to observe potential frac-outs. Erosion control materials are to be accessible and onsite should a frac-out occur. Acceptable materials include silt fence, straw bales, and sand bags. As soon as a frac-out is discovered, erosion control must immediately be implemented around the frac-out material (bentonite-water mixture). A vacuum excavation machine is to be accessible on short notice to clean any frac-out material should it occur.

**RESTORATION**

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the specific requirements of the Municipality or Agency having jurisdiction. Core holes must be backfilled with a slurry mixture as specified by the DOT per permitting requirements. The original Concrete or Asphalt core can then be replaced using Plug and Epoxy method.

potholing is not allowed in ADA compliant or non-compliant pedestrian ramps. Any hard surface excavations within any pedestrian ramp panels will result in the Contractor's replacement of the entire ADA Compliant panel, along with adjacent panels at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure. This scenario will result in the replacement of the effected hard-surface to the permitting authority's specifications.

All disturbed lawns, vegetation, flowers, shrubbery, trees, landscaping, etc. must be replaced or restored to its previous condition or better. Lawn repair will require a minimum of 4" of black dirt and municipal approved grass blends are to be applied.

All areas of restoration using Black Dirt and Seed must be protected with biodegradable net-free fibrous matting. Placement of loose straw or other materials that can be easily blown away or otherwise eroded/removed from the restored area will not be permitted. Fibrous matting materials will must be included in the Contractor Cut Sheets and approved by the Owner prior to placement.



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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
EROSION CONTROL

SHEET ID:  
EC

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SECTIONS 1 is only included in the Project Bidding Documents

Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

T2.01 Duct Placement Guidelines

The Contractor is responsible to provide all duct, handholes, locate posts, locate wire, and pull rope as part of their installation responsibilities. The HDPE Duct part number referenced in Section T6 - Contractor Provided Materials, references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately.

All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of Municipal Water, Sewer, and Storm where a 5' horizontal clearance and 24" vertical clearance is required. The routes on the attached CAD plans have taken all applicable additional clearances into consideration.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

The Owner's Project Manager will be on site to coordinate and mark the duct placement route and handhole locations once all locates have cleared. Routes will be marked with the use of paint and flags. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right of Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

All empty ducts (if any) must be sealed using properly sized duct plugs.

Where ducts are coupled together, the contractor must use an aluminum threaded coupler.

T2.02 Handhole Placement Guidelines

The Contractor may be required to place new Large 36"x60"x36" pre-cast handholes, Medium 30"x48"x36" pre-cast handholes, Small 24"x36"x36" pre-cast handholes, or Extra Small 17"x30"x24" pre-cast handholes along the route as shown on the project CAD Plans. Large Handholes must be Quazite PG3660BH36 base with PG3660HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Medium Handholes must be Quazite PG3048BH36 base with PG3048HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Small Handholes must be Quazite PG2436BH36 base with PG2436HH21 Extra Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Extra Small Handholes must be Quazite PG1730BH24 base with PG1730HH21 Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Manufacturer substitutions or equals will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

The installed handholes must sit atop a 12" bed of 1/2" washed, crushed stone for drainage - pea gravel or other stone smaller than 1/4" is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5/8" long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 6" above the surface of the crushed stone bed. After ground rod installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end.

T2.03 Locate Wire and Post/Station Placement Guidelines

All locate wires will be installed outside the duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 6.01.

The Contractor will be required to install flush mount locate stations or above grade locate posts adjacent to handholes identified on the CAD Drawings. The locate stations and posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate station or post the contractor must install a short length of 1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate station or post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

At the below grade building entry point the locate wire must be run above grade using 3/4" galvanized steel conduit. Locate wire will be housed in a single gang outdoor rated outlet box approximately 4' above grade.

T2.04 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct during the installation of the fiber optic cable.

T2.05 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used; one for the cable, and another set 8' back from the first for the mule tape.

At each handhole the Contractor must store a cable slack loop (Slack Loop length noted on the CAD Plans) neatly coiled and labeled with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-F0.

Following cable installation all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter - do not use foam, putty, or tape to plug any duct. All spare ducts must be sealed using properly sized duct plugs.

Instances where multiple ducts are being placed, all cables and mule tape will be installed inside one duct, while the other duct will only contain mule tape for future installations.

T2.06 Underground Installation Documentation

The Contractor will be required to provide bore logs showing rod placement dates and depths as well as redline drawings showing cable placement and cable footage sequential markings within the underground duct and interior piping.

Section T3 INTERIOR CONSTRUCTION GUIDELINES

T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Duraline 2000T-845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD Interior Drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12" coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor must be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

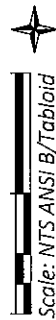
Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools, flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.



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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

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T3.03 Interior EMT/Innerduct Installation

The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of fire or security must be sealed to ensure that the room's integrity is maintained.

Where the interior conduit or innerduct passes through any non-concrete block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.

Prior to cutting or coring into or through any building structure the Contractor must review the core location with the Project Manager.

At each end, and along any interior EMT conduit or innerduct path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Peridot's #PVC-FOB.

Along any interior EMT conduit or innerduct path the Contractor may be required to install 12"x12"x6" Type 1 pull boxes fitted with a screw cover for pulling assistance and a 24"x24"x8" Type 1 pull box fitted with a screw cover for cable storage as shown on the CAD interior plans. At every pull box (and building entry box) the Contractor must use screw type fittings to attach the conduit to the box. Pull boxes are required every 100' or when the total bend radius is to exceed 180 degrees.

Any interior 2" conduit must be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.

T3.04 Interior Cable Installation

Contractor must install the cable along the path shown on the accompanying CAD Plans.

Instances where the interior path uses existing innerduct, EMT, or other pipe that does not contain an existing pull rope, the contractor may be required to fish the existing pathway and install a pull rope to aid in the installation of the Fiber Optic Cable.

Following the installation of the fiber optic cable through the exterior and interior EMT conduit or innerduct, the Contractor must seal the conduit or innerduct ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.

Section T4 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

T4.01 Cable Pre-Acceptance Testing

The Contractor crews must perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable reel. The pre-acceptance testing will verify the performance of the cable prior to it being installed. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to installation.

T4.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified below.

Superior Avenue Splice - Splice all 12 strands from the new cable to the Ribbon 7 (red) of the existing 432strand fiber optic cable inside the existing FOSC 600 Series Splice case. Strands 1-6 of the 12 FOC will splice to 73-78 of the 432 FOC South direction - Strands 7-12 of the 12 FOC splice to 73-78 of the 432 FOC West direction.

T4.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. Contractor must supply all termination panels, pigtails, and consumables necessary to complete the terminations as described in the CAD Interior Plans.

T4.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel reinforcing rod(s) (provided by the Contractor).

T4.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss. Testing will take place between the New Activity Center and Sheboygan City Hall located at 828 Center Avenue, Sheboygan, WI 53081.

T4.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

T4.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the Owner-provided labeling scheme. This labeling must accompany each test results.

T4.08 Optical Loss Budget

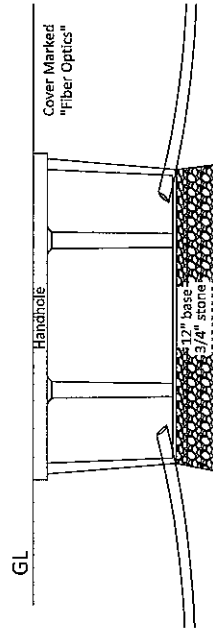
The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

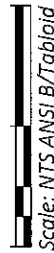
Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	35dB/Km
	1550nm	25dB/Km

Handhole Placement Detail



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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP: **PLACEMENT DETAILS**

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T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractor's responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid.

SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS			
Item Description	Quantity	units	
Provide and install New 2' SDR-11 HDPE Duct via Directional Bore	1,735	feet	
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each	
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2' HDPE Duct and building entry duct - Including slack loops.	2,235	feet	
New Building Entry Galvanized 2" pipe installation	10	feet	
New 12x12x6 NEMA 3R Building Entry Pull Box Installation	1	each	
New Building Entry Galvanized 1/2" pipe installation	5	feet	
New Weatherproof Single Gang Outlet Box Installation	1	each	
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices	
Provide and install new 1.25" Riser Rated Corrugated innerduct	235	feet	
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct - Including termination and storage lengths	395	feet	
Provide and install 36 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each	
Provide and install 36H32x24W wall mount data cabinet	1	each	
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations	
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each	
Terminate Fiber to Rack Mount Termination Panel	24	each	
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests	

Section T6 CONTRACTOR PROVIDED MATERIALS

T6.01 Contractor Provided Material List

- Underground Plowduct - 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A13C6N1 UNNA or approved equivalent.
- 1800 pound mule tape - Carlon TL39203 or equivalent.
- Locate Wire - #12 AWG HDPE jacketed, steel core copper clad wire. Pro-Trace #HDD-OCS-PE45 or equivalent.
- Split Duct Plug - 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
- Small Handhole - Quazite #PG2436B36 Base / #PG2436H21 ANSI Tier 22 1-piece Cover - no equivalent.
- Flush Mount Locata Station - Handley Industries #72C5F1LMQ or approved equivalent.
- Ground Rod - 5x1/2" copper clad ground rod. Non-manufacturer specific.
- 2' Galvanized Steel Pipe - Non-manufacturer specific.
- NEMA 3R Enclosure - Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12R126 or equivalent).
- 1/2" Galvanized Steel Pipe - Non-manufacturer specific.
- Outdoor Rated Outlet Box with Cover - single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
- 12 Strand OS2 rated Singlemode Loose Tube All-Dielectric outdoor rated fiber optic cable (Commscope D-012-LNBW-F12NS or equivalent).
- 1.25" Corrugated Riser Rated Innerduct (Carlon D64X1C or equivalent).
- 12"x12"x6" Type 1 pull box fitted with a screw cover, Non-Manufacturer Specific.
- 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Coming 012E81-33131-24 or equivalent).
- 18U Fiber Termination Panel - Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-038-02101-301-01001 or equivalent).
- Wall Mount Data Cabinet - Black - Plexiglass Door - reversible Mount - Vented. (Great Lakes GL36MMCMPS-S-H-00-00 or equivalent).
- Wall Mount Termination Panel - COPE Dual Door, OS2 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail - (TCS part # From Manufacturer or equivalent).
- Consumables and Installation hardware - Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid documents.

T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.



Multimedia Communications & Engineering, Inc.  
PO Box 11064 Green Bay, WI 54307  
P: 920.301.7900 | 877.870.6968



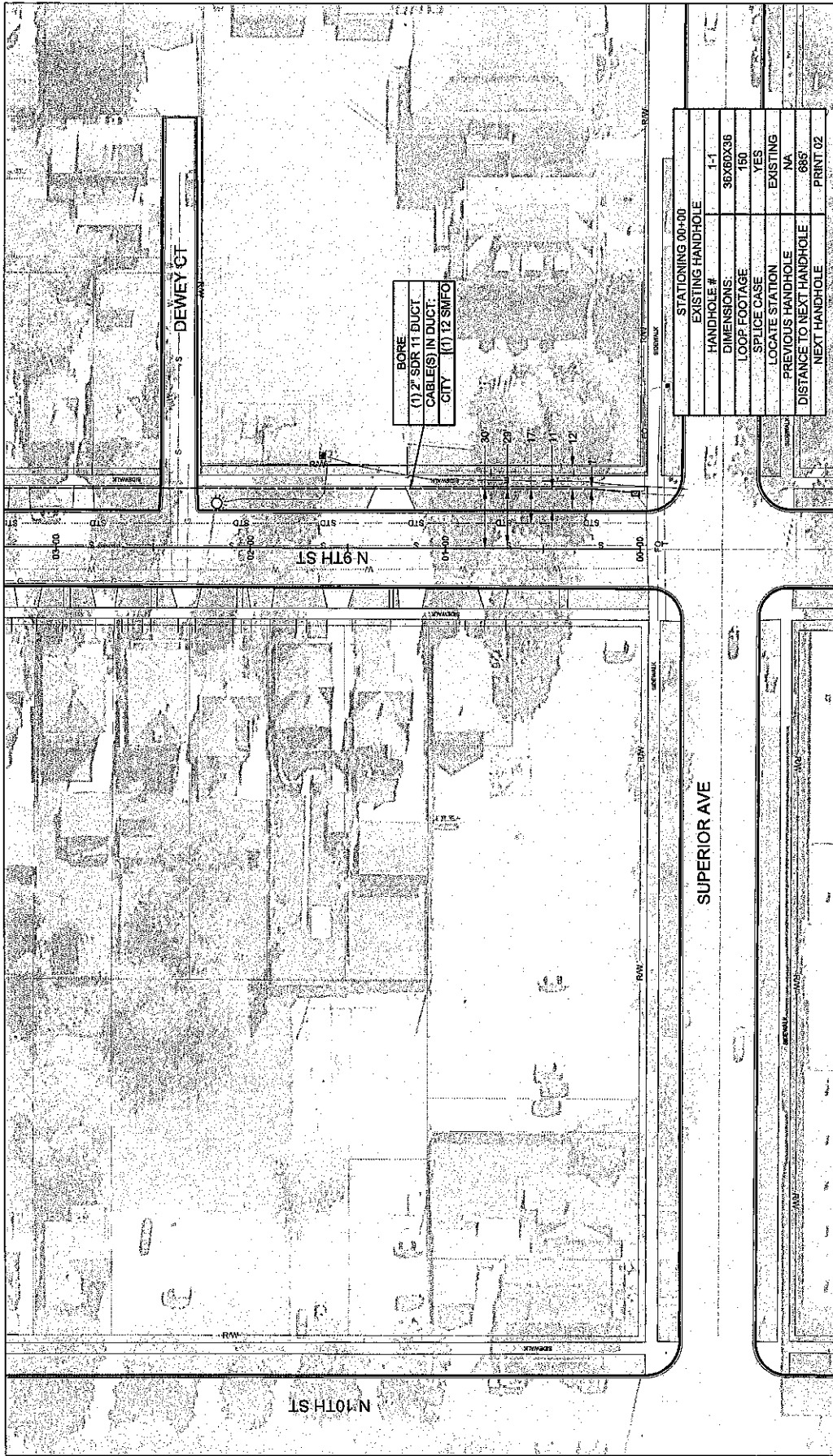
CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

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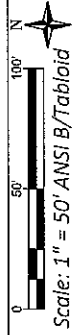
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Print Date: 5/27/2022  
Page 6 of 11

SEE SHEET 2



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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:

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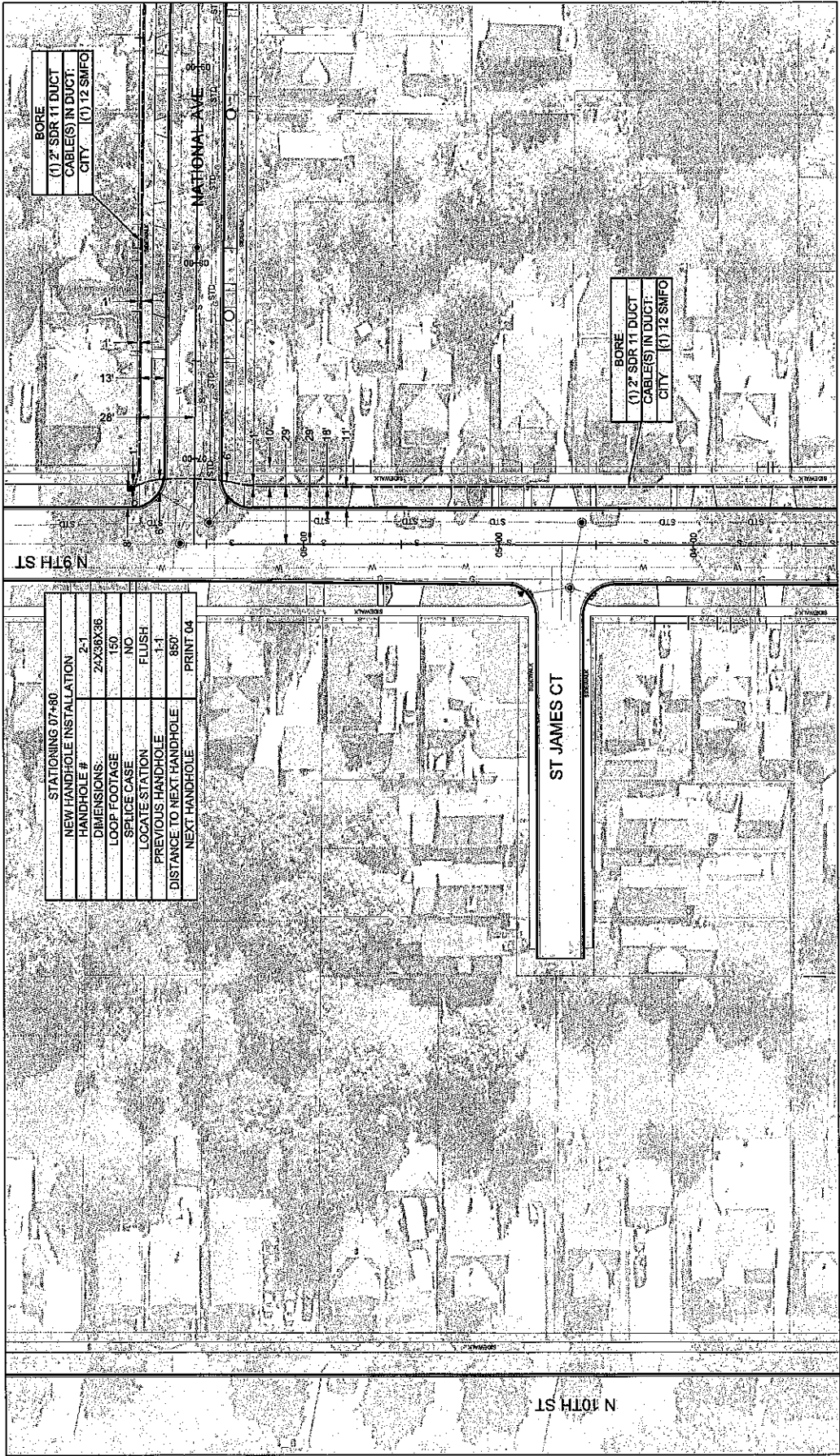
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Page 7 of 11

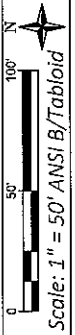
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PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit





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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
1:50 Scaled Plans

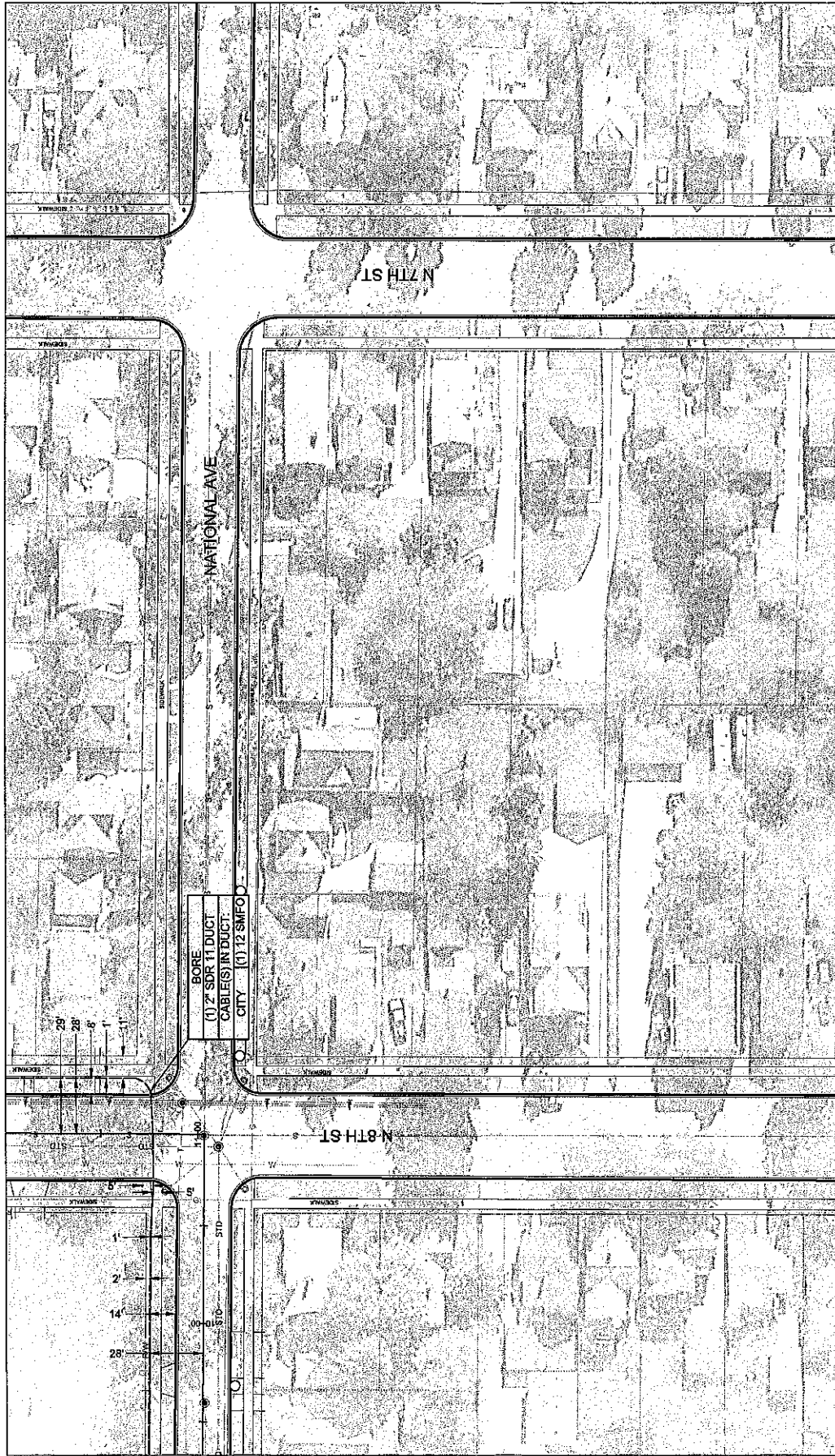
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PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit

Print Date: 5.27.2022

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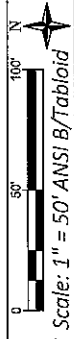
SEE SHEET 4



SEE SHEET 2



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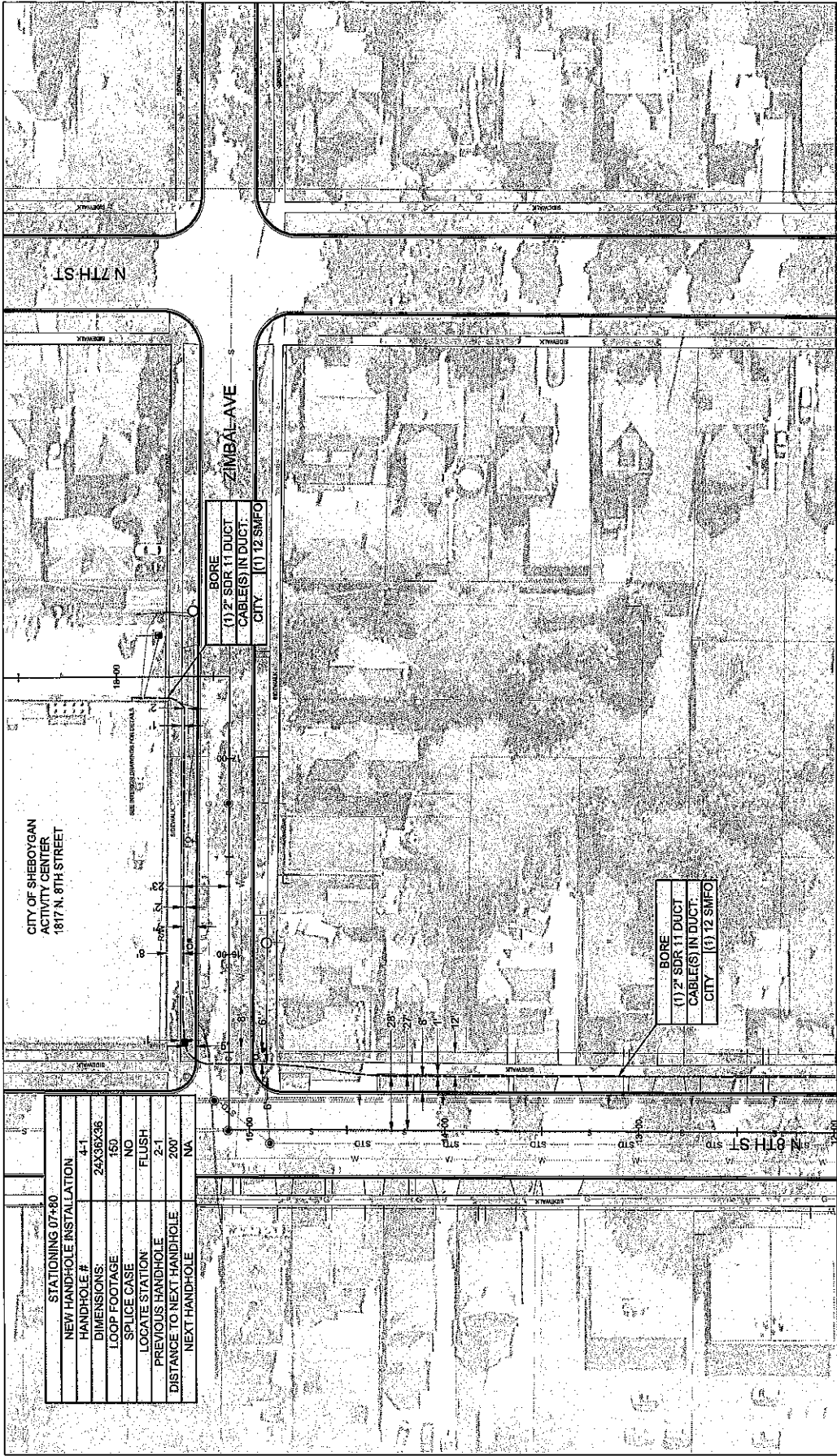
CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

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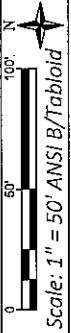
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Page 9 of 11

PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit



SEE SHEET 3

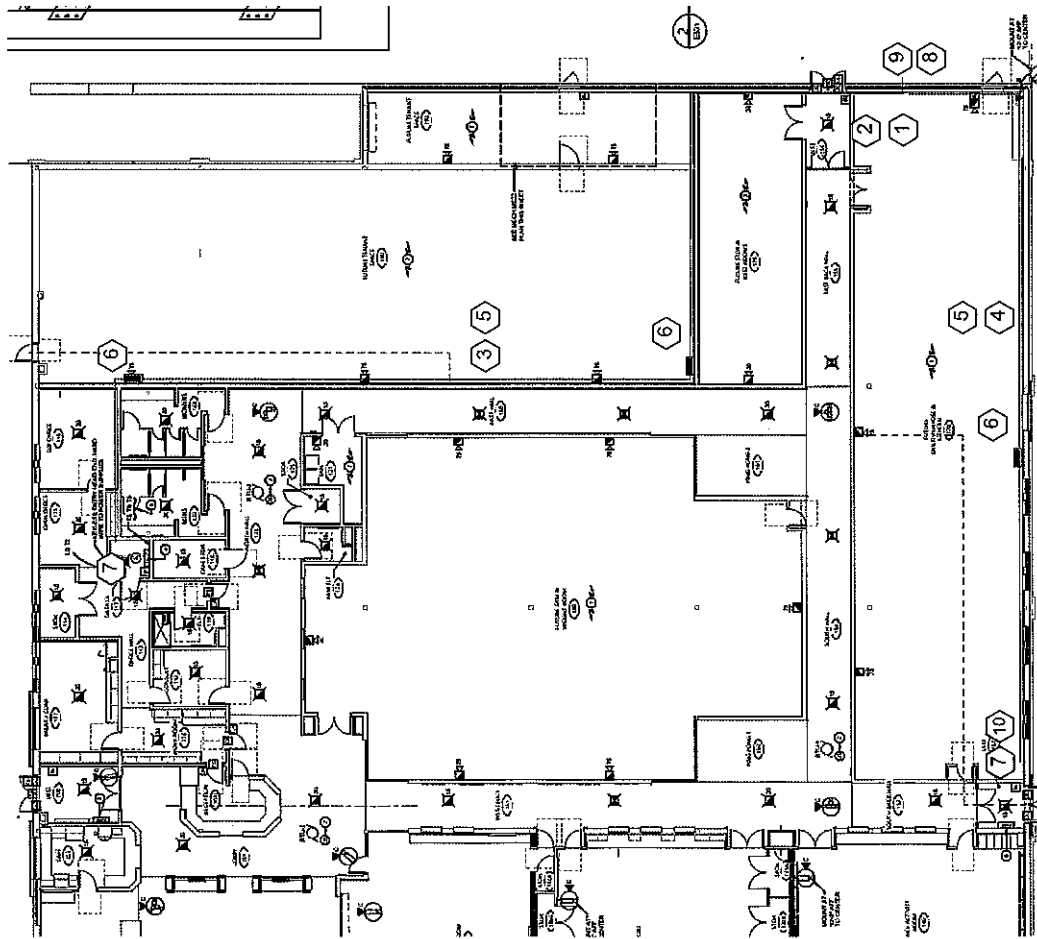
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CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

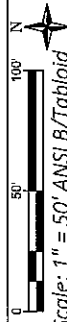
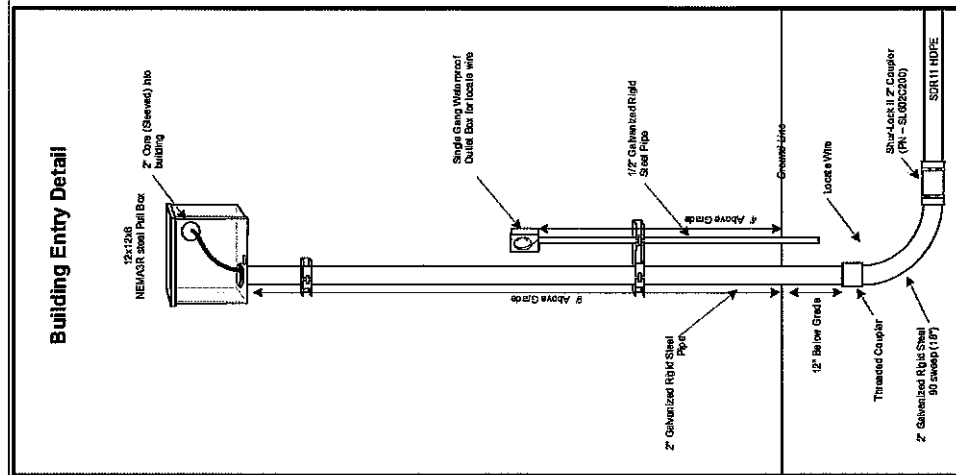
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SHEET ID: 04  
Print Date: 5.27.2022

PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit



# # INSTALLATION NOTES

1. Provide and Install New 36 port Wall Mount Termination Center for 12 strand outdoor cable and 2 - 12 strand indoor cable terminations. Equip Wall Mount Panel with 36 LC-UPC bulkheads and QS2 SM pigtails and 3 - 12 strand splice trays.
2. Fusion Splice Individual Pigtails to indoor and outdoor cable strands - 36 total.
3. Provide and Install 1.25" Riser Rated corrugated Interduct between building entry point and Data Closet - 235' total.
4. Provide and Install 1.25" Riser Rated corrugated Interduct between building entry point and Wall Mount Cabinet - 150' total.
5. Provide and Install 12 strand QS2 Riser Rated fiber optic cable inside interduct - 385' + 50' slack coil each side = 585' total.
6. Provide and Install 12"x12"x8" TYPE I rated pull box panel for 12 strand indoor cable termination. Equip rack mount panel with 12 LC-UPC bulkheads, QS2 SM Pigtails, and 1 - 12 strand splice tray.
7. Install Building Entry Piping on exterior wall per Building Entry Detail diagram shown.
8. Core 2" hole into building - mortar EMT Sleeve into place - Couple Sleeve to NEMA Box.
9. Provide and Install new 36x32x24 wall mount data cabinet



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P: 920.301.7900 | 877.870.6968



CITY OF SHEBOYGAN  
ACTIVITY CENTER CONNECTION

SHEET GROUP:  
Interior Plans  
Print Date: 5.27.2022

SHEET ID:  
ISP  
Page 11 of 11



## CITY OF SHEBOYGAN

### TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act



(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

**16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

**17. Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

**19. Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.



This form is required only for subrecipient funding of more than \$100,000

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Mitchell Dorn  
Signature of Contractor's authorized official

Date: 8/4/22

Mitchell Dorn  
(Print name of person signing above)

Project Manager  
(Print title of person signing above)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Mitchell Down

Date: 8/4/22

Signature of Contractor's authorized official

Mitchell Down

(Print name of person signing above)

Project Manager

(Print title of person signing above)

~~VI~~

R. C. No. 51 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole; recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No.   11   - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole.

---

CITY CLERK

*Finance & Personnel*

DATE RECEIVED 5-9-22

RECEIVED BY MKC

CLAIM NO. 2-22

Item 11.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 09 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Laura Kampmann
2. Home address of Claimant: 2103 N 20<sup>5</sup><sup>th</sup> Sheboygan, WI 53081
3. Home phone number: (920) 917-5194
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4-28-22 12:00 p.m.

6. Where did damage or injury occur? (give full description) Passenger side rear back tire. Blow out tire well. Nail in Drivers side rear tire.

7. How did damage or injury occur? (give full description) Drove over the cover of the Metal Water works hole. The cover was sideways in hole sticking up. There was a car in front of me so I couldn't see it. ~~Damage~~ <sup>PKK</sup> Passenger side rear. Nail in Drivers side rear tire.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

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

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: It is fixed near the cover on back to hole for water or sewage.

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



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

Item 11.

I have a flat tire, tire damage. Nail in tire - other  
tire blown out on side

11. Name and address of any other person injured: N/A

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

Auto: \$ 65.00<sup>x2</sup> a tire  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 130.00

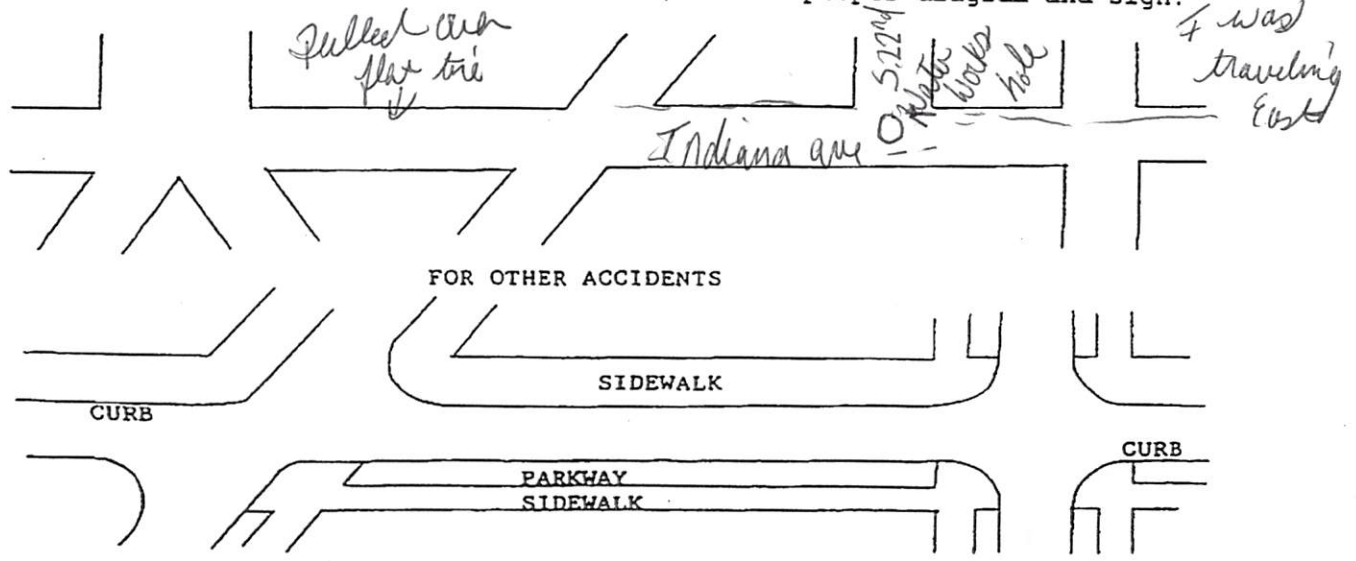
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Year: 2007 Mileage: 185,050

Names and addresses of witnesses, doctors and hospitals: Phillip Escobar. 1632  
St. Clair ave Shel WI 53091

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Laura Kampmann DATE 5-6-22

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 11.

CLAIM NO. \_\_\_\_\_

## CLAIM

Claimant's Name: Laura KampmannAuto \$ 65.00 x 2Claimant's Address: 2103 N 20<sup>ST</sup>

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

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 917-5194

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 130.00

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 130.00.

SIGNED Laura Kampmann DATE: 5-6-27ADDRESS: 2103 N 20<sup>ST</sup> Sheboygan, WI 53081

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







Give us feedback @ survey.walmart.com  
Thank you! ID #:7RFC381501KK

**Walmart** \*

920-459-9410 Mgr: DAVID  
4433 VANGUARD DR  
SHEBOYGAN, WI 53083  
ST#: 03324 OP#: 000066 TE#: 95 TR#: 08261

TLE ITEMS FOLLOW  
ORDER NUMBER 0048570045449  
TPMS SERVICE 068113115037 3.00 X  
TPMS SERVICE 068113115037 3.00 X  
AUTO TIRES 074131795969 65.00 X  
AUTO TIRES 074131795969 65.00 X  
LIFE WHL BAL 007874224343 15.00 X  
LIFE WHL BAL 007874224343 15.00 X  
TIRE FEE 000003700848 2.00 T  
TIRE FEE 000003700848 2.00 T  
FLAT REPAIR 007874224338 15.00 X

TLE ITEMS COMPLETE  
SUBTOTAL 185.00  
TAX 1 5.500 10.18  
TOTAL 195.18  
DEBIT TEND 195.18  
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY  
195.18 TOTAL PURCHASE  
US DEBIT \*\*\*\*\*0456 I.O  
REF # 211900036945  
NETWORK ID 0076 APPR CODE 001352  
US DEBIT

AID A0000000980840  
AAC 38580B6EEB23B3A5  
TERMINAL # SC010303

04/29/22 12:19:10  
#####  
DUPLICATE RECEIPT  
#####  
# ITEMS SOLD 9  
TC# 9937 3729 7913 6717 9484 8



**Walmart** + <



Become a  
member today  
Scan for 30-day free trial.

Low Prices. You. Can. Trust. Every. Day.  
04/29/22 12:19:15





# OUR PLEDGE TO YOU

• We will do only the service you authorize. • We will not exceed the estimated cost of services without your permission. • We will, at your request, return your old parts or hold them for your inspection.

## LIMITED WORKMANSHIP AND MATERIALS WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart")! This Limited Workmanship and Materials Warranty applies to all tires that are purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart and protects the original purchaser from defects in the raw materials or quality of workmanship that require a tire to be removed from service. Wal-Mart stands behind the warranties of the tires that we sell. We do not send tires back to the manufacturer for warranty.

**HOW LONG IS THIS LIMITED WARRANTY VALID?** Under this limited warranty, tires found to be defective will be covered by this warranty for the life of the tire, as measured by the usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

**WHAT IS COVERED BY THIS LIMITED WARRANTY?** This Limited Workmanship and Materials Warranty provides additional coverage to tires purchased and installed at Wal-Mart that are "defective," defined as conditions that require a tire to be removed from service due to defects in the raw materials or quality of workmanship. Wal-Mart at its sole discretion will determine whether a tire is defective and is therefore eligible for replacement under this Limited Warranty. Tires that are deemed defective will be replaced free of charge (except for installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the installation cost and any other service charges and applicable taxes and government-mandated charges. In addition, if the defective tire was covered by the Wal-Mart Optional Road Hazard Warranty, you will need to purchase new Optional Road Hazard Warranty coverage on the replacement tire if you wish to continue Road Hazard Warranty Coverage for the new tire. If a tire is deemed eligible for warranty replacement and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free (except for installation cost and applicable taxes and government-mandated charges) or pro-rata replacement IF AND ONLY IF:

- You are the original purchaser of the tires, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to Wal-Mart
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

### WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty DOES NOT COVER tires that are damaged or failed due to:

- Improper Repair
- Accident
- Rapid or irregular wear
- Misapplication, racing, under-inflation, over-inflation, or other abuse
- Racing
- Snow chains or studs
- Vandalism
- Road hazards
- Excessive abuse
- Off-road use
- Worn mechanical components on the vehicle

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Limited Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you.

**HOW ARE REPLACEMENT CHARGES CALCULATED?** If your tire is defective and you have complied with the terms and conditions of this Limited Warranty, Wal-Mart will provide a free replacement tire (except for the tire installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire is deemed defective, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

**HOW DO I MAKE A CLAIM UNDER THIS LIMITED WARRANTY?** When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at <http://www.walmart.com> and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**CONDITIONS AND EXCLUSIONS.** This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

## LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WALMART STORES, INC.

**1. TIRES COVERED BY THIS WARRANTY.** This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Wal-Mart invoice. The original tread will be considered to be worn down when there are 2/32nds of an inch of tread remaining. If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that wear out before achieving the warranted mileage will be replaced on a pro-rata basis ONLY IF:

- You are the original purchaser of the tires, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Wal-Mart
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

### 2. WHAT IS NOT COVERED

This warranty DOES NOT COVER tires that have become unserviceable due to:

- Road hazard injury (e.g., cut, snag, impact damage or puncture)
- Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment
- Flat spotting caused by improper storage, or brakelock
- Improper repair
- Cosmetic ozone or weather cracking
- Misapplication, racing, under-inflation, over-inflation, or other abuse
- Accident, fire, chemical corrosion, tire alteration or vandalism

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed
- Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface.

**3. HOW REPLACEMENT CHARGES ARE CALCULATED.** A mileage tire meeting the conditions for pro-rata replacement will be replaced with a comparable new tire based on mileage received, in the form of a Wal-Mart tire credit. Wal-Mart will determine the credit amount by multiplying the percent of mileage received by the then current actual selling price at Wal-Mart. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 20,000 miles, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

**4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM.** When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at [www.walmart.com](http://www.walmart.com) and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**5. CONDITIONS AND EXCLUSIONS.** This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**6. CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

(This coverage available with the purchase of the Optional Road Hazard Warranty)

## OPTIONAL ROAD HAZARD WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart") and the optional Wal-Mart Road Hazard Warranty! This document is your contract. This Road Hazard Warranty is OPTIONAL protection that can be purchased and is ONLY EFFECTIVE WHEN THE ORIGINAL INVOICE IS PRESENTED WITH THIS WARRANTY FORM. This warranty is backed by Wal-Mart Stores, Inc. ("Wal-Mart") and provides coverage to the original purchaser for tire failure due to unforeseen hazards of the road causing flat tires, impact breaks, and non-repairable punctures. **HOW LONG IS THIS OPTIONAL WARRANTY VALID?** Under this optional warranty, tires found to be defective will be covered by this warranty for the life of the tires, defined as the duration of usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

**WHAT IS COVERED BY THIS OPTIONAL WARRANTY?** This OPTIONAL Road Hazard Warranty provides additional coverage to tires purchased and installed at Wal-Mart against tire failures caused by nails, glass, metal stones and almost anything else that could damage or puncture a tire. The Road Hazard warranty provides protection from tire failures caused by impact breaks and other non-repairable punctures caused by unforeseen hazards of the road. In the event that a tire fails due to an unforeseen road hazard, this warranty provides free (you pay the installation cost and applicable taxes and government-mandated charges) flat repair and pro-rata replacement if the failure is non-repairable. Eligibility for warranty coverage is determined at Wal-Mart's sole discretion. If the tire is eligible for warranty coverage and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free or pro-rata replacement IF AND ONLY IF:

- You purchased this Optional Road Hazard Warranty from Wal-Mart
- You are the original purchaser of the tires, installed, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires and for your purchase of this Optional Road Hazard Warranty are presented
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

### WHAT IS NOT BY THIS OPTIONAL WARRANTY COVERED?

This warranty DOES NOT COVER tires that are damaged or failed due to:

- Improper repair
- Accident
- Worn mechanical components on the vehicle
- Misapplication, racing, under-inflation, over-inflation, or other abuse
- Racing
- Rapid or irregular wear
- Vandalism
- Snow chains or studs
- Off-road use
- Excessive abuse

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Optional Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**HOW ARE REPLACEMENT CHARGES CALCULATED?** Wal-Mart will repair a flat tire for free (except for the tire installation cost and applicable taxes and government-mandated charges). A tire with a non-repairable puncture and meeting the terms and conditions of the warranty will be replaced with a comparable new tire, as determined by Wal-Mart, in the form of a Wal-Mart tire credit. The amount of the Wal-Mart tire credit will be calculated based on the wear of the tire at the time of replacement. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire receives unrepairable damage, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees. Tires with less than 2/32nds of an inch of tread remaining are not eligible for replacement or repair under this Optional Warranty. The last 2/32nds is not considered usable tread. If your tire is deemed eligible for pro-rata replacement, you will pay the difference between the cost of the new tire and the Wal-Mart tire credit. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges.

**HOW DO I MAKE A CLAIM UNDER THIS OPTIONAL WARRANTY?** When making a claim under the terms of this optional warranty, you must present your tires and the vehicle on which the tires were used to your local Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at [www.walmart.com](http://www.walmart.com) and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**CONDITIONS AND EXCLUSIONS.** This optional warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

**REFUND.** Where applicable, you may have the right for a limited period of time to cancel this Road Hazard Warranty and receive a refund.

FULL WARRANTY ON  
AUTO  
FOR  
MILES: **Item 11.** E  
S

The automobile services and included parts listed on this Service order are warranted for 90 days or 3,000 miles, whichever occurs first. If our installation is unsatisfactory and/or parts used are defective in material or workmanship and the installation or parts are not covered by another written warranty of longer duration (in which case the warranty of longer duration would apply), we will correct the warranted repair free of charge. TO OBTAIN SERVICE UNDER THIS WARRANTY, RETURN THE AUTOMOBILE ON WHICH THE SERVICE WAS PERFORMED TO THE NEAREST WAL-MART AUTO CARE CENTER LOCATION.

This warranty gives you specific rights and you may also have other rights which vary from state to state.

Wal-Mart Stores, Inc.  
702 S.W. 8th St.  
Bentonville, AR 72716-8094

VII

R. C. No. 58 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. O. No. 19-22-23 BY City Clerk submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue; recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



II

R. O. No. 19 - 22 - 23. By CITY CLERK. June 6, 2022.

Submitting a claim from Richard A. Olson for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked on Custer Avenue.

FAP

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

5/16/22

RECEIVED BY

MKC

CLAIM NO.

4-22

MAY 16 2022

Item 12.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

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

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

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

1. Name of Claimant: Richard A Oson
2. Home address of Claimant: 1012 CUSTER AVE SHEBOYGAN WI 53081
3. Home phone number: 414 840 4321 (cell # no land line)
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 5/6/2022 9:20AM
6. Where did damage or injury occur? (give full description) See Attached police report.
7. How did damage or injury occur? (give full description) See Attached police report.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: ROSS Andrew HOBLITZELL
  - (b) Claimant's statement of the basis of such liability: See Attached Police report
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

See Attached Police report.

11. Name and address of any other person injured: NONE

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

Auto: \$ 2,385.11 - \$2,568.68 see attached estimates  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 2,568.68

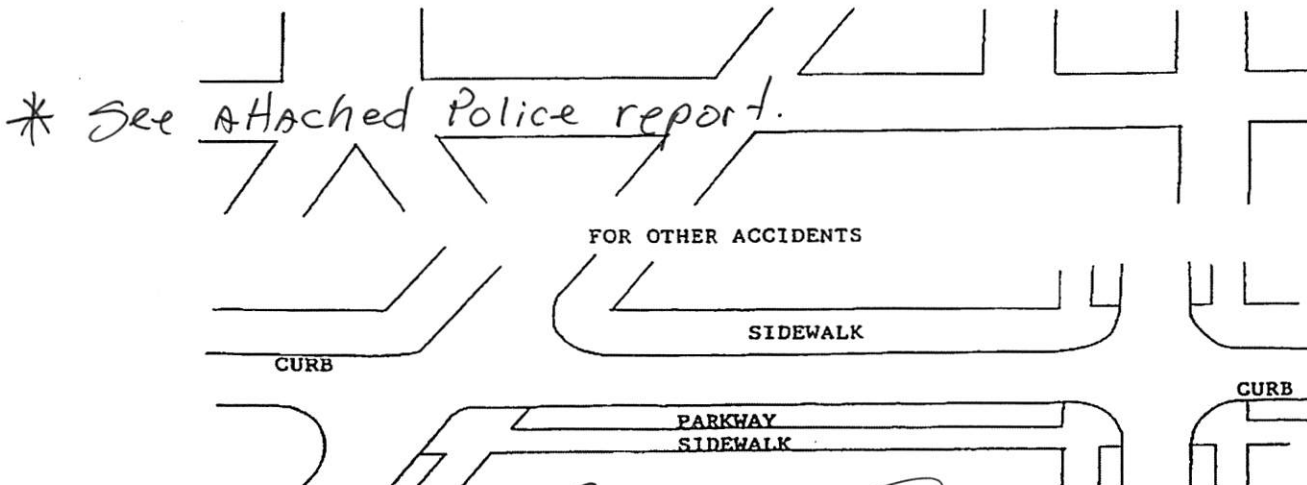
Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2017 Mileage: 28,925

Names and addresses of witnesses, doctors and hospitals: Reported to  
police by city sanitation employees involved in  
accident.

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Richard [Signature]

DATE 5/14/2022



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 12.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Richard A Olson

Auto \$ 2385.11 - \$2568.68

Claimant's Address: 1012 CUSTER AVE

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

SHEBOYGAN WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 414 840 4321

Other (Specify below) \$ \_\_\_\_\_

TOTAL ~~\$2385.11~~ - \$2568.68

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2385.11 - \$2568.68

SIGNED



DATE:

5/14/2022

ADDRESS:

1012 CUSTER AVE, SHEBOYGAN WI 53081

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

G7L0FJ55MP  
C22-07716

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0FJ55MP

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER S. LONGLEY</b>	
Crash Date <b>05/06/2022</b>		Crash Time <b>08:58 AM</b>		Date Arrived <b>05/06/2022</b>		Time Arrived <b>09:24 AM</b>	
Date Notified <b>05/06/2022</b>		Time Notified <b>09:23 AM</b>		Total Units <b>02</b>		Total Injured <b>00</b>	Total Killed <b>00</b>
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold	
<input checked="" type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related <b>NO</b>		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type <b>DT4000 (STANDARD CRASH)</b>		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

## Description

Diagram		Reconstruction By	
		Photos By <b>491</b>	
		Additional Information <b>PHOTOS</b>	
<input checked="" type="checkbox"/> I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.			
ID BY WI DL. DRIVER OF UNIT 1 WAS BACKING THE GARBAGE TRUCK WESTBOUND ON CUSTER AVE. UNIT 2 WAS LEGALLY PARKED ON THE NORTH SIDE OF THE ROAD, FACING WESTBOUND. DRIVER SIDE FRONT WHEEL WELL OF UNIT 1 MADE CONTACT WITH REAR TIRE WELL OF UNIT 2. MINOR DAMAGE TO UNIT 2 AND NO DAMAGE TO UNIT 1.			

G7L0FJ55MP  
C22-07716

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

## Location

ON 1012 CUSTER AVE 128 FT W OF S 10TH ST (HOUSE/BUILDING 1012)  IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude	Longitude
	43.726951118	-87.716796233
	X Coordinate	Y Coordinate
	442268.53125	4841796.5
Structure Type		HOUSE/BUILDING

## Crash Scene

First Harmful Event		First Harmful Event Location	
MOTOR VEH IN TRANSPORT		ON ROADWAY	
Manner of Collision		Light Condition	
06 - SIDESWIPE/OPPOSITE DIRECTION		DAYLIGHT	
Road Surface Condition(s)		Roadway Factor(s)	
DRY			
Environment Factor(s)			
NONE		NONE	
Weather Condition(s)		Relation To Trafficway	
CLEAR		TRAFFICWAY - ON ROAD	
Animal Type		Crash Classification - Jurisdiction	
		NO SPECIAL JURISDICTION	
Crash Classification - Location		Access Control	
PUBLIC PROPERTY		PARTIAL CONTROL	
Tribal Land		Special Study	
Within Interchange Area	Junction Location	Intersection Type	
NO	NON-JUNCTION	NOT AN INTERSECTION	

## Unit Summary

UNIT 01	Unit Status		Vehicle Operating As Classification		Unit Type	
	IN TRANSIT		A CLASS		TRUCK	
	Vehicle Type				Operating As Endorsements	
	STRAIGHT TRUCK (INSERT TRUCK)					
	Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types	
	1		0	0	0	
	Insurance?	Direction Of Travel	Pre Crash Tire Mark	Speed Limit	Total Lanes	
	YES	WESTBOUND		25	2	
	Most Harmful Event: Collision With		Special Function		Emergency Motor Vehicle Use	
	PARKED MOTOR VEHICLE		NO SPECIAL FUNCTION		NOT APPLICABLE	
Traffic Way		Traffic Control		Traffic Control Inoperative/Missing		
TWO-WAY, NOT DIVIDED		NO CONTROL		NO		
Surface Type		Road Curvature		Road Grade		
CONCRETE		STRAIGHT		LEVEL		
Truck Bus or HazMat						
NO						

## Vehicle

UNIT 01 VEHICLE 01	License Plate Number		Plate Type	St	Country of Issuance
	88068		MUN - MUNICIPAL	WI	UNITED STATES
	Vehicle Identification Number		Make	Year	Model
	3BPZL50X7DF176544		PETERBILT MOTORS CO	2013	TRUCK
	Color		Body Style		Bus Use
	WHI - WHITE		CB - CAB CHASSIS		
Initial Contact Point		Vehicle Damage			
10 - LEFT SIDE FRONT					
Extent Of Damage		00 - NO DAMAGE			
NO DAMAGE					





G7L0FJ55MP  
C22-07716

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	Towed Due To Damage <b>NOT TOWED</b>	Vehicle Removed By <b>OPERATOR</b>		
	What Driver Was Doing <b>BACKING</b>	Vehicle Factors		
	Driver Prior Action Other	<b>NOT APPLICABLE</b>		
	Driver Actions <b>LOOKED BUT DID NOT SEE</b>			
01	01	Owner Name <b>SHEBOYGAN CITY (920) 459-3440</b>	Owner Address <b>1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US</b>	
<b>Sequence Of Events</b>				
01	01	Event <b>MOTOR VEH IN TRANSPORT</b>		
02	02	Event		
03	03	Event		
04	04	Event		
UNIT INDIVIDUAL	<b>Policy Holder</b>			
	Insurance Company <b>PROGRESSIVE-ADVANCED-INSURANCE-CO</b>	Government <b>SHEBOYGAN CITY</b>		
01	001	<b>Individual</b>		
		Driver <b>ROSS ANDREW HOBLITZELL (920) 918-6797</b>	Citations Issued <b>0</b>	Sex <b>MALE</b>
			Date of Birth <b>02/27/2002</b>	Race <b>WHITE</b>
		Address <b>1604 N 25TH ST SHEBOYGAN, WI 53081 , US</b>	Driver License Number <b>H1437210206708</b> STATE: WISCONSIN COUNTRY: UNITED STATES	
<b>Safety Equipment</b>		On Duty Crash	Safety Equipment	
01	001	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>SHOULDER &amp; LAP BELT</b>
		Helmet Use	Helmet Compliance	
		Eye Protection	Tint Compliance	
<b>Injury</b>		Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>	
Ejected <b>NOT EJECTED</b>		Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>	Trapped/Extricated <b>NOT TRAPPED</b>	
Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death	
<b>Distracted By</b>		Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>		
<b>Distracted By Action</b> <b>NOT DISTRACTED</b>				

**G7L0FJ55MP**  
**C22-07716**

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

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

## Unit Summary

02 UNIT	Unit Status <b>LEGALLY PARKED</b>		Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>TRUCK</b>	
	Vehicle Type <b>UTILITY TRUCK/PICKUP TRUCK</b>				Operating As Endorsements	
	Total Occs <b>0</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>	
	Insurance? <b>YES</b>	Direction Of Travel <b>WESTBOUND</b>	Pre CrashTire Mark	Speed Limit <b>25</b>	Total Lanes <b>2</b>	
	Most Harmful Event: Collision With <b>MOTOR VEH IN TRANSPORT</b>		Special Function <b>NO SPECIAL FUNCTION</b>		Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>	
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>NO CONTROL</b>		Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>		Road Grade <b>LEVEL</b>	
Truck Bus or HazMat <b>NO</b>						

UNIT		VEHICLE			
02	02	Vehicle			
		License Plate Number <b>993193</b>	Plate Type <b>LTK - LIGHT TRUCK</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>
		Vehicle Identification Number <b>1FTEW1EF6HFB50176</b>	Make <b>FORD</b>	Year <b>2017</b>	Model <b>F150</b>
		Color <b>WHI - WHITE</b>	Body Style <b>PK - PICKUP</b>		Bus Use
		Initial Contact Point <b>08 - LEFT SIDE REAR</b>	Vehicle Damage  <b>08 - LEFT SIDE REAR</b>		
		Extent Of Damage <b>MINOR DAMAGE</b>			
		Towed Due To Damage <b>NOT TOWED</b>	Vehicle Removed By <b>OWNER</b>		



G7L0FJ55MP  
C22-07716

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT VEHICLE	02	What Driver Was Doing <b>LEGALLY PARKED</b>	Vehicle Factors <b>NOT APPLICABLE</b>	
	02	Driver Prior Action Other		
	02	Driver Actions <b>NO CONTRIBUTING ACTION</b>		
	02	Owner Name <b>RICHARD ALLEN OLSON (920) 453-8751</b>	Owner Address <b>1012 CUSTER AVE SHEBOYGAN, WI 53081 , US</b>	
UNIT	01	<b>Sequence Of Events</b>		
	01	Event <b>PARKED MOTOR VEHICLE</b>		
	02	Event		
	03	Event		
	04	Event		
UNIT	<b>Policy Holder</b>			
	Insurance Company <b>ACUIITY,-A-MUTUAL-INSURANCE-CO</b>		Individual <b>RICHARD OLSON</b>	
<b>Property Owner</b>				
PROP OWNER	01	Government <b>CITY OF SHEBOYGAN (920) 459-3440</b>		Address <b>2026 NEW JERSEY AVE SHEBOYGAN, WI 53081 , US</b>
<b>Fixed Objects Struck</b>				
	01	Striking Unit <b>01</b>	Struck Object <b>OTHER OBJECT - NOT FIXED</b>	Structure Number Damage Tag Number

**MIKE BURKART FORD COLLISION  
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073  
Phone: (920) 893-6961  
FAX: (920) 892-6761

Workfile ID: 38d67563  
PartsShare: 6LLJ2Y  
Federal ID: 39-0127312

Item 12.

**Preliminary Estimate**

**Customer: OLSON, RICHARD A & DAWN**

**Job Number:**

Written By: MARK LEONHARD  
Adjuster: HORN, LINDA, (920) 458-9131 x1455 Business

Insured: OLSON, RICHARD A & DAWN Policy #: N67175 Claim #: RN3933-1-1-400  
Type of Loss: Collision Date of Loss: 5/6/2022 2:30 PM Days to Repair: 0  
Point of Impact: 08 Left Qtr Post (Left Side)

<b>Owner:</b> OLSON, RICHARD A & DAWN 1012 CUSTER AVE SHEBOYGAN, WI 53081 (920) 457-1853 Evening	<b>Inspection Location:</b> MIKE BURKART FORD COLLISION CENTER 3110 COUNTY ROAD PP PLYMOUTH, WI 53073 Repair Facility (920) 893-6961 Business	<b>Insurance Company:</b> ACUITY, A MUTUAL INSURANCE COMPANY ACUITY CLAIMS SHEBOYGAN
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**VEHICLE**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,925	Vehicle Out:
License: 993193	Exterior Color: WHITE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

**DECOR**

Dual Mirrors  
Privacy Glass

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel

Cruise Control  
Keyless Entry  
Alarm  
Steering Wheel Touch Controls  
Telescopic Wheel  
Parking Sensors

**RADIO**

AM Radio  
FM Radio  
Stereo

Search/Seek

CD Player

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps

**TRUCK**

Rear Step Bumper

Get live updates at [www.carwise.com/e/4f8av6](http://www.carwise.com/e/4f8av6)

## Preliminary Estimate

Item 12.

Customer: OLSON, RICHARD A &amp; DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	<b>ELECTRICAL</b>						
2	Repl	Valve stem 315mhz	F2GZ1700C	1	7.95 m	Incl.	
3	<b>WHEELS</b>						
4	*	Repl LT/Rear Wheel, alloy type 3 Note: PART # HL3Z1007E	FL3Z1007D	1	<u>268.65</u> m	0.3	
5	<b>PICK UP BOX</b>						
6	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: DAMAGE TO FRONT OF PANEL AND WHEEL OPENING AREA				<u>3.0</u>	3.0
7		Add for Clear Coat					1.2
8	*	Rpr LT Outer wheelhouse (ALU)				<u>1.0</u>	0.5
9		Overlap Minor Panel					-0.2
10		Add for Clear Coat					0.1
11	R&I	Fuel door gas engines				0.1	
12	Blnd	Fuel door gas engines					0.2
13	R&I	Housing gas engines				0.3	
14	R&I	LT Upper molding				0.5	
15	R&I	LT Front deflector				0.2	
16	Repl	LT Front deflector retainer	W705589SS5YZ	1	1.50		
17	*	R&I LT Rear deflector				<u>0.3</u>	
18	Repl	LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
19		Overlap Minor Panel					-0.2
20		Add for Clear Coat					0.1
21	Repl	LT Rear deflector retainer	W705589SS5YZ	3	4.50		
22	R&I	LT Rear molding				0.1	
23	Repl	LT Rear molding retainer	W705589SS5YZ	1	1.50		
24	Repl	LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
25	#	REMOVE EXISTING DECAL		1		0.4	
26	#	R&I TONNEAU COVER				1.0	
27	<b>REAR LAMPS</b>						
28	R&I	LT Tail lamp				0.3	
29	<b>REAR BUMPER</b>						
30	R&I	R&I bumper assy				1.1	
31	#	R&I LT REAR WHEEL LINER				0.5	
32	<b>TIRES</b>						
33	*	Repl GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	GY07705	1	244.97	0.3	
34	#	Subl MOUNT AND BALANCE		1	20.00 T		
35	#	Subl TIRE DISPOSAL		1	5.00 T		
36	#	Subl Hazardous waste removal		1	5.00 T		
37	#	Repl Cover Car		1	10.00 T	0.2	
38	#	Color tint / color match		1			0.5
39	#	Rpr Color sand and buff				0.5	

# Preliminary Estimate

Item 12.

**Customer: OLSON, RICHARD A & DAWN**

**Job Number:**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

40	#	Repl	Corrosion protection	1	6.00	T
41	#		Clean for delivery/post-repair cleaning	1	35.00	

<b>SUBTOTALS</b>	<b>834.77</b>	<b>11.0</b>	<b>6.0</b>
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## ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			788.77
Body Labor	11.0 hrs @	\$ 68.00 /hr	748.00
Paint Labor	6.0 hrs @	\$ 68.00 /hr	408.00
Paint Supplies	6.0 hrs @	\$ 45.00 /hr	270.00
Miscellaneous			46.00
Subtotal			2,260.77
Sales Tax	\$ 2,260.77 @	5.5000 %	124.34
<b>Grand Total</b>			<b>2,385.11</b>
Deductible			250.00
<b>CUSTOMER PAY</b>			<b>250.00</b>
<b>INSURANCE PAY</b>			<b>2,135.11</b>

**MyPriceLink Estimate ID / Quote ID:**

954025353012060160 / 105411701

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



**Customer: OLSON, RICHARD A & DAWN****Job Number:**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 05/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

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

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



Preliminary Estimate

Item 12.

Customer: OLSON, RICHARD A & DAWN

Job Number:

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI WHITE

TIRE PARTS SUPPLIERS

Line	Description	Supplier	Price
33	GDYR 275/65R18 Wrangler Fortitude HT OWL 116T	Tire Rack	\$ 244.97
	7101 VORDEN PKWY, SOUTH BEND IN 46628-0	(800) 445-0179	

**DEAN'S AUTO BODY, INC.**Workfile ID:  
PartsShare:9250dcc2  
6LZTwT

Item 12.



Deans Has the Means for All Your Collision Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

**Preliminary Estimate****Customer: Olson, Rick**

Written By: Joe Black

Insured: Olson, Rick  
Type of Loss:  
Point of Impact: 08 Left Qtr Post (Left Side)

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
Olson, Rick  
1012 Custer Ave  
Sheboygan, WI 53081  
(414) 840-4321 Cell

**Inspection Location:**  
DEAN'S AUTO BODY, INC.  
1407 N 29TH ST  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 457-5494 Business

**Insurance Company:**  
ACUITY, A MUTUAL INSURANCE COMPANY

**VEHICLE**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN: 1FTEW1EF6HFB50176	Interior Color:	Mileage In: 28,954	Vehicle Out:
License: 993193	Exterior Color:	Mileage Out:	
State: WI	Production Date: 2/2017	Condition: Good	Job #:

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

**DECOR**

Dual Mirrors  
Privacy Glass

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Alarm  
Steering Wheel Touch Controls  
Telescopic Wheel

**RADIO**

AM Radio  
FM Radio  
Stereo  
Search/Seek

**CD Player****SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats  
Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps

**TRUCK**

Rear Step Bumper

# Preliminary Estimate

Item 12.

**Customer: Olson, Rick**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>WHEELS</b>					
2	**	Repl RECOND LT/Rear Wheel, alloy type 2	FL3Z1007C	1	223.00 m	0.3 M	
3	#	Subl Dismount & Mount Tire		1	13.30 T		
4	#	Subl Computer Wheel Balance		1	11.97		
5	#	Subl Four wheel alignment		1	89.95 T		
6	#	Repl Transport to and from alignment shop		1		0.5	
7		<b>PICK UP BOX</b>					
8	*	Rpr LT Side panel w/wheel opening molding (ALU) Note: Side Panel is Aluminum has diiffernt repair procedure.				10.0	3.0
9		Add for Clear Coat					1.2
10	R&I	LT Upper molding				0.5	
11	Repl	LT Wheel opng mldg	FL3Z9929165BA	1	171.12	0.5	0.8
12		Overlap Minor Panel					-0.2
13		Add for Clear Coat					0.1
14	R&I	LT Front deflector				0.2	
15	*	R&I LT Rear deflector				0.3	
16	Repl	LT Decal "SPORT 4x4"	FL3Z9925622FA	1	53.58	0.4	
17	#	R&I Bed cover				0.4	
18		<b>REAR LAMPS</b>					
19	R&I	LT Tail lamp				0.3	
20		<b>REAR BUMPER</b>					
21	R&I	R&I bumper assy				1.1	
22		<b>VEHICLE DIAGNOSTICS</b>					
23	#	OEM Diagnostic Support		1	69.95		
24	#	Pre Scan		1	50.00	0.5 M	
25	#	Post Scan		1	50.00	0.5 M	
		Note: Manufacture Requires Scan					
26		<b>MISCELLANEOUS OPERATIONS</b>					
27	#	Repl Administration Supplies		1	25.00		
28	#	Hazardous waste removal		1	6.00 T		
29	#	Repl Cover Car		1	8.00 T	0.2	
<b>SUBTOTALS</b>					<b>771.87</b>	<b>15.7</b>	<b>4.9</b>

# Preliminary Estimate

Item 12.

**Customer: Olson, Rick**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

## ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				654.62
Body Labor	14.4 hrs	@	\$ 68.00 /hr	979.20
Paint Labor	4.9 hrs	@	\$ 68.00 /hr	333.20
Mechanical Labor	1.3 hrs	@	\$ 100.00 /hr	130.00
Paint Supplies	4.9 hrs	@	\$ 45.00 /hr	220.50
Miscellaneous				117.25
Subtotal				2,434.77
Sales Tax	\$ 2,434.77	@	5.5000 %	133.91
<b>Grand Total</b>				<b>2,568.68</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>2,568.68</b>

**MyPriceLink Estimate ID / Quote ID:**

953991501153574912 / 105398870

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

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

**Customer: Olson, Rick**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA15, CCC Data Date 05/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

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

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



Preliminary Estimate

Item 12.

Customer: Olson, Rick

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#ALY03999U30 RECOND LT/Rear Wheel, alloy type 2 Quote: 1273378268 Expires: 06/26/22	\$ 223.00
11	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9929165BA LT Wheel opng mldg Quote: 1212972806 Expires: 06/11/22	\$ 171.12
16	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#FL3Z9925622FA LT Decal "SPORT 4x4" Quote: 1212973344 Expires: 06/11/22	\$ 53.58

**Preliminary Estimate**

Item 12.

**Customer: Olson, Rick**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

**ALTERNATE PARTS USAGE**

2017 FORD F-150 XLT SuperCrew 4WD w/5.5' Box 4D SHORT 8-5.0L Flex Fuel Sequential MPI

VIN:	1FTEW1EF6HFB50176	Interior Color:	Mileage In:	28,954	Vehicle Out:
License:	993193	Exterior Color:	Mileage Out:		
State:	WI	Production Date:	2/2017	Condition:	Good
				Job #:	

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

June 22, 2022

CITY CLERK'S OFFICE  
CITY OF SHEBOYGAN  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

Claim Number: RN3933

Date of Loss: 05/06/2022

Claimant Name: CITY OF SHEBOYGAN/ROSS A HOBLITZELL

Insured Name: RICHARD & DAWN OLSON

**NOTICE OF CLAIM:**

Pursuant to Sec. 893.80(1)(a), Wis. Stats., you are hereby notified that on the 6th day of May, 2022, at 1012 Custer Avenue, City of Sheboygan, Wisconsin, Richard and Dawn Olson sustained property damages due to the City of Sheboygan's negligence in operating a garbage truck. The damage to the Olson's 2017 Ford F150 was caused as a result of the negligence of the City of Sheboygan's employees and agents.

The property damage occurred as follows: The 2017 Ford F150 owned by Richard and Dawn Olson was parked and unoccupied at 1012 Custer Avenue, Sheboygan, Wisconsin. The 2013 Peterbilt garbage truck, owned by the City of Sheboygan, backed up and struck the parked Olson vehicle causing damage to the drivers side rear.

The Olson's completed the City of Sheboygan Notice of Damage or Injury form and handed it to the City Clerk on or about May 16, 2022. They also provided two estimates of repairs from Mike Burkart Ford Collision Center for \$2,385.11 and from Dean's Auto Body Incorporated for \$2,568.68.

Pursuant to Sec. 893.80(1)(b), Wis Stats., Acuity, A Mutual Insurance Company, as subrogee for Richard and Dawn Olson, whose address is 1012 Custer Avenue, Sheboygan, Wisconsin 53081, hereby claims damages from the City of Sheboygan for damages sustained on May 6, 2022 due to the City of Sheboygan's negligence in the operation of a motor vehicle. The City of Sheboygan is also hereby notified that Richard and Dawn Olson claim damages against the City of Sheboygan for the above described damages.

Please confirm receipt of this letter to: Acuity, PO Box 58, Sheboygan, WI 53082. Be sure the claim number RN3933 appears on the correspondence.

If you have any questions, I can be reached at 800.242.7666, extension 1455 or by email at [claims@acuity.com](mailto:claims@acuity.com). \_\_\_\_\_

Sincerely,

*Linda Horn*

Linda Horn  
Claim Representative  
800.242.7666, Ext 1455

cc: Richard & Dawn Olson

*Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.*

VII

R. C. No. 59 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. O. No. 40-22-23 by City Administrator submitting the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation; recommends adopting the schedule and filing the document.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



II

19

Item 13.

R. O. No. 40 - 22 - 23. By CITY ADMINISTRATOR. July 18, 2022.

Submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

### 2023 City of Sheboygan Budget Schedule

July 18, 2022	City Administrator submits 2023 Budget Schedule to Common Council.
July 25, 2022	City Administrator communicates to Management Team the parameters for 2023 Budget submittals. Staff begins Salary and Benefit Projections.
July 25, 2022	City Administrator discusses budget parameters with Finance and Personnel Committee.
August 22, 2022	Staff completes Salary and Benefit Projections, merges data into the 2023 Budget Projection.
August 29, 2022	Staff completes preliminary departmental budget submittals.
August-September, 2022	City Administrator review of preliminary department budgets.
October 3, 2022	City Administrator submits Budget Resolution to Common Council.
October 4 - 14, 2022	Standing Committees - 2023 Proposed Budget presentations.
October 7, 2022	Staff publishes Notice of Public Hearing on 2023 Proposed Budget.
October 17, 2022	Committee of the Whole Review.
October 24, 2022	Public Hearing on 2023 Proposed Budget.
October 24, 2022	Committee of the Whole refers final 2023 Proposed Budget to Common Council.
November 7, 2022	Common Council to adopt the Budget Resolution.

FXP

Submitting the 2023 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for anticipated wage/benefit increase for the city workforce due to the compensation study and union contracts.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed fund proceeds.
10. Incorporate 2023 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling, and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

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Todd Wolf, City Administrator

VII

R. C. No. 60- 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. O. No. 143-21-22 by City Administrator submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.; recommends filing the document.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 143 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.

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CITY CLERK

F&P  
2022-2023 Council

**STATE OF WISCONSIN****CIRCUIT COURT****SHEBOYGAN**

PNC Bank, National Association vs. Rae R. Pape et al

**Electronic Filing  
Notice**

Case No. 2022CV000152

Class Code: Foreclosure of Mortgage

Sheboygan County  
Clerk of Circuit Court  
2022CV000152  
Honorable Daniel J  
Borowski  
Branch 5CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN WI 53081-4442

Case number 2022CV000152 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 \$20.00 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: 225b8a**

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: March 24, 2022



FILED

03-23-2022

Item 14.

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J

Borowski

Branch 5

STATE OF WISCONSINCIRCUIT COURTSHEBOYGAN COUNTY

PNC Bank, National Association  
c/o Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr.  
West Valley City, UT 84119

## SUMMONS

Plaintiff,  
vs.

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

Rae R. Pape  
1415 Mehrtens Ave  
Sheboygan, WI 53081-2561

John Doe Pape  
1415 Mehrtens Ave  
Sheboygan, WI 53081-2561

City of Sheboygan  
823 Center Ave  
Sheboygan, WI 53081-4442

Defendants.

---

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), 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 23<sup>rd</sup> day of March, 2022.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By 

Robert M. Piette  
State Bar No. 1018058

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
086151F01

Address of Court:  
Sheboygan County Courthouse  
615 N. Sixth Street  
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED

03-23-2022

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J  
Borowski

Branch 5

Item 14.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PNC Bank, National Association  
c/o Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr.  
West Valley City, UT 84119

## COMPLAINT

Plaintiff,  
vs.

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

Rae R. Pape  
1415 Mehrtens Ave  
Sheboygan, WI 53081-2561

John Doe Pape  
1415 Mehrtens Ave  
Sheboygan, WI 53081-2561

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Defendants.

---

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Rae R. Pape.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$32,225.80 together with interest from the 1st day of June, 2021.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Pape has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rae R. Pape and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said

premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 23<sup>rd</sup> day of March, 2022.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Robert M. Piette  
State Bar No. 1018058

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.



FILED

03-23-2022

Item 14.

Sheboygan County

Clerk of Circuit Court

2022CV000152

Honorable Daniel J

Borowski

Branch 5

# ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In the Wall Street Journal)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 18, 2005  
[Date]

SHEBOYGAN  
[City]

Wisconsin  
[State]

1415 MEHRTENS AVENUE  
SHEBOYGAN, WI 53031

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$45,475.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.0000%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on May 01, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$333.68. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

WISCONSIN ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -  
Single Family

(Page 1 of 4 pages)

EXHIBIT A

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the first day of April 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half

percentage points ( 6.5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One

percentage point(s) ( 1.0000%) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY\*\***

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.



**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Rae R. Pape (Seal) \_\_\_\_\_ (Seal)  
RAE R. PAPE -Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

(Sign Original Only)

\*\*

THE PREPAYMENT NOTE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF  
AMENDS THE PREPAYMENT PROVISIONS OF THIS NOTE

Initials Initials Initials Initials Initials Initials

Pay to the order of  
First Franklin Financial Corporation  
without recourse  
First Franklin, a division of National City Bank of Indiana

By Olivia Horace  
Olivia Horace, Post Closer

Pay to the order of  
WITHOUT RECOURSE  
First Franklin Financial Corp.

Olivia Horace  
Olivia Horace, Funder

(Page 4 of 4 pages)

EXHIBIT A



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**MORTGAGE**

Document Number:

Return Address:

FIRST FRANKLIN  
ATTENTION: RECORDS MANAGEMENT  
2150 NORTH FIRST STREET  
SAN JOSE, CA 95131  
Parcel I.D. Number: 59281601220

1760999

SHEBOYGAN COUNTY, WI  
RECORDED ON

03/28/2005 02:54PM

DARLENE J. NAVIS  
REGISTER OF DEEDSRECORDING FEE: 45.00  
TRANSFER FEE:STAFF ID 11  
TRANS # 59254

# OF PAGES: 18

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated March 18, 2005, together with all Riders to this document.
- (B) "Borrower" is RAE R PAPE, UNMARRIED

Borrower is the mortgagor under this Security Instrument.

- (C) "Lender" is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN  
Lender is a National Association  
the laws of United States of America  
2150 NORTH FIRST STREET, SAN JOSE, California 95131

organized and existing under  
Lender's address is

- (D) "Note" means the promissory note signed by Borrower and dated March 18, 2005, Lender is the mortgagee under this Security Instrument. The Note states that Borrower owes Lender Forty Five Thousand Four Hundred Seventy Five and no/100 Dollars (U.S. \$45,475.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 01, 2035.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
- ☐ Balloon Rider ☐ Planned Unit Development Rider ☒ Other(s) [specify] Prepay Rider
- ☒ 1-4 Family Rider ☐ Biweekly Payment Rider

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct,

WISCONSIN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1681.1 (0011)

(Page 1 of 10 pages)

Form 3050 1/01

GREATLAND

To Order Call: 1-800-630-0293 Fax: 616-791-1131

**EXHIBIT B**



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or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the

COUNTY  
[Type of Recording Jurisdiction]

of

SHEBOYGAN  
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

1415 MEHRTENS AVENUE  
[Street]

SHEBOYGAN  
[City]

, Wisconsin

53081  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 3; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay, to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.



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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the



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underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners' Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the



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following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has



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designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has



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breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section

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846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. **Attorney's Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 10 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Rae R. Pape (Seal) \_\_\_\_\_ (Seal)  
RAE R. PAPE -Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Witness:

Witness:

State of Wisconsin  
County of SHEBOYGAN

This instrument was acknowledged before me on MARCH 18, 2005  
RAE R. PAPE

(date) by

(person(s) acknowledging).



Jason P. Pleus  
JASON P. PLEUS

Notary Public, State of Wisconsin

My commission expires: 5/11/08

This instrument was drafted by:

Name: WENDY SEHNERT

WISCONSIN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(Page 10 of 10 pages)

**EXHIBIT B**



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## 1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, wholly owned operating subsidiary of National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE  
SHEBOYGAN, WI 53081

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.

*Rae R. Pape*  
RAE R. PAPE

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

(Page 3 of 3 pages)

**EXHIBIT B**



## PREPAYMENT RIDER

This Prepayment Rider is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

("the Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE  
SHEBOYGAN, WI 53081

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed 60 days' interest at the contract rate on the amount by which the aggregate principal prepayment for a twelve month period exceeds 20% of the original amount of the loan.

### NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This prepayment Rider provides for the payment of a charge if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment

Rider

*Rae R. Page*  
RAE R. PAGE

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Fixed Rate and Balloon Prepayment Rider - First and Second Liens - Wisconsin  
Adjustable Rate Prepayment Rider - First Lien - Wisconsin

**EXHIBIT B**



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**ADJUSTABLE RATE RIDER**

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE  
SHEBOYGAN, WI 53081

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.0000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of April 2007 and on that day every 8th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half percentage points ( 6.5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX  
(AS PUBLISHED IN THE WALL STREET JOURNAL) -- Single Family

(Page 1 of 3 pages)

**EXHIBIT B**

UNOFFICIAL COPY

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) ( 1.0000 %) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(Page 2 of 3 pages)

**EXHIBIT B**

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Rae R. Pape  
RAE R. PAPE

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

*[Sign Original Only]*

(Page 3 of 3 pages)

**EXHIBIT B**

UNOFFICIAL COPY

**Exhibit "A"****LEGAL DESCRIPTION:**

Lot Five (5), Block Five (5), according to the recorded Plat of Assessment Subdivision No. 1, in the City of Sheboygan, Sheboygan County, Wisconsin. Together with the rights in an easement for driveway purposes in parts of Lots 4 and 5, Block 5 in said Subdivision, as set forth in a certain agreement for joint use of driveway dated November 13, 1964 and recorded November 17, 1964 in Vol. 438 Records, Page 676.

Tax Parcel Number: 59281601220

**EXHIBIT B**



CHAIN OF TITLE:WARRANTY DEED

GRANTOR:

BARBARA J. REINKE F/K/A BARBARA J. SIRCEL

GRANTEE:

JOSE HERRERA, A SINGLE PERSON

DATED: 07/20/1999

RECORDED: 07/29/1999 BOOK: 1685

PAGE: 584

INSTRUMENT NO.: 1550334

WARRANTY DEED

GRANTOR:

JOSE HERRERA

GRANTEE:

RAE R. PAPE, A SINGLE PERSON

DATED: 03/17/2005

RECORDED: 03/28/2005 INSTRUMENT NO.: 1760997

MORTGAGE/DEED OF TRUST INFORMATION:MORTGAGE

LENDER: FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

BORROWER: RAE R PAPE, UNMARRIED

DATED: 03/18/2005

RECORDED: 03/28/2005

INSTRUMENT NO.: 1760999

AMOUNT: \$45,475.00

ASSIGNMENT

ASSIGNOR:

FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK OF INDIANA

ASSIGNEE:

FIRST FRANKLIN FINANCIAL CORPORATION

DATED:

04/12/2005

RECORDED:

04/25/2005

INSTRUMENT NO.:

1763374

ASSIGNMENT

ASSIGNOR:

FIRST FRANKLIN FINANCIAL CORPORATION, A DELAWARE CORPORATION BY  
SELECT PORTFOLIO SERVICING, INC., A UTAH CORPORATION, ITS ATTORNEY IN  
FACT

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION

DATED:

03/27/2018

RECORDED:

07/18/2018

INSTRUMENT NO.:

2059691

MORTGAGE FORECLOSURE/ LIS PENDENS:

NONE

JUDGMENTS:JUDGMENT

CASE #

2015TJ000096

PLAINTIFF:

CITY OF SHEBOYGAN

DEFENDANT:

RAE R PAPE

DOCKETED: 04/27/2015

AMOUNT: \$491.00

JUDGMENT

CASE #

2015TJ000094

PLAINTIFF:

CITY OF SHEBOYGAN

Page 2 of 6

LIEN REPORT

DEFENDANT:  
DOCKETED: 04/27/2015

RAE R PAPE  
AMOUNT: \$691.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 04/27/2015

2015TJ000095  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$691.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 04/27/2015

2015TJ000098  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$691.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 04/27/2015

2015TJ000093  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$691.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 04/27/2015

2015TJ000092  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$691.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 03/14/2016

2018TJ000029  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$53,038.00

JUDGMENT

CASE #  
PLAINTIFF:  
DEFENDANT:  
DOCKETED: 03/14/2018

2018TJ000030  
CITY OF SHEBOYGAN  
RAE R PAPE  
AMOUNT: \$53,000.00

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UCC FINANCING STATEMENT:

NONE

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NOTICE OF LIENS:

NONE

---

MECHANIC'S LIENS:

VII

R. C. No. 64 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. C. No. 276-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 32-2122 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends filing the document.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

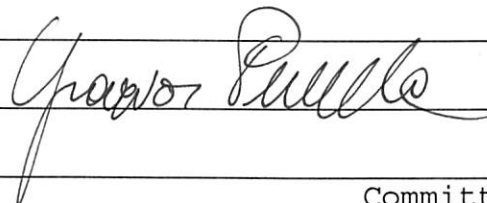
VI

R. C. No. 276 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

Your Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P  
2022-2023 council

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Tap

CITY CLERK

FILED  
06-04-2021  
Sheboygan County  
Clerk of Circuit Court  
2021CV000211  
Honorable L Edward  
Stengel  
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_

SHEBOYGAN COUNTY

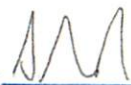
LINK MEDIA WISCONSIN, LLC  
d/b/a Link Media Outdoor  
200 Mansell Ct. East  
Bldg. 200 Suite 360  
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN  
Sheboygan City Hall  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081,

Defendant.

Process Server   
Date: 6/9/21 Time: 12:15 am/pm  
☐ Personal ☐ Substitute  
☐ Posted ☐ Corporate

Case No. 21 CV \_\_\_\_\_

Case Code: 30701  
Declaratory Judgment

JUN 9 '21 12:28

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**SUMMONS**

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**THE STATE OF WISCONSIN, TO THE DEFENDANT NAMED ABOVE:**

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

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Courthouse, 615 N. 6<sup>th</sup> St., Sheboygan, Wisconsin 53081-4692 and to the plaintiff's attorney,

1. The first step is to identify the problem.  
2. The second step is to define the problem.  
3. The third step is to analyze the problem.  
4. The fourth step is to develop a solution.  
5. The fifth step is to implement the solution.  
6. The sixth step is to evaluate the solution.

Kraig A. Byron, whose address is 10 East Doty Street, Suite 900, Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) 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 4<sup>th</sup> day of June, 2021.

**VON BRIESEN & ROPER, S.C.**

*Electronically signed by Kraig A. Byron*

By: Kraig A. Byron  
State Bar No. 01020236  
Attorneys for Plaintiff

**von Briesen & Roper, s.c.**  
10 East Doty Street, Suite 900  
Madison, WI 53703  
(608) 661-3981  
(608) 316-3184 (fax)  
[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)



FILED  
06-04-2021  
Sheboygan County  
Clerk of Circuit Court  
2021CV000211  
Honorable L Edward  
Stengel  
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_

SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC  
d/b/a Link Media Outdoor  
200 Mansell Ct. East  
Bldg. 200 Suite 360  
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN  
Sheboygan City Hall  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081,

Defendant.

Case No. 21 CV \_\_\_\_

Case Code: 30701  
Declaratory Judgment

---

**COMPLAINT**

---

COMES NOW the Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor ("Link"), by its attorneys, von Briesen & Roper, s.c., by Attorney Kraig A. Byron, and as and for their Complaint against the Defendant, City of Sheboygan, alleges as follows:

**PARTIES AND NATURE OF ACTION**

1. Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor, is a domestic limited liability company, with its home office and principal place of business located at 200 Mansell Ct. East, Bldg. 200 Suite 360, Roswell, GA 30076, and a local office located at 1258 Russet Court, Green Bay, WI 54313.

2. Defendant, City of Sheboygan (“City”), is on information and belief, a municipal governmental corporation, with its central governmental offices located at Sheboygan City Hall, 828 Center Avenue, Suite 300, Sheboygan, WI 53081.

3. This action is brought under Wis. Stat. § 806.04 for a declaration of rights and interests under Wis. Stat. § 84.30.

#### **GENERAL ALLEGATIONS**

4. Plaintiff re-alleges and incorporates herein as if fully stated all of the allegations contained in Paragraphs 1 through 3 above.

5. Wis. Stat. § 84.30 was enacted by the Wisconsin legislature, stating as its purpose; “to promote the safety, convenience and enjoyment of public travel, to preserve the natural beauty of Wisconsin, to aid in the free flow of interstate commerce, to protect the public investment in highways, and to conform to the expressed intent of congress to control the erection and maintenance of outdoor advertising signs, displays and devices adjacent to the national system of interstate and defense highways, it is hereby declared to be necessary in the public interest to control the erection and maintenance of billboards and other outdoor advertising devices adjacent to said system of interstate and federal-aid primary highways and the Great River Road.”

6. Plaintiffs own and operate outdoor advertising structures, also known as billboards, and under Wis. Stat. § 84.30, generally referred to as “signs.”

7. Plaintiffs sell advertising space on their signs for valuable consideration.

8. Link’s legal relations are affected by Wis. Stat. § 84.30.

9. Link is entitled to have determined questions of construction arising under Wis. Stat. § 84.30 and to obtain a declaration of rights, status or other legal relations thereunder.

10. Link requests that the Court construe Wis. Stat. § 84.30 and to declare Link's rights under the statute.

11. There is a controversy between Link and the City with regard to the construction and application of Wis. Stat. § 84.30(4), as that provision relates to the regulation of the subject sign structure.

12. The City disagrees with Link's interpretation and construction of Wis. Stat. § 84.30.

13. There is a dispute between Link and the City as to whether the City has the authority to regulate permitted signs located in "business areas" as that term is defined in Wis. Stat. § 84.30(2)(b).

14. Link has a legally protectable interest in installing and maintaining sign structures located in "business areas" without having to contend with unfounded claims of local regulatory authority over sign structures located in such areas.

15. The manner in which Link's sign structures located in "business areas" are regulated by local zoning authorities presents an ongoing controverted issue that will continue until decided with certainty by a court of competent jurisdiction.

16. Link Media Wisconsin, LLC does business in Sheboygan County, Wisconsin by entering into lease agreements for property located in Sheboygan County, selling advertising space on signs located in Sheboygan County, and by direct contact with its landlords and advertising customers located in Sheboygan County, Wisconsin.

17. Among Link's signs located in Sheboygan County is a billboard located adjacent to the Hyundai dealership at 5525 Racetrack Rd in the City of Sheboygan ("subject sign" or "subject sign structure").

18. The subject sign structure was erected and is maintained pursuant to a state permit issued by the State of Wisconsin, Department of Transportation.

19. As a permitted sign structure under state law, Link is permitted to make changes to the subject sign, such as increasing the height of the sign above ground level ("HAGL") and installing digital display panels on the sign.

20. Plaintiffs' signs are essential to the continued viability of their business model.

21. Plaintiffs have a pecuniary interest in maintaining the existence and visibility of their signs.

22. The sightlines to the subject sign have become partially obstructed by an on-premise advertising sign for the Hyundai dealership.

23. Before the Wisconsin Department of Transportation ("WisDOT") will allow Link and similarly situated sign owners to make changes to permitted signs, it generally requires sign owners to secure the approval of local zoning authorities.

24. In the case of the subject sign, WisDOT informed Link on June 2, 2021 that "Link Media Outdoor has the Department's unqualified approval to make these changes to the sign structure."

25. The changes approved by WisDOT are the elevation of the HAGL of the subject sign structure and the installation of digital display panels on the subject sign structure.

26. On information and belief, WisDOT did not require local approval of the requested revisions and granted Link unqualified State approval to make the requested revisions to the subject sign structure because the structure is located within a "business area."



27. On information and belief, WisDOT would have required local approval as a condition of State approval to make the requested revisions had the subject sign structure not been located within a “business area.”

28. The City of Sheboygan has classified the subject sign structure as “nonconforming” under its local ordinances.

29. Link requested permission from the City of Sheboygan to raise the HAGL of the subject sign structure to improve the sightlines to the sign’s advertising faces.

30. The City refused to permit Link to raise the HAGL of the subject sign structure.

31. On information and belief, the City’s position is that raising the HAGL on a nonconforming sign structure would render the subject sign structure illegal under its local ordinance.

32. On information and belief, if Link raises the HAGL of the subject sign structure and/or installs digital display panels on the sign structure the City will seek removal of the sign structure based on alleged unlawful changes to a sign structure nonconforming under the City’s ordinances.

33. There is an ongoing dispute between the parties as to whether the City of Sheboygan has the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

**FIRST CLAIM – DECLARATORY JUDGMENT**  
**THE CITY HAS NO REGULATORY AUTHORITY OVER THE SIGN**

34. Plaintiffs re-allege and incorporate herein as if fully stated all of the allegations contained in Paragraphs 1 through 33 above.

35. Wis. Stat. § 84.30(2)(b) defines “business area” as follows:

*"Business area" means any part of an adjacent area which is zoned for business, industrial or commercial activities under the authority of the laws of this state; or not zoned, but which constitutes an unzone commercial or industrial area as defined in par. (k). In adjacent areas along the interstate system business areas shall be limited to commercial or industrial zones within the boundaries of incorporated municipalities, as those boundaries existed on September 1, 1959, and all other areas where the land-use as of September 1, 1959, was clearly established by state law as industrial or commercial.*

36. Wis. Stat. Sec. 84.30(2)(a) defines the "adjacent areas" as follows:

*"Adjacent area" means an area which is adjacent to and within 660 feet of the nearest edge of the right-of-way of any interstate or primary highway or the Great River Road, which 660 feet distance shall be measured horizontally along a line normal or perpendicular to the center line of the highway.*

37. The subject sign structure is located within a "business area."

38. Wis. Stat. § 84.30(4) establishes those criteria applicable to signs located within business areas. It provides, in relevant part;

*The department shall effectively control or cause to be controlled, the erection and maintenance of outdoor advertising signs, displays and devices that are erected subsequent to March 18, 1972 in all business areas. Whenever a bona fide county or local zoning authority has made a determination of customary use, as to size, lighting and spacing such determination may be accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority. In all other business areas, the criteria set forth below shall apply: (State criteria omitted).*

39. In order to be considered a bona fide county or local zoning authority which has made a determination of customary use as to size, lighting and spacing, the zoning ordinance of the local zoning authority must be certified by WisDOT under Trans 201.20, Wis. Admin. Code.

40. Trans 201.20(3) provides:

*"Local certification" means the department's acceptance, under s. 84.30 (4) (intro.), Stats., of a local zoning authority's determination of customary use as to the size, lighting and spacing of outdoor advertising signs in the zoned commercial or industrial areas of the locality.*

41. On information and belief, WisDOT refers to those “bona fide county or local zoning authority” whose “determination of customary use, as to size, lighting and spacing” has been “accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority” as “Certified Cities.”

42. Attached hereto as Exhibit A is a copy of a list of “Certified Cities” received by Plaintiff from WisDOT on November 20, 2020.

43. By email exchange on May 25, 2021, Vicki Harkins, Outdoor Advertising Program Lead, Bureau of Highway Maintenance, Division of Transportation Systems Development, Wisconsin Dept. of Transportation, confirmed that no changes had been made to WisDOT’s Certified City List since November 20, 2020 and that the Department was not in receipt of any pending applications to have a local ordinance certified. A copy of said email exchange is attached hereto as Exhibit B.

44. The City of Sheboygan does not appear on WisDOT’s Certified City List.

45. Wis. Stat. § 84.30(4) mandates that in all “business areas” not located within certified cities, the criteria set forth in Wis. Stat. § 84.30(4) control outdoor advertising sign size, spacing and lighting.

46. Unless a local zoning ordinance is certified by WisDOT under Trans 201.20, Wis. Admin. Code, the local zoning authority cannot impose restrictions on signs located in “business areas” more restrictive than the sign criteria set forth in Wis. Stat. Sec. 84.30(4).

47. Trans 201.20(5)(b), Wis. Admin. Code is the only Wisconsin legal authority providing that a local zoning ordinance may impose more restrictive size, spacing and lighting controls than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.



48. Trans 201.20(5)(b), Wis. Admin. Code applies only to certified local zoning ordinances.

49. Trans 201.20(5)(b), Wis. Admin. Code does not apply to local ordinances that have not been certified by WisDOT under Wis. Stat. § Wis. Stat. 84.30(4) and Trans 201.20(3), Wis. Admin. Code.

50. The City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

51. The City of Sheboygan has no authority to regulate outdoor advertising signs located in “business areas” as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

52. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in “business areas” than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

53. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate outdoor advertising signs located in “business areas” as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

54. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls on the subject sign structure than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

55. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate the subject sign structure.



**WHEREFORE**, Plaintiff respectfully requests that the Court enter Judgment as follows:

- A. For a finding that a justiciable controversy exists which satisfies the conditions for declaratory relief under Wis. Stat. § 806.04;
- B. For a judgment under Wis. Stat. § 806.04 entering the declaratory relief requested herein.
- C. For an Order awarding to Plaintiff all allowable costs, disbursements and attorney's fees; and,
- D. Any other remedies the Court deems just and equitable.

Dated this 4<sup>th</sup> day of June, 2021.

**VON BRIESEN & ROPER, S.C.**

*Electronically signed by Kraig A. Byron*

By: Kraig A. Byron  
State Bar No. 01020236  
Attorneys for Plaintiff

**von Briesen & Roper, s.c.**  
10 East Doty Street, Suite 900  
Madison, WI 53703  
(608) 661-3981  
(608) 316-3184 (fax)  
[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)

MUNICIPALITY	DISTRICT	COUNTY	CERT DATE	DE-CERT DATE
Village of Bayside	2	Milwaukee	4/30/1973	
City of Beloit	1	Rock	4/5/1973	
Village of Brown Deer	2	Milwaukee	4/30/1973	
Village of Chenequa	2	Waukesha	8/20/1973	
Village of Elm Grove	2	Waukesha	8/20/1973	
City of Fond du Lac	3	Fond du Lac	11/12/1975	
Village of Fox Point	2	Milwaukee	6/5/1973	
City of Franklin	2	Milwaukee	6/5/1973	
City of Glendale	2	Milwaukee	6/5/1973	
Village of Greenfield	2	Milwaukee	6/5/1973	
City of Greenfield	2	Milwaukee	8/25/1975	
Village of Hales Corners	2	Milwaukee	6/5/1973	
City of Janesville	1	Rock	3/2/1973	6/5/1984
Village of Lake Delton	1	Sauk	6/13/1977	
City of Madison	1	Dane	2/23/1973	
City of Milwaukee	2	Milwaukee	12/5/1974	
Village of Nashotah	2	Waukesha	8/23/1973	
City of New Berlin	2	Waukesha	8/20/1973	
City of New Holstein	3	Calumet	3/2/1973	
City of Oak Creek	2	Milwaukee	4/6/1973	
City of Platteville	1	Grant	8/17/1973	
City of Richland Center	5	Richland	8/21/1973	12/17/1974
Village of Suring	3	Oconto	8/27/1975	
City of Tomah	5	Monroe	8/22/1973	7/5/1990
City of Viroqua	5	Vernon	4/14/1975	
City of West Allis	2	Milwaukee	8/29/1975	

**From:** Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>  
**Sent:** Tuesday, May 25, 2021 11:08 AM  
**To:** Kraig A. Byron <kbyron@vonbriesen.com>  
**Cc:** Melissa J. Johnson <mjohnson@vonbriesen.com>  
**Subject:** [EXTERNAL] RE: City of Sheboygan

Hi Kraig,  
I hope all is well with you too. We have not made any additions or deletions to the list of certified cities.

We also do not have any pending applications.

Thanks,  
Vicki

Vicki Harkins  
Outdoor Advertising Program Lead  
Bureau of Highway Maintenance  
Division of Transportation Systems Development  
Wisconsin Dept. of Transportation  
[Vicki.harkins@dot.wi.gov](mailto:Vicki.harkins@dot.wi.gov)  
Office: 608-266-3611  
Cell: 608-512-3588



**From:** Kraig A. Byron <kbyron@vonbriesen.com>  
**Sent:** Tuesday, May 25, 2021 10:42 AM  
**To:** Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>  
**Cc:** Melissa J. Johnson <mjohnson@vonbriesen.com>  
**Subject:** RE: City of Sheboygan

Vicki,

I hope you are well and starting to resume some sense of normalcy. On November 20, 2020, you provided me with the Department's Certified City List. Have there been any changes to the list since that time? Also, are there any pending applications to have a local ordinance certified?

Thank you very much.

Best regards,

**Kraig A. Byron** |  
Direct: 608-661-3981 | [kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)

**From:** Harkins, Vicki M - DOT <[Vicki.Harkins@dot.wi.gov](mailto:Vicki.Harkins@dot.wi.gov)>  
**Sent:** Monday, November 23, 2020 2:56 PM  
**To:** Kraig A. Byron <[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)>  
**Cc:** Thomas S. Hornig <[thornig@vonbriesen.com](mailto:thornig@vonbriesen.com)>; Melissa J. Johnson <[mjohnson@vonbriesen.com](mailto:mjohnson@vonbriesen.com)>; Culbert, Anthony - DOT <[Anthony.Culbert@dot.wi.gov](mailto:Anthony.Culbert@dot.wi.gov)>  
**Subject:** [EXTERNAL] RE: City of Sheboygan

Hi Kraig,

I hope all is well with you. Here is the certified city list.

Thank you,  
Vicki

Vicki Harkins  
Outdoor Advertising Program Lead  
Bureau of Highway Maintenance  
Division of Transportation Systems Development  
Wisconsin Dept. of Transportation  
[Vicki.harkins@dot.wi.gov](mailto:Vicki.harkins@dot.wi.gov)  
Office: 608-266-3611  
Cell: 608-512-3588



**From:** Kraig A. Byron <[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)>  
**Sent:** Monday, November 23, 2020 12:43 PM  
**To:** Harkins, Vicki M - DOT <[Vicki.Harkins@dot.wi.gov](mailto:Vicki.Harkins@dot.wi.gov)>  
**Cc:** Thomas S. Hornig <[thornig@vonbriesen.com](mailto:thornig@vonbriesen.com)>; Melissa J. Johnson <[mjohnson@vonbriesen.com](mailto:mjohnson@vonbriesen.com)>; Culbert, Anthony - DOT <[Anthony.Culbert@dot.wi.gov](mailto:Anthony.Culbert@dot.wi.gov)>  
**Subject:** RE: City of Sheboygan

Dear Vicki,

I hope you are well. Per the below email exchange with Tony, please provide me with a complete list of "certified cities" under Wis. Stat. Sec. 84.30(4). I specifically asked Tony about the City of Sheboygan, but I have questions regarding other local zoning authorities as well and do not want to continue to pester you with inquiries.

Thank you very much.

**Kraig A. Byron** |  
Direct: 608-661-3981 | [kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Link Media Wisconsin, LLC vs. City of Sheboygan

**Electronic Filing  
Notice**

Case No. 2021CV000211

Class Code: Declaratory Judgment

FILED  
06-04-2021  
Sheboygan County  
Clerk of Circuit Court  
2021CV000211  
Honorable L Edward  
Stengel  
Branch 1

CITY OF SHEBOYGAN  
828 CENTER AVENUE, SUITE 300  
SHEBOYGAN CITY HALL  
SHEBOYGAN WI 53081

Case number 2021CV000211 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 \$20.00 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: 616225**

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: June 7, 2021

R. O. No. 46 - 22 - 23. By BOARD OF WATER COMMISSIONERS. August 1, 2022.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2022.

The water pumpage decreased 0.07% from the same period in 2021. 1,114,560,000 gallons were pumped in the second quarter 2022, compared to 1,115,306,000 in 2021.

Year to date Operating Revenue at the end of the second quarter 2022 increased by \$367,041 compared to year to date 2021. The net income for the Utility, as of the end of June, 2022 is \$10,206,887, which includes the receipt of ARPA contribution for construction of the RWI project. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2022:


Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	0.0
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	19.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	670.5
Number of feet of 16 inch water main installed .....	0.0
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	0.0
Number of feet of water main abandoned or removed.....	688.0
Number of water main breaks repaired .....	4
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	16
Number of water main valves installed, repaired, removed, or replaced .....	13
Number of water service connections installed .....	9

Details are shown on the attached spreadsheets.

Other Utility Business:

Construction began on the Raw Water Improvements (RWI) project, the Utility's largest since 1959. Initial work involved mobilization to the site, clearing of the Vollrath Park ravine area adjacent to the Utility, and installation of steel sheeting to protect the shoreline north of the water treatment plant. The Utility also began updates on its lead service line (LSL) replacement program.

## BOARD OF WATER COMMISSIONERS

  
\_\_\_\_\_  
Gerald R. Van De Kreeke, President  
\_\_\_\_\_  
Thomas E. Howe, Secretary  
\_\_\_\_\_  
Richard Dale, Member

Attachments - Balance Sheet  
Income Statement  
Distribution System Quarterly Report  
High Lift Delivery Operations Quarterly Report





**Sheboygan Water Utility**  
**Quarterly Financial Statement June 30, 2022**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	74,715,789	
107 Construction Work in Progress	6,232,532	
111 Accumulated Provision for Depreciation of Utility Plant		27,132,295
125 Bond Redemption Fund	644,320	
129 Appropriated Funds Invested for Plant Expansion & Payables	7,519,859	
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset	769,762	
128 Other Special Funds - Health Ins	380,000	
130 Other Special Funds - Deferred Outflow Pension	1,402,233	
135 Working Funds	750	
136 Temporary Cash Investments	7,474,924	
142 Customer Accounts Receivable	1,326,581	
143 Grant Receivable & Other Accounts Receivable	67,895	
145 Receivables from Municipality	262,635	
154 Materials and Supplies	289,929	
163 Stores Expense		
165 Prepayments	12,290	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		46,827,026
221 Long Term Debt Bonds		11,002,399
223 Advances from Municipality		114,823
232 Accounts Payable		
235 Customer Deposits	876	
236 Taxes Accrued		1,197,491
237 Interest Payable on Bonds		44,360
242 Misc. Current & Accrued Liab		17,525
251 Bond Premium		167,159
253 Misc Deferred Credits		37,655
263 Other Special Funds Employee Pensions		357,040
265 Accrued Employee Benefits		602,458
425 Amortization of Pre 2003 Depreciation		
280 Net Pension Liability		
285 Deferred Inflow - Pension		1,752,555
Utility Net Income		10,206,887
	<u>101,100,374</u>	<u>101,100,374</u>





**Sheboygan Water Utility**  
**Sheboygan, Wisconsin**  
**Income Statement - June 30, 2022**

Account #		1-Jan-22 to 30-Jun-22	1-Jan-21 to 30-Jun-21	Increase or (Decrease)
	<u>Utility Operating Income</u>			
400	Sales Revenue	4,583,544	4,218,459	365,086
474	Other Water Revenue	30,040	28,085	1,955
	Total Operating Revenue	<u>4,613,585</u>	<u>4,246,544</u>	367,041
401	Operating Expenses	1,992,353	1,800,782	191,571
402	Maintenance Expenses	445,171	434,137	11,034
403	Depreciation Expenses	802,291	797,701	4,590
402	Taxes	608,889	609,513	(624)
	Total Operating Expenses	<u>3,848,704</u>	<u>3,642,132</u>	206,572
	Utility Operating Income	<b>764,881</b>	<b>604,412</b>	160,468
	<u>Other Income &amp; Expense</u>			
415	Non-operating Grant Revenue	59,645	31,985	27,660
416	Non-operating Grant Expense	(59,645)	-	(59,645)
419	Interest Earned on Investments	11,355	8,259	3,096
421	Contributions	9,553,128	-	9,553,128
425	Misc Amortization	12,567	12,567	0
427	Bond Interest Expense	(152,504)	(164,245)	11,741
428	Other Expense	(475)	(475)	0
429	Bond Premium	17,934	17,934	0
	<b>Net Income</b>	<u><b>10,206,887</b></u>	<u><b>510,438</b></u>	9,696,449

HIGH LIFT DELIVERY QUARTERLY REPORT 2022				
I. FIRST QUARTER Jan - Feb - Mar				
		GALLONS	COST \$	\$/MG
	2021	1,055,591,000	\$181,125.65	\$171.59
	2022	1,079,805,000	\$233,346.76	\$216.10
	Percent Difference	2.29%	28.83%	25.94%
II. SECOND QUARTER Apr - May - Jun				
		GALLONS	COST \$	\$/MG
	2021	1,115,306,000	\$168,613.25	\$151.18
	2022	1,114,560,000	\$220,553.73	\$197.88
	Percent Difference	-0.07%	30.80%	30.89%
III. THIRD QUARTER Jul - Aug - Sep				
		GALLONS	COST \$	\$/MG
	2021	1,275,383,000	\$191,262.23	\$149.96
	2022	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER Oct - Nov - Dec				
		GALLONS	COST \$	\$/MG
	2021	1,076,367,000	\$179,773.03	\$167.02
	2022	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2022				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2021	4,522,647,000	\$720,774.16	\$159.37
	2022	2,194,365,000	\$453,900.49	\$206.85
	Percent Difference	-51.48%	-37.03%	29.79%
YEAR TO DATE : 2022				
		GALLONS	COST \$	
SLUDGE DISPOSAL to WWTP	2021	4,225,349	\$45,410.11	
	2022	2,128,570	\$20,218.53	
	Percent Difference	-49.62%	-55.48%	
STORM WATER CHARGES				
	2022	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,218,000	June 20, 2022	
	Minimum Pumpage Day	7,587,000	January 1, 2022	

	MG	\$	\$/MG
2021	4,522,647,000	\$720,774.16	\$159.37
2022	2,194,365,000	\$453,900.49	\$206.85

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



### Distribution System -- 2nd Quarter - April, May, & June 2022

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

Location	Date Installed	Size ("), Jt	Installed By	Type
Indiana Ave @ ~720' East of S.Taylor Dr	4/1/2022	6" MJ	Buteyn-Peterson	G (vert)
Indiana Ave @ ~1371' East of S.Taylor Dr.	4/4/2022	6" MJ	Buteyn-Peterson	G (vert)
Indiana Ave @ ~1367' East of S.Taylor Dr.	4/4/2022	12" MJ	Buteyn-Peterson	G (vert)
Indiana Ave ~140' W of S.24th St.	4/5/2022	6" MJ	Buteyn-Peterson	G (vert)
Indiana Ave and S.Taylor Dr (NE)	4/5/2022	6" MJ	Buteyn-Peterson	G (vert)
Indiana Ave and S.Taylor Dr Tie in (SW)	4/14/2022	12" MJ	Buteyn-Peterson	G (vert)
S.8th St. and Pennsylvania Ave	4/20/2022	6" MJ	SWU	G (vert)
Michigan Ave. at N. 6th St (NE)	5/18/2022	4" MJ	SWU	G (vert)
St. Clair Ave. at N. 6th St (SW)	5/18/2022	4" MJ	SWU	G (vert)

Total Valves Installed = 9

#### Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
Michigan Ave. at N. 6th St. (E)		5/18/2022	
St. Clair Ave. at N. 6th St. (W)		5/18/2022	

Total Valves Removed = 2

#### Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
Indiana Ave. 1345' W. of S. 24th St.	3/25/1997	4/4/2022
Indiana Ave. ~700' W. of S. 24th St.	3/31/1997	4/5/2022

Total Valves Abandoned = 2

#### Street Valves and Hydrant Valves Maintained

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

Total Valves Maintained = 0

#### Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Indiana Ave @ ~150' West of S.24th St.	4/5/2022	8'6"	y	Buteyn-Peterson
Indiana Ave @ ~600' East of S.Taylor Dr.	4/5/2022	6'6"	n	Buteyn-Peterson
Indiana Ave and S.Taylor Dr (NE)	4/5/2022	7'	y	Buteyn-Peterson
Indiana Ave @ ~1102' East of S.Taylor Dr.	4/6/2022	7'6"	n	Buteyn-Peterson
Indiana Ave @ ~1546' East of S.Taylor Dr.	4/6/2022	6'6"	n	Buteyn-Peterson
North Ave and N. 27th St (NW)	6/15/2022	7'0"	n	SWU
North Ave and N. 26th St (NW)	6/15/2022	6'0"	n	SWU
North Ave and N. 28th St (SE)	6/22/2022	6'6"	n	SWU

Total Hydrants Installed = 8

**Hydrants Removed** (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Indiana Ave. 150' W. of S. 24th St. (N)	9/1/1947	4/5/2022	n
Indiana Ave. 1345' W. of c.l. S. 24th St. (S)	3/24/1997	4/6/2022	y
Indiana Ave. 720' W. of c.l. S. 24th St. (S)		4/6/2022	
N. 27th St. at North Ave. (NW)	12/1/1952	6/15/2022	n
N. 26th St. at North Ave. (NW)	7/1/1955	6/15/2022	n
North Ave. at N. 28th St. (SE)	7/1/1921	6/22/2022	n

Total Hydrants Removed = 6

**Hydrants Abandoned** (including water main projects and others)

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

Total Hydrants Abandoned = 0

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

Location	Installed	Maintained
S. 8th St. 95' S. of cl of Pennsylvania Ave. (W)	5/20/1992	4/20/2022
North Ave at N. 25th St (SW)	7/20/2016	6/15/2022

Total Hydrants Maintained/Moved = 2

**Water Main Breaks**

Location	Date	Size
S.24th St. at Indiana Ave	4/1/2022	6"
S.12th St. and Alabama Ave	4/5/2022	6"
523 N. 27th St.	5/13/2022	6"
524 N. 27th St.	5/13/2022	6"

Number of Water Main Breaks=4

**SUMMARY**

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	0.0	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	19.0	
Number of feet of 12 inch water main installed	670.5	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	688	
Number of water main breaks repaired	4	hydrants
Number of hydrants installed	8	
Number of hydrants removed or abandoned	6	
Number of hydrants maintained or moved	2	valves
Number of street valves installed	8	
Number of hydrant valves installed	1	
Number of street valves removed or abandoned	4	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	135	
Number of water connections installed	9	





**WATER MAIN AND APPURTENANCES INSTALLATION -- 2nd Quarter - April, May, & June 2022**

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

Location: 8" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Indiana Ave. just W. of S. Taylor Dr. (S of street) Tie in	4/15/2022	0	0	0	0	0	0	0	8	19	0 8" CIP	19	0	Buteyn-Peterson
Totals:		0	0	0	0	0	0	0		19	0	19	0	

Location: 12" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Indiana Ave. just W. of S. Taylor Dr. (S of street) Tie in	4/14/2022	1	0	0	0	0	0	12	36.5	0	8" CIP	35	0	Buteyn-Peterson
Indiana Ave (S 24th St to S Taylor Dr)	4/4/2022	2	0	0	0	0	0	12	254	0	8" CIP	254	0	Buteyn-Peterson
Indiana Ave (S 24th St to S Taylor Dr)	4/1/2022	1	0	0	0	0	0	12	380	0	8" CIP	380	0	Buteyn-Peterson
Totals:		4	0	0	0	0	0	36	670.5	0	0	669	0	

VII

R. C. No. 67 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.  
August 1, 2022.

Your Committee to whom was referred R. O. No. 43-22-23 by City Clerk  
submitting a license application; recommends granting the application.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted  
and adopted by the Common Council of the City of Sheboygan, Wisconsin, on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

Item 17.

R. O. No. 43 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting a license application.

\_\_\_\_\_  
City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

No.    Name

Address

3542 Cocina Mi Familia LLC  
(Cocina Mi Familia)

1423 Union Avenue

CHPS

VII

R. C. No. 65- 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.  
August 1, 2022.

Your Committee to whom was referred R. O. No. 39-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022; recommends filing the report.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



II

R. O. No. 39 - 22 - 23. By FIRE CHIEF. July 18, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022.

	2021 Second Quarter	2021 YTD	2022 Second Quarter	2022 YTD	2022 Goals
<b>Incident Types</b>					
Fires	34	48	26	44	< 90
Rescue & Emergency Medical Service	1,137	2,217	1,314	2,566	4,900
Non Fires	285	582	474	840	1,400
TOTAL	1,456	2,847	1,814	3,450	6,300
<b>Station Incident Count Per Station</b>					
Station 1	405	768	543	1,008	1,825
Station 2	295	595	285	581	1,225
Station 3	377	706	465	882	1,500
Station 4	253	505	331	615	1,150
Station 5	121	262	170	335	600
Out of City	5	11	20	29	
<b>Fire Loss</b>					
Number of Incidents	21	32	14	23	
Total Pre Incident Value	\$ 79,134,800	\$ 91,730,790	\$ 12,422,850	\$ 15,311,550	
Total Property Loss	\$ 226,800	\$ 290,350	\$ 218,500	\$ 324,500	
Total Content Loss	\$ 387,817	\$ 426,467	\$ 427,440	\$ 442,190	
Total Loss	\$ 614,617	\$ 716,817	\$ 645,940	\$ 766,690	
Average Loss	\$ 29,267	\$ 22,399.66	\$ 46,138.57	\$ 33,334	
<b>Workload</b>					
Inspections	522	617	690	763	2,300
School Safety Programs/Students	0/0	0/0	0/0	0/0	3,200
Public Events	13	24	14	17	60
Station Tours	3	4	4	8	25
Non-Compliance/ Installed Smoke Alarms	9/16	19/29	11/8	12/10	
Fire Training Hours	1,408.50	2,928.50	1,626.50	3,475	8,000
EMS Training Hours	502.50	1,205.50	195.50	594	2,100
Investigations	34	48	24	42	
<b>Efficiency</b>					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	76%	77%	72%	76%	90%
<b>Effectiveness</b>					
Resident Satisfaction Rating	97%	97%	N/A	N/A	
ISO Rating	2	2	2	2	1

\* Fire response 380 seconds or less per NFPA standards

\*\* Impacted due to COVID restrictions

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

LHPS

  
FIRE CHIEF

R. O. No. 45 - 22 - 23. By BOARD OF WATER COMMISSIONERS. August 1, 2022.


To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the Lead Service Lateral (LSL)

Replacement Program update for the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS

  
Gerald R. Van De Kreeke, President

  
Thomas E. Howe, Secretary

  
Richard Dale, Member

Attachments

## SHEBOYGAN WATER UTILITY

### LEAD SERVICE LINE (LSL) REPLACEMENT PROGRAM

Sheboygan Board of Water Commissioners

Approved 9/19/2019; updated 5/2020, 7/2022

City of Sheboygan Ordinance 26-1005, 26-1006

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## GENERAL PURPOSE

The consumption of lead in drinking water and from other environmental sources has been linked to health problems. There is no measurable lead in water leaving the water treatment plant, but lead can be dissolved into water from contact with private lead water service lines, and particulate lead can enter water by contact with lead solder and plumbing fixtures. As a result, the City of Sheboygan Water Utility finds it in the public interest to establish an ongoing program for replacing lead (and galvanized) service lines (LSL) connected to the municipal water distribution system. These LSL are owned and maintained by the owner of the property served, or intended to be served, by the LSL.

The use of lead and galvanized piping materials was widespread in the timeframe of 1890-1950. With a long working lifetime, many LSL remain active in the City of Sheboygan. These water service lines convey water from the municipal water main into private properties.

Starting in 1994, the Utility has implemented WDNR-approved water treatment to minimize lead dissolving into drinking water from LSL. This consists of an approved phosphate additive that forms an interior coating in LSL and reduces contact with lead material. From 1994 to the present, WDNR has implemented USEPA rules designed to test lead and copper levels in drinking water resulting from exposure to water service lines and in-home plumbing fixtures. Test results completed within the City of Sheboygan have met all WDNR and USEPA standards.

In the interest of further reducing lead levels, and as authorized by WI PSC, SWU intends to establish and maintain a financial assistance program to facilitate LSL replacements.

## DEFINITIONS

LSL: a water service line made of lead, a material commonly used prior to the 1950s. Also includes water service lines made of galvanized steel, which can contain lead in coatings and accumulate lead particles if the galvanized line was connected to an LSL. WDNR regulations refer to the customer-side service line, which is the portion of the LSL owned by the property owner; in Sheboygan, the customer-side service line extends from (not including) the corporation at the municipal water main to the inlet at the property's water meter.

Partial LSL: a water service line containing lead or galvanized steel for a portion of its length.

SWU: Sheboygan Water Utility, a public utility

WI PSC: Wisconsin Public Service Commission, a state agency regulating public utilities.

WDNR: Wisconsin Department of Natural Resources, a state agency regulating public utilities



## **LSL IDENTIFICATION**

SWU shall create and maintain a record of the location of all LSL in the City based on plumbing records and field observations. This identification is underway and ongoing. Updated inventory counts are found in the SWU PSC Annual Report.

## **COMMUNICATION PLAN**

Communication is an important part of the LSL replacement program. Upon field identification of an LSL, SWU will inform and provide educational materials to the property owner including steps to further reduce exposure, such as using point-of-use devices that can reduce lead levels, if present. SWU will also provide information on its financial assistance program.

SWU provides extensive material online at its website including the following:

- Maps showing areas in Sheboygan with likely LSL
- Information on ways for customers to reduce lead levels in drinking water
- Information on the LSL replacement program

The Utility also provides information showing annual LSL progress including:

- Inventory figures
- Educational brochures distributed
- Loan and grant money data
- Replacement counts
- Ongoing lead test results

## **REPLACEMENT OF LSL**

### **SCHOOLS OR LICENSED DAY CARE FACILITIES**

If an LSL is discovered at a school building or licensed daycare facility, SWU will notify the facility indicating the confirmation of LSL material and including an approved list of plumbing contractors, along with instructions on the replacement program, including an application for financial assistance. Two bids must be acquired by the property owner. The lowest bid would normally be approved unless extraneous circumstances exist. The LSL replacement must be scheduled by the owner within 4 weeks.

### **GOAL**

SWU is unaware of any remaining schools or licensed daycares with LSL. In the event of discovery, the LSL will be replaced within two weeks while coordinating an alternate source of water. Additional sampling for lead and copper within school facilities (anticipated in 2024 regulatory changes) might reveal internal plumbing fixtures that are contributing lead to the drinking water within school facilities in the absence of LSL.

### FUNDING REQUIREMENT

No planned funding is necessary due to the infrequency of occurrence. WDNR grants allow complete cost reimbursement on any LSL replacements

### **LEAD TEST RESULT**

In the event of mandatory testing or voluntary testing that demonstrates a lead test result exceeding USEPA standards, SWU will notify (within 24 hours) and coordinate with the property owner for LSL replacement as soon as possible. Prior to the replacement, SWU will coordinate an alternate source of water. Due to the emergency nature, SWU superintendent can allow a single LSL replacement quote to qualify for the financial assistance program.

### GOAL

Replacement of the LSL will take place within two weeks of notification of test result exceedance.

### FUNDING REQUIREMENT

No funding is necessary due to the infrequency of occurrence.

### **WATER MAIN REPLACEMENT WITH DPW STREET RECONSTRUCTION**

SWU will often replace water main in conjunction with street reconstruction projects. Many of these water main projects involve the replacement of LSL. In these cases, SWU will inform property owners about the water main and LSL replacement project. This notification will normally take place at least three months prior to the bidding of the project.

In some cases, SWU will bid the water main replacement and/or LSL replacements with DPW for efficiency. Depending on grant requirements, LSL replacement might be bid separately for compliance with Davis-Bacon. SWU will include line items for LSL replacement in the project bid package. Bid line items will serve to determine the actual cost for each LSL replacement. Separate bid items will generally include a new water meter setting and a new electrical ground system. If required, these will be added to the actual cost.

When SWU has bid results, property owners will be notified of the estimated total cost for their LSL replacement. The final actual cost will be determined based on inspection of LSL replacements and the need for a new water meter setting and/or electrical ground system. This final actual cost will serve as the basis amount for the financial assistance program.

GOAL

These projects have typically resulted in 50 LSL replacements per year.

ANNUAL FUNDING REQUIREMENT

\$400,000 per year

**LEAKY OR OTHERWISE FAULTY LSL**

Each year a small number of water service lines begin to leak, resulting in loss of pressure and/or visible release of water. Leaky LSL pose risks to both health and property. In this case, SWU will assist in determining if it is an LSL. If so, SWU will notify the property owner confirming the LSL material and including an approved list of plumbing contractors, along with instructions on the program, with an application for financial assistance. Two bids must be acquired by the property owner, and the lowest bid will be approved unless extraneous circumstances exist. The owner must schedule the LSL replacement within 4 weeks.

GOAL

This category accounts for approximately 25 LSL replacements per year and is not subject to control.

ANNUAL FUNDING REQUIREMENT

\$200,000

**DPW STREET RESURFACING (water main replaced, rehabbed, or left alone)**

Sheboygan DPW maintains an ongoing list of street resurfacing projects whereby the goal is to extend the lifetime of the street surface before a complete reconstruction. This usually involves grinding and replacement of asphalt. Some of these projects involve streets with LSL and offer an opportunity for efficient LSL replacement ahead of the resurfacing work.

For DPW street resurfacing projects in areas with LSL, SWU will replace LSL during the year preceding the resurfacing project or during the same year. In some cases, SWU might either replace or rehabilitate the water main if necessary.

GOAL

The goal is improved coordination so that LSL replacements and any water main work take place during the year preceding the resurfacing work. For 2023 and beyond, the goal is 100 LSL replacements preceding street resurfacing projects, which would equal about 7 residential blocks. Additional blocks might be added depending on funding and other issues.

ANNUAL FUNDING REQUIREMENT

\$1,120,000

**WATER MAIN REPLACEMENT WITHOUT STREET RESURFACING OR RECONSTRUCTION**

Sometimes SWU identifies a water main replacement project separate from other street construction work. Most water main needs replacement or rehabilitation within a 100-year life cycle. These water mains are in older sections of the City with LSL and represent an opportunity to replace both water main and LSL.

These projects come at high cost because SWU would pay for all surface restoration and all construction costs. Synergy might appear if City DPW or other entities decide to replace infrastructure in conjunction with SWU; if so, these projects might then fall under a different category. One option for reducing costs is to utilize SWU staff for the water main replacement and possibly LSL replacement to the curb stop; beyond the curb stop, state law requires the work to be done by licensed plumbers.

GOAL

Identify a minimum of three blocks per year for water main and LSL replacement. Project selection should be based on water main age and condition. On average, three residential blocks would result in 60 LSL replacements.

ANNUAL FUNDING REQUIREMENTS

\$480,000

**LSL-ONLY (WITHOUT STREET RESURFACING)**

SWU might identify a project where LSL need replacement but the water main does not. LSL replacement would be bid out as on water main replacement projects.

GOAL

The goal is to identify LSL-only replacement projects in years when other categories fall short of goals or in the event of major new grant funding.

ANNUAL FUNDING REQUIREMENT

Year by year



## **VOLUNTARY**

Voluntary LSL replacement involves property owners who seek to replace their LSL in the absence of any other fault or project resulting in the replacement of the LSL. While property owners have always been able to replace LSL at their own expense, few ever do because of the cost and lack of urgency.

Due to funding limitations, there is a cap per year based on first come, first served. Property owners must solicit two bids for the work.

### GOAL

SWU would fund up to 5 LSL replacements per year on a voluntary basis.

### ANNUAL FUNDING REQUIREMENT

\$40,000

## **LSL DISRUPTED BY EXCAVATION/CONSTRUCTION**

Excavation or construction work can result in impact to LSL. This work can come up with little notice due to failure or sudden opportunity to complete the work. In these cases, LSL replacement must take place under short notice due to disruption of the LSL. SWU would work to place the affected properties on temporary water to avoid delaying the work.

Depending on the circumstances, SWU might have time to bid out LSL replacement for such projects. In other cases, time would not allow a more formal bidding process, and customers would be encouraged to seek two bids as normal. In case of urgency, SWU superintendent can allow single bids to qualify for the financial assistance program due to extenuating circumstances.

### GOAL

This category is not subject to control and has resulted in approximately 5 LSL replacements per year.

### ANNUAL FUNDING REQUIREMENT

\$40,000

**LSL ANNUAL REPLACEMENT SUMMARY**

<b>Annual LSL Project Type</b>	<b>WDNR LSL grants* or other</b>	<b>SWU loan program</b>	<b>Number of LSL replaced</b>
Schools/licensed daycare facilities	\$0	\$0	0
Lead test result	\$0	\$0	0
Water main with DPW street reconstruction	\$200,000	\$200,000	50
Leaky or otherwise faulty	\$100,000	\$100,000	25
DPW Street resurfacing (with or without water main replacement)	\$560,000	\$560,000	140
Water main replacement without street resurfacing or reconstruction	\$240,000	\$240,000	60
LSL only	year by year	year by year	year by year
LSL disrupted by excavation/construction	\$20,000	\$20,000	5
Voluntary	\$20,000	\$20,000	5
<b>TOTALS:</b>	<b>\$1,140,000</b>	<b>\$1,140,000</b>	<b>285</b>
Offset from LSL loan payments (2023)		\$50,000	
*WDNR grant program status remains uncertain			

**FINANCIAL ASSISTANCE PROGRAM** (authorized by WI PSC)

SWU will provide an eligible Property owner with financial assistance for LSL replacement if the Property owner meets criterion below. SWU may provide a grant to pay up to fifty percent (50%) of the total LSL replacement cost when WDNR principal forgiveness funds or other grants are available and based on the lowest base bid amount from a minimum of two approved plumbing contractors. The remainder of the Property owner's LSL replacement costs, after receipt of any grant monies, may be provided by SWU in the form of a zero interest (0%) loan in equal installments for either 36 or 72 months placed on a monthly bill. If SWU receives WDNR grant monies for LSL replacements, all WDNR requirements will be fulfilled. Disputes regarding eligibility for financial assistance may be appealed to the Sheboygan Board of Water Commissioners.

Criterion for LSL financial assistance:

- Property owner alone, or collectively with others, must own the entire fee simple title to the property served by the LSL.
- Property owner must authorize a temporary right of entry and construction easement authorizing SWU access to the dwelling as needed.
- Property owner must have the replacement work done by an approved plumbing contractor in compliance with local ordinance.
- Property owner must obtain a minimum of two (2) written bids from approved plumbing contractors and will be eligible for financial assistance based only on the lowest bid amount. Any change orders requested by the plumbing contractor must be approved in advance by both the Property owner and Utility superintendent.
- Property owner and SWU staff must jointly complete the Application for Lead Service Line Replacement Grant and Loan Program attesting that all eligibility requirements have been met and describing the amount of financial assistance. Work must commence within 90 days of signing the contract.
- Upon completion of the LSL replacement, the Property owner shall provide SWU with a copy of the invoice from the plumbing contractor. Within 60 days after work is complete, plumbing contractor must submit a Request for Reimbursement with the invoice attached. Submittals after 60 days will be denied. Once proof of completion is satisfactory to the Property owner and SWU, SWU shall directly pay the plumbing contractor the amount approved for the replacement and provide documentation of payment to the Property owner.
- If the Plumbing contractor's final invoice is higher or lower than the initial written quote and any changes have been approved, the Property owner and SWU staff will jointly complete a revised LSL Replacement Grant and Loan Agreement.
- Property owner understands that following satisfactory completion of the LSL replacement, SWU will set up any loan amount in either 36 or 72 equal monthly installments, as determined by the property owner, at a 0% interest rate and billed monthly to the property owner. Loan balances may be prepaid without penalty; any past due loan payments may be placed on the property tax roll. Neither SWU nor the City of Sheboygan are allowed to forgive unpaid loan balances. Upon sale of property, loan amount must be paid in full prior to or at sale date.

**PLUMBING CONTRACTOR APPROVAL**

Prior to completing any LSL replacement work, a licensed Wisconsin plumbing contractor must submit a pre-qualification form and be placed on a list of approved plumbing contractors. At any time, SWU can evaluate and remove a contractor from the list for unsatisfactory work.

### **LEAD AND COPPER RULE ANTICIPATED CHANGES (2024 est)**

USEPA has announced anticipated changes that will make sampling methods and maximum contamination limits more conservative. These changes might generate more stringent LSL replacement requirement depending on local test results. In anticipation of these changes, SWU has completed investigatory sequential sampling at multiple sites in 2021 and 2022. Anticipated sampling and other changes include the following:

- For samples, water must sit unused in the LSL for six hours and then the fifth liter is sampled after the water begins to flow.
- If the 90<sup>th</sup> percentile of all results exceeds 15 ppb, this will be an exceedance requiring a corrosion control study and treatment, and an LSL annual replacement minimum of 3% of existing LSL, including galvanized and unknown material lines.
- A new category will be created for the 90<sup>th</sup> percentile falling between 10-15 ppb and will require review and optimization of corrosion control treatment. This will also require working with WDNR to establish an annual LSL replacement target.
- SWU will have more responsibility for testing for lead in water within school and day care facilities including testing in 20% of elementary schools and daycare facilities each year.
- There will be new communications requirements.

### **LSL IDENTIFICATION/INVENTORY PROCESS**

The Utility has taken action to identify and database service line material since 2016 using various resources. As of 2021 year-end, there are 4,209 water services lines in the City of Sheboygan of an unknown material. The unknown category includes some accounts billed for fire protection and accounts that have been terminated. The process of updating is ongoing.

#### Material from water main to curb stop

Water service lines from the water main to the curb stop are buried and inaccessible for inspection. However, the Utility has tap slips for most properties in the City. These were typically filled out by plumbers, indicating the year of tapping the water main and usually the service line material. Tap slips (17,060) have been databased and reviewed along with any notes attached over the years.

#### Material from curb stop to meter setting



The water service line entering the home from the curb stop to the meter is often accessible for inspection. Utility service technicians attempt to identify and document service material on any home that they enter (normally about 1,200 per year) for meter work. The database gets updated with this new information. Sometimes the material cannot be identified and might remain listed as unknown due to the following:

- 1) The in-valve is plumbed tight to the basement floor and no service line material is exposed.
- 2) The service line had insulation and the tech elected not to disturb it (or the homeowner asked them to not disturb it).
- 3) The database lists the service line as lead from water main to curb stop and unknown from curb stop to the meter (or else lead) but the tech found copper at the meter setting. The identification would be left as unknown if there is no documentation indicating that copper replaced the service line beyond the meter setting.

#### Additional identification efforts

Service line material will be updated as part of LSL replacement projects (~250 per year), and this will generally consist of inspecting the curb stop box of water service lines within projects that are identified as unknown material.

The same method will be used as time permits each year based on geographic areas with service line materials noted as unknown. Approximately 250 per year will be reviewed in this manner.

A direct mailing outreach will be implemented by sending a request to residences with water service lines listed as unknown and requesting assistance from the property owner to identify the material entering the residence in the basement. Approximately 250 per year will be reviewed in this manner.

R. O. No. 50 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting an update to Notice of Claim submitted by Mary E. Sommersberger on October 16, 2019 for alleged injuries from a fall on Sunnyside Avenue.

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CITY CLERK

INJURY LAWYERS

ATTORNEYS

D. TYLER FELLOWS  
JORDAN P. BLAD  
JACQUELINE LORENZ SEHLOFF  
STEVEN R. ALPERT (1948-2017)

PARALEGALS

JENNIFER L. BRUSKY  
PATRICIA G. KAKUK  
ELIZABETH J. TUREK

DIRECT CORRESPONDENCE TO:

900 SOUTH 10<sup>TH</sup> STREET  
SUITE 1  
P.O. BOX 994  
MANITOWOC, WI 54221-0994

PHONE: 920-682-6361  
FAX: 920-682-6373

**HAND DELIVERED**

July 21, 2022

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: Mary E. Sommersberger  
Date of Incident: August 2, 2019

Dear Clerk:

Enclosed for filing please find a Notice of Claim for Mary E. Sommersberger. Please contact me if you have any questions.

Thank you for your cooperation

Yours very truly,

ALPERT & FELLOWS



Jordan P. Blad

JPB/pgk

Enc.

Claim No. \_\_\_\_\_

**CITY OF SHEBOYGAN**  
**NOTICE OF CLAIM**

Name:	Mary E. Sommersberger	Incident/Accident Information
Address:	1630 Sunnyside Avenue	Date: August 2, 2019
	Sheboygan, WI 53081	Time: 8:30 a.m.
Phone:	(920) 254-8133	Place: City of Sheboygan

Mary E. Sommersberger hereby makes a claim against the City of Sheboygan arising out of the circumstances above and as further described in her Notice of Circumstances of Claim filed on October 16, 2019 (see attached) in the amount of \$50,000.00.

Ms. Sommersberger was injured on August 2, 2019 when she was walking on the south side of Sunnyside Avenue, West of South 12<sup>th</sup> Street in the 1200 block, and tripped on a pothole that was not visible because of shade from a tree and because it was filled with yard clippings. A neighbor in the area told Ms. Sommersberger that other people had fallen in the same area and the dangerous condition had been reported to the City prior to the incident, but the area where Ms. Sommersberger fell was not marked and there were no visible warnings posted. Shortly after the incident the area was repaired. Further, there are no public sidewalks on this street so there was no alternative for Ms. Sommersberger to walk in this area. She sustained a dislocated shoulder and shattered bones within her shoulder and severe damage to her rotator cuff with permanent nerve damage. Ms. Sommersberger continues to treat and to date her medical bills total at least \$169,640.04.

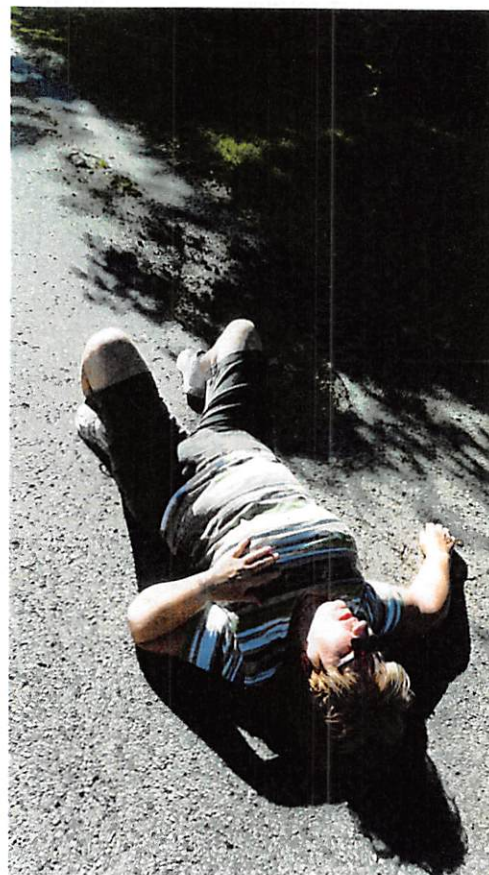
Attached hereto please find copies of the original Notice of Circumstances of Claim, photos of the area where Ms. Sommersberger fell, and an itemization of her medical bills and copies of excerpts of the most relevant medical records.

Signed: Mary E. Sommersberger Date: 7/21/2022  
 Mary E. Sommersberger

Drafted by:  
 Alpert & Fellows LLC  
 P.O. Box 0994  
 Manitowoc, WI 54221-0994  
 (920) 682-6361



8/2/19





OCT 18 '19 10:23

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Mary E. Sommersberger
2. Home address of Claimant: 1630 Sunnyside Ave. Sheboygan, WI 53081
3. Home phone number: 920-254-8133
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) August 2, 2019 (approx. 8:30 a.m.)
6. Where did damage or injury occur? (give full description) South side of Sunnyside Avenue - West of South 12th Street 1200 Block
7. How did damage or injury occur? (give full description) While walking on Sunnyside Ave. I tripped on a pothole. The pothole was not very visible because of the shade of a tree. (Sunnyside Ave. does not have sidewalks and you must walk in the road.)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: Sunnyside Ave. had many areas needing repair. Several weeks after my fall, I reported and many areas were filled in.
  - (b) Claimant's statement of basis for such liability: Other people had fallen in the same spot. A neighbor stated that she reported earlier the need to fill the pothole. It was never taken care of. After my fall she called again. My accident was on a Friday, and the following Monday it was filled.



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

## CLAIM

Claimant's Name: Mary E. Sommersberger Auto \$ —  
 Claimant's Address: 1630 Sunnyside Ave. Property \$ —  
Sheboygan WI 53081 Personal Injury \$ Pending  
 Claimant's Phone No. 920-254-8133 Other (Specify below) \$ Pending-unknown  
 TOTAL \$ Pending

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
 (WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ Pending.

See attached letter

SIGNED Mary E. SommersbergerDATE: 10/15/19

ADDRESS: 1630 Sunnyside Ave.  
Sheboygan WI 53081

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



1630 Sunnyside Avenue  
Sheboygan, WI 53081  
October 15, 2019

City of Sheboygan, WI  
828 Center Avenue  
Sheboygan, WI 53081

Dear City of Sheboygan,

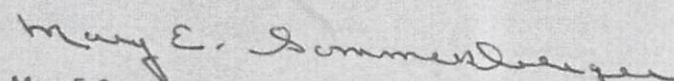
This letter serves as a Notice of Claim against the City of Sheboygan, WI. The morning of August 2, 2019 at approximately 8:30 a.m. while walking down Sunnyside Avenue just West of South 12<sup>th</sup> Street I tripped on a pothole which was within a few feet of the grass area of homeowners. Sunnyside Avenue does not have sidewalks, which leaves no option other than walking in the street.

My toe of my shoe caught the edge of the pothole which was shaded by a tree. I was lying in the street, unable to get up calling for someone to help me. Neighbors and a motorist came to my aid and called the ambulance for me. One of the neighbors indicated that others had tripped in the same spot, and she had reported the pothole to the City of Sheboygan to be filled. Unfortunately, it was never attended to. Interestingly, the pothole was filled on Monday, which was the following working day.

I sustained severe injuries as a result of this fall. I dislocated my right shoulder and shattered bones within my shoulder as well as severe damage to my rotator cuff and probably permanent nerve damage. On August 7, 2019 I had a complete reverse shoulder surgery to repair my shoulder. As of this date, I continue to have pain and go twice a week to physical therapy as well as daily home exercises. My arm has no movement to the side because of the nerve damage. If this does not show improvement, I will need to go for a consult at a specialized clinic in Milwaukee. My daily living has been altered dramatically with basically the use of only one arm. I am a right-handed person, and simple chores such as eating, bathing, dressing, etc. are a challenge, and of course I am unable to drive as well as doing much of anything.

I try to remain positive of my future. At this time there are many unknowns. Hopefully I will be able to return to normal, but only time will tell. For these reasons I am filing this Claim of Notice to the City of Sheboygan within my 120 days. I want to remain within my legal rights for this injury.

Sincerely,

  
Mary E. Sommersberger



7/20/2022 11:12 AM

Page 1 of 1

### Value Code Report

Value Code	Dates of Service	Provider Of Service	Total Amount
PMD	7/2/2021 - 7/27/2021	ATI Physical Therapy	4,490.75
PMD		Aurora Health Center	0.00
PMD		Aurora Sheboygan Clinic	0.00
PMD	8/2/2019 - 8/17/2019	Aurora Sheboygan Memorial Medical Center	158,255.29
PMD	10/7/2020 - 6/30/2021	Blount Orthopedics	5,713.00
PMD	8/2/2019 - 8/2/2019	Sheboygan Fire Department	1,181.00
<b><u>SUBTOTAL FOR PMD</u></b>			<b><u>\$ 169,640.04</u></b>
<b>Totals for all value codes</b>			<b>\$ 169,640.04</b>

#### Report Criteria:

Value codes = PMD  
Value notes are not included  
Sorted by: party, value code, provider name, start date

Patient Name: **Sommersberger, Mary E**

Agency Name: Sheboygan (City of) Fire

Destination Name: AURORA SHEBOYGAN

Item 21.

Unit Notified: 08/02/2019  
08:38:55Department  
Unit Call Sign: 819 Med 1Incident 773471  
Number:MEMORIAL MEDICAL CTR  
Arrived at 08/02/2019  
Destination: 09:24:50

## Prehospital Care Report

Sheboygan (City of) Fire  
Station 3  
1326 N. 25th Street  
Sheboygan, WI 53081  
Work: (920) 459-3327  
Fax: (920) 459-0209

## Patient Information

Name: Sommersberger, Mary E  
Address: 1630 Sunnyside avenue  
City of Sheboygan, WI 53081

Age: 65 Years  
Gender: Female  
Weight: 74.8 kg

D.O.B.: 5/25/1954  
Race: White

## Patient's Phone Number

(920) 245-8133

## Type

Mobile

Medical/Surgical Arthritis  
History:

Medical History Patient  
Obtained From:

## Provider Impression

Primary Impression: Injury - Shoulder or Upper Arm

Secondary Injury - Shoulder or Upper Arm  
Impression:

## Narrative

Narrative: Response: Sheboygan Fire Dept Med 1 dispatched and responded immediately code 3 for a 65 year old female who fell and injured her arm.

Chief Complaint: Pt complains of right shoulder and arm pain.

History: Pt denies past medical history.

Assessment: Upon arrival Pt was found lying supine in the street. Pt was A&OX4 with a GCS of 15. ABC's and CMS were fully intact. Skin was warm and dry. Pt's right arm was extended out to the side and deformed at the shoulder. Pt has positive CMS distal to the location of the pain and deformity. Pt denies head, neck, or back pain. Pt states she was tripped by a pothole. Pt denies LOC. Pt states she tripped on the pothole and put her arms out to brace herself. Pt has a small abrasion from her glasses. Eyes were PERRL. Pt denies other injury.

Treatment: Pt's vitals were obtained. A 20g IV with a saline lock was established in Pt's left hand. Pt was administered 100mcg of Fentanyl IVP. Pt's right arm was moved to the Pt's side and secured with a pillow and cravats. Pt had positive CMS distal to the location of the injury after splinting. Pt was rolled onto the left side and a spinal assessment was performed. No pain or deformities noted upon spinal assessment. A mega mover was placed under the Pt and Pt was lifted onto the cot. Pt was secured X3 and moved into Med 1. In Med 1 Pt was administered 2.5mg of versed IVP. A 4 and 12 lead was obtained showing a sinus rhythm with trigeminy. Pt denied chest pain. Pt denied SOB. Pt denied abdominal pain. A secondary assessment revealed no other injuries. Pt had clear breath sounds in all fields. Pt was administered 50mcg of Fentanyl IVP. While in route to Aurora Sheboygan Memorial Medical Center Pt was administered 50mcg of Fentanyl IVP. Upon arrival to Aurora Sheboygan Memorial Medical Center Pt was administered 50mcg of Fentanyl IVP. Pt was administered 2.5mg of versed IVP. Pt was administered a total of 250mcg of Fentanyl and 5mg of Versed while in care of SFD.

Transport: Pt was transported to Aurora Sheboygan Memorial Medical Center and Pt care was transferred to RN in ED without incident.

Bryan Stefancin  
7030659

SHEBOYGAN FIRE DEPARTMENT RECORD  
PROTECTED HEALTH INFORMATION  
DO NOT DISCLOSE

Patient Name: Sommersberger, Mary E

Unit Notified: 08/02/2019  
08:38:55

Incident #: 773471

Call #: X19-02757

Date Printed: 08/24/2020  
16:30



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Imaging Results

Sommersberger, Mary E  
MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/2/2019, D/C: 8/3/2019

## Questionnaire (continued)

## Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE	000-000-0000 (Home)	msommers1954@gmail.com
SHEBOYGAN WI 53081-7700	920-254-8133 (Mobile) *Preferred*	

## Results

XR Humerus 2 View Right (Accession  
12802635) (Order 769112351)  
XR SHOULDER 2 VW RIGHT (Accession  
12802634) (Order 769112353)

## Imaging Information

## Exam Information

Performed Procedure	Study Status	Begin Time	End Time
XR Humerus 2 View Right	Final	Fri Aug 2, 2019 10:20 AM	Fri Aug 2, 2019 10:40 AM

## Staff Information

Technologist	Transcriptionist	Assigned Physician(s)	Assigned Pool(s)
Erin M Buhler	N/A	N/A	N/A

## Verification Information

Signed By	Signed On
Robert J Swoboda, MD	Aug 2, 2019

## Study Result

XR HUMERUS 2 VW RIGHT, XR SHOULDER 2 VW RIGHT

HISTORY: fall, pain

COMPARISON: None

FINDINGS: 2 views of the right shoulder show the comminuted humeral head-neck fracture with dislocation of the main head fragment anteriorly. Other bony structures at the right shoulder appear intact. AC joint is intact.

2 views of the right humerus again show the comminuted head-neck fracture. The humeral head is dislocated anteriorly. The greater tuberosity part of the humeral head appears to be a separate fracture fragment. The remainder of the humerus is intact.

IMPRESSION: Comminuted fracture of the right humeral head and neck with dislocation of the head anteriorly

## Result History

XR Humerus 2 View Right (Order #769112351) on 8/2/2019 - Order Result History Report





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MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/2/2019, D/C: 8/3/2019

## Questionnaire (continued)

better prepare for your exam? ie Any physical  
limitations, Hard of hearing, Need an interpreter or  
use of a wheelchair?

5. Have you had any previous X-rays, CT, MRI, NM,  
US or PET of the same area as this test?

6. Information reviewed by:

7. Date information was reviewed:

## End Exam

AHC RIS XR END

Question	Answer	Comment
1. Destination Chart Station:		
2. Only answer if not dictating in PowerScribe. What system will be used for dictation?	Powerscribe	

## Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

## Results

CT SHOULDER RIGHT (Accession  
12803879) (Order 769112363)

## Imaging Information

## Exam Information

Performed Procedure	Study Status	Begin Time	End Time
CT SHOULDER WO CONTRAST RIGHT	Final	Fri Aug 2, 2019 12:35 PM	Fri Aug 2, 2019 12:50 PM

## Staff Information

Technologist	Transcriptionist	Assigned Physician(s)	Assigned Pool(s)
Brianna Martinez	N/A	N/A	N/A

## Verification Information

Signed By	Signed On	Marked as Prelim By	Marked as Prelim On
Kathleen E O'Mara, DO	Aug 2, 2019	Kathleen E O'Mara, DO	Aug 2, 2019

## Study Result

EXAM: CT SHOULDER WO CONTRAST RIGHT

HISTORY: Fracture, shoulder.

COMPARISON: X-ray, 8/2/2019.

TECHNIQUE: CT of the right shoulder was performed without contrast. Multiple axial images were obtained from the supraclavicular soft tissues through the proximal humeral diaphysis. Coronal and sagittal reformatted images were also reviewed.





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Imaging Results

Sommersberger, Mary E  
MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/2/2019, D/C: 8/3/2019

### Study Result (continued)

#### FINDINGS:

There is a markedly comminuted fracture of the humeral head and neck, with associated dislocation. The largest fracture fragment of the humeral head, including the majority of the articular surface, is dislocated anteriorly, about 4 cm anterior to the glenoid. The articular surface is rotated anteriorly. The proximal humeral diaphyseal fracture fragment is also displaced anteriorly. There is some impaction of the diaphyseal fracture fragment with the humeral head fragment. The humeral head fragment is located at least 1.8 cm anterior to the diaphyseal fragment.

The posterior fracture of the humeral head, including the greater tuberosity, is located in close proximity to the glenoid.

There is a comminuted, nondisplaced Bankart fracture involving the entire anterior glenoid.

There is a large joint effusion, with layering fat indicating lipohemarthrosis. Nonspecific fat stranding ascends into the axilla.

There are moderate degenerative changes of the cervical spine.

No additional fracture is identified. Visualized portions of the lungs demonstrate no focal abnormality.

#### IMPRESSION:

1. Comminuted fracture-dislocation of the humeral head/neck.
2. Nondisplaced, comminuted fracture involving the anterior glenoid (osseous Bankhart lesion).
3. Large joint effusion with lipohemarthrosis.
4. Nonspecific edema extends into the axilla.

### Result History

CT SHOULDER RIGHT (Order #769112363) on 8/2/2019 - Order Result History Report

### Questionnaire

#### Order Entry

Question	Answer	Comment
1. Answer ONLY IF you want to modify the RAD recommendation for contrast		
2. Procedure special transport mode		
3. Additional clinical information:		
4. Do you have any allergies to medication, iodine, x-ray dye, or contrast?		
5. If you had a previous x-ray exam with an injection, was there any reaction to the contrast?		
6. Is Patient age 60 or older?		
7. Do you have any Kidney disease, previous kidney surgery, kidney transplant, kidney tumor, or dialysis?		
8. Is there a family history of Kidney failure?		



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## Patient Demographics

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1630 SUNNYSIDE AVE	000-000-0000 (Home)	msommers1954@gmail.com
SHEBOYGAN WI 53081-7700	920-254-8133 (Mobile) *Preferred*	

## Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM

Author: Mansoor H Mirza, MD	Service: Hospitalist	Author Type: Physician
Filed: 8/3/2019 12:12 PM	Date of Service: 8/3/2019 10:11 AM	Creation Time: 8/3/2019 10:11 AM
Status: Signed	Editor: Mansoor H Mirza, MD (Physician)	

**Discharge Summary**  
**Aurora Sheboygan Memorial Medical Center**

**Patient Name** Mary E Sommersberger  
**MRN:** 2331503  
**Date of Birth:** 5/25/1954

**Admit date:** 8/2/2019  
**Discharge date:** 8/3/2019

**Disposition:** Home

**Admitting Physician:** Mansoor H Mirza, MD, FACP.  
**Primary care provider:** Harpreet Kaur, MD  
**Discharge Physician:** Mansoor H Mirza, MD, FACP.

**Primary Discharge Diagnoses:**

1. Right shoulder comminuted fracture with dislocation, it was reduced by Dr. Green in the ER. Patient had intractable pain despite receiving significant amount of pain medications including fentanyl, morphine, and Versed. She was admitted for pain control. She required supraclavicular nerve block by the anesthesia. Dr. Farber's help was highly appreciated. Patient did have a good night sleep after the nerve block. She is still in pain but responding to oral pain meds. She'll be discharged home on oxycodone. She may take extra ibuprofen or Tylenol with it. Discharge instructions given to the patient. She verbalized and understood. Her husband present in the room. I cannot get them appointment over the weekend. They'll be calling Dr. Willsey who will be planning for surgical intervention for right shoulder fracture. Continue wearing sling.
2. History of hypertension, GERD, history of osteoporosis, prediabetic, migraine, cervical radiculitis, and history of neuropathy. Home meds to be continued as prior to the admission. Patient verbalized and understood.

**Principal Problem:**

Intractable pain

**Active Problems:**

GERD (gastroesophageal reflux disease)  
HTN (hypertension)  
Osteoporosis, post-menopausal  
Allergic rhinitis



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**Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)**

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Dyslipidemia

Closed fracture dislocation of right shoulder

Inadequate pain control

Resolved Problems:

\* No resolved hospital problems. \*

**Past Medical History:**

Osteoporosis, unspecified 05/07/2012

Allergic rhinitis

Migraine

Vaginismus

TMJ syndrome

Chronic sinusitis

GERD

Cervical radiculitis

Right lumbar radiculitis

Neuropathy 12/2/2014

Comment: RLE, sp radiofrequency treatment to right heel

Hiatal hernia 12/9/2015

Fracture

Comment: right rib fracture

Diverticulosis of colon 1/21/2016

Pre-diabetes 12/9/2015

Comment: FPG 101 in 12/2015

Glaucoma

Comment: left

Pathological fracture of vertebra due to age-r\* 7/3/2013

**Consultations:** IP CONSULT TO ORTHO

IP CONSULT TO ANESTHESIOLOGY

**Transfusions:** None.

**Procedures:** Supraclavicular nerve block given by Dr. Farber, dislocation was reduced by Dr. Green in the ER.

**Hospital Course:**

This is a 65-year-old female who was admitted to the hospital because of right shoulder fracture after a fall. She also has a dislocation which was reduced in the ER under the anesthesia. Patient's pain was not getting well controlled despite receiving multiple doses of IV fentanyl, morphine, Versed, and oral pain meds. I discussed with Dr. Farber, he was nice enough to come and help us to give her supraclavicular nerve block. Patient pain improved. She was able to sleep last night. As of this morning, she is tolerating oral pain meds and may be discharged home on pain meds. She is advised to follow-up with Dr. Willsey.

**Code status:** Full Resuscitation

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Adm: 8/2/2019, D/C: 8/3/2019

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

## Discharge Labs:

## Recent Labs

Lab	08/02/19 1215
SODIUM	139
POTASSIUM	3.8
CHLORIDE	107
CO2	25
BUN	17
CREATININE	0.58
GLUCOSE	133*
WBC	12.5*
HGB	12.4
HCT	36.9
PLT	224

## Microbiology Results

None

## Significant Diagnostic Studies and Procedures:

Xr Humerus 2 View Right, Xr Shoulder 2 Vw Right

Result Date: 8/2/2019

Narrative: XR HUMERUS 2 VW RIGHT, XR SHOULDER 2 VW RIGHT HISTORY: fall, pain  
COMPARISON: None FINDINGS: 2 views of the right shoulder show the comminuted humeral head-neck fracture with dislocation of the main head fragment anteriorly. Other bony structures at the right shoulder appear intact. AC joint is intact. 2 views of the right humerus again show the comminuted head-neck fracture. The humeral head is dislocated anteriorly. The greater tuberosity part of the humeral head appears to be a separate fracture fragment. The remainder of the humerus is intact.

Impression: IMPRESSION: Comminuted fracture of the right humeral head and neck with dislocation of the head anteriorly

Ct Shoulder Right

Result Date: 8/2/2019

Narrative: EXAM: CT SHOULDER WO CONTRAST RIGHT HISTORY: Fracture, shoulder.  
COMPARISON: X-ray, 8/2/2019. TECHNIQUE: CT of the right shoulder was performed without contrast. Multiple axial images were obtained from the supraclavicular soft tissues through the

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**Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)**

proximal humeral diaphysis. Coronal and sagittal reformatted images were also reviewed. **FINDINGS:** There is a markedly comminuted fracture of the humeral head and neck, with associated dislocation. The largest fracture fragment of the humeral head, including the majority of the articular surface, is dislocated anteriorly, about 4 cm anterior to the glenoid. The articular surface is rotated anteriorly. The proximal humeral diaphyseal fracture fragment is also displaced anteriorly. There is some impaction of the diaphyseal fracture fragment with the humeral head fragment. The humeral head fragment is located at least 1.8 cm anterior to the diaphyseal fragment. The posterior fracture of the humeral head, including the greater tuberosity, is located in close proximity to the glenoid. There is a comminuted, nondisplaced Bankart fracture involving the entire anterior glenoid. There is a large joint effusion, with layering fat indicating lipohemarthrosis. Nonspecific fat stranding ascends into the axilla. There are moderate degenerative changes of the cervical spine. No additional fracture is identified. Visualized portions of the lungs demonstrate no focal abnormality.

**Impression: IMPRESSION:** 1. Comminuted fracture-dislocation of the humeral head/neck. 2. Nondisplaced, comminuted fracture involving the anterior glenoid (osseous Bankhart lesion). 3. Large joint effusion with lipohemarthrosis. 4. Nonspecific edema extends into the axilla.

Ct Head Wo Contrast, Ct Cervical Spine W Contrast

Result Date: 8/2/2019

**Narrative: EXAM: CT HEAD WO CONTRAST, CT CERVICAL SPINE W CONTRAST HISTORY:** From order: Head trauma, minor, GCS>=13, low clinical risk, initial exam **COMPARISON:** Cervical MRI 7/27/2020 **FINDINGS:** The study was performed on 8/2/2019 10:08 AM CT head: Brain CT study showing no sign of hemorrhage mass or infarct. Is no subdural fluid or hydrocephalus. There is no cortical infarct. The brainstem and cerebellum are normal without focal abnormality. Sinuses and mastoids are clear. There is no calvarial fracture.

**Impression: IMPRESSION:** Normal head brain findings Cervical spine : Cervical spine again showing mild kyphosis mid cervical level. There is minimal cc 56 retrolisthesis which is stable. There is C5-6 degenerative disc narrowing and spurring. There is normal facet alignment with mild degenerative changes. The spinous processes are intact. The odontoid is normal. The ring of C1 is normal. No prevertebral mass or fluid is evident. The upper two cervical discs have normal contour with the mid and lower levels been obscured by beam hardening artifact. There are minimal bony foraminal encroachment changes The lung apices show no evidence of infiltrate or pneumothorax There is a small low-attenuation nodule in the inferior left thyroid lobe. Both lobes are mildly heterogeneous **IMPRESSION:** Cervical disc and facet degenerative changes with stable C5-6 mild retrolisthesis which appears degenerative. No acute fracture finding.

**Pending Results:**

**Unresulted Labs** (From admission, onward)

None



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MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/2/2019, D/C: 8/3/2019

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

Unresulted Procedure (From admission, onward)

None

#### Discharge Exam:

Blood pressure 131/65, pulse 70, temperature 97.5 °F (36.4 °C), temperature source Temporal, resp. rate 16, height 5' 2" (1.575 m), weight 87.2 kg, SpO2 97 %.

**General** - Patient is alert, oriented and in no acute distress.

**Coronary** - Regular rate and rhythm without murmurs, rubs or gallops.

**Pulmonary** - Normal respiratory effort. Lungs are clear to auscultation bilaterally without wheezes rubs or rhonchi.

**Abdomen** - Soft, non-tender and non-distended. Bowel sounds are normoactive. No guarding or rebound tenderness. No Hepatosplenomegaly, palpable masses or hernias. No suprapubic tenderness.

**Extremities** - Warm without clubbing, cyanosis or edema. Normal range of motion except the right arm. Sling is on the right arm.

**Skin** - No rashes or lesions. Warm and dry. No decubitus ulcers.

**Neurologic** - Alert and oriented to person, place and time. CNs II-XII are intact. Strength, sensation, and tone are grossly intact. No focal deficits.

#### Patient Discharge Instructions:

1. Activity: As tolerated with sling on the right arm.
2. Diet: Regular Diet
3. Wound Care: none needed

#### 4. Discharge Medications:

##### Current Discharge Medication List

#### START taking these medications

	Details
oxyCODONE, IMM REL, 10 MG immediate release tablet	Take 1 tablet by mouth every 6 hours as needed for Pain. Qty: 30 tablet, Refills: 0

#### CONTINUE these medications which have NOT CHANGED

	Details
Multiple Vitamins-Minerals (CENTRUM SILVER 50+WOMEN) Tab	

latanoprost (XALATAN) 0.005 % ophthalmic solution	Place 1 drop into both eyes nightly.
--	--------------------------------------





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Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

**omeprazole (PRILOSEC) 20 MG capsule** Take 1 capsule by mouth daily.  
Qty: 90 capsule, Refills: 3

**Fluticasone Propionate (FLONASE NA)** Spray 1 spray in each nostril daily.

**loratadine (CLARITIN) 10 MG tablet** Take 10 mg by mouth daily.

**Cholecalciferol (VITAMIN D) 2000 UNITS CAPS** Take 2,000 Units by mouth daily.

**Calcium Carbonate-Vitamin D (CALCIUM 600+D3 PO)** Take by mouth. Calcium 600 plus Vitamin D 800, take one tab 2 times daily.

**sumatriptan (IMITREX) 100 MG tablet** Take 100 mg by mouth daily as needed (for headache).

**Dispense (CHECK, UNKNOWN CONCENTRATION)** Magnesium with chelated Zinc 400- 1 tab daily

**DULoxetine (CYMBALTA) 60 MG capsule** Take 60 mg by mouth at bedtime.

**Ascorbic Acid (VITAMIN C PO)** Take 1,000 mg by mouth daily.

**DIAZepam (VALIUM) 5 MG tablet** Take 1 tablet by mouth every 8 hours as needed for Muscle spasms.  
Qty: 12 tablet, Refills: 0

**albuterol 108 (90 Base) MCG/ACT inhaler** Inhale 2 puffs into the lungs every 4 hours as needed for Other (coughing).  
Qty: 1 Inhaler, Refills: 1

**meloxicam (MOBIC) 15 MG tablet** 1/2 to 1 tablet once daily as needed.  
Qty: 30 tablet, Refills: 1

**SUMatriptan Succinate Refill 6 MG/0.5ML SOLN** Inject 0.5 mLs into the skin once as needed. Indications: Migraine Headache



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Adm: 8/2/2019, D/C: 8/3/2019

Discharge Summary by Mansoor H Mirza, MD at 8/3/2019 10:11 AM (continued)

## ALLERGIES:

Erythromycin

## Follow-up:

Harpreet Kaur, MD  
2414 KOHLER MEMORIAL DR  
Sheboygan WI 53081  
920-457-4461

In 1 week

Matthew R Willsey, DO  
2414 KOHLER MEMORIAL DR  
Sheboygan WI 53081  
920-457-4461

call to get appt within 1-2 days.

## Future Appointments

Date	Time	Provider	Department	Center
9/11/2019	10:00 AM	SBC IM NURSE	SBCIM2	SHC
12/5/2019	10:00 AM	SBC IM NURSE	SBCIM2	SHC
1/13/2020	7:15 AM	SBC LAB	SBCLAB	SHC
7/7/2020	8:00 AM	SBC LAB	SBCLAB	SHC
7/14/2020	10:00 AM	Harpreet Kaur, MD	SBCIM2	SHC

Time spent on discharge was more than 30 minutes.

Discharge discussed with staff, and with the patient. I will send copy of note to PMD and Dr. Willsey.

Signed:

Mansoor H Mirza, MD, FACP.  
8/3/2019 12:04 PM

## Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM





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MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/7/2019, D/C: 8/9/2019

---

**Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)**


---

Author: Matthew R Willsey, DO  
Filed: 8/7/2019 5:09 PM  
Status: Signed

Service: Orthopedic Surgery  
Date of Service: 8/7/2019 4:46 PM  
Editor: Matthew R Willsey, DO (Physician)

Author Type: Physician  
Creation Time: 8/7/2019 4:46 PM

**OPERATIVE REPORT**

DATE OF SERVICE:  
8/7/2019

PREOPERATIVE DIAGNOSIS:  
right comminuted proximal humerus fracture

POSTOPERATIVE DIAGNOSIS:  
right comminuted proximal humerus fracture

PROCEDURE PERFORMED:  
Procedure(s) (LRB):  
Right Reverse TSA (Right)

SURGEON:  
Matthew R Willsey, DO

ASSISTANT:  
Lara Schmitz PA

ANESTHESIA:  
General w/Regional Block

ESTIMATED BLOOD LOSS:  
350 mL.

COMPLICATIONS:  
No intraoperative complications.

**IMPLANTS:****Implants****Baseplate**

Baseplate Glnd Rsp 30mm Shldr P2 Strl Lf - Sna  
Implanted

Inventory item: BASEPLATE GLND  
RSP 30MM SHLDR  
P2 STRL LF

Serial number: NA  
Lot number: 769P1618

As of 8/7/2019

Model/Cat number: 508-32-204

Manufacturer: DJ ORTHO

(Right) Shoulder



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Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

Status: **Implanted**

### Bone

Cement Bn Smpx P Speedset Fd - Sna - Implanted

(Right) Shoulder

Inventory item: CEMENT BN SMPX P SPEEDSET FD Model/Cat number: 6192-1-010

Serial number: NA Manufacturer: STRYKER CORPORATION

Lot number: DLZ034

As of 8/7/2019

Status: **Implanted**

### Head / Ball

Head Glnd 32mm Rsp Ntrl Shldr Rtn Scr Strl - Sna -

Implanted

(Right) Shoulder

Inventory item: HEAD GLND 32MM RSP NTRL SHLDR RTN SCR STRL Model/Cat number: 508-32-101

Serial number: NA Manufacturer: DJ ORTHO

Lot number: 862C2747

As of 8/7/2019

Status: **Implanted**

### Insert

Insert Sckt Shldr Altivate Rvrs Ntrl 32mm E-+ - Sna -

Implanted

(Right) Shoulder

Inventory item: INSERT SCKT SHLDR ALTIVATE RVRS NTRL 32MM E-+ Model/Cat number: 509-02-032

Serial number: NA Manufacturer: DJ ORTHO

Lot number: 951W1259

As of 8/7/2019

Status: **Implanted**

### Screw

Screw Bn 5mm 14mm Rsp Lock Shldr Glnd Bspllt - Sna -

Implanted

(Right) Shoulder

Inventory item: SCREW BN 5MM 14MM RSP LOCK Model/Cat number: 506-03-114



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Sommersberger, Mary E  
MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/7/2019, D/C: 8/9/2019

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

SHLDR GLND BSPLT  
Serial number: NA Manufacturer: DJ ORTHO  
Lot number: 831C1665  
As of 8/7/2019  
Status: **Implanted**

Screw Bn 5mm 38mm Rsp Lock Shldr Glnd BsplT - Sna -  
Implanted

(Right) Shoulder

Inventory item: SCREW BN 5MM Model/Cat number: 506-03-138  
38MM RSP LOCK  
SHLDR GLND BSPLT  
Serial number: NA Manufacturer: DJ ORTHO  
Lot number: 837C1151  
As of 8/7/2019  
Status: **Implanted**

Screw Bn 5mm 22mm Rsp Lock Shldr Glnd BsplT - Sna -  
Implanted

(Right) Shoulder

Inventory item: SCREW BN 5MM Model/Cat number: 506-03-122  
22MM RSP LOCK  
SHLDR GLND BSPLT  
Serial number: NA Manufacturer: DJ ORTHO  
Lot number: 833C1533  
As of 8/7/2019  
Status: **Implanted**

Screw Bn 5mm 38mm Rsp Lock Shldr Glnd BsplT - Sna -  
Implanted

(Right) Shoulder

Inventory item: SCREW BN 5MM Model/Cat number: 506-03-138  
38MM RSP LOCK  
SHLDR GLND BSPLT  
Serial number: NA Manufacturer: DJ ORTHO  
Lot number: 837C1151  
As of 8/7/2019  
Status: **Implanted**

### Stem / Yoke

Stem Hum 108mm 8mm Shldr Djo Surg Altivate Rvrs Sm -  
Sna - Implanted

(Right) Shoulder

Inventory item: STEM HUM 108MM Model/Cat number: 533-08-108





Aurora Health Care®

AURORA SHEBOYGAN  
MEMORIAL MEDICAL  
CENTER  
2629 N 7TH ST  
SHEBOYGAN WI 53083-4932  
Notes Report

Sommersberger, Mary E  
MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/7/2019, D/C: 8/9/2019

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

8MM SHLDR DJO  
SURG ALTIVATE  
RVRS SM

Serial number:  
Lot number:  
As of 8/7/2019  
Status:

NA  
926W1174

Manufacturer: DJ ORTHO

**Implanted**

#### OPERATIVE INDICATIONS:

The patient is a 65 year old female. The patient had a significant proximal humerus fracture. After orthopedic workup it was determined that reverse total shoulder arthroplasty would be the best treatment choice.

#### OPERATIVE TECHNIQUE:

After the patient was identified, the right shoulder was marked as the appropriate surgical site. Preoperative indications, risks and treatment alternatives had been reviewed with the patient. The patient's questions were answered. Surgical consent was previously signed. Preoperative antibiotics were administered within 60 minutes of surgical start time for prophylaxis. The patient was transferred back to the operating room and placed in the supine position on the operating room table. All bony prominences were padded. The patient had general anesthetic administered. A surgical time out was performed in the OR preoperatively confirming patient identity and the right shoulder as the appropriate surgical site. The patient was then positioned upright in the beach chair position. The upper extremity and shoulder region were prepped and draped in a sterile fashion.

The deltopectoral incision was infiltrated with 1% lidocaine plus epinephrine. The incision was made down through the skin and subcutaneous tissues. Electrocautery was used to achieve hemostasis. The cephalic vein was identified and retracted laterally with the deltoid. The pec major was retracted medially. The upper pec major was partially incised for increased exposure. The arm was abducted, and the deltoid was swept from the humeral head using an elevator. A fair amount of hematoma was then evacuated. Digital palpation revealed comminuted fragments. A modified Taylor retractor was inserted beneath the deltoid. The CA ligament was divided for increased exposure. A self-retaining Kolbel retractor was then placed medially beneath the pec major and laterally beneath the deltoid. The axillary nerve was identified digitally and protected. The clavipectoral fascia was incised, and soft tissues cleared. Beneath the conjoined tendon and the humeral head was free floating and lying within the axilla. This was removed. There was significant comminution of metaphyseal bone including the lesser tuberosity, greater tuberosity and other small bony fragments that had slips of rotator cuff attached. The supraspinatus was attached to a larger piece of greater tuberosity. The external rotators were attached to multiple fragments. There is no option for reconstruction of these fragments around the implant so the bony fragments were removed.





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MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/7/2019, D/C: 8/9/2019

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

Retractors were removed, and we turned our attention to the glenoid.

Glenoid retractors were placed across the joint, oriented flush to the upper aspect of the humerus. Additional soft tissue releases were performed as necessary to facilitate glenoid exposure around the superior, anterior and posterior aspects of the glenoid using electrocautery. The most inferior aspect of the glenoid was released using a periosteal elevator. The humerus was then retracted posterior and inferior to the glenoid, giving excellent exposure. A Hohmann retractor was placed posterior superiorly. A Bankart retractor was placed over the anterior scapular neck. The glenoid drill guide was placed over the face of the glenoid. There was a noted large bony Bankart on the anterior inferior aspect that made up approximately 30% of the glenoid. A central pilot hole was drilled. A measurement was taken and 30 mm was noted. The tap was then inserted to the correct depth, and position was confirmed. The small, cannulated reamer was inserted over the tap, and the glenoid was carefully reamed down to a smooth concentric surface with good bleeding bone while the bony Bankart fragment was held reduced in place. Reamers were upsized until the glenoid was completely prepared. Peripheral osteophytes and soft tissues were removed.

The tap was removed, and the base plate was inserted in correct orientation into the prepared glenoid. This component was firmly seated, noting excellent compression into the glenoid. A drill guide was applied to the base plate, and bi-cortical drill holes were created and measured, and appropriate length 5.0 mm locking screws were inserted. The most anterior inferior screw was carefully pierced through the bony Bankart fragment and the fragment was essentially lagged into the glenoid neck with the screw. This provided excellent fixation. There was no toggle or loosening with stress placed on the baseplate or with rotation.

Finally, the 32 mm glenosphere was inserted over the Morse taper of the base plate, and impacted into position. After confirming fixation, a locking torque screw was inserted.

A thin Teflon retractor was placed in front of the glenosphere, and the humerus was once again dislocated from the joint, taking great care to avoid dislodging the glenoid component.

Next, the humerus was then sounded with T-handled reamers up to a size 10 mm. A 10 mm broach was then used to place the stem into the shaft. A measurement with a ruler was taken from the attachment of the pectoralis in order to judge the proper height for seating the implant. A trial polyethylene was then placed in the shoulder was located. This provided excellent range of motion on the table with forward elevation to 140°, abduction to 90°, internal rotation is 70 external rotation to 90°.

The trial implants were then removed. A cement restrictor was placed into the shaft of the humerus. Cement with methylene blue was then mixed and inserted into the shaft. The size 8, purposely undersized, reverse shoulder stem was placed and lightly impacted into the humerus and into some of the proximal remaining bone and held in the proper orientation until cement hardened. This was seated to the appropriate height as judged by the insertion of the pectoralis tendon of 5.6 cm. Once the cement was hardened a trial implant was once again placed in the joint was located. Excellent motion was noted again. The joint was dislocated. The final 32 mm neutral polyethylene component was then opened and impacted onto the final humeral component. The joint was reduced, and



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Sommersberger, Mary E  
MRN: 2331503, DOB: 5/25/1954, Sex: F  
Adm: 8/7/2019, D/C: 8/9/2019

Op Note by Matthew R Willsey, DO at 8/7/2019 4:46 PM (continued)

excellent stability and soft tissue tension were achieved. Full passive range of motion was achieved as listed previously. No evidence of impingement posteriorly in external rotation, inferiorly in adduction, or anteriorly with internal rotation was noted.

The wound was once again irrigated with pulse lavage. 500 mg of vancomycin powder was placed into the joint. The deltopectoral interval was approximated with 2-0 Vicryl and 2-0 Ethibond, the subcutaneous layer was closed with 2-0 Vicryl, and skin edges were approximated with 3-0 Monocryl running subcuticular suture. Sterile dressings applied. Arm was placed into a sling. The patient was awoken from anesthesia, extubated, and brought to recovery in stable condition. No complications. Counts correct.

Physician assistant required for procedure today with retraction, suction, soft tissue retraction and wound closure. Their participation in procedure was deemed essential.

Plan: The patient will receive three doses of antibiotics to be completed within 24 hours of surgery for antibiotic prophylaxis. Patient will have instruction by OT in am for movement. They will receive a postoperative x-ray in the PACU. If pain managed appropriate and ambulating patient will be discharged tomorrow. **Patient will start Physical therapy per protocol at 3 weeks from surgery.**

Dictating Provider  
Matthew R Willsey, DO  
8/7/2019  
4:46 PM

Patient Demographics

Address	Phone	E-mail Address
1630 SUNNYSIDE AVE SHEBOYGAN WI 53081-7700	000-000-0000 (Home) 920-254-8133 (Mobile) *Preferred*	msommers1954@gmail.com

Brief Op Note by Lara C Schmitz, PA-C at 8/7/2019 5:02 PM

Author: Lara C Schmitz, PA-C	Service: Orthopedic Surgery	Author Type: Physician Assistant
Filed: 8/7/2019 5:02 PM	Date of Service: 8/7/2019 5:02 PM	Creation Time: 8/7/2019 5:02 PM
Status: Signed	Editor: Lara C Schmitz, PA-C (Physician Assistant)	

**Operative Note:**

This is to certify that I was present during the entire operative procedure and performed job duties as a first assistant during the surgical case. The duties include: Patient positioning on the operative table, sterily draping the operative field, suctioning, retracting and wound closure during the operative procedure. The above duties were essential and necessary as they aided in a more efficient and safer procedure for the patient.

I currently hold a valid national certification, state licensure and hospital credentials as a Physician Assistant.





# ORTHOPAEDIC HOSPITAL OF WISCONSIN

NAME: Sommersberger, Mary E MRN: 811-96-77  
 ROOM: DOB: 05/25/1954  
 PHYSICIAN: Dean W Ziegler, MD ASST:  
 DATE: 05/17/2021 ANESTH: Kirsten Simanonok, MD

## OPERATIVE REPORT

**PREOPERATIVE DIAGNOSIS:** Right shoulder status post reverse shoulder arthroplasty fracture, now failed secondary to instability as well as weakness and significant dysfunction. *SA2-124K*

**POSTOPERATIVE DIAGNOSIS:** Right shoulder status post reverse shoulder arthroplasty fracture, now failed secondary to instability as well as weakness and significant dysfunction with pseudosubluxation of the shoulder or laxity within the joint and an absence of rotator cuff. *M25.811*

**ANESTHESIA:** General.

**NAME OF PROCEDURE:** Right shoulder revision/reverse total shoulder arthroplasty utilizing DJO components changing out a standard or neutral poly tray for an 8 mm spacer and then a neutral poly tray followed by latissimus dorsi and teres major transfer as well as repair of remnant of subscapularis.

**INDICATIONS:** The patient is a 66-year-old female status post right shoulder reverse shoulder arthroplasty for fracture, who was significantly dysfunctional secondary to both the original brachial plexus injury from apparently the original injury as well as complete lack of function with the rotation, external and internal actively secondary to absence of rotator cuff and tuberosities.

### DESCRIPTION OF OPERATIVE

standard prep and drape of "interval was mobilized"

was sent for culture

humeral tissue in

down and mobilize

instability present or

carried anteriorly where

region we debrided late

case. Anterior/medial dis

the coracoid and conjoined

and retracted medially. We then were able to identify the latissimus dorsi and teres major attachment into

the proximal humerus. These were tagged with a suture and then released off of the humerus and fully

mobilized. Two tag sutures were placed within them. Full mobilization was then performed and this

included releasing of superior tissue that appeared to be actually part of the remnant of the subscapularis.

Mobilization was then performed and the sutures were passed from anterior to posterior around the posterior

aspect of the humerus for transfer. We were able to advance this up to where the stump was, what appeared

to be the stump from the pec major tendon that had previously been released. We then trialed the humeral

underwent general anesthetic, beach-chair position.

A deltopectoral incision was utilized. Deltopectoral

level of prosthesis. There was fluid present, which

nts of tissue on the back of the humeral tray. Proximal

aneous area. After mobilization, we then dissected

through the capsule and there was obvious

ss. The shoulder was dislocated and dissection was

scar tissue with the deltopectoral interval and the deltoid

capsular tissue deep to the deltoid for further repair later in the

performed and this allowed for dissection down into the level around

on. We also identified the musculocutaneous nerve which was mobilized

and retracted medially. We then were able to identify the latissimus dorsi and teres major attachment into

the proximal humerus. These were tagged with a suture and then released off of the humerus and fully

mobilized. Two tag sutures were placed within them. Full mobilization was then performed and this

included releasing of superior tissue that appeared to be actually part of the remnant of the subscapularis.

Mobilization was then performed and the sutures were passed from anterior to posterior around the posterior

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NAME: Sommersberger, Mary E MRN: 811-96-77  
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Page 2 of 2

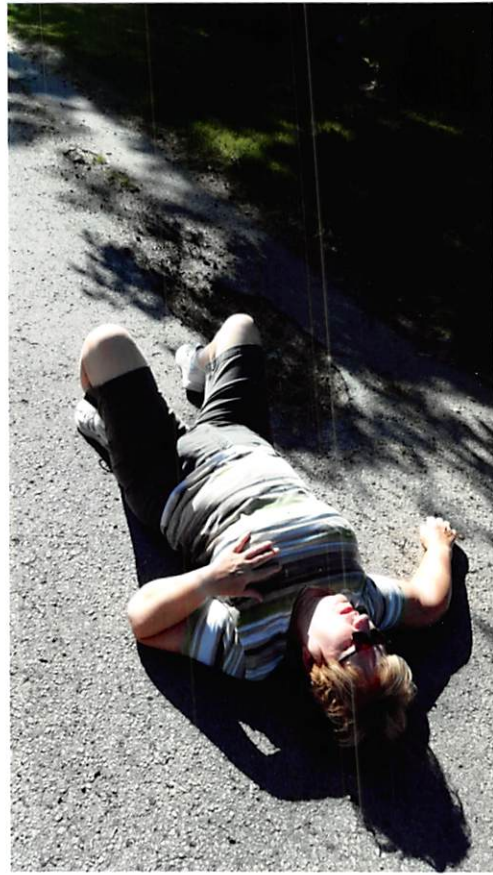
component with various configurations of increasing the space and we found with an 8 mm spacer and neutral poly, there was actually very good stability and we could not reduce it if there was a larger poly in. Therefore, this was placed and reduced and after the reduction, the drill holes were placed in bone medial to the pec major attachment and then sutures were passed through the tendon attachment through drill holes in bone and tied giving good approximation of the tendon tissue to the remnant of the pec major as well as to the bone. This was the sternal head of the pec major. The subscapularis was then repaired to the bone as well and the capsule was closed as much as possible. The joint had been infiltrated with Betadine, copiously irrigated and closed in layers with Princeo on skin. Dressing was applied. Patient was taken to the recovery room in stable condition. Radiographs were obtained in the recovery room demonstrating reduction of the component. Needle and sponge counts were correct. Estimated blood loss was 350 mL.

Dean W Ziegler, MD

DWZ/sy Job# 10340741  
DD: 05/18/2021 09:47:16 DT: 05/18/2021 10:47:18



8/2/19



R. O. No. 49 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it.

---

CITY CLERK



DATE RECEIVED

07/12/2022

RECEIVED BY

MKC

Item 22.

JUL 19 2022

CLAIM NO.

11-22

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

## INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Brandon L Parker
2. Home address of Claimant: 1028 A Superior Ave, Sheboygan WI 53081
3. Home phone number: 920-627-5113
4. Business address and phone number of Claimant: (920) 627-5113, 1028 A Superior Ave, Sheboygan WI 53081
5. When did damage or injury occur? (date, time of day) 07/11/2022 8:30 PM
6. Where did damage or injury occur? (give full description) Driver side Head light Driver side Fender
7. How did damage or injury occur? (give full description) A City tree Fell on top of the car
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Mitchell Leckie
  - (b) Claimant's statement of the basis of such liability: City tree Fell on top of my car
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: City tree
  - (b) Claimant's statement of basis for such liability: every big storm the tree falls a part

Item 22.

244



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 22.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name:

Brandon L Parker

Auto

\$ 4,084.89

Claimant's Address:

1028 A Superior Ave, Sheboygan WI 53081

Property

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

Personal Injury

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

Claimant's Phone No.

(920) 627-5113

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 4,084.89

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~6,767.27~~ 4,084.89

SIGNED

Brandon Parker

DATE:

07/19/2022

ADDRESS:

1028 A Superior Ave, Sheboygan WI 53081

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

**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

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

Workfile ID: 4  
PartsShare: 6S3BhD  
Federal ID: 83-0747810

Item 22.

**Preliminary Estimate**

**Customer: PARKER, BRANDON**

**Job Number:**

Written By: Scott Stolper

Insured: PARKER, BRANDON  
Type of Loss:  
Point of Impact: 16 Non-Collision

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
PARKER, BRANDON  
  
1028 A SUPERIOR AVE  
SHEBOYGAN, WI 53081  
(920) 627-5113 Cell

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

**Insurance Company:**

**VEHICLE**

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

VIN: 1G2NE12T6TM562961	Interior Color:	Mileage In: 90,204	Vehicle Out:
License: AJW6700	Exterior Color: PURPLE	Mileage Out:	
State: WI	Production Date: 5/1996	Condition:	Job #:

**TRANSMISSION**

Overdrive  
5 Speed Transmission

**POWER**

Power Steering  
Power Brakes  
Power Locks

**DECOR**

Dual Mirrors

Body Side Moldings

Tinted Glass  
Console/Storage  
Overhead Console

**RADIO**

AM Radio  
FM Radio  
Stereo  
Search/Seek

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)

**SEATS**

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

**WHEELS**

Wheel Covers

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps  
Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/4hZBRL](http://www.carwise.com/e/4hZBRL)

## Preliminary Estimate

Item 22.

Customer: PARKER, BRANDON

Job Number:

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2	*	R&I R&I bumper assy				0.7	
		Note: DROP LT SIDE OF FASCIA					
3		<b>FRONT LAMPS</b>					
open	Repl	LT Headlamp assy	16524657	1	149.65	0.6	
5		Aim headlamps				0.5	
6	R&I	RT Headlamp assy				0.6	
7		<b>HOOD</b>					
open	Repl	Hood	22591596	1	673.33	1.0	3.2
9		Add for Clear Coat					1.3
10		Add for Underside(Complete)					1.6
11		<b>FENDER</b>					
open	Repl	LT Fender	22659559	1	190.95	2.5	2.5
13		Overlap Major Adj. Panel					-0.4
14		Add for Clear Coat					0.4
15		Add for Edging					0.5
16		Add for Clear Coat					0.1
17		Deduct for Overlap				-0.4	
18	R&I	LT Lower molding SE				0.3	
19	*	Rpr RT Fender				2.0	2.5
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.4
22		<b>DOOR</b>					
23	*	Rpr RT Outer panel				2.0	2.3
24		Overlap Major Adj. Panel					-0.4
25		Add for Clear Coat					0.4
26	*	Rpr LT Outer panel				2.0	2.3
27		Overlap Major Adj. Panel					-0.4
28	*	Add for Clear Coat					0.4
29	R&I	RT Body side mldg SE				0.3	
30	R&I	LT Body side mldg SE				0.3	
31	R&I	RT Mirror assy manual SE				0.3	
32	R&I	LT Mirror assy manual SE				0.3	
33	*	R&I RT Run channel				0.2	
34	*	R&I LT Run channel				0.2	
35	R&I	RT Door glass GM				0.6	
36	R&I	LT Door glass GM				0.6	
37	R&I	RT Handle, outside				0.3	
38	R&I	LT Handle, outside				0.3	
39	R&I	RT Door trim panel				0.6	
40	R&I	LT Door trim panel				0.6	
41		<b>MISCELLANEOUS OPERATIONS</b>					

# Preliminary Estimate

Item 22.

**Customer: PARKER, BRANDON**

**Job Number:**

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

42	#	Subl	Hazardous waste removal	1	3.00 T		
43	#		Clean & re-tape mldg(s)	1		0.5	
44	#	Repl	Cover Car	1	5.00 T		
45	#	Repl	PIN STRIPES	1	45.00	1.0	
<b>SUBTOTALS</b>					<b>1,066.93</b>	<b>17.9</b>	<b>16.3</b>

## ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,058.93
Body Labor	17.9 hrs	@	\$ 62.00 /hr	1,109.80
Paint Labor	16.3 hrs	@	\$ 62.00 /hr	1,010.60
Paint Supplies	16.3 hrs	@	\$ 42.00 /hr	684.60
Miscellaneous				8.00
Subtotal				3,871.93
Sales Tax	\$ 3,871.93	@	5.5000 %	212.96
<b>Grand Total</b>				<b>4,084.89</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>4,084.89</b>

**MyPriceLink Estimate ID / Quote ID:**

978697756208013312 / 108822083

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



**Customer: PARKER, BRANDON****Job Number:**

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE1FQ92, CCC Data Date 07/18/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

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

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

Preliminary Estimate

Item 22.

Customer: **PARKER, BRANDON**

Job Number:

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

ALTERNATE PARTS USAGE

1996 PONT Grand Am SE 2D CPE 4-2.4L Gasoline SFI PURPLE

VIN: 1G2NE12T6TM562961 Interior Color: Mileage In: 90,204 Vehicle Out:  
License: AJW6700 Exterior Color: PURPLE Mileage Out:  
State: WI Production Date: 5/1996 Condition: Job #:

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

GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

## \*\*\* PRELIMINARY ESTIMATE \*\*\*

07/12/2022 01:36 PM

## Owner

Owner: Brandon Parker  
Address: 1028A Superior Avenue  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-5113  
FAX:

## Inspection

Inspection Date: 07/12/2022 01:36 PM  
Primary Impact: Left Front Side

Inspection Type:  
Secondary Impact: Right Side

Contact: James Miller

## Repairer

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave

City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE  
Work/Day: (920)458-3272  
FAX: (920)458-3284  
Work/Day:

Target Complete Date/Time:

Days To Repair: 8

## Vehicle

OEM Part Price Quote ID: \*\*\*\*

1996 Pontiac Grand Am SE 2 DR Coupe  
4cyl Gasoline 2.4  
4 Speed Automatic

Lic.Plates: AJW-6750  
Lic Expire:  
Veh Insp# :  
Condition: Good  
Ext. Color: Violet  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1G2NEI2T6TM562961  
Mileage Type: Actual  
Code: W3312A  
Int. Color:  
Int. Refinish: Two-Stage

## Options

AM/FM Stereo  
Center Console  
Lighted Entry System  
Power Door Locks  
Tachometer

Anti-Lock Brakes  
Dual Airbags  
Overhead Console  
Power Steering  
Tinted Glass

Bucket Seats  
Fog Lights  
Power Brakes  
Rem Trunk-L/Gate Release  
Velour/Cloth Seats

## Damages

Line Op	Guide	MC Description	MFR.Part No.	Price	ADJ% B%	Hours	R
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### Stripes And Mouldings

1	RI	269	Mldg,Front Door Side RT	R & I Assembly		0.3	SM
---	----	-----	-------------------------	----------------	--	-----	----

### Front End Panel And Lamps

2	E	41	02	Headlamp Assy,Halogen LT	16524657 GM Part	\$149.65	INC	SM
3	N	973		Headlamps Aim	Additional Labor		0.4	SM

### Front Body And Windshield

4	I	83		Panel,Hood	Repair		4.0*	SM
5	L	83	13	Panel,Hood	Refinish		4.2	RF
					3.0 Surface			
					0.6 Two-stage setup			
					0.6 Two-stage			
6	RI	83		Hood Panel R & I	R & I Assembly		0.7	SM
7	E	103	02	Fender,Front LT	22659559 GM Part	\$190.95	2.1	SM
8	L	103		Fender,Front LT	Refinish		2.9	RF
					1.9 Surface			
					0.5 Edge			
					0.5 Two-stage			

### Front Doors

9	RI	208		Front Door R&I RT	R & I Assembly		1.2	SM
10	I	208		Door Shell,Front RT	Repair		3.0*	SM
11	L	208		Door Shell,Front RT	Refinish		2.8	RF
					2.3 Surface			
					0.5 Two-stage			
12	RI	232		Pnl,Inner Door Trim RT	R & I Assembly		INC	SM
13	RI	230		Mirror,Outer Standard RT	R & I Assembly		0.3	SM
14	RI	228		Handle,Front Door Otr RT	R & I Assembly		1.5	SM

### Manual Entries

15	L	M14		Corrosion Protection	Refinish	\$25.00*	1.0*	RF
				>> MULTIPLE AREAS				
16	N	M30		Collision Repair Material	Additional Labor	\$48.00*		SM
17	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*		SM
18	RI			BELT MOLDING	R & I Assembly		0.5*	SM*
18	Items							

### MC Message

02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

### Estimate Total & Entries

OEM Parts	\$340.60	
Other Parts	\$78.25	
Paint & Materials	10.9 Hours @ \$46.00	\$501.40
Parts & Material Total		\$920.25
Tax on Parts & Material	@ 5.500%	\$50.61

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	6.6	7.4	14.0	\$910.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00	10.9		10.9	\$708.50

Labor Total	24.9 Hours	\$1,618.50
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<b>Tax on Labor</b>	@ 5.500%	\$89.02	
<b>Gross Total</b>			<b>\$2,678.38</b>
<b>Net Total</b>			<b>\$2,678.38</b>

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
OEM Part Prices DT 07/12/2022 01:36 PM EstimateID 976191425634902016 QuoteID \*\*\*\*  
Recycled Parts NOT REQUESTED  
Rate Name Default

Audatex Estimating 8.1.325 Update 7 ES 07/12/2022 01:42 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 07/08/2022  
State Disclosure:WI  
© 2022 Audatex North America, Inc.

2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

## Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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R. O. No. 48 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a Summons and Complaint in the matter of One More Time, LLC  
vs. City of Sheboygan.

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CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

One More Time, LLC vs. City of Sheboygan

**Electronic Filing  
Notice**

Case No. 2022CV000377

Class Code: Petition for Writ of Certiorari

FILED  
07-20-2022JU  
Item 23.

Sheboygan County

Clerk of Circuit Court

2022CV000377

Honorable Kent Hoffmann

Branch 2

CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081Process Server  
Date: 7/20/22 Time: 11:40 am/pm  
☐ Personal ☐ Substitute  
☐ Posted ☐ Corporate

Case number 2022CV000377 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 \$20.00 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: 64b2f7**

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: July 20, 2022

FILED  
07-20-2022

Item 23.

Sheboygan County  
Clerk of Circuit Court  
Honorables Kent Hoffmann  
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

ONE MORE TIME, LLC  
c/o 4139 Cherrywood Court, Apt. A-101  
Sheboygan, WI 53081  
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.

Case Code: 30955, 30952

CITY OF SHEBOYGAN  
828 Center Avenue  
Sheboygan, WI 53081

Defendant.

---

**SUMMONS**

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THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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

Within twenty (20) days of receiving this Summons (45 days if you are the State of Wisconsin and 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is:

Clerk of Courts  
Sheboygan County Courthouse  
615 North 6th Street  
Sheboygan, Wisconsin 53081

and to plaintiff's attorney, whose address is:



Peter R. Mayer  
Mayer Law Firm, S. C.  
502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081  
peter@wisclawyer.com

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 20th day of July, 2022.

MAYER LAW FIRM, S. C.



By

Peter R. Mayer  
State Bar No. 1009680  
Attorney for One More Time, LLC

Mayer Law Firm, S. C.  
502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081  
Telephone (920) 980-8241  
Facsimile (920) 451-0500  
E-mail: peter@wisclawyer.com

FILED

07-20-2022

Sheboygan County

Clerk of Circuit Court

2022CV000377

Honorable Kent Hoffmann

Branch 2

Item 23.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

ONE MORE TIME, LLC  
c/o 4139 Cherrywood Court, Apt. A-101  
Sheboygan, WI 53081  
Joseph P. Bonelli, Agent

Plaintiff,

v.

Case No.

Case Code: 30955, 30952

CITY OF SHEBOYGAN  
828 Center Avenue  
Sheboygan, WI 53081

Defendant.

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**COMPLAINT AND PETITION FOR CERTIORARI  
REVIEW PURSUANT TO WIS. STAT. SECTIONS 68.13 and 125.12(2)(d)**

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NOW COMES the above-named plaintiff, One More Time, LLC, a Wisconsin limited liability company, by its attorney, Mayer Law Firm, S.C., by Peter R. Mayer, as and for causes of action against the above-named defendant, hereby submits this Complaint for Certiorari Review pursuant to Sections 68.13 and 125.12(2)(d), Wis. Stats., with respect to the revocation of City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff, which revocation was purportedly recommended by Licensing, Hearings, and Public Safety Committee of the City of Sheboygan on June 8, 2022, and adopted as a resolution by the Common Council of the City of Sheboygan on June 20, 2022, and this Complaint for Writ of Mandamus pursuant to Chapter 783, Wis. Stats. with respect to City of Sheboygan Ordinance 10-46, City of Sheboygan Ordinance 10-39 and Section 125.12, Wis. Stats., and herein alleges and shows to the Court as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to Wis. Stats. Sections 68.13, 125.12(2)(d), and 783.01.

2. Venue is proper in this Court pursuant to Wis. Stats. Section 801.50(2)(a), (b), and c) because Sheboygan County is the county where the claim arose, the county where the real estate which is the subject of the action is located, and the county where the Defendant does business.

### **PARTIES**

3. One More Time, LLC, is a Wisconsin limited liability company (the "Plaintiff") having a principal business location at 1235 Pennsylvania Avenue in the City of Sheboygan, Sheboygan County, Wisconsin (the "Premises"), a registered agent office of c/o 502 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and a temporary business location address of 4139 Cherrywood Court, Apt. A-101, Sheboygan, WI 53081.

4. City of Sheboygan (the "City") is a body corporate in the State of Wisconsin, duly organized under Wis. Stats. Chapter 66 as a city with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

### **FACTS**

5. The Plaintiff and its affiliated limited liability companies, all of which have been solely owned by Joseph P. Bonelli and of which he has been the sole member ("Agent") operated a tavern establishment selling alcohol, food, and other beverages to the public (the "Business") at the Premises since 2005.

6. The operation of the Business at the Premises, including specifically the sale of alcohol to customers, was under the authority of City of Sheboygan Alcohol Beverage License No. 2301 (the "License").

7. Commencing in the second half of 2019, Plaintiff temporarily reduced the hours of operation of the Business at the Premises, which reduction in hours of operation was later affected by the Covid pandemic, including by governmental orders requiring the cessation of Business for certain periods of time and recommendations against conducting public operations of the Business for the safety and well-being of the public.

8. Plaintiff made the Premises available for sale but continued to operate the Business from time to time and at no point abandoned, suspended, or ceased operations of the Business for a continuous period of at least six (6) months.



9. Plaintiff operated the Business at the Premises on October 3, 2021, and the City acknowledged and agreed that Plaintiff operated the Business at the Premises on such date, as documented on Exhibit A attached hereto and incorporated herein by this reference.

10. Between October of 2021 and March of 2022, Plaintiff and Bonelli had two different prospective purchasers who both agreed to purchase the Premises, had the financial ability to purchase the Premises under the terms offered, had past experience in the operation of a tavern, had appropriate personal character to be eligible for the issuance of an alcohol beverage license, and indicated a desire for Plaintiff to conditionally surrender the License after the payment of the down payment and earnest money so that the purchasers could obtain a new alcohol beverage license from the City of Sheboygan and operate the Premises from and after the date of closing (the "Potential Sales of the Premises").

11. As a result of the Potential Sales of the Premises and in order to increase the likelihood of consummating the sale of the Premises, Bonelli delayed resumption of the full operation of the Business during the time that the Potential Sales of the Premises were being addressed.

12. During March of 2022, Bonelli determined that the Potential Sales of the Premises might no longer be viable and decided to resume the Plaintiff's operation of the Business.

13. City of Sheboygan Ordinances and Chapter 125, Wis. Stats., do not require a holder of a retail alcohol beverage license to conduct business a certain minimum number of hours or a certain minimum number of days or to advertise an open business in a certain manner.

14. City of Sheboygan Ordinance 10-46 ("Ordinance 10-46") provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall be subject to revocation, which ordinance is documented on Exhibit B attached hereto and incorporated herein by this reference.

15. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee.

16. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.



17. During March and April of 2022, Bonelli, for and on behalf of himself and Plaintiff, contacted the Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan numerous times to seek advice and obtain confirmation relating to the Plaintiff's compliance with Ordinance 10-46 to prevent the revocation of the License, which communication is documented on Exhibits C and D attached hereto and incorporated herein by this reference.

18. On March 31, 2022, commencing at 11:45 AM, Bonelli had a 20-minute telephone call with City Attorney Adams relating to compliance with Ordinance 10-46 (the "March Advice Call"), and during the March Advice Call City Attorney Adams stated that Bonelli could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business, which communication is documented on Exhibit D attached hereto and incorporated herein by this reference.

19. During the March Advice Call, City Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.

20. During the March Advice Call, City Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.

21. Bonelli viewed the information provided by City Attorney Adams as legal advice provided to him to assist Plaintiff in complying with Ordinance 10-46.

22. Bonelli secured the services of a licensed bartender and two additional servers to work at the Premises on April 1, 2022 (the "Continuous Business Day"), confirmed that the Premises would have sufficient inventory for operation of the Business, posted messages on Facebook confirming that the Premises was open for Business, posted photographs taken on the Continuous Business Day, and required the bartender and servers to use the cash register on the Continuous Business Day because the POS system was not programmed, as documented on the affidavits attached hereto as Exhibit E and incorporated herein by this reference.

23. Despite numerous calls by Bonelli to Office of the City Attorney for the City of Sheboygan and the Licensing Clerk of the City of Sheboygan starting on April 4, 2022 and continuing until June 7, 2022, the City refused to confirm whether or not Plaintiff was in compliance with Ordinance 10-46 as a result of the operations on the Continuous Business Day, until Bonelli

was served with the Summons and Complaint shortly before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee").

24. The Committee is a committee of the City Council of the City of Sheboygan, as described in Section 125.12(2)(b)3., Wis. Stats.

25. On the day before the Hearing, Bonelli attempted one more time to understand the basis for the claim by the City that the Plaintiff was not in compliance with Ordinance 10-46, and communicated by e-mail with City Attorney Adams, as documented in the e-mail to City Attorney Adams and his reply attached hereto as Exhibit F and incorporated herein by this reference.

26. City Attorney Adams regularly advises, and when required directs, the Committee as to legal options and alternatives, witness testimony, and procedure, and provides the Committee with recommendations on licensees, including when licensees appear before the Committee for regulatory or quasi-judicial action.

27. On the day before the Hearing, in the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that rather than continue to advise the Committee or withdraw entirely from the matter, City Attorney Adams would be prosecuting the complaint against the Plaintiff.

28. In the e-mail attached hereto as Exhibit F, City Attorney Adams informed Bonelli that Attorney Joseph Voelkner, the partner of an attorney who represented and advised one of the two potential purchasers in the Potential Sales of the Premises, would by representing and advising the Committee at the Hearing.

29. During the Hearing, at the first available opportunity and prior to any witnesses, Bonelli attempted to object to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing and request an adjournment in order to address his objection, but Attorney Voelkner prevented him from raising objections at that time because Attorney Voelkner had a specific order of procedure, and Bonelli later objected to City Attorney Adams' and Attorney Voelkner's involvement in the Hearing.

30. During the Hearing, Bonelli was sworn under oath and testified that the Plaintiff operated the Business at the Premises on the Continuous Business Day.



31. The complainant did not provide any evidence that the Plaintiff did not operate the Business at the Premises on the Continuous Business Day.

32. During the Hearing, City Attorney Adams provided testimony and evidence while at the same time acting as legal counsel for the complainant at the Hearing and without first being sworn under oath.

33. After the Hearing was closed, the Committee and Attorney Voelkner adjourned into closed session and after returning voted to recommend that the City Council revoke the License.

34. The Committee purportedly prepared a document intended to constitute the report described in Section 125.12(2)(b)3., Wis. Stats. (the "Purported Report"), a copy of which Purported Report initially prepared and sent to Plaintiff is attached hereto as Exhibit G and incorporated herein by this reference..

35. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff did or did not operate the Business at the Premises on the Continuous Business Day.

36. The Purported Report did not state whether the Committee found as a matter of fact that the Plaintiff's operation of the Business at the Premises on the Continuous Business Day was or was not sufficient to comply with Ordinance 10-46.

37. The Purported Report was conclusory in nature and did not present statements of supporting facts, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

38. The Office of the City Attorney notified the Plaintiff and Bonelli in writing of the right to object to the Purported Report and to present arguments supporting the objection to the City Council on August 20, 2022 (the "Right to Object Notice").

39. Contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., the Right to Object Notice did not inform the Plaintiff whether the arguments supporting the objection shall be presented orally or in writing or both.

40. At no time did the City inform the Plaintiff, Bonelli, or legal counsel for them whether the arguments supporting the objection shall be presented to the City Council orally or in writing or both, despite repeated inquiries on this.

41. A few business days before the June 20, 2022 City Council meeting (the "City Council Review Meeting"), a secretary in the Office of the City Attorney notified the Plaintiff and Bonelli via e-mail that the Right to Object Notice incorrectly identified the date of the City Council

review of the Purported Report and informed the Plaintiff and Bonelli that the Purported Report would be confirmed at the City Council Review Meeting if no objection was made.

42. The Plaintiff, by its legal counsel, immediately notified various city officials via e-mail of objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection E-mail"), as documented on the Objection E-mail, a copy of which is attached hereto as Exhibit H and incorporated herein by this reference.

43. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 17, 2022 to the City Clerk and various City officials, containing objections to proceeding at the City Council Review Meeting due to the erroneous identification of the date of the City Council review in the Right to Object Notice, the inability to deliver necessary documents relating to the objection in time for the City Council Review Meeting, requested the immediate delivery of a transcript of the Hearing, objected to the continued involvement of City Attorney Adams except as a witness, objected to the Purported Report, and requested a de novo hearing based upon the involvement of the attorneys creating bias and preventing a fair hearing (the "Objection Letter"), as documented on the Objection Letter and a subsequent e-mail, a copy of which is attached hereto as Exhibit I and incorporated herein by this reference, and which copy of the Objection Letter hand-delivered to the City Clerk also included the affidavits attached hereto as Exhibits D and E and incorporated herein by this reference.

44. The City Clerk informed the Plaintiff, through its legal counsel, that the City Council Review Meeting would proceed and that the only way Plaintiff could be assured that the City Council would hear its oral objection is if it was presented during the five minute citizen comment agenda item at the beginning of the City Council meeting, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats.

45. The Plaintiff, through its legal counsel, presented its objections to the City Council during the allotted five minute citizen comment section, objecting to the Purported Report and the



recommended revocation based upon the uncontroverted evidence presented at the Hearing that the Plaintiff operated the Business at the Premises on the Continuous Business Day and the other objections contained in the Objection E-Mail and the Objection Letter.

46. The Purported Report was attached to the agenda of the City Council for the City Council Review Meeting, without any signatures of the Committee members on the signature blanks evidencing adoption or approval of the Purported Report by the Committee, contrary to the requirements of Section 125.12(2)(b)3., Wis. Stats., as documented on the City agenda link <https://mccmeetings.blob.core.usgovcloudapi.net/sheboygnwi-pubu/MEET-Packet-59c9340e237d49c38fc75bfe4c2f7000.pdf> and on the Purported Report, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

47. The City Council, without any discussion relating to the Plaintiff or the License and as a part of a block of other license approvals referred by the Committee, voted to revoke the License, as documented on the Minutes of the City Council Review Meeting, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference.

48. The Plaintiff, by its legal counsel, sent via e-mail and hand-delivered a letter dated June 20, 2022 to the City Clerk, requesting the immediate delivery of a transcript of the Hearing (the "Transcript Request Letter"), as documented on the Transcript Request Letter, a copy of which is attached hereto as Exhibit J and incorporated herein by this reference, and City referred Plaintiff to YouTube link <https://www.youtube.com/watch?v=hXZu-YdI1Ds> rather than comply with Wisconsin Statutes.

### CLAIMS FOR RELIEF

#### **FIRST CLAIM - THE CITY EXCEEDED ITS JURISDICTION BECAUSE ORDINANCE SIMPLY REQUIRES THAT A LICENSEE HAVE NO GAP IN OPERATIONS OF LONGER THAN SIX (6) MONTHS, WHICH GAP IN OPERATIONS DID NOT OCCUR AT THE PREMISES.**

As and for a first cause of action against City, Plaintiff alleges and shows to the Court as follows:

49. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

50. Ordinance 10-46 provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then be subject to revocation.

51. Ordinance 10-46 does not require a minimum number or amount of sales of alcohol by the licensee, minimum hours, or minimum days, but only provides jurisdiction if there is a suspension or cessation of business six months or longer.

52. Plaintiff operated the Business by being open for business and conducting sales of alcohol to general members of the public on at least October 3, 2021 and the Continuous Business Day, a period of less than six months.

53. Since Ordinance 10-46 consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period, the City did not have jurisdiction or authority to revoke the License.

54. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

**SECOND CLAIM - THE CITY DEPRIVED THE PLAINTIFF OF ITS RIGHT OF DUE PROCESS IN THE MANNER OF REVOKING OF THE LICENSE.**

As and for a second cause of action against City, Plaintiff alleges and shows to the Court as follows:

55. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

56. Foremost, among a multitude of substantive and procedural defects and errors preventing the Plaintiff from having a fair Hearing without bias was the multi-faceted roles of City Attorney Adams, acting on March 31, 2022, as legal advisor to the Plaintiff in informing Bonelli that he should open the Premises to Business for at least one day during the six month period, then City Attorney Adams left Bonelli without any reply or confirmation during an almost two month period, until City Attorney Adams took up the position of prosecutor of the complaint before the Committee, which was acting as a quasi-judicial body and accustomed to receiving the advice, direction, and recommendations from City Attorney Adams and for which he provided the introduction to the Hearing as if he was representing the Committee and was identified as such on his virtual meeting caption, City Attorney Adams then provided information and evidence by his testimony without first being sworn as a witness at the Hearing, which defects when combined prevented the Plaintiff from receiving a fair hearing, then City Attorney Adams' office gave a faulty Right to Object Notice, and



finally City Attorney Adams resumed his role before the City Council during the City Council Review Meeting as well.

57. The procedural defect of not informing Plaintiff of the proper date for the City Council Review Meeting, until the cusp of the meeting, or the manner in which the arguments in support of the objection could be presented deprived the Plaintiff of its right to Due Process.

58. The procedural defect of having attorneys with apparent conflicts of interest conducting the Hearing and prosecuting the complaint during the Hearing deprived the Plaintiff of its right to Due Process and prevented a fair Hearing.

59. The defect in the preparation and review of the Purported Report and Plaintiff's objections to the Purported Report, including the absence of signatures confirming approval when the Purported Report was submitted to the City Council, the absence of factual determinations in support of the conclusion found by the Committee in the Purported Report, the lack of direction on how arguments could be presented by Plaintiff to the City Council, the erroneous information on the date of the City Council Meeting Review in the Right of Objection Notice prevented reasonable preparation for and presentation of the objection to the Purported Report, the requirement that Plaintiff appear during the citizen comment section of the agenda rather than during the review of the objections to the Purported Report, and the consolidation of the Plaintiff's objections with batches of other licenses presented for renewal into a single enmeshed resolution prevented anything other than a cursory consideration of the objection by the City Council, and thus deprived the Plaintiff of its right to Due Process.

60. The affidavits attached as Exhibits D and E, and incorporated herein by this reference and supplement the record of the Hearing, were not part of the record at the Hearing but were provided to the City Clerk before the City Council Review Meeting, and provide additional irrefutable proof that the Plaintiff operated the Business at the Premises on the Continuous Business Day.

61. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises, or at a minimum, in the alternative, order a de novo hearing by the Committee.

**THIRD CLAIM - THE CITY DECISIONS ON THE LICENSE WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.**

As and for a third cause of action against City, Plaintiff alleges and shows to the Court as follows:

62. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

63. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.

64. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

65. The Purported Report was unsigned and does not provide any determination of supporting facts relating to the issue on compliance with Ordinance 10-46, but merely concludes that the Plaintiff violated Ordinance 10-46, thus confirming the arbitrary and unreasonable nature of the Purported Report and the City Council adoption of the recommendation of the Committee.

66. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

**FOURTH CLAIM - THE CITY DECISIONS ON THE LICENSE TREAT THE PLAINTIFF IN AN UNEQUAL MANNER TO OTHER LICENSEES AND WERE ARBITRARY AND UNREASONABLE BECAUSE THEY REPRESENT THE WILL RATHER THAN THE JUDGMENT OF THE CITY.**

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

67. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

68. Ordinance 10-46 clearly provides that if a retail licensee shall suspend or cease doing business for six consecutive months or more, the retail license shall then and only then be subject to revocation.



69. The City acknowledged and agreed that Plaintiff conducted Business on October 3, 2022, and Plaintiff provided uncontroverted testimony at the Hearing that Plaintiff operated the Business at the Premises on the Continuous Business Day, thereby complying with Ordinance 10-46.

70. Ordinance 10-46 has in the past consistently been interpreted by the Office of the City Attorney for the City of Sheboygan to require only operation of Business with the sale of alcohol to members of the public on a single day within not more than a six (6) month period.

71. City Attorney Adams provided an example to the Plaintiff of how Ordinance 10-46 has been applied to other licensees who open for only one day to satisfy the requirement that a licensee not suspend or cease doing business for six months.

72. The Plaintiff has been treated differently from other licensees and such treatment is arbitrary and unreasonable.

73. Therefore, this Court should reverse the decision of the Committee and the City Council and order the City Council to reissue the License to the Plaintiff for the Premises.

**FIFTH CLAIM - CITY HAS FAILED TO ADHERE TO ITS ORDINANCE AND CHAPTER 125 OF THE WISCONSIN STATUTES.**

As and for a fourth cause of action against City, Plaintiff alleges and shows to the Court as follows:

74. Plaintiff reiterates and realleges all of the allegations contained in paragraphs 1 through 48 with the same force and effect as though fully set forth herein.

75. Plaintiff requested in writing on at least two occasions, the Objection Letter and the Transcript Request Letter, that City provide a transcript of the Hearing, as required by Section 125.12(2)(b)2., Wis. Stats., and City has failed and refused to provide the transcript.

76. Plaintiff is entitled to the re-issuance by the City of a License for the Premises pursuant to the four claims set forth above, but City may fail or refuse to issue the License to the Plaintiff, which prevents Plaintiff from conducting Business.

77. The preparation of a transcript of the Hearing and the issuance of the License are not discretionary actions.

78. A writ of mandamus requiring the City to provide a transcript of the Hearing to Plaintiff and to issue the License to the Plaintiff for the Premises provides the City with a clear and concise direction in a ministerial action.

79. Therefore, this Court should issue a writ of mandamus requiring the City to provide a transcript of the Hearing to the Plaintiff and to issue the License to the Plaintiff for the Premises, or in the alternative, retain jurisdiction in this matter to confirm that City has complied with its other orders.

WHEREFORE, One More Time, LLC respectfully requests the following relief:

- A. That a Writ of Certiorari be granted and issued by this Court directed to the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council, the record and proceedings of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein be certified and transmitted to this Court;
- B. Review and reversal of the decisions of the Quasi-Judicial Hearing conducted on June 8, 2022 before the City of Sheboygan Licensing, Hearings and Public Safety Committee and the June 20, 2022 City of Sheboygan Common Council at issue herein;
- C. That the City of Sheboygan Clerk, City of Sheboygan Licensing Clerk, and City of Sheboygan Common Council be ordered and directed to reissue to One More Time, LLC the City of Sheboygan Alcohol Beverage License No. 2301 previously held by Plaintiff;
- D. In the alternative and in the event that only the second claim of Plaintiff be found in favor of, that City of Sheboygan Licensing, Hearings and Public Safety Committee and the City of Sheboygan Common Council be ordered to conduct a de novo hearing without involvement of attorneys with conflicts;
- E. For the costs and disbursements of this action as provided by law; and
- F. For such other and further relief as the court deems just and proper.

Dated this 20th day of July, 2022.

MAYER LAW FIRM, S. C.



By

Peter R. Mayer  
State Bar No. 1009680  
Attorney for One More Time, LLC

Mayer Law Firm, S. C.  
502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081  
Telephone (920) 980-8241  
Facsimile (920) 451-0500  
E-mail: peter@wisclawyer.com

**Fassbender, Melissa**

**From:** Adams, Charles  
**Sent:** Friday, March 11, 2022 10:05 AM  
**To:** Joseph Bonelli  
**Cc:** Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith  
**Subject:** RE: Mojo



Thank you. Can you provide confirmation that among the sales was the sale of alcohol? I would assume so, but we did just have an issue with someone who wanted to only serve food and that does not qualify as "business of the license."

Assuming the confirmation, the six-months would run out on April 3. The transfer would need to take place and the new business be opened by that day.

Chuck

**From:** Joseph Bonelli <mojobar@icloud.com>  
**Sent:** Friday, March 11, 2022 9:56 AM  
**To:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Subject:** Mojo

Good morning Attorney Adams,  
Thanks for taking the time to speak with me yesterday.

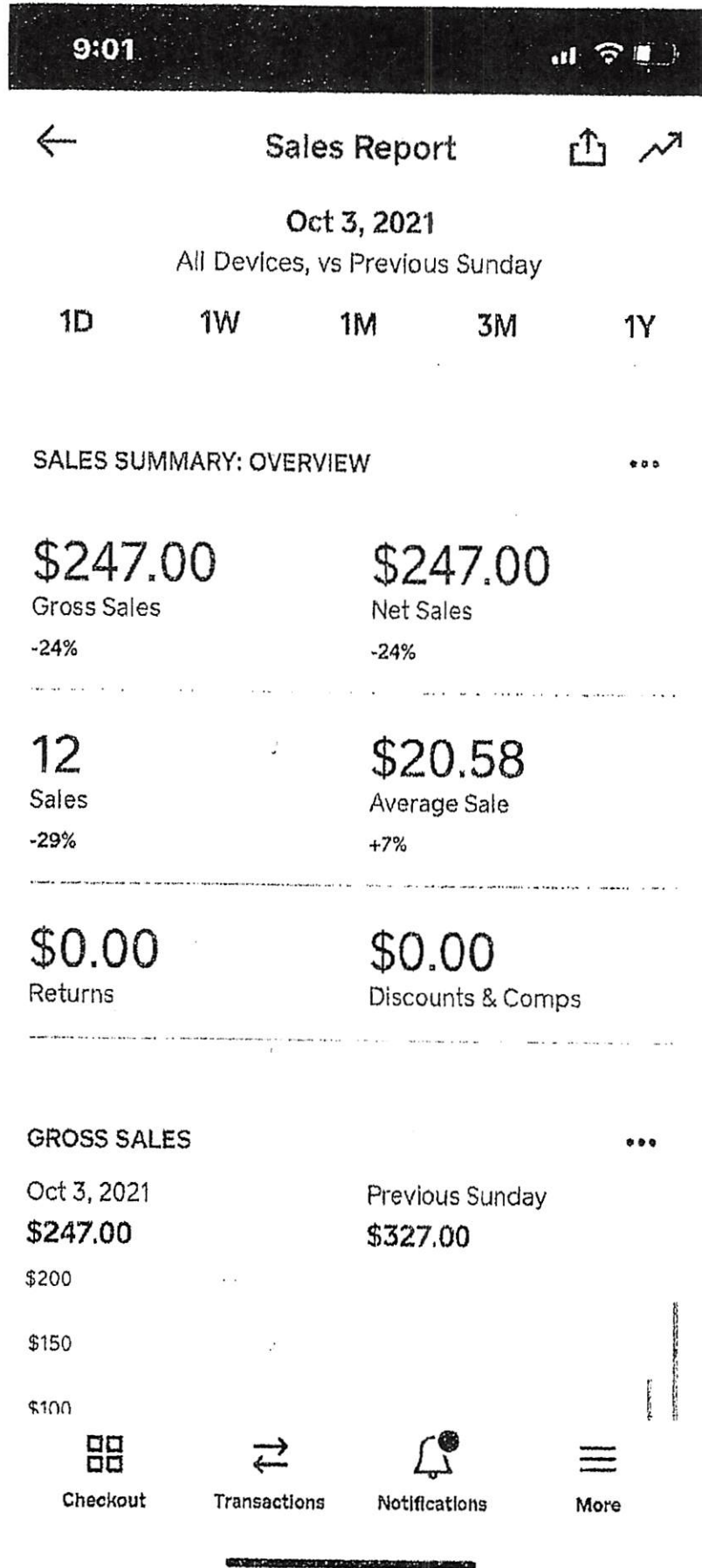
I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli  
920-254-0564

EXHIBIT A  
(4 pages)







**Fassbender, Melissa**

---

**From:** Adams, Charles  
**Sent:** Friday, March 11, 2022 1:03 PM  
**To:** Joseph Bonelli  
**Cc:** Fassbender, Melissa; Hoffman, Kathryn  
**Subject:** RE: Mojo



Got it, thanks!

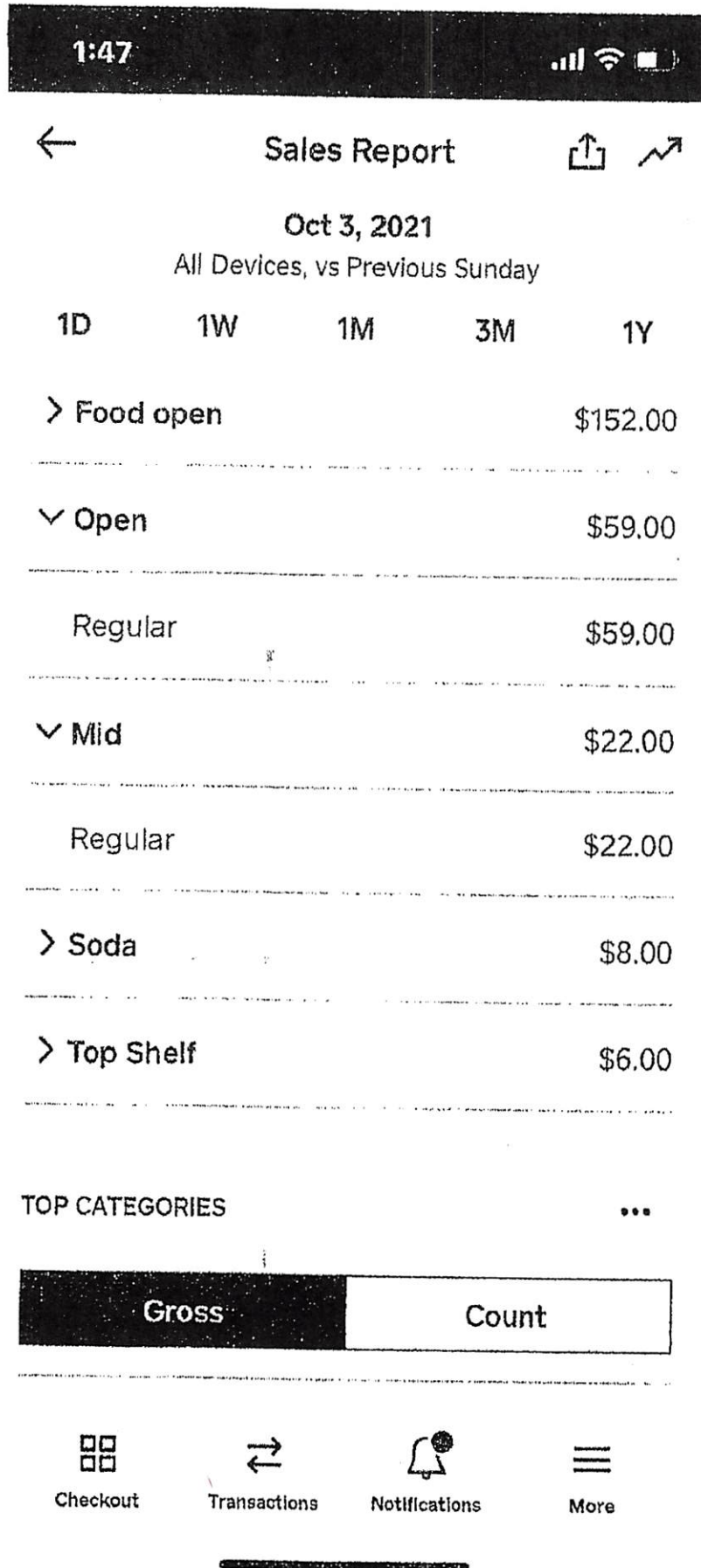
**From:** Joseph Bonelli <mojobar@icloud.com>  
**Sent:** Friday, March 11, 2022 12:54 PM  
**To:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Subject:** Mojo

Hello Attorney Adams,

I just received your email and that completely makes sense. I've attached another breakdown. The areas that are labeled open, mid, and top shelf will pertain to the sales of alcohol.

If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe



## Sec. 10-46. - Cessation of operations.

If any retail licensee shall fail to commence business within six months of granting of a license, or if any retail licensee shall suspend or cease doing business for six consecutive months or more, any or all of said retail licenses held by the licensee shall be subject to revocation by the council after a public hearing, pursuant to Sec. 10-39. The council may, for a good cause shown, extend such six-month period.

(Ord. No. 57-02-03, § 1, 11-18-02)

EXHIBIT B

JAMES O. CONWAY  
JOSEPH J. VOELKNER  
CORRADO CIRILLO  
JOSHUA D. MCKINLEY  
ALVIN R. KLOET (OF COUNSEL)  
JOHN N. GUNDERSON (OF COUNSEL)

OLSEN, KLOET,  
GUNDERSON &  
CONWAY

ATTORNEYS AT LAW

602 NORTH 6TH STREET  
SHEBOYGAN, WI 53081-4695

**EXHIBIT C**  
**(12 pages)**

June 9, 2022

VIA EMAIL

Mr. Joseph Bonelli  
One More Time, LLC  
2148 Allgood Road  
Marietta, GA 30062

RE: IN THE MATTER OF A QUASI-JUDICIAL HEARING TO DETERMINE  
WHETHER ALCOHOL BEVERAGE LICENSE NO. 2301 SHALL BE  
SUSPENDED OR REVOKED  
Joseph P. Bonelli et al

Dear Mr. Bonelli:

Pursuant to my representation at the Quasi-Judicial Hearing which took place on  
June 8, 2022, please find enclosed Exhibits:

1. Email dated March 11, 2022 with attachments;
2. Email dated March 11, 2022 with attachments;
3. Email dated April 22, 2022;
4. Email dated April 25, 2022 with attachments;
5. Email dated April 28, 2022; and
6. Email dated May 6, 2022 with attachments.

If there is any additional material from the existing record that you wish for the City of  
Sheboygan Common Council to provide, please advise and it will be provided immediately.

Thank you for your consideration.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY

Joseph J. Voelkner

JJV/sar  
Enclosure  
cc: Attorney Adams

(via email)



**Fassbender, Melissa**

**From:** Adams, Charles  
**Sent:** Friday, March 11, 2022 10:05 AM  
**To:** Joseph Bonelli  
**Cc:** Fassbender, Melissa; Hoffman, Kathryn; DeBruin, Meredith  
**Subject:** RE: Mojo



Thank you. Can you provide confirmation that among the sales was the sale of alcohol? I would assume so, but we did just have an issue with someone who wanted to only serve food and that does not qualify as "business of the license."

Assuming the confirmation, the six-months would run out on April 3. The transfer would need to take place and the new business be opened by that day.

Chuck

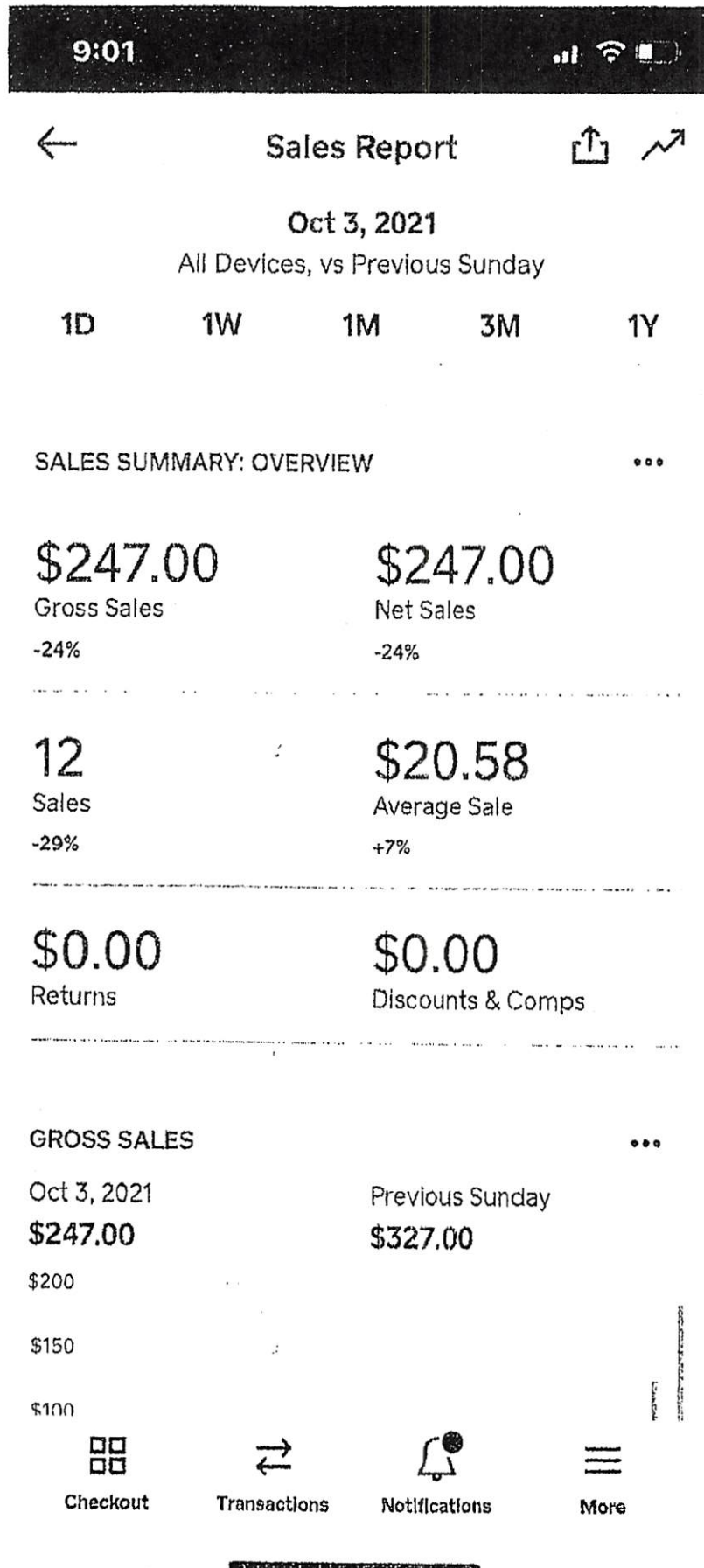
**From:** Joseph Bonelli <mojobar@icloud.com>  
**Sent:** Friday, March 11, 2022 9:56 AM  
**To:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Subject:** Mojo

Good morning Attorney Adams,  
Thanks for taking the time to speak with me yesterday.

I have attached our daily log of October the 3rd 2021, of our point of sale system as per our conversation. Hopefully this will resolve the situation and eliminate the need for the hearing with the common council. In the meantime, I hope to have the transition for the business to be done in the next week or two. At that point I would surrender my license to the new owners. It is critical that we retain our license until that point as the deal we have in place is contingent on the license.

Thanks once again for your time and understanding. Please call with any questions or concerns. Otherwise, I will touch base with you later today.

Joe Bonelli  
920-254-0564



**Fassbender, Melissa**

---

**From:** Adams, Charles  
**Sent:** Friday, March 11, 2022 1:03 PM  
**To:** Joseph Bonelli  
**Cc:** Fassbender, Melissa; Hoffman, Kathryn  
**Subject:** RE: Mojo



Got it, thanks!

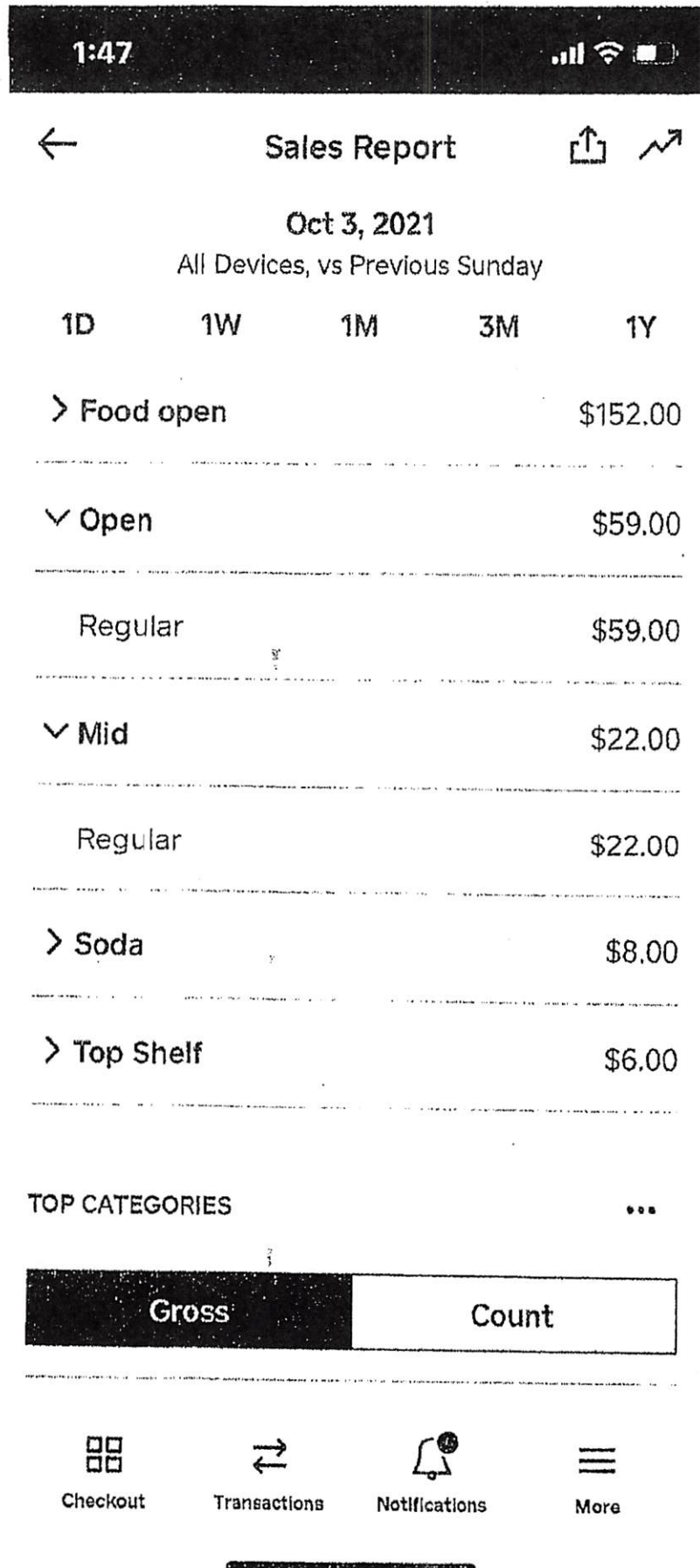
**From:** Joseph Bonelli <mojobar@icloud.com>  
**Sent:** Friday, March 11, 2022 12:54 PM  
**To:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Subject:** Mojo

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If you need anything else please let me know. Otherwise it is getting close to quitting time. Hope you have a great weekend.

Joe

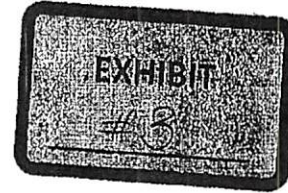




**Fassbender, Melissa**

---

**From:** Fassbender, Melissa  
**Sent:** Friday, April 22, 2022 1:50 PM  
**To:** 'Joe Bonelli'  
**Subject:** Receipts



Good Afternoon Joe,

I just wanted to follow-up with you regarding the day you were open earlier this month. Could you please forward screen shots of the posts you made on social media from that day? Our search options are limited due to security restrictions in place on the city's internet. We have also not yet received your receipts from that day. If you could please submit the receipts as soon as possible as well.

Thank you,

Melissa Fassbender  
Council/Licensing Clerk  
City of Sheboygan  
828 Center Ave Suite 103  
Sheboygan, WI 53081  
(920) 459-3405  
[melissa.fassbender@sheboyganwi.gov](mailto:melissa.fassbender@sheboyganwi.gov)



**Fassbender, Melissa**

---

**From:** Joseph Bonelli <mojobar@me.com>  
**Sent:** Monday, April 25, 2022 12:23 PM  
**To:** Fassbender, Melissa  
**Subject:** Mojo



Hi Melissa,

I got your email. I didn't think about the restrictions of your Internet.

But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.

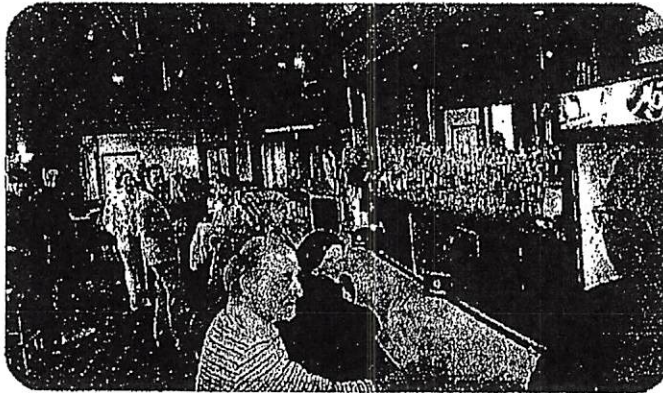
Have a great day.

Joe

1:11

**Joe Bonelli**

Apr 1 · 👤

 **Stephen Irby and 61 others****View previous comments...****Peter Mayer****3w Like Reply****500****Peter Mayer****Write a comment...**

Home



News



Marketplace



Events



Notifications



Menu

1:12

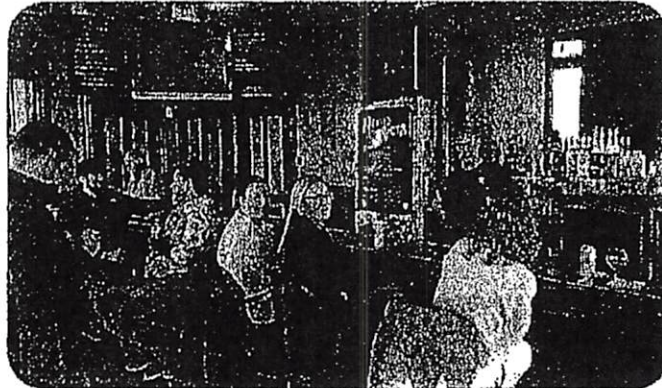
**Joe Bonelli**

Apr 1 · 🧑



3w Like Reply

10

**Peter Mayer**

3w Like Reply

20

**Michelle Walters Perronne**That is not even funny to tease  
us 🙄

3w Like Reply

10

**Karen Cartwright**The little light flashing bottle  
from your open house. It is on  
my frig so I can think of you  
everyday. Miss you lots and  
love you more.

3w Like Reply

20



Write a comment...



Home



News



Marketplace



Events



Notifications



Menu



**Fassbender, Melissa**

---

**From:** Fassbender, Melissa  
**Sent:** Thursday, April 28, 2022 3:46 PM  
**To:** 'Joseph Bonelli'  
**Subject:** RE: Mojo



Hi Joe,

I received the pictures, however, there way to determine when the pictures were taken. Please submit the receipts from the sales that day as soon as possible.

Thank you,

Melissa Fassbender  
Council/Licensing Clerk  
City of Sheboygan  
828 Center Ave Suite 103  
Sheboygan, WI 53081  
(920) 459-3405  
[melissa.fassbender@sheboyganwi.gov](mailto:melissa.fassbender@sheboyganwi.gov)



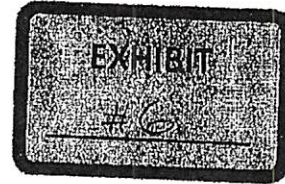
**From:** Joseph Bonelli <mojobar@me.com>  
**Sent:** Monday, April 25, 2022 12:23 PM  
**To:** Fassbender, Melissa <Melissa.Fassbender@sheboyganwi.gov>  
**Subject:** Mojo

Hi Melissa,  
I got your email. I didn't think about the restrictions of your Internet.  
But here are some pictures of my FB. Showing an ad and some customers enjoying themselves on Friday 4/1. I'll give you a shout a little later to make sure you received this.  
Have a great day.  
Joe

**Fassbender, Melissa**

---

**From:** Joseph Bonelli <mojobar@me.com>  
**Sent:** Friday, May 6, 2022 11:42 AM  
**To:** Fassbender, Melissa  
**Subject:** 4/1/2022 sales  
**Attachments:** IMG\_0624.heic



Hey Melissa,

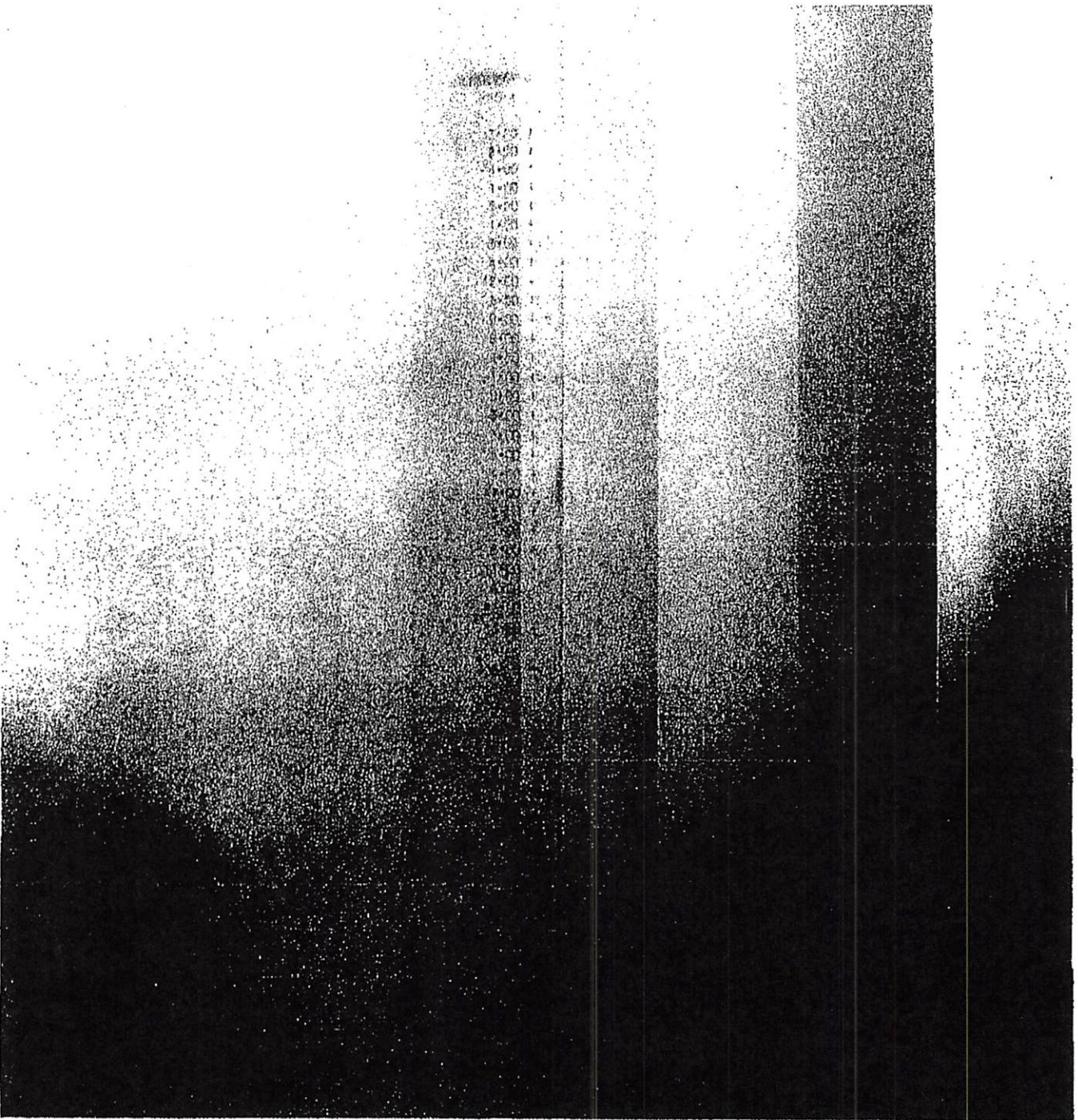
So sorry this didn't send for some reason. These are the sales from 4/1/2022. I sent over the pictures of our Facebook ad and the pictures of our customers on 4/1.

I know this is a pretty generic tally of our sales. But we cleared out our POS and couldn't get it going in a short turnaround and had to use our old school registers.

Hope all is well. Please let me know if you need anything else.

Thanks  
Joe

Sent from my iPhone





AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN       )  
  ) ss.  
COUNTY OF SHEBOYGAN    )

EXHIBIT D  
(9 pages)

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Joseph P. Bonelli.
2. I currently reside at the following address: <sup>825</sup>~~253~~ Beachfront Drive, Sheboygan, WI 53081.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. I am the owner and sole member of the Wisconsin limited liability company One More Time, LLC, which holds the City of Sheboygan Alcohol Beverage License No. 2301 (the "License") relating to the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises").
5. After receipt of an inquiry relating to compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"), I contacted Attorney Charles Adams to inform him that I was attempting to sell the Business, wanted to maintain the License until a buyer obtained the transfer of the licenses for the Business, discuss compliance with the Ordinance, and asked him for his recommendation on how I could prove that I was in compliance with the Ordinance.
6. On March 31, 2022, commencing at 11:45 AM, I had a 20-minute telephone call with Attorney Adams (the "March Advice Call"), and during the March Advice Call Attorney Adams stated that I could either request an extension by the City Common Council or open for business to the public again within six (6) months of the last date of business.
7. During the March Advice Call, Attorney Adams stated that an extension by City Common Council was discretionary, but that opening for business to the public would not be subject to discretionary determination.
8. During the March Advice Call, Attorney Adams recommended that the Business could simply open for business to the public for one day within the six months and used as an example the action by Curt Hinz, another holder of a City liquor license, to reopen for one day.
9. I viewed the information provided by Attorney Adams as legal advice.
10. Attorney Adams did not inform me at any time during the March Advice Call that he was not my lawyer, that he was not giving me legal advice, or that I should consult with a lawyer.
11. I placed numerous additional calls to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance.



12. Attached hereto is a true and correct redacted call log from my cell phone provider (the "Call Log"), confirming the March Advice Call and the calls I placed to the office of the City Attorney and to the City Licensing Clerk after the Business was open on April 1, 2022, to verify that nothing further would be required to prove compliance with the Ordinance (the "Verification Calls").

13. During the Verification Calls, the Licensing Clerk informed me that I would have to talk to Attorney Adams, Attorney Adams assistant informed me that I would have to talk to Attorney Adams, and after the March Advice Call, Attorney Adams did not take my calls or return my calls.

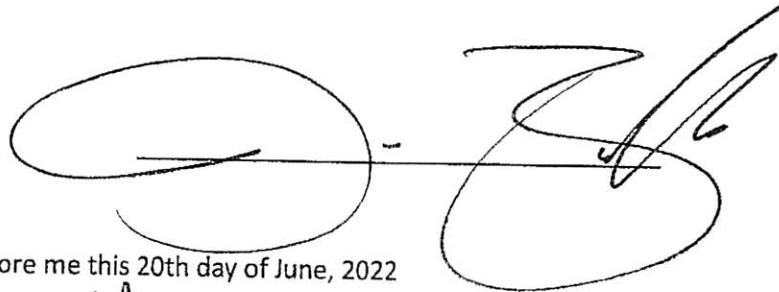
14. Attorney Adams did not respond to the Verification Calls between April 4, 2022 and June 7, 2022, until he sent me an e-mail in reply the day before the Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing") before the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee"), when he stated that he would now be representing the complainant in a complaint against me claiming that the Business was in violation of the Ordinance despite the Business being open for business to the public as he recommended and advised me to do.

15. I objected to the involvement of both Attorneys Adams and Voelkner at the Hearing at the first available opportunity due to their conflicts.

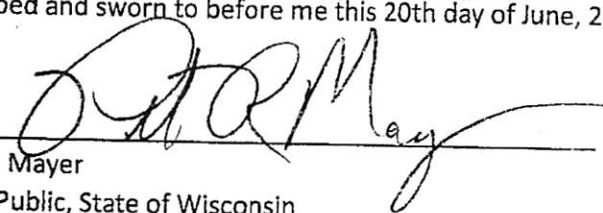
16. In addition to overturning the revocation, I requested and continue to desire that the License be renewed so that I can reopen the Business to operate on a regular basis.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



Subscribed and sworn to before me this 20th day of June, 2022

  
Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.



12 - 920-459-3917 \*

1 - 920-459-3919 \*

4 - 920-459-3405 \*\*

3 - 920-459-3917 \*

5/23, 6/7, 6/14

2 - 920-459-3364 \*\*\*

5/26, 5/27

\* Atty Adams

\*\* City Clerk

\*\*\* Meredith DeBruin



**Detail of Voice Usage: Unlimited Data Plan** (Continued)

6 of 23

Line	Date	Time	Calls To	Number	Feature	Per-	Min	Alt	Toll	Adtl	Amount	Line	Date	Time	Calls To	Number	Feature	Per-	Min	Alt	Toll	Adtl	Amount
58	03/06	10:22AM	INCOMING	718-236-7700			2	0.00			0.00	113	03/13	12:18PM	INCOMING	820-880-3373			1	0.00			0.00
59	03/06	10:22AM	INCOMING	718-236-7700			2	0.00			0.00	114	03/13	12:18PM	INCOMING	820-880-3373			1	0.00			0.00
60	03/07	08:38AM	ATLANTA RM	710-500-1853			3	0.00			0.00	115	03/14	08:57AM	INCOMING	820-880-3373			2	0.00			0.00
61	03/07	10:15AM	INCOMING	858-272-1083			1	0.00			0.00	117	03/14	08:55AM	MOBILE	833-345-6301			4	0.00			0.00
62	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	119	03/14	10:07AM	CABLE SVC	858-272-1083			4	0.00			0.00
63	03/07	10:15AM	INCOMING	443-658-2621			1	0.00			0.00	120	03/14	10:07AM	INCOMING	858-272-1083			4	0.00			0.00
64	03/07	10:15AM	INCOMING	710-210-1017			1	0.00			0.00	121	03/14	10:07AM	INCOMING	858-272-1083			4	0.00			0.00
65	03/07	10:15AM	INCOMING	858-272-1083			1	0.00			0.00	122	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
66	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	123	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
67	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	124	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
68	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	125	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
69	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	126	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
70	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	127	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
71	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	128	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
72	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	129	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
73	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	130	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
74	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	131	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
75	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	132	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
76	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	133	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
77	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	134	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
78	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	135	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
79	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	136	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
80	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	137	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
81	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	138	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
82	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	139	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
83	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	140	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
84	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	141	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
85	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	142	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
86	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	143	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
87	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	144	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
88	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	145	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
89	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	146	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
90	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	147	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
91	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	148	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
92	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	149	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
93	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	150	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
94	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	151	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
95	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	152	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
96	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	153	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
97	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	154	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
98	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	155	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
99	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	156	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
100	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	157	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
101	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	158	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
102	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	159	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
103	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	160	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
104	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	161	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
105	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	162	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
106	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	163	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
107	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	164	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
108	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	165	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
109	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	166	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
110	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	167	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
111	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	168	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
112	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	169	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
113	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	170	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
114	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	171	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
115	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	172	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
116	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	173	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
117	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	174	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
118	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	175	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
119	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	176	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
120	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	177	03/14	12:24PM	INCOMING	858-272-1083			4	0.00			0.00
121	03/07	10:15AM	INCOMING	470-625-4082			1	0.00			0.00	178	03/14	1									



Page A 4 of 24  
Account Number: 853841680  
Bill Date: 04/24/22  
Invoice Number: 0514412500

**Detail of Voice/Landline Unlimited Data Plan (Continued)**

Line	Date	Time	Call To	Number	Feature	Per-	Min	Airtime	Toll	Adtl	Amount
				Called	lod			Charge	Charge		
1	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
2	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
3	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
4	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
5	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
6	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
7	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
8	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
9	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
10	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
11	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
12	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
13	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
14	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
15	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
16	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
17	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
18	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
19	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
20	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
21	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
22	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
23	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
24	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
25	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
26	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
27	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
28	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
29	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
30	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
31	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
32	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
33	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
34	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00
35	03/21	07:14M	MOBILE	920-459-3917			20	0:00			0.00



**Data11 or Voice Usage: Unlimited Data Plan**  
**Joseph P. Bonelli**

Page A 6 of 24  
Account Number: 853B41860  
Bill Date: 04/24/22  
Invoice Number: 0504932600

Line	Date	Time	Call To	Number	Feature	Per- led	Min	Airtime	Toll	Addl	Amount	Line	Date	Time	Call To	Number	Feature	Per- led	Min	Airtime	Toll	Addl	Amount
88	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	89	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
90	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	91	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
92	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	93	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
94	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	95	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
97	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	98	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
100	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	101	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
103	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	104	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
106	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	107	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
109	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	110	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
112	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	113	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
115	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	116	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
118	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	119	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
121	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	122	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
124	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	125	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
127	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	128	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
130	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	131	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
133	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	134	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
136	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	137	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
139	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	140	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
142	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	143	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
145	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	146	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
148	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	149	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
151	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	152	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
154	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	155	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
157	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	158	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
160	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	161	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
163	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	164	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
166	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	167	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
169	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	170	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
172	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	173	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
175	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	176	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
178	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	179	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
181	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	182	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
184	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	185	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
187	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	188	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
190	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	191	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
193	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	194	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
196	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	197	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
199	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	200	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
202	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	203	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
205	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	206	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
208	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	209	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
211	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	212	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
214	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	215	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
217	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	218	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
220	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	221	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
223	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	224	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
226	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	227	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
229	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	230	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
232	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	233	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
235	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	236	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
238	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	239	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
241	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	242	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
244	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	245	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
247	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	248	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
250	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	251	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
253	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	254	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
256	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	257	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
259	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	260	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
262	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	263	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
265	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	266	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00
268	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405			3	0.00			0.00	269	04/15	11:21 AM	SHEDOVAN	WI 920-459-3405</							



Page A 4 of 22  
Account Number: 853841660  
Bill Date: 05/24/22  
Invoice Number: 0610731006

**Detail of Voice Usage Unlimited Data Plan (Continued)**  
Joseph P. Bonnell

Line	Date	Time	Calls To	Number	Feature	Per-	Mn	Airtime	Toll	Addl	Amount
56	04/28	1:37AM	DELT	OH 933-2-9433			5	0.00			0.00
57	04/28	11:11AM	DELT	WI 920-489-7063			27	0.00			0.00
58	04/28	11:40AM	DELT	WI 920-489-7063			1	0.00			0.00
59	04/28	12:05PM	DELT	WI 920-489-7063			6	0.00			0.00
60	04/28	12:15PM	DELT	WI 920-489-7063			1	0.00			0.00
61	04/28	12:17PM	DELT	WI 920-489-7063			2	0.00			0.00
62	04/28	1:02PM	DELT	WI 920-489-7063			1	0.00			0.00
63	04/28	1:06PM	DELT	WI 920-489-7063			3	0.00			0.00
64	04/28	1:11PM	DELT	WI 920-489-7063			2	0.00			0.00
65	04/28	1:13PM	DELT	WI 920-489-7063			1	0.00			0.00
66	04/28	1:25PM	DELT	WI 920-489-7063			1	0.00			0.00
67	04/28	1:32PM	DELT	WI 920-489-7063			3	0.00			0.00
68	04/28	1:34PM	DELT	WI 920-489-7063			7	0.00			0.00
69	04/28	1:34PM	DELT	WI 920-489-7063			1	0.00			0.00
70	04/28	1:22PM	DELT	WI 920-489-7063			17	0.00			0.00
71	04/28	1:22PM	DELT	WI 920-489-7063			4	0.00			0.00
72	04/28	1:23PM	DELT	WI 920-489-7063			43	0.00			0.00
73	04/28	1:11PM	DELT	WI 920-489-7063			1	0.00			0.00
74	04/28	1:13PM	DELT	WI 920-489-7063			2	0.00			0.00
75	04/28	1:13PM	DELT	WI 920-489-7063			2	0.00			0.00
76	04/28	1:13PM	DELT	WI 920-489-7063			1	0.00			0.00
77	04/28	1:13PM	DELT	WI 920-489-7063			1	0.00			0.00
78	04/28	1:13PM	DELT	WI 920-489-7063			2	0.00			0.00
79	04/28	1:13PM	DELT	WI 920-489-7063			1	0.00			0.00
80	04/28	1:13PM	DELT	WI 920-489-7063			2	0.00			0.00
81	04/28	1:13PM	DELT	WI 920-489-7063			4	0.00			0.00
82	04/28	1:13PM	DELT	WI 920-489-7063			72	0.00			0.00
83	05/02	11:11AM	DELT	WI 920-489-7063			16	0.00			0.00
84	05/02	11:11AM	DELT	WI 920-489-7063			8	0.00			0.00
85	05/02	11:40AM	DELT	WI 920-489-7063			2	0.00			0.00
86	05/02	11:40AM	DELT	WI 920-489-7063			2	0.00			0.00
87	05/02	11:54AM	DELT	WI 920-489-7063			110	0.00			0.00
88	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
89	05/02	11:54AM	DELT	WI 920-489-7063			2	0.00			0.00
90	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
91	05/02	11:54AM	DELT	WI 920-489-7063			17	0.00			0.00
92	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
93	05/02	11:54AM	DELT	WI 920-489-7063			36	0.00			0.00
94	05/02	11:54AM	DELT	WI 920-489-7063			2	0.00			0.00
95	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
96	05/02	11:54AM	DELT	WI 920-489-7063			2	0.00			0.00
97	05/02	11:54AM	DELT	WI 920-489-7063			2	0.00			0.00
98	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
99	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
100	05/02	11:54AM	DELT	WI 920-489-7063			1	0.00			0.00
101	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
102	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
103	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
104	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
105	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
106	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
107	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
108	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
109	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00
110	05/04	10:15AM	DELT	WI 920-489-7063			1	0.00			0.00







Page A 6 of 22  
Account Number: 853841660  
Bill Date: 05/24/22  
Invoice Number: 0510731006

Detail of Voice Usage Unlimited Data Plan (Continued)

Joseph P. Bonelli

820-254-0564

Line	Date	Time	Cells To	Number	Feature	Per- iod	Min	Airtime Charge	Toll Charge	Add'l Charge	Amount
166	05/21	11:53AM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
167	05/21	12:00PM	MOBILE	844-907-2788		1	0.00	0.00			0.00
168	05/21	12:00PM	MOBILE	844-907-2788		2	0.00	0.00			0.00
169	05/21	12:00PM	MOBILE	844-907-2788		2	0.00	0.00			0.00
170	05/21	12:00PM	MOBILE	844-907-2788		5	0.00	0.00			0.00
171	05/21	10:08AM	MOBILE	844-907-2788		3	0.00	0.00			0.00
172	05/21	11:53AM	ATLANTA, GA	920-459-3817		21	0.00	0.00			0.00
173	05/21	11:53AM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
174	05/21	11:53AM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
175	05/21	11:53AM	ATLANTA, GA	920-459-3817		8	0.00	0.00			0.00
176	05/21	11:53AM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
177	05/21	11:53AM	ATLANTA, GA	920-459-3817		12	0.00	0.00			0.00
178	05/21	12:16PM	ATLANTA, GA	920-459-3817		12	0.00	0.00			0.00
179	05/21	12:16PM	ATLANTA, GA	920-459-3817		43	0.00	0.00			0.00
180	05/21	12:16PM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
181	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
182	05/21	12:16PM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
183	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
184	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
185	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
186	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
187	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
188	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
189	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
190	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
191	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
192	05/21	12:16PM	ATLANTA, GA	920-459-3817		10	0.00	0.00			0.00
193	05/21	12:16PM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
194	05/21	12:16PM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
195	05/21	12:16PM	ATLANTA, GA	920-459-3817		5	0.00	0.00			0.00
196	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
197	05/21	12:16PM	ATLANTA, GA	920-459-3817		6	0.00	0.00			0.00
198	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
199	05/21	12:16PM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
200	05/21	09:40AM	ATLANTA, GA	920-459-3817		4	0.00	0.00			0.00
201	05/21	09:40AM	ATLANTA, GA	920-459-3817		5	0.00	0.00			0.00
202	05/21	09:40AM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
203	05/21	09:40AM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
204	05/21	09:40AM	ATLANTA, GA	920-459-3817		3	0.00	0.00			0.00
205	05/21	09:40AM	ATLANTA, GA	920-459-3817		23	0.00	0.00			0.00
206	05/21	09:40AM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
207	05/21	09:40AM	ATLANTA, GA	920-459-3817		7	0.00	0.00			0.00
208	05/21	09:40AM	ATLANTA, GA	920-459-3817		15	0.00	0.00			0.00
209	05/21	09:40AM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
210	05/21	09:40AM	ATLANTA, GA	920-459-3817		1	0.00	0.00			0.00
211	05/21	09:40AM	ATLANTA, GA	920-459-3817		2	0.00	0.00			0.00
212	05/23	02:58PM	ATLANTA, GA	920-459-3817		13	0.00	0.00			0.00



AFFIDAVIT OF LAURA K. SCHULTZ RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN           )  
  ) ss.  
COUNTY OF SHEBOYGAN       )

**EXHIBIT E**  
**(22 pages)**

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Laura K. Schultz.

2. I reside at the following address: 7415 Scheffler Rd. Newton, WI 53006

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. I am a licensed bartender holding a current, valid server's license in the City of Sheboygan.

6. On the Business Date, the Tavern was open for business to the public and drinks with alcohol were prepared, served and sold to members of the public.

7. Payment for the drinks was received by the Tavern.

8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Laura K. Schultz

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer  
Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.



Exhibit to  
Affidavit Relating to Operation of Tavern

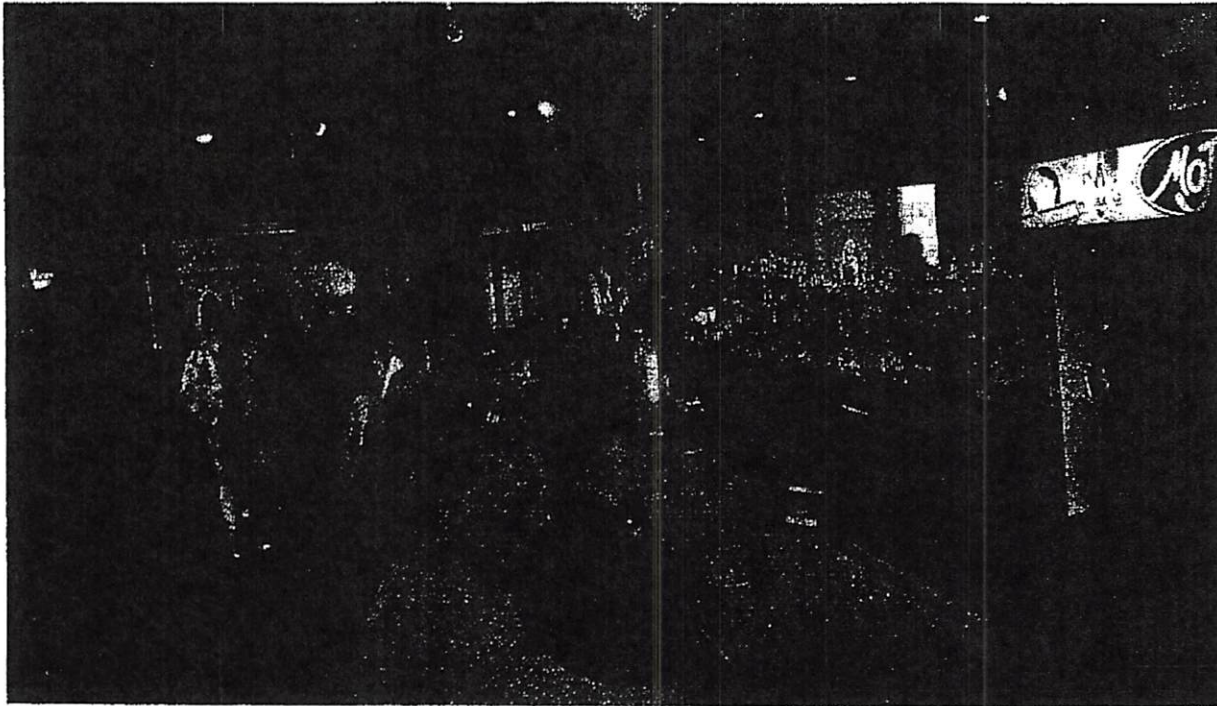


Exhibit to  
Affidavit Relating to Operation of Tavern

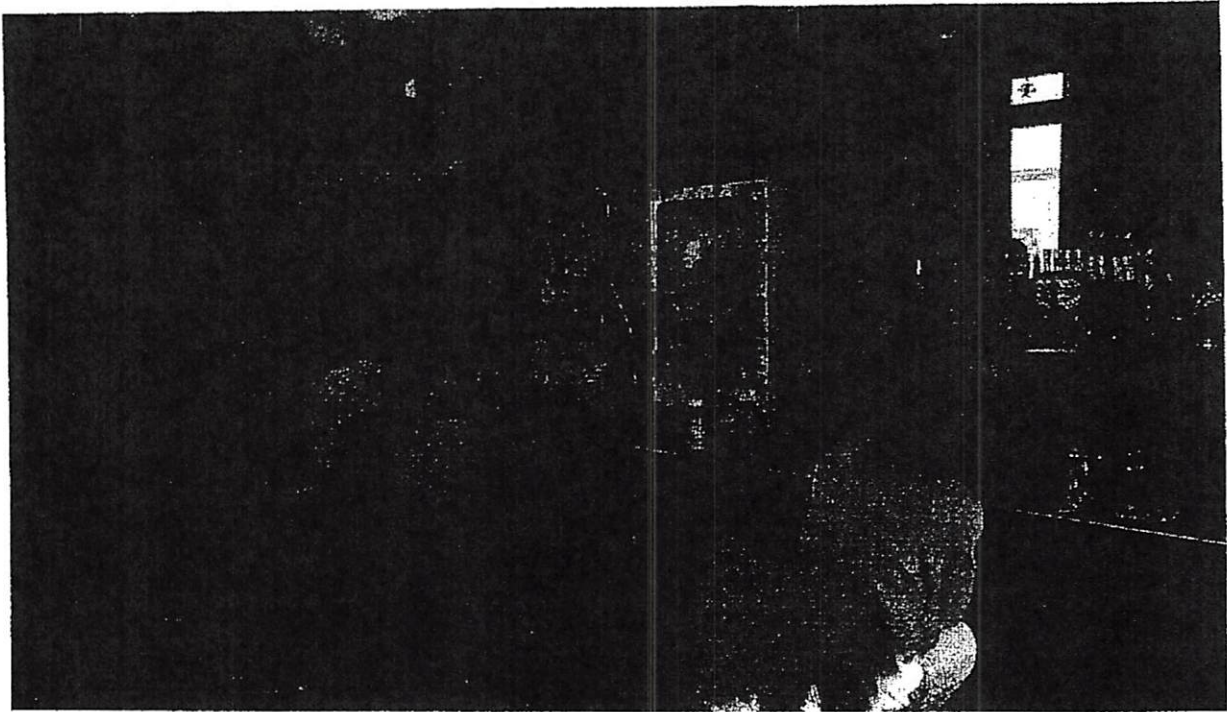




Exhibit to  
Affidavit Relating to Operation of Tavern

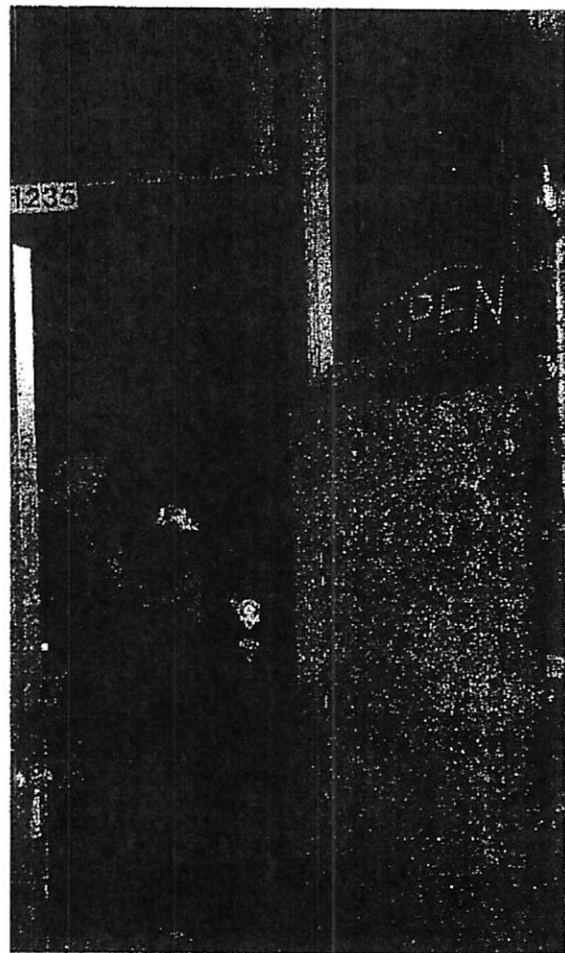
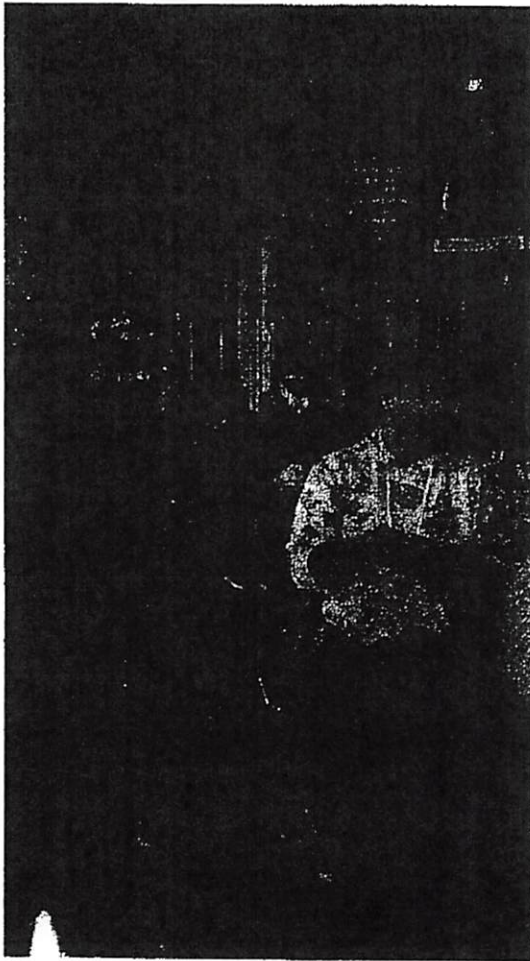
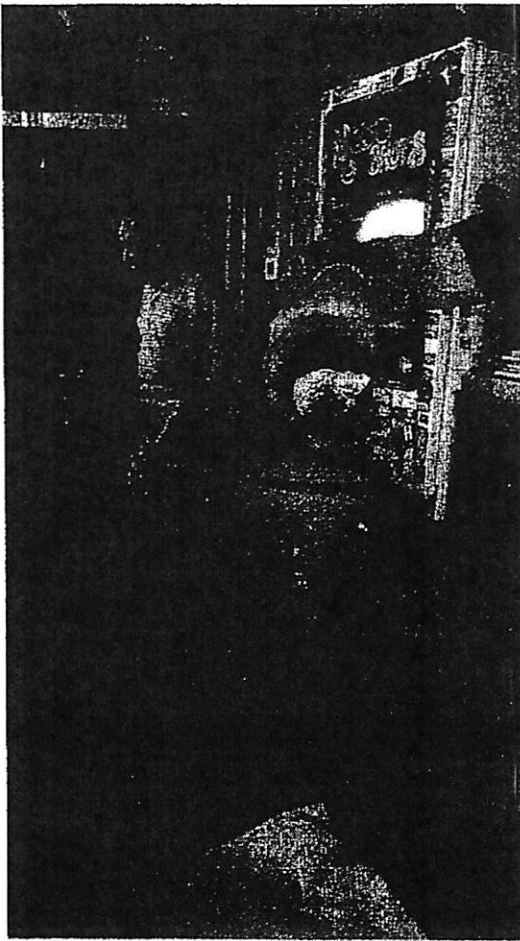




Exhibit to  
Affidavit Relating to Operation of Tavern



**AFFIDAVIT OF SCOTT JELINEK ZITTEL RELATING TO OPERATION OF TAVERN**

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF SHEBOYGAN        )

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Scott Jelinek Zittel.
2. I reside at the following address: 4600 Nicole Lane, Sheboygan, WI 53083.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").
5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public, and I reviewed the license of Laura K. Schultz prior to the time that the Tavern was open for business, to confirm that the license was a valid and current City of Sheboygan license.
6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.
7. The Tavern was open to the public on the Business Date.
8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Subscribed and sworn to before me this 20<sup>th</sup> day of June, 2022

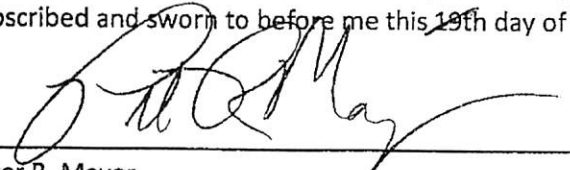
  
Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.



Exhibit to  
Affidavit Relating to Operation of Tavern

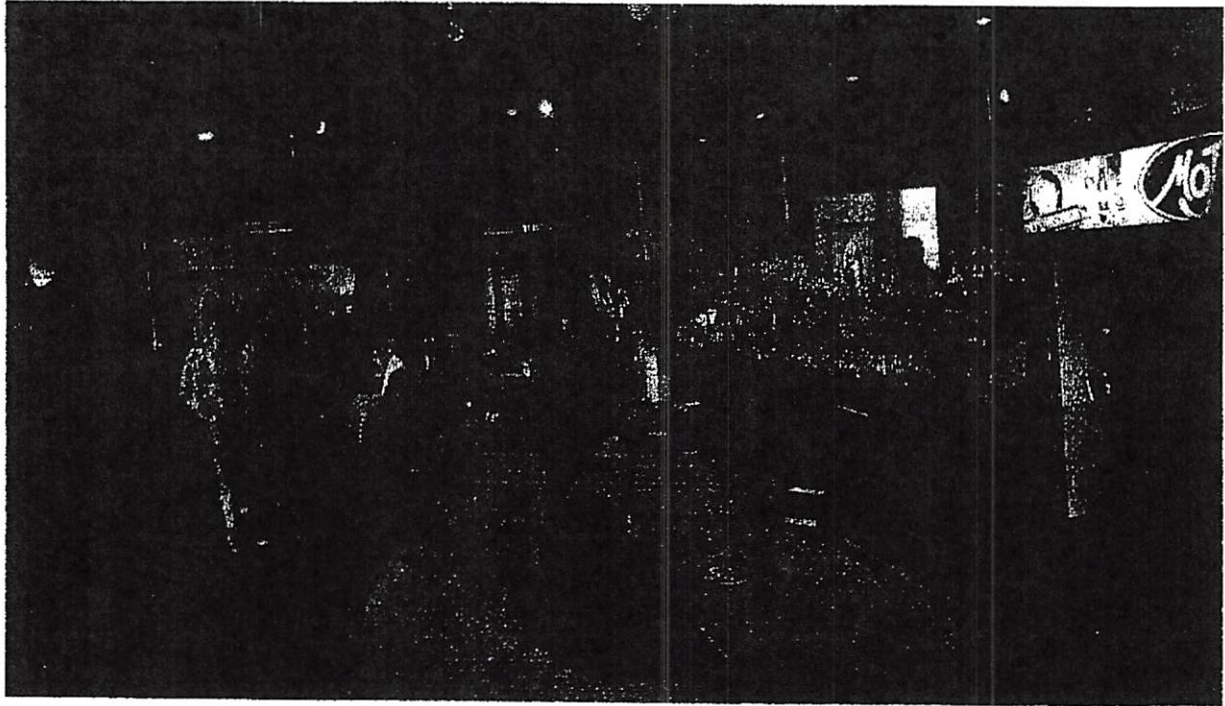




Exhibit to  
Affidavit Relating to Operation of Tavern

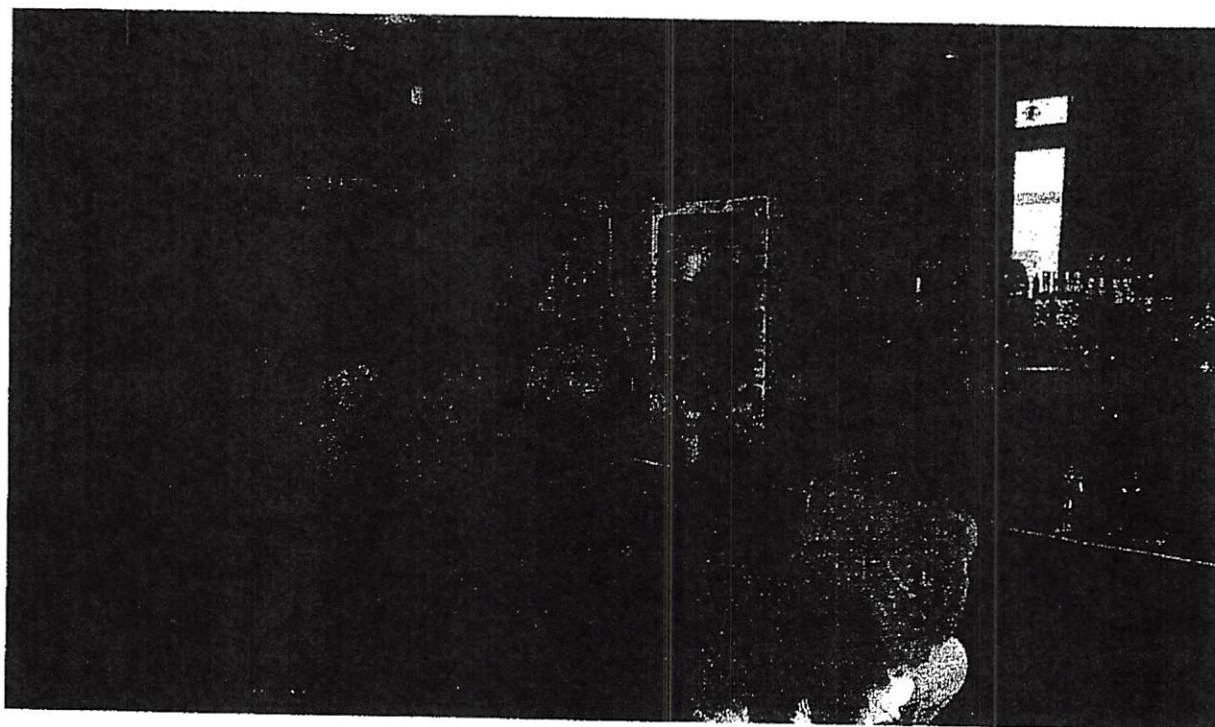




Exhibit to  
Affidavit Relating to Operation of Tavern

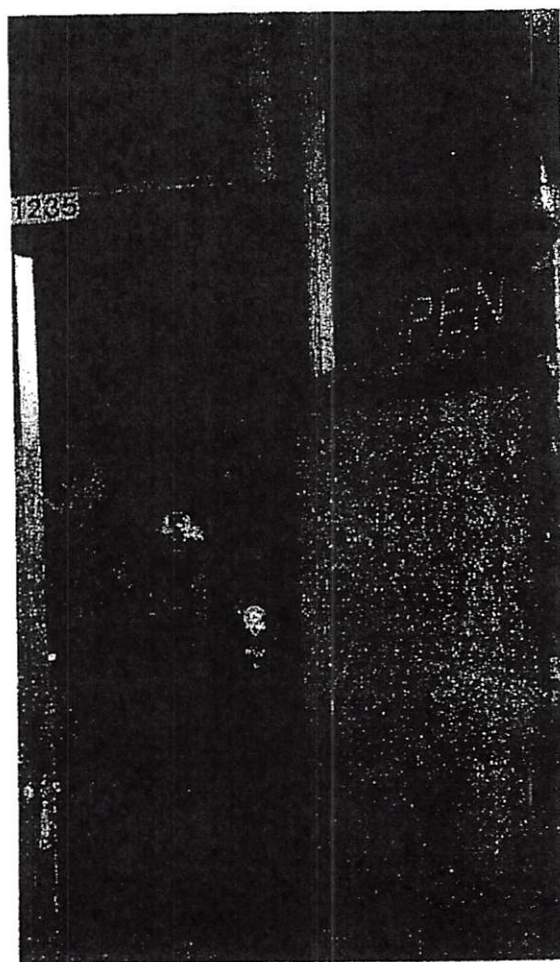
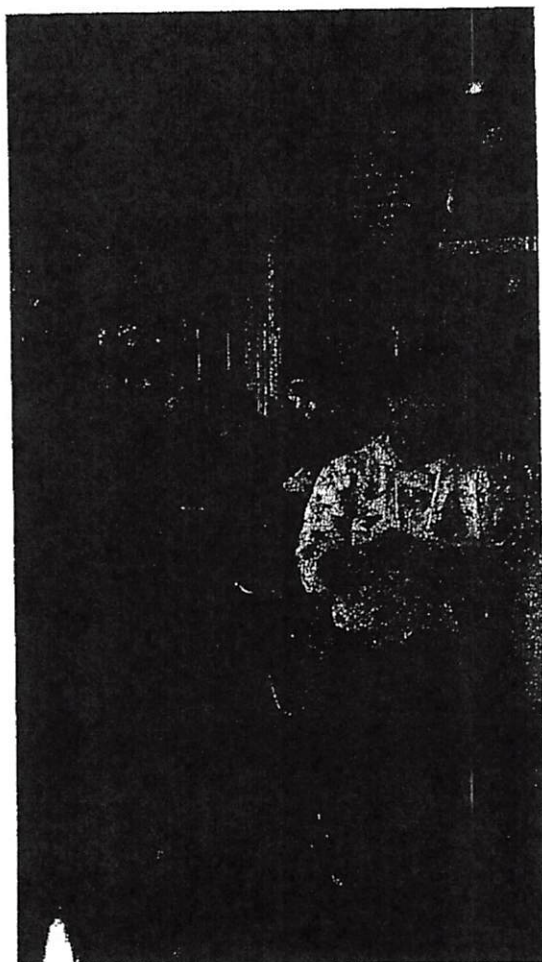
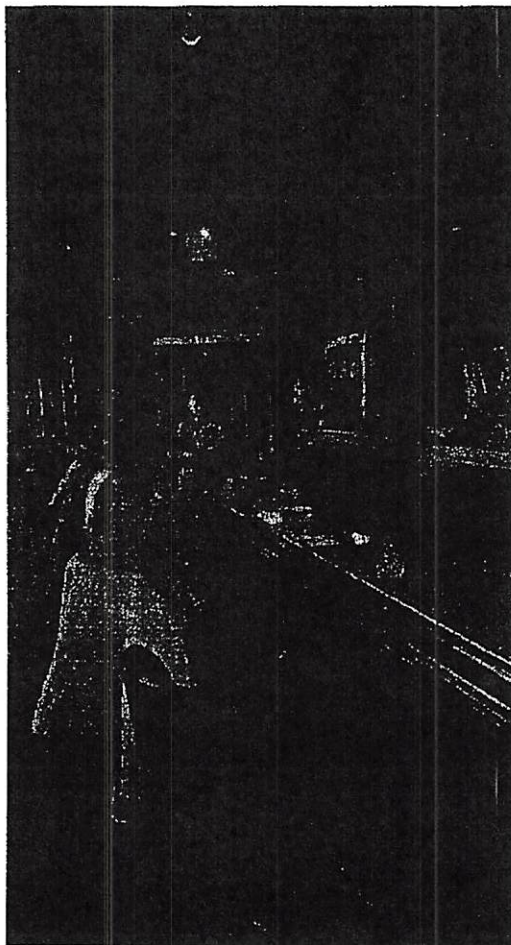
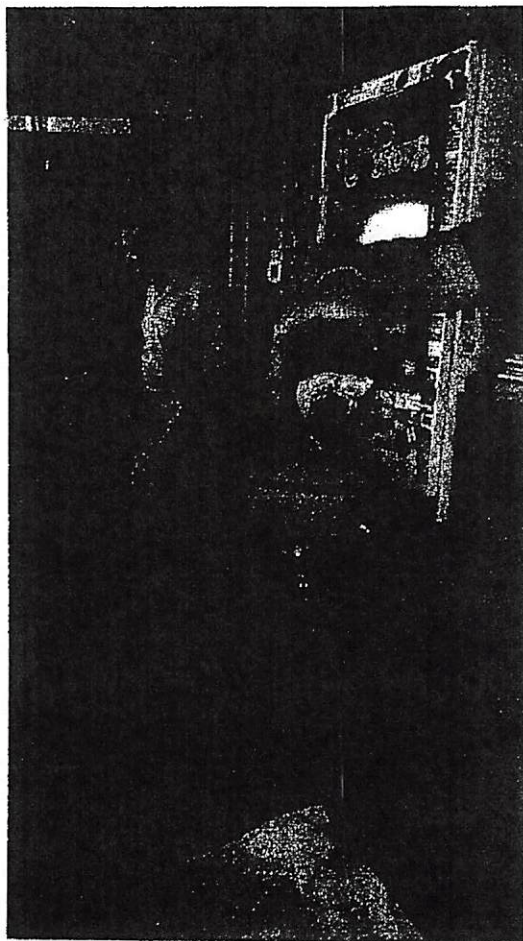


Exhibit to  
Affidavit Relating to Operation of Tavern



**AFFIDAVIT RELATING TO OPERATION OF TAVERN**

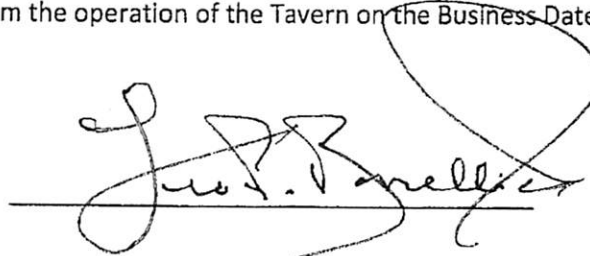
STATE OF WISCONSIN       )  
  ) ss.  
COUNTY OF SHEBOYGAN    )

The undersigned, being first duly sworn on oath, deposes and states:

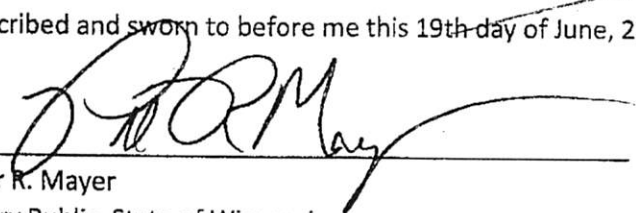
1. My name is Leo P. Bonelli Jr
2. I reside at the following address: 2417 W. Koning Dr.
3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.
4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was present at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").
5. I assisted Laura K. Schultz, the licensed bartender, in preparing, serving and selling drinks to members of the public.
6. I received payment for the drinks purchased and provided the funds at the end of the night to the Tavern operator.
7. The Tavern was open to the public on the Business Date.
8. Attached to this Affidavit are photographs of me and customers physically present on the Business Date in the interior of the Tavern when it was open to the public on the Business Date.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



Subscribed and sworn to before me this 19th day of June, 2022



Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.



Exhibit to  
Affidavit Relating to Operation of Tavern

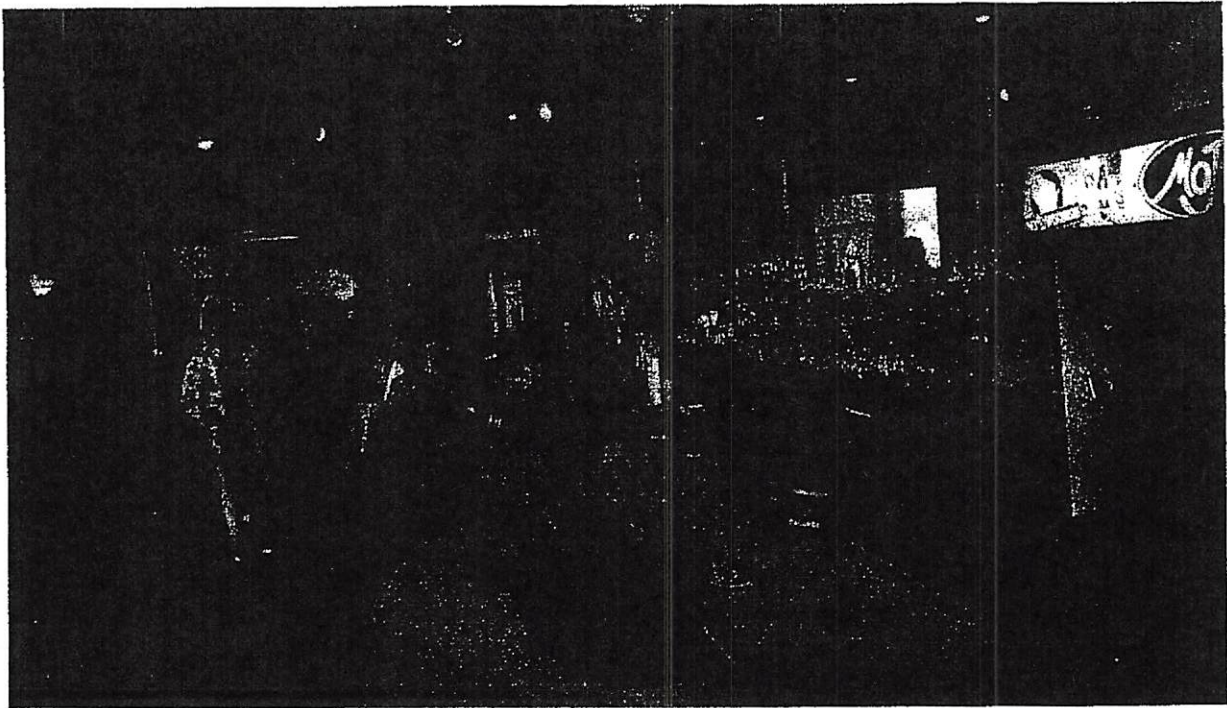




Exhibit to  
Affidavit Relating to Operation of Tavern

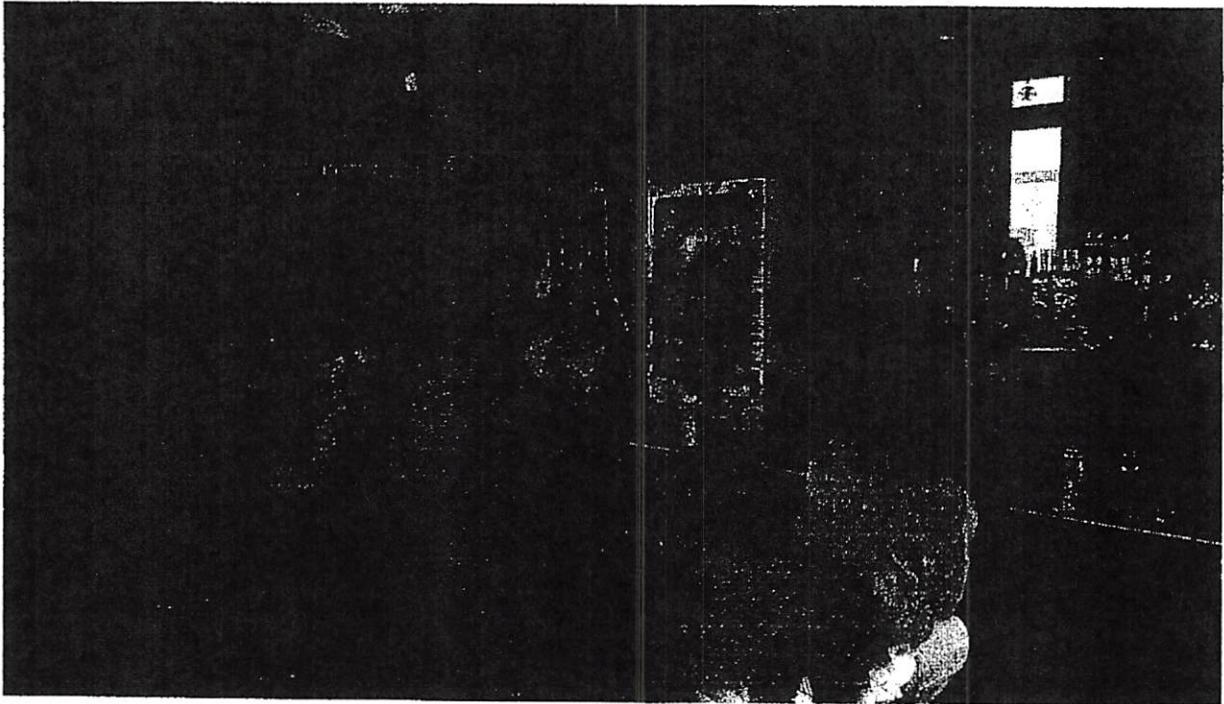


Exhibit to  
Affidavit Relating to Operation of Tavern

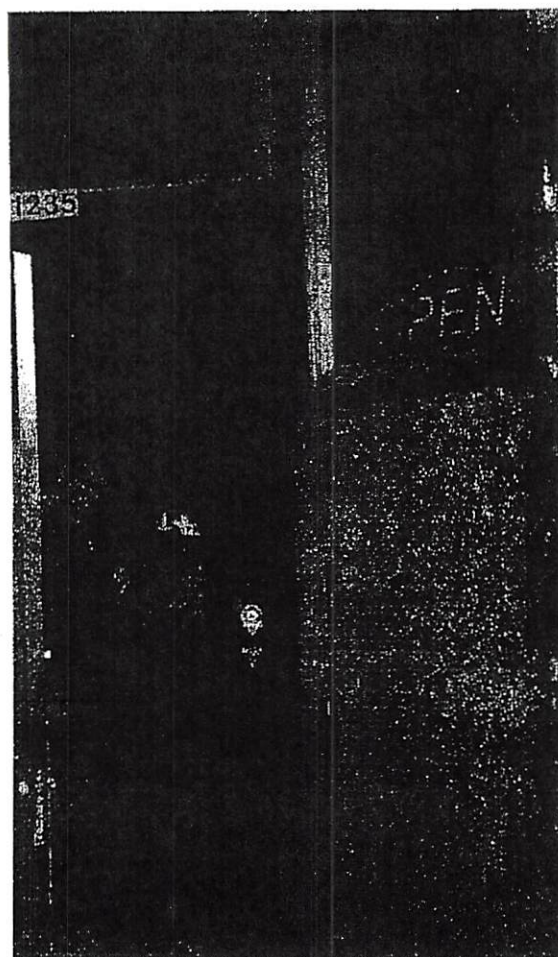
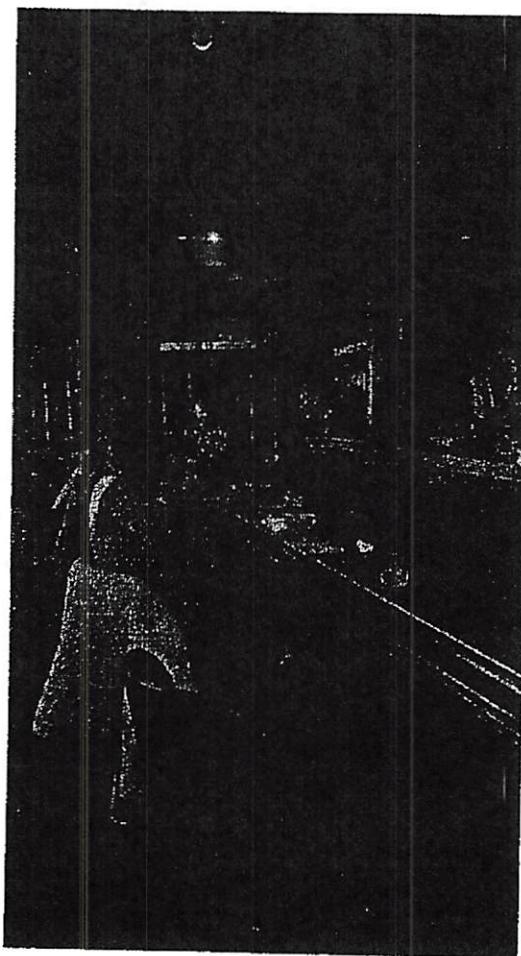
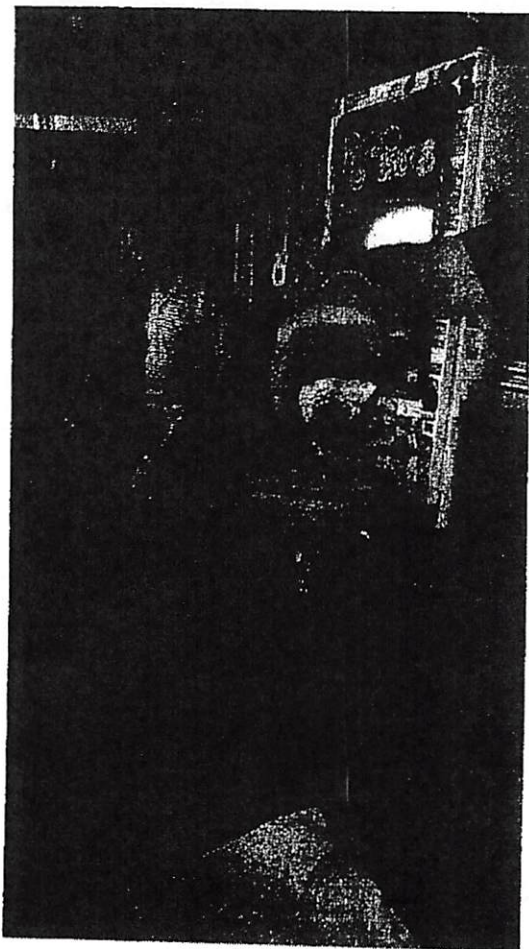


Exhibit to  
Affidavit Relating to Operation of Tavern





AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN           )  
  ) ss  
COUNTY OF SHEBOYGAN       )

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Charlie Vanbiakle

2. I reside at the following address:

2409 Mayflower Ave Sheboygan WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

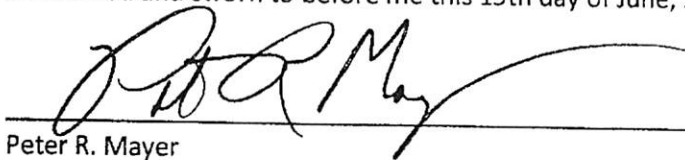
6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not



Subscribed and sworn to before me this 19th day of June, 2022

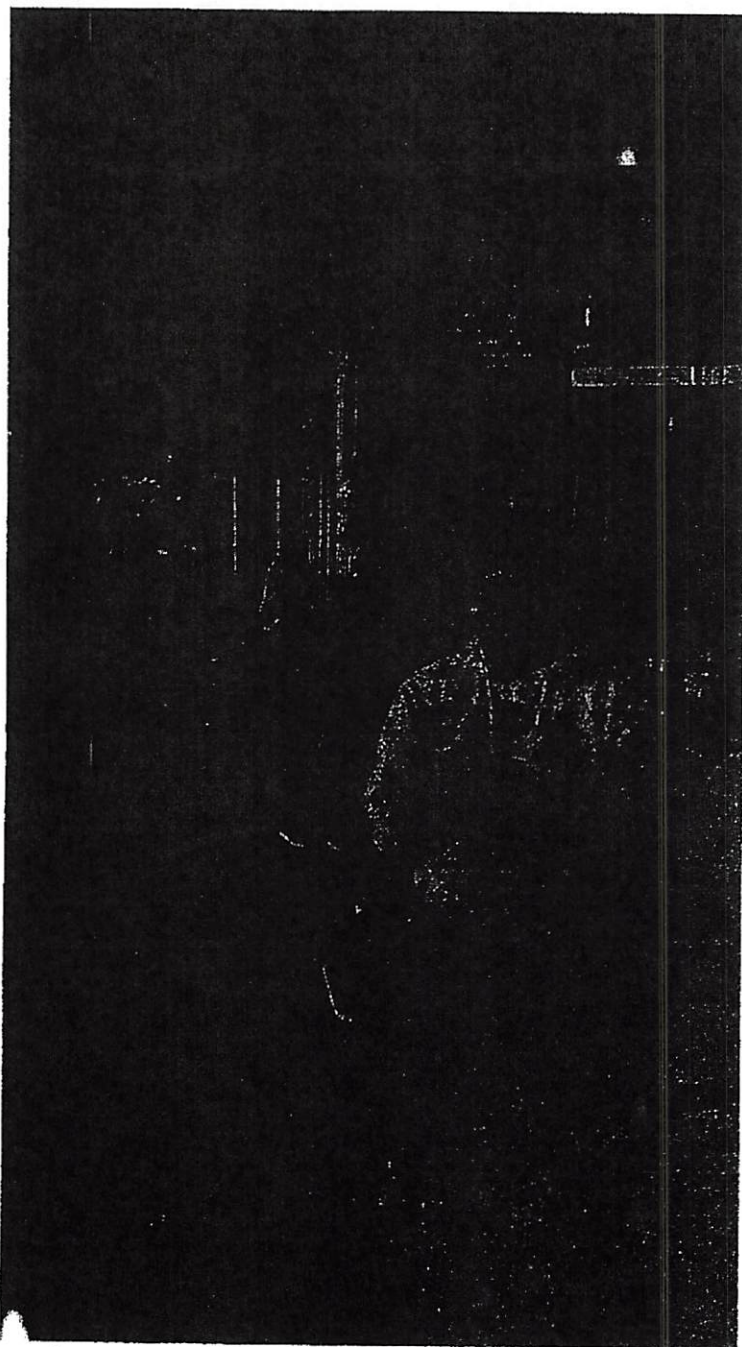


Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.





Exhibit to  
Affidavit Relating to Operation of Tavern



Charlie VanGintke

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF SHEBOYGAN        )

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Nicole VanGinkel

2. I reside at the following address:

2401 Mayflower Ave, Sheboygan, WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

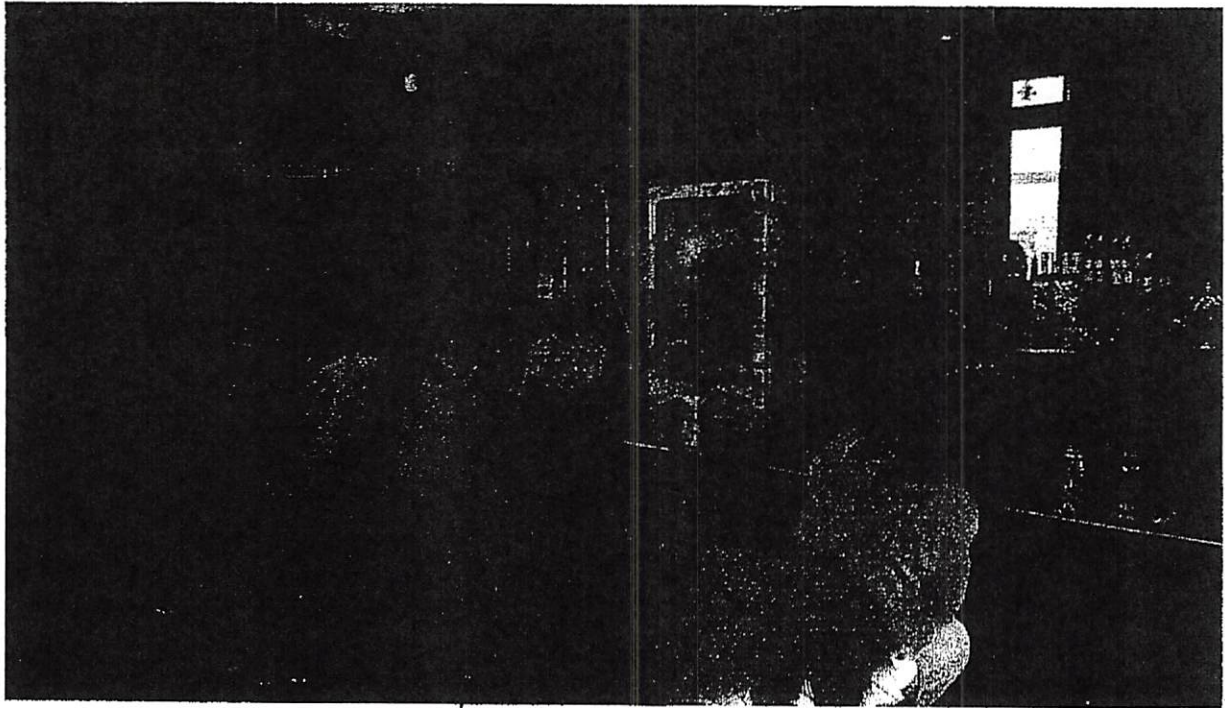
Nicole VanGinkel

Subscribed and sworn to before me this 19th day of June, 2022

Peter R. Mayer  
Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.



Exhibit to  
Affidavit Relating to Operation of Tavern



Nicole Van Ginkel (Nicole Van Ginkel)

AFFIDAVIT RELATING TO OPERATION OF TAVERN

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF SHEBOYGAN        )

The undersigned, being first duly sworn on oath, deposes and states:

1. My name is Katherine Jelinek-Zittel

2. I reside at the following address:

4600 Nicole Ln Sheboygan, WI 53083

3. I make this Affidavit on the basis of my personal knowledge of the facts set forth herein.

4. On the 1<sup>st</sup> day of April, 2022 (the "Business Date"), I was a customer at the tavern known to me as "MoJo" and located at 1235 Pennsylvania Avenue, Sheboygan, Wisconsin (the "Tavern").

5. At the time I attended the Tavern on the Business Date, it was open to the public and I was not attending a private event.

6. Attached to this Affidavit is a photograph of me as a customer physically present on the Business Date in the interior of the Tavern.

This Affidavit was made by me to confirm the operation of the Tavern on the Business Date.

Further Affiant sayeth not

Katherine Jelinek-Zittel

Subscribed and sworn to before me this <sup>20<sup>th</sup></sup> 19<sup>th</sup> day of June, 2022

Peter R. Mayer  
Peter R. Mayer  
Notary Public, State of Wisconsin  
My commission is permanent.





Exhibit to  
Affidavit Relating to Operation of Tavern

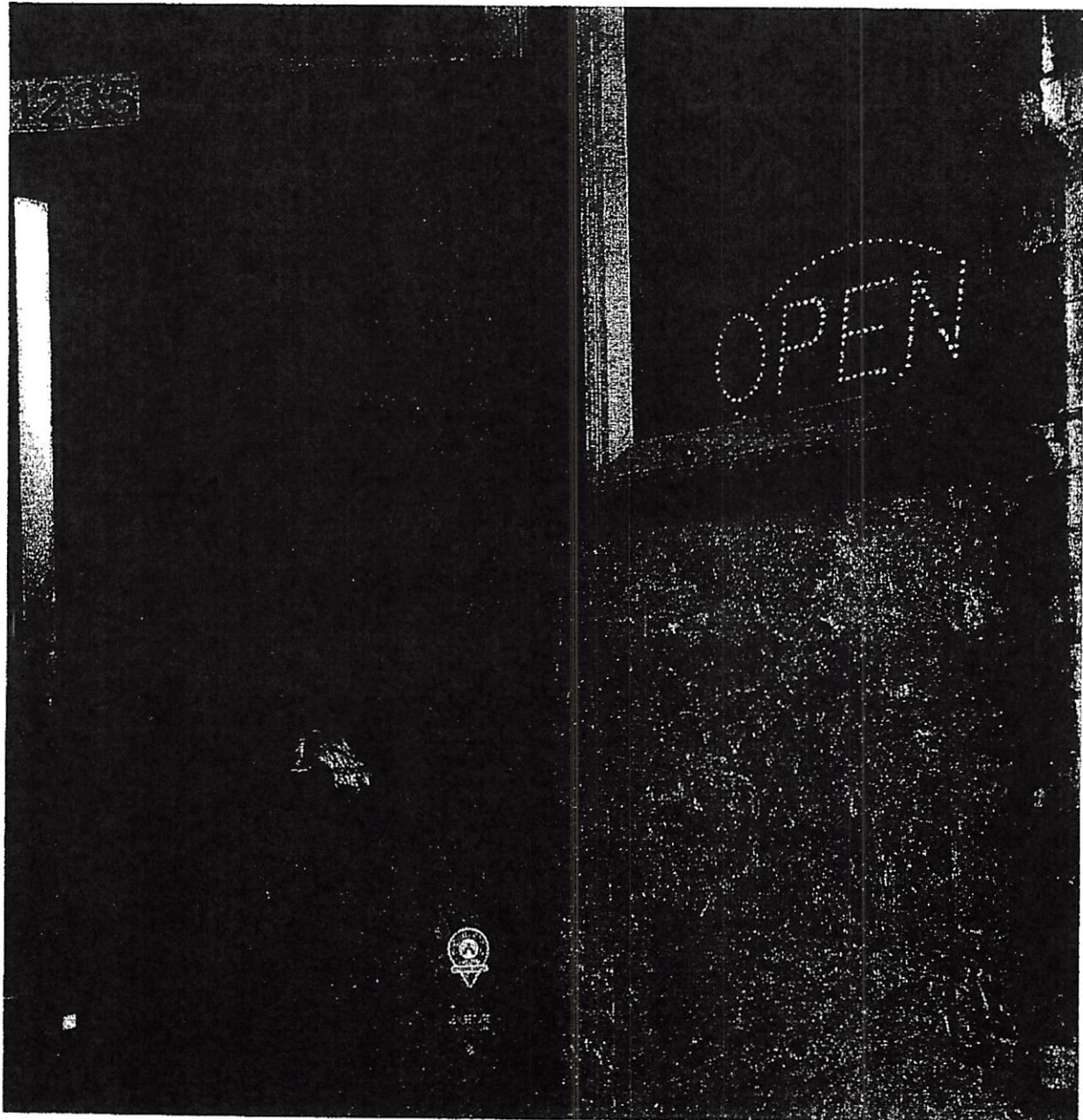
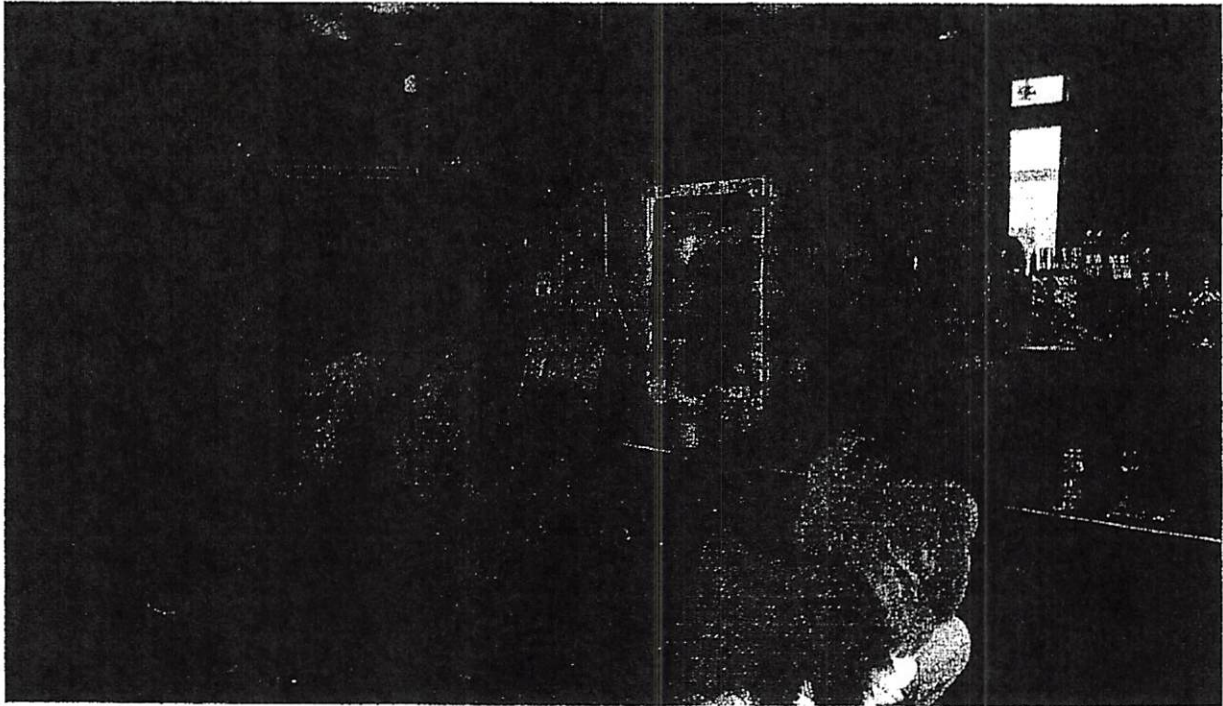


Exhibit to  
Affidavit Relating to Operation of Tavern





**From:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Sent:** Tuesday, June 7, 2022 2:22 PM  
**To:** Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>  
**Cc:** 'Josephvoelkner@olsenkloetlaw.com' <josephvoelkner@olsenkloetlaw.com>  
**Subject:** RE: Joe Bonelli - Mojo Hearing 6/8/2022

**EXHIBIT F**

This message was sent securely using Zix

**INFORMATION SECURITY NOTICE - THIS EMAIL IS FROM AN EXTERNAL EMAIL SENDER**

Do not click on links or attachments if the sender is unknown or if the email is unexpected from someone you know. Never provide your username and password. Report suspicious emails by selecting the "REPORT PHISH" button. If you have any questions, contact the Information Security team at [ITSecurity@greatdentalplans.com](mailto:ITSecurity@greatdentalplans.com).

Good afternoon, Mr. Bonelli—

At tomorrow's hearing the process will be as follows:

I will present evidence in support of the staff recommendation that the license be non-renewed under the continuation of business ordinance. You will have the opportunity to ask questions of those witnesses on cross-examination. The entire matter will be based on the complaint we served on you.

Once I have presented my case, you will present your evidence opposing the staff recommendation. Be prepared to present any relevant evidence of whether or not you are in violation of the ordinance.

In addition, there is also often the opportunity for a brief opening statement before the evidence is presented, and brief closing statement afterward before the committee deliberates.

I will be representing the Clerk's Office and not the LHPS committee on this matter, since by assisting and advising the Clerk and the SPD, I would have a potential conflict were I also to advise the committee on this matter. As such, Attorney Joe Voelkner will be representing the council during the portion of the meeting related to your hearing. I have copied him on this email so that he is aware of our communication.

While this is a fairly formal hearing, and you should be prepared to present your evidence, I do also expect it to be simple and quick, as the only allegation is that you do not meet the requirements of the ordinance. The committee will either decline to renew the license (in which case you would still be eligible to make a presentation at a future meeting along with any other potential applicants to obtain any available license, including this one), or will renew the license. If they renew, the six months would be considered to have restarted on whatever date they determine you were in business.

Your matter is fairly early in the meeting, so please be there by 4:15, when the meeting is to start. Be advised I may be appearing remotely as I have been out with COVID. I am hoping to return tomorrow, as I have recovered, but I need a negative test to do so. If you need to appear remotely, we will need to know ASAP so we can get you that link.

Thanks,

Chuck Adams

City Attorney

---

**From:** Munnik, Jennifer <Jennifer.Munnik@dentaquest.com>

**Sent:** Tuesday, June 7, 2022 1:56 PM

**To:** Adams, Charles <Charles.Adams@sheboyganwi.gov>

**Cc:** [mojobar@sbcglobal.net](mailto:mojobar@sbcglobal.net)

**Subject:** Joe Bonelli - Mojo Hearing 6/8/2022

Hi Chuck,

Reaching out in advance of tomorrow's hearing to request the following:

- Information that I would need to present tomorrow to continue our license
- Still unclear why we didn't pass last meeting as the letter I received did not include any detail
- I would like to be prepared to address pertinent details tomorrow and am yet unclear as to what might be needed

I have reached out to your office numerous times and have also left multiple voicemails and I've yet to receive direction. If you could please respond to this email or call me directly, I would greatly appreciate it.

Thanks in advance,

Joe Bonelli

920-254-0564

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# EXHIBIT H

**Peter Mayer**

**From:** Peter Mayer <peter@wisclawyer.com>  
**Sent:** Thursday, June 16, 2022 3:30 PM  
**To:** 'Kathryn.Hoffman@sheboyganwi.gov'; 'DeBruin, Meredith'  
**Cc:** 'Joseph Bonelli'; Joe Voelkner (josephvoelkner@olsenkloetlaw.com); 'Adams, Charles'; 'ryan.sorenson@sheboyganwi.gov'; 'todd.wolf@sheboyganwi.gov'  
**Subject:** Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli  
**Importance:** High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.

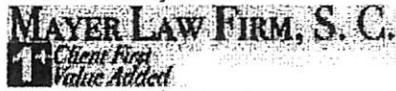
Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,  
Peter R. Mayer  
State Bar No. 1009680

Peter R. Mayer



502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611  
(920) 980-8241  
[peter@wisclawyer.com](mailto:peter@wisclawyer.com)

---

**From:** Joseph Bonelli <[mojobar@me.com](mailto:mojobar@me.com)>  
**Sent:** Thursday, June 16, 2022 2:03 PM  
**To:** Peter Mayer <[peter@wisclawyer.com](mailto:peter@wisclawyer.com)>  
**Subject:** Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

**From:** "Hoffman, Kathryn" <[Kathryn.Hoffman@sheboyganwi.gov](mailto:Kathryn.Hoffman@sheboyganwi.gov)>  
**Date:** June 15, 2022 at 10:54:37 AM CDT  
**To:** [mojobar@me.com](mailto:mojobar@me.com)  
**Cc:** Joseph Voelkner <[josephvoelkner@olsenkloetlaw.com](mailto:josephvoelkner@olsenkloetlaw.com)>  
**Subject:** Correct date of Common Council meeting

Mr. Bonelli,

I just noticed that there was a typo in the letter our office sent to you dated June 10<sup>th</sup>. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20<sup>th</sup> as indicated in the letter. I apologize for any confusion this may have caused.

Kathy

**Kathy Hoffman**  
State Bar of Wisconsin Certified Paralegal  
City Attorney's Office  
828 Center Ave., Suite 210  
Sheboygan, WI 53081  
Ph. 920-459-6453 / Fax 920-459-3919  
e-mail: [kathryn.hoffman@sheboyganwi.gov](mailto:kathryn.hoffman@sheboyganwi.gov)

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**MAYER LAW FIRM, S. C.**  
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502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611

**EXHIBIT I**

(920) 980-8241

e-mail: peter@wisclawyer.com

Firm web site: wisclawyer.com

June 17, 2022

**(6 pages)**

VIA HAND-DELIVERY

City of Sheboygan  
c/o Meredith DeBruin,  
City of Sheboygan City Clerk  
828 Center Avenue  
Sheboygan, WI 53081

City Attorneys Office  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081  
Attn. Kathryn Hoffman

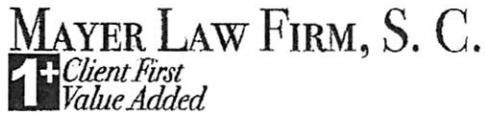
Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;  
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk and Ms. Hoffman:

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20, 2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.



Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This letter is being hand-delivered to follow on an e-mail sent the day prior due to the urgency of the matter. Please advise me at your earliest convenience of your intentions with respect to this matter.

Sincerely yours,

Peter R. Mayer

PRM/s

pc. Mayor Ryan Sorenson  
City Licensing Clerk  
City Administrator Todd Wolf  
City Attorney Charles Adams  
Joseph Voelkner, Esq.  
Joseph P. Bonelli



**Peter Mayer**

**From:** Peter Mayer <peter@wisclawyer.com>  
**Sent:** Monday, June 20, 2022 1:00 PM  
**To:** 'DeBruin, Meredith'  
**Subject:** Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Meredith,

I will be bringing the packet to you within the hour. My letter constitutes objection to the report of the Committee and request for reversal of the Committee decision and renewal of the license, but not the detailed arguments for that objection and request. My letter also constitutes objection to other components of this review.

I would like to talk to you about this. Mr. Bonelli received written direction from the City Attorney's office that the City Common Council review would occur in August. That was corrected, but not until late last week. We also requested a transcript of the hearing, which has not yet been provided to us. We were also not informed under Section 125.12(2)(b)3., Wis. Stats., whether our arguments "shall be presented orally, in writing, or both." It is our request that the City abide by the statutory procedures and adjourn this matter until it can do so properly. Failing that, I would like to appear and be heard and be allowed to present oral arguments on this matter this evening. (Mr. Bonelli was also planning to be present, but since he is sick, I have instructed him that he may NOT attend in order to prevent any spread of disease.)

If the City Common Council proceeds this evening and does not reverse the Committee decision and renew the license, we do intend to appeal to Sheboygan County Circuit Court under Section 125.12(2)(d), Wis. Stats. The misdirection by the City Attorney's office on date of the City Council review, the failure to provide a transcript, and the absence of direction of how to present arguments should alone be sufficient to overturn the decision. Therefore, it seems prudent in the efficient administration of justice to at least adjourn this and avoid those procedural defects.

Sincerely,  
Peter Mayer

Peter R. Mayer



502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611  
(920) 980-8241  
[peter@wisclawyer.com](mailto:peter@wisclawyer.com)

---

**From:** DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>  
**Sent:** Monday, June 20, 2022 11:36 AM  
**To:** 'peter@wisclawyer.com' <peter@wisclawyer.com>  
**Subject:** RE: SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Good morning,

We have not yet received the hand-delivered letter, but I would like to clarify if this is your "written arguments in response presented by the licensee"? This is the language that is included in the Report of Committee that is on the agenda for this evening.

Thank you,  
Meredith

---

**From:** Peter Mayer <[peter@wisclawyer.com](mailto:peter@wisclawyer.com)>

**Sent:** Friday, June 17, 2022 4:21 PM

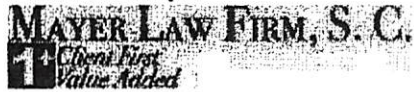
**To:** Hoffman, Kathryn <[Kathryn.Hoffman@sheboyganwi.gov](mailto:Kathryn.Hoffman@sheboyganwi.gov)>; DeBruin, Meredith <[Meredith.DeBruin@sheboyganwi.gov](mailto:Meredith.DeBruin@sheboyganwi.gov)>

**Cc:** 'Joseph Bonelli' <[mojobar@me.com](mailto:mojobar@me.com)>; Joe Voelkner <[josephvoelkner@olsenkloetlaw.com](mailto:josephvoelkner@olsenkloetlaw.com)>; Adams, Charles <[Charles.Adams@sheboyganwi.gov](mailto:Charles.Adams@sheboyganwi.gov)>; Sorenson, Ryan <[Ryan.Sorenson@sheboyganwi.gov](mailto:Ryan.Sorenson@sheboyganwi.gov)>; Wolf, Todd <[Todd.Wolf@sheboyganwi.gov](mailto:Todd.Wolf@sheboyganwi.gov)>

**Subject:** SPAM RE: Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

Please see the attached letter which will be hand-delivered this afternoon.

Peter R. Mayer



502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611  
(920) 980-8241  
[peter@wisclawyer.com](mailto:peter@wisclawyer.com)

---

**From:** Peter Mayer <[peter@wisclawyer.com](mailto:peter@wisclawyer.com)>

**Sent:** Thursday, June 16, 2022 3:30 PM

**To:** 'Kathryn.Hoffman@sheboyganwi.gov' <[Kathryn.Hoffman@sheboyganwi.gov](mailto:Kathryn.Hoffman@sheboyganwi.gov)>; 'DeBruin, Meredith' <[Meredith.DeBruin@sheboyganwi.gov](mailto:Meredith.DeBruin@sheboyganwi.gov)>

**Cc:** 'Joseph Bonelli' <[mojobar@me.com](mailto:mojobar@me.com)>; Joe Voelkner <[josephvoelkner@olsenkloetlaw.com](mailto:josephvoelkner@olsenkloetlaw.com)>; 'Adams, Charles' <[Charles.Adams@sheboyganwi.gov](mailto:Charles.Adams@sheboyganwi.gov)>; 'ryan.sorenson@sheboyganwi.gov' <[ryan.sorenson@sheboyganwi.gov](mailto:ryan.sorenson@sheboyganwi.gov)>; 'todd.wolf@sheboyganwi.gov' <[todd.wolf@sheboyganwi.gov](mailto:todd.wolf@sheboyganwi.gov)>

**Subject:** Common Council meeting; City of Sheboygan Alcohol Beverage License No. 2301; One More Time, LLC and Joseph P. Bonelli

**Importance:** High

Dear Madam Clerk and Ms. Hoffman,

I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"). The Hearing related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

First, the letter from your office directing Bonelli to appear on August 20, 2022, for purposes of his appeal was read by him exactly as you stated. Specifically, that the review of the Hearing and the License would take place on August 20,



2022. Therefore, we strenuously object at this late date to a change in the time of the appeal by the City Common Council. We find this conduct reprehensible by your office. Furthermore, it is impossible at this late date to provide the materials to the Common Council for proper review.

Second, we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats., and a delivery of that transcript within a prudently reasonable number of days prior to the City Common Council appeal meeting to allow for proper review and preparation in advance of the appeal. It is meaningless for the Committee to deliver a copy of the transcript after the appeal is heard by the Common Council.

Third, we strenuously object to the report prepared by the Committee, as required by Section 125.12(2)(b)3., Wis. Stats. The "report" delivered is not complete and states the will and not the judgment of the Committee in that the facts are not laid out but given as a mere recital of the Committee's desired result. It is my understanding that Bonelli presented to the Committee uncontroverted testimony of the Business sale of alcohol from the Premises under the License on April 1, 2022, within six months and proving compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance"). The "facts" of the "report" are conclusory and without any evidence.

Lastly, we hereby request a de novo hearing before the City Common Council and a removal of both Attorney Adams and Attorney Voelkner from any involvement in this matter, except for Attorney Adams continued role as a witness. It is my understanding that at the time of the Hearing at the first available opportunity, Bonelli informed and advised the Committee that he objected to those individuals as legal counsel present at the Hearing due to conflict and other ethics breaches, requested that they not participate, and requested an adjournment of the Hearing to address the issue of bias and impartiality of the Committee conducting the Hearing. Additional information will forthcoming and be presented to those attorneys directly. Needless to say, their involvement in this matter has so tainted the legitimacy of the Hearing as to require a de novo hearing.

This communication is being sent via e-mail due to the urgency of the matter and will be hand-delivered in letter format tomorrow as well.

Sincerely,  
Peter R. Mayer  
State Bar No. 1009680

Peter R. Mayer  
**MAYER LAW FIRM, S.C.**  
1st Client First Value Added  
502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611  
(920) 980-8241  
[peter@wisclawyer.com](mailto:peter@wisclawyer.com)

---

**From:** Joseph Bonelli <[mojobar@me.com](mailto:mojobar@me.com)>  
**Sent:** Thursday, June 16, 2022 2:03 PM  
**To:** Peter Mayer <[peter@wisclawyer.com](mailto:peter@wisclawyer.com)>  
**Subject:** Fwd: Correct date of Common Council meeting

Sent from my iPhone

Begin forwarded message:

**From:** "Hoffman, Kathryn" <Kathryn.Hoffman@sheboyganwi.gov>

**Date:** June 15, 2022 at 10:54:37 AM CDT

**To:** [mojobar@me.com](mailto:mojobar@me.com)

**Cc:** Joseph Voelkner <[josephvoelkner@olsenkloetlaw.com](mailto:josephvoelkner@olsenkloetlaw.com)>

**Subject:** Correct date of Common Council meeting

Mr. Bonelli,

I just noticed that there was a typo in the letter our office sent to you dated June 10<sup>th</sup>. The next regularly scheduled council meeting is on Monday, June 20, 2022 at 6:00 p.m., NOT August 20<sup>th</sup> as indicated in the letter. I apologize for any confusion this may have caused.

Kathy

**Kathy Hoffman**

*State Bar of Wisconsin Certified Paralegal*

City Attorney's Office

828 Center Ave., Suite 210

Sheboygan, WI 53081

Ph. 920-459-6453 / Fax 920-459-3919

e-mail: [kathryn.hoffman@sheboyganwi.gov](mailto:kathryn.hoffman@sheboyganwi.gov)

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R. C. No. 31 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 20, 2022.

Your Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications, hereby reports as follows:

On May 18, 2022, your Committee, via the authority delegated to a staff task force to review such matters, recommended that the Common Council not renew the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

Pursuant to its right provided by state statute, One More Time, LLC requested a hearing to review the decision not to renew the license. Your committee held that hearing at its meeting on June 8, 2022.

At the time scheduled for the hearing, One More Time, LLC and its agent, Joseph P. Bonelli, appeared before the committee. The City appeared by City Attorney Charles Adams. The Committee was advised by special counsel, Joseph Voelkner of Olsen, Kloet, Gunderson & Conway.

After hearing from the parties, the committee found the following fact:

One More Time, LLC has violated municipal regulations adopted under Wis. Stat. § 125.10; to wit, § 10-46, Sheboygan Municipal Code, in that, as a retail licensee, One More Time, LLC suspended or ceased doing business for six consecutive months or more, beginning October 3, 2021, without good cause shown.

EXHIBIT J  
(2 pages)



*Item 23.*

Item 26.

Based on these findings of facts, your committee recommends that, pursuant to Wis. Stat. § 125.12 (2)(b)3, the common council receive the Findings of fact stated above and any written arguments in response presented by the licensee, and uphold the decision to deny renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_\_, \_\_\_\_\_, Mayor



**CITY OF SHEBOYGAN****SIXTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, June 20, 2022****OPENING OF MEETING****EXHIBIT K****1. Roll Call**

Alders present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

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

MOTION TO APPROVE MINUTES FROM THE JUNE 6, 2022 MEETING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**4. Confirmation of Mayoral Appointments**

Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, GERALYN LEANNAH, Rebecca Clarke and Lora Hagen to Sustainable Task Force

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**5. Presentation**

Citizens Fire Academy (CFA) by Eric Montellano Fire Chief

**6. Presentation**

Affordable Housing Market Study Update on Progress by Chad Pelishek, Director of Planning and Development

**7. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. Maeve Quinn and Peter Mayer spoke.

**8. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar,

Rust, Ramey – 10.

10. R. O. No. 22-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

11. R. C. No. 30-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539 Reynoso Properties, LLC.

MOTION TO RECEIVE THE R. C. AND DENY THE LICENSE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

12. R. C. No. 32-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the extension of open for Business to License No. 3333 (Kohler Company) and approving the renewal of the alcohol license.

MOTION TO RECEIVE THE R. C. AND GRANT THE EXTENSION AND RENEWAL

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

13. R. C. No. 29-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R.O. No. 21-22-23 by City Clerk submitting various license applications; recommends amending the R. O. to include license #2207 and granting the license applications with caveats.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

14. R. C. No. 34-22-23 by Public Works Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park – Area 5 Pedestrian Bridge; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

15. R. C. No. 28-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.



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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

16. R. C. No. 37-22-23 by Finance and Personnel Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

17. R. C. No. 35-22-23 by Public Works Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

18. R. C. No. 36-22-23 by Public Works Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**REPORT OF OFFICERS**

19. R. O. No. 23-22-23 by City Clerk submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
20. R. O. No. 24-22-23 by City Clerk submitting a communication from M. Squared Properties requesting an encroachment on their property located at 1444 Pershing avenue for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

**RESOLUTIONS**

21. Res. No. 29-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

22. Res. No. 30-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

23. Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

**REPORT OF COMMITTEES**

25. R. C. No. 38-22-23 by Finance and Personnel Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

26. R. C. No. 31-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends denying the renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

**MOTION TO RECEIVE THE R. C. AND DENY THE RENEWAL**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

27. R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.



**MOTION TO RECEIVE THE R. C. AND REFER THE RESOLUTION TO THE FINANCE AND PERSONNEL COMMITTEE**

Motion made by Mitchell, Seconded by Heidemann.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Salazar, Rust, Ramey – 9.

Voting Nay: Perrella – 1.

**GENERAL ORDINANCES**

28. Gen. Ord. No. 3-22-23 by Alderperson Perrella repealing Gen. Ord. No. 39-21-22 granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC, its successors and assigns, the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described in the City of Sheboygan for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
29. Gen. Ord. No. 4-22-23 by Alderperson Felde granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION
30. Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue. REFER TO PUBLIC WORKS COMMITTEE

**OTHER MATTERS AUTHORIZED BY LAW**

31. R. O. No. 25-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**ADJOURN MEETING**

32. Motion to Adjourn

MOTION TO ADJOURN AT 7:10 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

**MAYER LAW FIRM, S. C.****1+** Client First  
Value Added502 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4611

(920) 980-8241

e-mail: peter@wisclawyer.com

Firm web site: wisclawyer.com

June 20, 2022

VIA HAND-DELIVERY

City of Sheboygan  
c/o Meredith DeBruin,  
City of Sheboygan City Clerk  
828 Center Avenue  
Sheboygan, WI 53081**EXHIBIT****L**Re: City of Sheboygan; One More Time, LLC and Joseph P. Bonelli;  
Alcohol Beverage License No. 2301; City of Sheboygan Ordinance Section 10-46

Dear Madam Clerk:

As you know, I represent One More Time, LLC and Joseph P. Bonelli ("Bonelli") and am writing to you in connection with the City of Sheboygan Licensing, Hearings and Public Safety Committee (the "Committee") Quasi-Judicial Hearing conducted on June 8, 2022 (the "Hearing"), which related to a determination of whether the tavern business enterprise known as MoJo Bar ("the "Business") operating at 1235 Pennsylvania Avenue (the "Premises") under City of Sheboygan Alcohol Beverage License No. 2301 (the "License") was in compliance with City of Sheboygan Ordinance Section 10-46 (the "Ordinance").

In my letter to you dated June 17, 2022, I stated "... **we request an immediate preparation of a transcript of the Hearing, as allowed by Section 125.12(2)(b)2., Wis. Stats.** ..." A copy of my letter is enclosed for your convenience. Attorney Voelkner sent a letter dated June 20, 2022, to you confirming our right to a transcript. However, he also redirected you to provide a video link. Although I appreciate a video link, our first concern is the delivery of a written transcript. Since we have a deadline for filing a summons and complaint for review by certiorari, it is necessary to obtain the transcript promptly. Although Attorney Voelkner may address his matters differently, it is my practice to have the statements made at the Hearing referenced in the complaint. Please inform me of the approximate date by which the transcript will be ready and if you require payment or a deposit in advance.

Please note that a copy of this letter has been sent to Attorney Voelkner, but we continue to object to his representation in this matter and do not waive our objection by complying with professional requirements.

Sincerely yours,



Peter R. Mayer

PRM/s

pc. Joseph Voelkner, Esq.  
Joseph P. Bonelli

R. O. No. 47 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting a Summons and Complaint in the matter of US Bank National Association v. Michelle Aguilar et al.

---

CITY CLERK

FILED

07-01-2022

Sheboygan County

Clerk of Circuit Court

2022CV000344

Honorable Daniel J

Borowski

Branch 5

Item 24.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

US Bank National Association  
4801 Frederica Street  
Owensboro, KY 42301

Plaintiff,

v.

Michelle Aguilar  
1139 S 19Th St  
Sheboygan, WI 53081

Midland Funding, LLC  
c/o Corporation Service Company - Registered Agent  
8040 Excelsior Drive, Suite 400  
Madison, WI 53717

City of Sheboygan  
c/o City Clerk  
828 Center Avenue  
Sheboygan, WI 53081

- 4/15/22  
7-14-22  
[Signature]

Defendants.

## SUMMONS

Foreclosure Of Mortgage: 30404  
The Amount Claimed Exceeds \$10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:



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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse 615 N 6th St, Sheboygan, WI 53081-4692, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, 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: June 28, 2022.

Codilis, Moody & Circelli, P.C.  
Attorneys for Plaintiff  
Electronically signed by  
Shawn R. Hillmann  
WI State Bar No. 1037005  
Emily E. Thoms  
WI State Bar No. 1075844  
Matthew Comella  
WI State Bar No. 1096303

Jordan Arrigo  
WI State Bar No. 1119740  
Karsten Bailey  
WI State Bar No. 1129188

Codilis, Moody & Circelli, P.C.  
15W030 North Frontage Road, Suite 200  
Burr Ridge, IL 60527  
(414) 775-7700  
pleadings@il.cslegal.com  
50-22-00778

**NOTE: This law firm is a debt collector.**

FILED

07-01-2022

Sheboygan County

Clerk of Circuit Court

2022CV000344

Honorable Daniel J

Borowski

Branch 5

Item 24.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

US Bank National Association  
4801 Frederica Street  
Owensboro, KY 42301

Plaintiff,

v.

Michelle Aguilar  
1139 S 19Th St  
Sheboygan, WI 53081

Midland Funding, LLC  
c/o Corporation Service Company - Registered Agent  
8040 Excelsior Drive, Suite 400  
Madison, WI 53717

City of Sheboygan  
c/o City Clerk  
828 Center Avenue  
Sheboygan, WI 53081

Defendants.

---

COMPLAINT

Foreclosure Of Mortgage: 30404  
The Amount Claimed Exceeds \$10,000.00

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Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a National Association and is engaged in the lending business with offices at the address stated in the captions of these pleadings.

2. Michelle Aguilar ("Mortgagor") is an unmarried adult whose last-known address is the address stated in the captions of these pleadings.

3. Mortgagor executed and delivered a Note and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

4. The Mortgage was recorded in the office of the Register of Deeds on 1/3/2019 as Document #2067369.

5. Plaintiff will be owed the sum of \$100,705.64, as of 07/05/22 plus any amount as allowed by the Note and Mortgage additionally paid by the Plaintiff and accrued interest to the date of entry of any judgment.

6. The property has a common address of 1139 S 19th St, Sheboygan, WI 53081 and is further described in the Mortgage document as recorded.

7. The Mortgagor defaulted on the Note and Mortgage by failing to make payment when due.

8. The Mortgagor defaulted by failing to comply with the terms of the Note and Mortgage.

9. Plaintiff is the holder of the Note and Mortgage, together with all rights thereunder.

10. Plaintiff has fulfilled all conditions precedent under the Note and Mortgage and has declared the unpaid balance immediately payable.

11. The mortgaged property is a one- to 4-family residence on real estate of 20 acres or less; said premises cannot be sold in parcels without injury to the interests of the parties.

12. The party or parties listed below may claim an interest in the property that is the subject of this action, and any such interest, whether identified or otherwise, is junior and subject to the plaintiff's mortgage:

Judgment docketed in the Circuit Court for Sheboygan County on 01/30/2014 as Case No. 2014SC000023, in favor of Midland Funding, LLC vs. Michelle Aguilar 1434 Saint Clair Avenue Sheboygan, WI 53081 , in the amount of \$1,403.89.



Judgment docketed in the Circuit Court for Sheboygan County on 03/25/2022 as Case No. 2022TJ000088, in favor of City of Sheboygan vs. Michelle Aguilar 1139 S. 19th Street Sheboygan, WI 53081 , in the amount of \$187.00.

Judgment docketed in the Circuit Court for Sheboygan County on 03/25/2022 as Case No. 2022TJ000087, in favor of City of Sheboygan vs. Michelle Aguilar 1139 S. 19th Street Sheboygan, WI 53081 , in the amount of \$187.00.

13. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that each Mortgagor, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.101, or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Wis. Stat. § 846.103(2);

(2) If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

(3) Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

(4) Entry of a judgment of foreclosure and sale foreclosing the rights of each defendant so as to bar and foreclose each of them from all right, title, and interest in and to the mortgaged premises, except the right to apply for surplus in accordance with Wisconsin Statutes.

Dated: June 28, 2022.

Codilis, Moody & Circelli, P.C.  
Attorneys for Plaintiff  
Electronically signed by  
Shawn R. Hillmann  
WI State Bar No. 1037005  
Emily E. Thoms  
WI State Bar No. 1075844  
Matthew Comella  
WI State Bar No. 1096303  
Jordan Arrigo  
WI State Bar No. 1119740  
Karsten Bailey  
WI State Bar No. 1129188

Codilis, Moody & Circelli, P.C.  
15W030 North Frontage Road, Suite 200  
Burr Ridge, IL 60527  
(414) 775-7700  
pleadings@il.cslegal.com  
50-22-00778

**NOTE: This law firm is a debt collector.**

## Fixed Rate Note

FHA Case No. [REDACTED]

December 28, 2018

[Date]

Sheboygan

[City]

Wisconsin

[State]

1139 S 19th St, Sheboygan, WI 53081

[Property Address]

**1. Borrower's Promise to Pay.** In return for a loan that I have received, I promise to pay U.S. \$103,098.00 (this amount is called "*Principal*"), plus interest, to the order of the Lender. The Lender is U.S. Bank National Association. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "*Note Holder*."

**2. Interest.** Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

### 3. Payments.

**(A) Time and Place of Payments.** I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on January 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "*Maturity Date*."

I will make my monthly payments at P.O. Box 20005, Owensboro, KY 42304-0005 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments.** My monthly payment will be in the amount of U.S. \$552.82.

**4. Borrower's Right to Prepay.** I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "*Prepayment*." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. Loan Charges.** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.



**6. Borrower's Failure to Pay as Required.**

**(A) Late Charges for Overdue Payments.** If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest.

The late charge will not be less than \$ 1.00

I will pay this late charge promptly but only once on each late payment.

**(B) Default.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default.** If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder.** Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. Giving of Notices.** Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. Obligations of Persons Under This Note.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. Waivers.** I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "*Presentment*" means the right to require the Note Holder to demand payment of amounts due. "*Notice of Dishonor*" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. Uniform Secured Note.** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make Immediate Payment in Full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require Immediate Payment in Full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

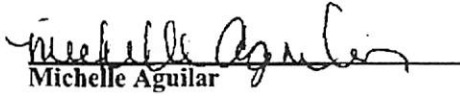
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section



14 within which Borrower must pay all Sums Secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

**Borrower**

  
Michelle Aguilar

[Sign Original Only]

Loan Origination Organization: U.S. Bank National Association

NMLS ID [REDACTED]

Loan Originator: Erik Jon Thiel

NMLS ID [REDACTED]

8 4 7 1 1 3 3  
Tx:4163828

Item 24.

# Mortgage


Document Number:

**Name and Return Address:**

U.S. Bank Home Mtg  
7601 Penn Ave S, Ste A1  
Richfield, MN 55423

Parcel Number: 59281512880

**2067369**  
**SHEBOYGAN COUNTY, WI**  
RECORDED ON  
**01/03/2019 11:44 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
Cashier ID: 7  
PAGES: 14

FHA Case No.  


**DEFINITIONS.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 21 and 25. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "*Security Instrument*" means this document, which is dated December 28, 2018, together with all Riders to this document.

(B) "*Borrower*" is Michelle Aguilar, a single woman. Borrower is the mortgagor under this Security Instrument.

(C) "*Lender*" is U.S. Bank National Association. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 4801 Frederica Street, Owensboro, KY 42301. Lender is the mortgagee under this Security Instrument.

(D) "*Note*" means the promissory note signed by Borrower and dated December 28, 2018. The Note states that Borrower owes Lender One hundred three thousand ninety-eight and 00/100 Dollars (U.S. \$103,098.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2049.

(E) "*Property*," means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "*Loan*" means the debt evidenced by the Note, plus interest, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider    ☐ Condominium Rider    ☐ Planned Unit Development Rider  
☐ Other:  
☐ Rehabilitation Loan Rider:

(H) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

- (I) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "*Escrow Items*" means those items that are described in Section 3.
- (L) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "*RESPA*" means the *Real Estate Settlement Procedures Act* (12 U.S.C. Section 2601 et seq.) and its implementing regulation, *Regulation X* (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "*Secretary*" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Sheboygan [Name of Recording Jurisdiction]: Lot 17 and the South 5 feet of Lot 16, River View Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, which currently has the address of 1139 S 19th St [Street] Sheboygan [City], Wisconsin 53081 [Zip Code] ("*Property Address*");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "*Property*."



BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as expressly stated otherwise in this Security Instrument or the Note, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.



Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "*Funds*") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "*Escrow Items*." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "*covenant and agreement*" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower



shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under

this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the



Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of



disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "*Opposing Party*" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing



the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Lender agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "*Interest in the Property*" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take



corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and that notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "*Hazardous Substances*" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "*Environmental Law*" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "*Environmental Cleanup*" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "*Environmental Condition*" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not

less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Attorneys' Fees in Appellate and Bankruptcy Proceedings.** Subject to the provisions of Section 25, as used in this Security Instrument and the Note, Reasonable Attorneys' Fees and attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the *Wisconsin Statutes*, "Reasonable Attorneys' Fees" and "attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

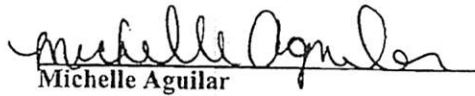
**26. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the *Wisconsin Statutes*, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the *Wisconsin Statutes*, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**27. Waivers.** Borrower waives all right of homestead exemption in the Property.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Borrower**

  
Michelle Aguilar

**Acknowledgment**

State of Wisconsin

County of Sheboygan

This instrument was acknowledged before me on 12-28-18 by Michelle Aguilar.

  
Notary Public

DOUGLAS WINQUIST III  
(Print Name)

My commission expires: 8-24-22



This instrument was drafted by

Julie Bennett

3301 Rider Trail South

Earth City, MO 63045

Loan Origination Organization: U.S. Bank National Association

NMLS ID [REDACTED]

Loan Originator: Erik Jon Thiel

NMLS ID: [REDACTED]



FILED  
07-01-2022

Item 24.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

US Bank National Association vs. Michelle Aguilar et al

**Electronic Filing  
Notice**

Case No. 2022CV000344

Class Code: Foreclosure of Mortgage

Sheboygan County  
Clerk of Circuit Court  
2022CV000344  
Honorable Daniel J  
Borowski  
Branch 5CITY OF SHEBOYGAN  
828 CENTER AVE  
C/O CITY CLERK  
SHEBOYGAN WI 53081

Case number 2022CV000344 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 \$20.00 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: feadaa**

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: July 5, 2022



Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan Wisconsin  
53081

Sheboygan County  
Foreclosure Mediation Program  
*Finding Solutions*

## Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

### ***To Request a Mediation Conference:***

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP  
Clerk of Circuit Court  
615 North Sixth Street  
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

### **What happens after you apply for Mediation?**

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County Courthouse  
 615 North Sixth Street  
 Sheboygan Wisconsin  
 53081

**Sheboygan County  
 Foreclosure Mediation Program  
 Request for Mediation**  
*Finding Solutions*

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP  
 Clerk of Circuit Court  
 615 north Sixth Street  
 Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20\_\_CV\_\_

Name of Homeowner(s): \_\_\_\_\_

Property Address: \_\_\_\_\_  
 (street, city or town, zip code)

Mailing address, if different from above: \_\_\_\_\_  
 (street, city or town, zip code)

Best telephone number to reach you during the day: \_\_\_\_\_

Alternate telephone number: \_\_\_\_\_

Name of Lender/Plaintiff in your case: \_\_\_\_\_

1. Is the property being foreclosed your primary residence? \_\_\_\_ Yes \_\_\_\_ No
2. Does the property consist of four or fewer dwelling units? \_\_\_\_ Yes \_\_\_\_ No



3. Have you started a Bankruptcy action that is still ongoing? \_\_\_\_ Yes \_\_\_\_ No

4. Have you met with a housing counselor? \_\_\_\_ Yes \_\_\_\_ No

If yes, with whom have you met? \_\_\_\_\_

5. What is your monthly income from all sources? \_\_\_\_\_

6. Do you expect your income to change for any reason? If so, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Check all items that have caused you to miss your mortgage payments:

\_\_\_\_ Injury or illness                      \_\_\_\_ Adjustable interest Rate / Balloon

\_\_\_\_ Loss of Employment                      \_\_\_\_ Expenses exceed income

Other: \_\_\_\_\_

\_\_\_\_\_

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. If English is not your primary language, do you need an interpreter? \_\_\_\_ Yes \_\_\_\_ No

What language? \_\_\_\_\_

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

II

R. O. No. 51 - 22 - 23. By CITY CLERK. August 1, 2022.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2921	The Walkabout	2401 Calumet Avenue - To include the grass area north of the bar, and also the area in front of the garage for three-day event 8/26/22 - 8/28/22.
2921	The Walkabout	2401 Calumet Avenue - To include the grass area north of the bar, and also the area in front of the garage for four-day event 9/2/22 - 9/5/22.

UHS



2742 8<sup>th</sup> Street Ale Haus

1132 N. 8<sup>th</sup> Street - Current premises and parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8<sup>th</sup> Street Ale Haus parking lot up to and including a portion of the alleyway west of the Ale Haus that abuts the parking lot. The parking lot is on 8<sup>th</sup> Street and starts at the southern edge of the building located at 1122 N. 8<sup>th</sup> (the Gaming Generations business). This is a space of approximately 110ft by 45ft. On the southern end is the alleyway that intersects with 8<sup>th</sup> and 9<sup>th</sup> Street and is between Erie and St Clair Ave. We also request a portion of said alleyway from the 8<sup>th</sup> Street entrance to approximately 130 ft. west for use of the event.



Res. No. 44 - 22 - 23. By Alderperson Ackley. August 1, 2022.

A RESOLUTION improving pet-friendly access to public spaces.

WHEREAS, since its creation in 2020, the Pet Friendly Task Force ("Task Force") has sought to make the City of Sheboygan more accessible and friendlier to pets and pet-owners; and

WHEREAS, the Task Force undertook a community-wide survey to identify ways in which the City can become more pet friendly; and

WHEREAS, one of the areas of improvement identified in the survey was a need for more opportunities for residents to spend time in public spaces with their pets and to better identify spaces where pets are and are not allowed; and

WHEREAS, the Task Force applied for grant funding to help finance changes to help the City become more pet friendly; and

WHEREAS, the City was awarded a \$20,000 "Better Cities for Pets" grant from Mars Petcare to increase opportunities for residents to spend time outside with their pets; and

WHEREAS, the Task Force, in partnership with Parks Superintendent Joe Kerlin, has identified several public spaces where the City does not currently allow pets but could without adverse impact to the residents or facilities.

NOW, THEREFORE, BE IT RESOLVED: That the City accepts the \$20,000 "Better Cities for Pets" grant.

BE IT FURTHER RESOLVED: That the Finance Director shall deposit the grant funds into account 101.260000 (General Fund Deferred Revenue).

BE IT FURTHER RESOLVED: That the Department of Public Works, in collaboration with the City Attorney, shall amend the Park Rules and any applicable ordinances to allow for leashed pets at Evergreen Park, Jaycee Park, Jaycee Park to Mill Road along the Pigeon River Corridor, and Southshore Beach from Indiana Ave. to Clara Ave.

BE IT FURTHER RESOLVED: That the Department of Public Works shall post signage communicating whether and where leashed pets are allowed at the above-named public spaces.

BE IT FURTHER RESOLVED: That the Department of Public Works shall develop a plan to transition areas within historically underutilized parks, such as Moose Park, Kiwanis Park, Cleveland Park, and the old social security building lot on 9<sup>th</sup> and Center Ave, into fenced, off-leash "dog parks" and shall present this plan to Council within eight (8) months for approval, and implementation will proceed when project has approved funding.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 45 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
August 1, 2022.

A RESOLUTION authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

WHEREAS, the City of Sheboygan (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-10 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$405,000 that it has identified as being eligible for SDWLP funding.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement, in form substantially similar to the attached agreement, that contains the terms and conditions of the SDWLP award for the Project, except that the Utility is using only principal forgiveness, so neither the City or the Utility will borrow any money for the program. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance  
 101 South Webster Street, 2<sup>nd</sup> Floor  
 PO Box 7921  
 Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
 Safe Drinking Water Loan Program  
 Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
 LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

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STATE OF WISCONSIN  
 DEPARTMENT OF NATURAL RESOURCES  
 DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

---

\$405,000 With \$405,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

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Dated as of September 14, 2022

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 59281  
 Safe Drinking Water Loan Program Project No. 4901-10

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## WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 14, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated December 29, 2021, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Sheboygan, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4901-10 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

**Section 1.02. Rules of Interpretation** Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.



## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA, and
  - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$405,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.
- (d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the

proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$405,000 with Principal Forgiveness of \$405,000 for payment of Project Costs.



ARTICLE III  
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.

(d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.

(e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

Section 3.03. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any covenant set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

## ARTICLE IV CONSTRUCTION OF THE PROJECT

### Section 4.01. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

### Section 4.02. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.



## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

(a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:

- (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
- (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
- (3) permit extracts and copies of the Project records to be made by any of them; and
- (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and

(4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).



ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration  
Office of Capital Finance  
Environmental Improvement Fund  
101 East Wilson Street, 10th Floor  
Madison, WI 53702-0004  
or  
PO Box 7864  
Madison, WI 53707-7864
- (b) Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2<sup>nd</sup> Floor  
Madison, WI 53702-0005  
or  
PO Box 7921  
Madison, WI 53707-7921
- (c) City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer



## EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-10

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	594,510	189,510	405,000
Contingency	0	0	0
Miscellaneous Costs	0	0	0
<b>TOTAL</b>	<b>\$594,510</b>	<b>\$189,510</b>	<b>\$405,000</b>

## EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-10

1. Project Description: The City of Sheboygan is completing LSL replacements both as part of a municipally-bid contract and utilizing a list of prequalified plumbers/contractors. Replacements on St. Clair Avenue: 10<sup>th</sup> to 14<sup>th</sup> Street, New York Avenue: 9<sup>th</sup> to 10<sup>th</sup> Street, Ontario Avenue: 9<sup>th</sup> to 10<sup>th</sup> Street, and South 12<sup>th</sup> Street: Georgia to Alabama Avenue are being completed under the municipal contract while emergency repairs and other spot replacements are contracted directly by the homeowner with a plumber/contractor from the prequalified list. Funding under this agreement is expected to cover approximately 48 replacements under the municipal contract and an estimated 127 spot replacements for a total of 175 LSL replacements. Sheboygan was a participant in the previous Private LSL Replacement Program in 2017, 2018, and 2021.

In Sheboygan, the entire service line, from the watermain to the connection point inside the building, is owned by the customer. The water utility offers a grant for 50% of the cost of the entire replacement, up to a cap of \$6,000. The remaining portion can be covered by a 0% loan for up to 72 months. Funding under this agreement is only being applied to the portion of the service line between the curb stop and the connection point inside the building; the entire \$6,000 may be applied to the customer side.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre K-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: Contracted costs for the portion of the service line from the watermain through the curb stop: \$189,510.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.

3. DBE Good Faith Effort: The Sheboygan Water Utility and the prime contractor met Disadvantaged Business Enterprise (DBE) solicitation requirements by placing bid ads with language soliciting DBEs. DBE solicitation language was also included in the RFQ advertisement when the list of prequalified plumbers/contractors was developed.

4. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;
- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: Sheboygan has been submitting documentation for the environmental assessment process for one or two properties at a time, other than for replacements along the properties related to the contracted costs. At the time of this FAA, all sites have been cleared as Categorical Exclusions with no construction requirements, though standard invasive species guidance has been provided. Archaeological/historical clearance has also been given with no issues identified. Any additional sites that have not been cleared at the time of this FAA will still be submitted for review.
6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.



## EXHIBIT C

### BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

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***Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.***

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Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial<sup>1</sup> lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

#### **Lead Service Line Replacement Requirements under the LCRR**

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)<sup>2</sup> served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)<sup>3</sup> with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

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<sup>1</sup> In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

<sup>2</sup> In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

<sup>3</sup> If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

III  
Res. No. 46 - 22 - 23. By Alderpersons Felde, Dekker, and Mitchell.  
August 1, 2022.

A RESOLUTION authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2023, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation (Federal Transit Administration) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under 49 U.S.C. 5307, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the Wisconsin Department of Transportation to aid in financing of operating assistance projects for calendar year 2023.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute the contract pertaining to the City of Sheboygan's application for 2023 operating assistance grants under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. § 85.20.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation (Federal Transit Administration) effectuating the purposes of Title VI of

Transit

the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation (Federal Transit Administration) may require in connection with the application for the program projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation (Federal Transit Administration) and/or the Wisconsin Department of Transportation for aid in the financing of the operating assistance program projects.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

Res. No. 47 - 22 - 23. By Alderpersons Dekker and Perrella.  
August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

PD

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## LEASE AGREEMENT

BETWEEN:

**City of Sheboygan**

("CITY")

**Ellwood H. May Environmental Park Association of Sheboygan County, Inc.**

("MPA")

AND

**Sheboygan Area School District (SASD)**

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

**Leased Property**

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

**Term**

5. The term of the Lease commences at 8:00 a.m. on September 1, 2022 and ends at 3:00 p.m. on May 30, 2023.

**Rent**

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,139.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 15<sup>th</sup> of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2021 for the rental month of September, 2021. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

### Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

### Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

### Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

### Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.



## Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

## Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

## Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

## Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

## Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

## Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

## Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

## Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

## General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_\_ day of April, 2021.

**City of Sheboygan**

**Ellwood H. May Environmental Park Assoc.**

\_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Samantha Lammers, Director

\_\_\_\_\_  
Meredith De Bruin, City Clerk

**Sheboygan Area School District**

\_\_\_\_\_  
Seth Harvatine, Superintendent

Authorized by the City of Sheboygan pursuant to Res. \_\_\_\_-22-23.



III

Res. No. 48 - 22 - 23. By Alderpersons Felde and Ackley. August 1, 2022.

A RESOLUTION establishing a rotational dispatch contract for emergency securement and board-up after fire incidents.

WHEREAS, the City of Sheboygan Fire Department ("Department") routinely responds to fires and other incidents which, through initial damage or damage created during response, render buildings and/or properties insecure and susceptible to further damage; and

WHEREAS, the Department desires to establish a list of companies who may respond to secure these buildings and/or properties and who agree to follow terms and conditions intended to maintain order and limit interference with fire personnel.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby establishes an Emergency Securement and Board-Up Rotational Contract Program whereby qualified companies are requested to respond to incidents that render properties insecure in terms substantially similar to those set forth in the attached Emergency Securement & Board-Up Rotational Contract Application.

WHS

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



**City of Sheboygan  
FIRE DEPARTMENT  
1326 North 25<sup>th</sup> Street  
SHEBOYGAN, WISCONSIN 53081  
(920) 459-3327 OFFICE  
(920) 459-0209 FAX**



Item 30.

**EMERGENCY SECUREMENT & BOARD-UP  
ROTATIONAL CONTRACT APPLICATION**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Business Phone: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Phone Number to be Used for Dispatching: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Business Agent Name and Title: \_\_\_\_\_

Please submit the following documents with the signed application:

- Certificate of Insurance evidencing the following minimum limits:
  - o Workers' Compensation: Statutory Limits
  - o General Liability: \$1,000,000 occurrence/ \$2,000,000 aggregate
  - o Automobile Liability & Property Damage: \$1,000,000 combined single limit
  - o Umbrella Liability: \$5,000,000 per occurrence and aggregate
  - o Note: If application is approved, Business will be required to provide an updated certificate of insurance identifying the "City of Sheboygan" as additional insured and granting the City 30 days' notice of cancellation, non-renewal or expiration.
- Company Response Policy
- Company Board-Up Policy

By signing below, the above-identified business agrees to follow the terms and conditions for inclusion in the rotational program located on the following page. Business further agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and consultants from and against all suits, claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, death, personal injury, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and, (b) is caused in whole or in part by any negligent act or omission of Business, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder or arises by or is imposed by law regardless of the negligence of any such party. By signing below, the business agent attests to be authorized to enter into contract on behalf of the business.

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



**City of Sheboygan  
FIRE DEPARTMENT  
1326 North 25<sup>th</sup> Street  
SHEBOYGAN, WISCONSIN 53081  
(920) 459-3327 OFFICE  
(920) 459-0209 FAX**



## TERMS & CONDITIONS

The City of Sheboygan Fire Department Emergency Site Securement & Board-Up Services Rotational Contract Program is available to qualified businesses ("Participants") who agree to follow each of the terms and conditions noted below:

1. Rotational Dispatch & Response. Participants will be notified by the Sheboygan Fire Department ("SFD") or the Sheboygan County Dispatch Center when an incident occurs within the City of Sheboygan that requires property securement and/or board-up. Participants shall not arrive to an incident scene unless they have been requested. Response time shall be within forty-five (45) minutes of the request for services. If a timely response is not possible or if the contractor otherwise declines a call for service, such advisement shall be made to dispatch at the time of call or not later than ten (10) minutes after the call.

Upon arrival, Participant shall park away from the incident and report to the Incident Commander. Vehicles and personnel shall stay clear of the scene until authorized by the Incident Commander. Personnel shall not gather information or speak with property owners until authorized by the Incident Commander and after the fire investigation personnel have completed their duties. Site security measures shall not commence until authorized by the homeowner or insurance company, if applicable.

2. Identification. All vehicles and personnel responding to an incident shall be marked with company logo or name. If personnel do not customarily wear uniforms, personnel shall wear some identifier such as an I.D. badge or vest.
3. Equipment and Materials. Participants are solely responsible for supplying the materials, equipment and labor necessary to safely complete each board-up. Participants shall fully comply with all safety requirements set forth under state and federal law, including OSHA standards.
4. Minimum Site Security Requirements. Buildings shall be sufficiently secured to prevent unauthorized access and to minimize weather-related damage. Access points shall be locked and means of entry shall be provided to the property owner.
5. Billing. Invoices for emergency board-up and securement services shall be sent to the homeowner or insurance company, if applicable. Participant will not submit an invoice to the City of Sheboygan for these activities.
6. Noncompliance Penalty and Appeal. Violations with the terms and conditions set forth in this Agreement may result in suspension, disqualification or termination. The Fire Chief shall have the authority to enforce penalties for noncompliance and to otherwise terminate this Agreement. Factors that the Chief may consider include but are not limited to the participant's timeliness and performance; professional service and attitude; ability to perform the necessary services in a safe manner; customer satisfaction; and accurate record-keeping.

Aggrieved participants may appeal the Chief's decision within 15 days of the mailing of the Notice of Suspension, Disqualification or Termination by filing a written appeal to the City Clerk. Such appeal shall set forth the reason(s) for the appeal. Within 30 days, the Licensing, Hearings & Public Safety Committee shall hold a hearing at which the parties may offer testimony and documents. Within 20 days of the hearing, the committee shall affirm, modify, or reverse the Chief's decision.



Res. No. 49 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with the Sheboygan Water Utility to contribute American Rescue Plan Act - State and Local Fiscal Recovery funds to the Raw Water Intake Project.

WHEREAS, the City owns and operates the Sheboygan Water Utility (the "Utility"); and

WHEREAS, the Utility collects, processes, and sells water to customers located within the City and to the City of Sheboygan Falls and the Village of Kohler; and

WHEREAS, the Utility collects raw water from Lake Michigan via an intake system consisting of an intake pipe located 2000 feet from shore, shore well, and a low lift pump station; and

WHEREAS, the Utility has determined that the intake system requires reconstruction as it can no longer meet demands, is vulnerable to winter icing and run off, and because the low lift pump station has been detrimentally impacted by Lake Michigan water levels; and

WHEREAS, the Utility has entered into a contract for services with CD Smith for the improvements; and

WHEREAS, the Utility intends to fund the improvements via an increased water rate, the Safe Drinking Water Loan Program, Water Utility Revenue Bonds; and

WHEREAS, the City has received American Rescue Plan Act ("ARPA") Local Fiscal Recovery funds, which are intended to address negative economic impacts and inequities perpetuated by the COVID-19 pandemic; and

WHEREAS, ARPA fund recipients are authorized by the Interim Final Rule published in May, 2021, and by final rule made effective April 1, 2022, to use funds to make necessary investments in water infrastructure; and

WHEREAS, the parties agree that the improvements qualify as "necessary" under the Interim Final Rule because they are designed to provide an adequate minimum level of water service and are unlikely to be made using privately sourced funds; and

WHEREAS, the City desires to contribute ARPA funds to the improvements in order to reduce the amount of borrowing and rate increases otherwise necessary to facility the improvements; and

WHEREAS, the City approved contributing \$9,550,000.00 of ARPA funds to the improvements via Res. No. 71-21-22, adopted on October 19, 2021; and

WHEREAS, the parties desire a contract executing the October 19, 2021 obligation of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached Agreement for the expenditure of \$9,550,000.00 in ARPA-Local Fiscal Recovery funds for the Raw Water Intake Project.

Account No.: 202000-580100

Account Name: Federal Grant Fund- Contributions/ Grants

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND THE  
SHEBOYGAN WATER UTILITY FOR THE PROVISION OF  
AMERICAN RESCUE PLAN ACT FUNDS IN SUPPORT OF THE  
RAW WATER IMPROVEMENTS PROJECT**

The parties to this Agreement are the City of Sheboygan, Wisconsin (“City”), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; and the Sheboygan Water Utility (“Utility”), a public water utility owned by the City and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081.

**WITNESSETH:**

- WHEREAS: The City owns and operates the Sheboygan Water Utility; and
- WHEREAS: The Utility collects, processes and sells water to customers located within the City and sells water wholesale to the City of Sheboygan Falls and the Village of Kohler; and
- WHEREAS: The Utility currently collects raw water from Lake Michigan via an intake system consisting of a 1959 intake pipe located 2000 feet from shore and a 1909 intake pipe located 5,000 feet from shore, a shore well, and a low lift pump station; and
- WHEREAS: The Utility has determined that the intake system requires reconstruction as the 1909 intake pipeline and shorewell have reached normal working lifetimes, and the 1959 intake pipeline is highly vulnerable to winter icing and run off, and because the low lift pump station has been detrimentally impacted by Lake Michigan water levels; and
- WHEREAS: The Utility has entered into a contract for services with CD Smith for the improvements, attached and incorporated herein as Exhibit A; and
- WHEREAS: The Utility intends to fund the improvements via an increased water rate, the Safe Drinking Water Loan Program, and a federal directed spending appropriation; and
- WHEREAS: The City has received American Rescue Plan Act (“ARPA”) local fiscal recovery funds, which are intended to address negative economic impacts and inequities perpetuated by the COVID-19 pandemic; and
- WHEREAS: ARPA fund recipients are authorized by the Interim Final Rule published in May, 2021, and by final rule made effective April 1, 2022, to use funds to make necessary investments in water infrastructure; and
- WHEREAS: The parties agree that the improvements qualify as “necessary” under the Interim Final Rule because they are designed to provide an adequate minimum level of water service and are unlikely to be made using privately sourced funds; and
- WHEREAS: The City desires to contribute ARPA funds to the improvements in order to reduce the amount of borrowing and rate increases otherwise necessary to fund the improvements; and



WHEREAS: The City approved contributing \$9,550,000.00 of ARPA funds to the improvements via Resolution 71-21-22, adopted on October 19, 2021, attached and incorporated herein as Exhibit B; and

WHEREAS: The parties desire a contract executing the October 19, 2021 obligation of ARPA funds.

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

1. Effective Date and Term. The effective date of this Agreement shall be June 16, 2022 and the term of this Agreement shall continue in full force and effect until project completion and final reporting made to the United States Treasury. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.
2. Authority. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing cooperation between a municipality and a water utility district and by Resolution No. 71-21-22 establishing the City's intention for spending \$9,550,000.00 of the American Rescue Plan Act ("ARPA")- Local Fiscal Recovery Funds the City received to support the Utility's Raw Water Intake Project ("Project").
3. Federal Assistance Notice. This Agreement is a subrecipient agreement funded with a federal assistance award to the City of Sheboygan from the US Department of Treasury under Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of ARPA Coronavirus State and Local Fiscal Recovery Fund ("LFRF"). The award is documented in the Award Terms and Conditions, signed by the Mayor on May 19, 2021, attached and incorporated herein as Exhibit C. The parties agree to comply with the applicable requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act and guidance issued by the Treasury Department as well as the Federal Terms & Conditions Addendum attached and incorporated herein as Exhibit D.
4. City Responsibilities. The City shall provide the Utility with \$9,550,000.00 ("transferred funds") by wire transfer. The City shall include this obligation and expense in its regular reporting to the United States Treasury in accordance with the Treasury's June 17, 2022 Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.
5. Utility Responsibilities. The Utility shall only use the transferred funds in support of the Project. The Utility shall provide all data, information and documentation as requested by the City in order to facilitate accurate and complete reporting to the Treasury.
6. Schedule. The Utility shall expend the funds provided to it by the City no later than December 1, 2024. Any funds not expended by that time shall be returned to the City by December 31, 2024.
7. Severability. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

8. Notices. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by U.S. mail or (c) by electronic mail, and such notices shall be addressed as follows:

City of Sheboygan

Attn: Kaitlyn Krueger

828 Center Ave.

Sheboygan, WI 53081

[Kaitlyn.Krueger@sheboyganwi.gov](mailto:Kaitlyn.Krueger@sheboyganwi.gov)

Sheboygan Water Utility

Attn: Joe Trueblood

72 Park Ave.

Sheboygan, WI 53081

[Joetrueblood@sheboyganwater.org](mailto:Joetrueblood@sheboyganwater.org)

9. Assignment. No party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other parties, which may be withheld in any party's sole discretion.
10. Interpretation. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all the parties.
11. Headings. Headings in this Agreement are for reference only and are not to be considered substantial provisions.
12. Authorization. Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.
13. Counterparts & Signatures. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.
14. Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement for the provision of American Rescue Act funds in support of the Raw Water Intake Project as of the last date set forth below, made retroactively effective June 16, 2022.

**City of Sheboygan**

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk

\_\_\_\_\_  
Date Signed

**Sheboygan Water Utility**

By: \_\_\_\_\_  
Joe Trueblood, Superintendent

\_\_\_\_\_  
Date Signed





SECTION 005214.16 - AGREEMENT

Sheboygan Water Utility  
Raw Water System Improvements  
AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of February in the year 2022 by and between Sheboygan Water Utility acting through its \_\_\_\_\_ hereinafter called OWNER and C.D. Smith Construction, Inc. with legal address and principal place of business at 125 Camelot Drive, Fond du Lac, WI 54935 hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith, 125 South Wacker Drive, Suite 700, Chicago, IL 60606, who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents

ARTICLE 3. CONTRACT TIME

3.1 The Contract Times shall commence on the date indicated in the Notice to Proceed. The following Contract Times shall apply:

3.1.1 Substantial Completion for Work shall be achieved in a total time of 630 Calendar Days.

3.1.2 Final Completion shall be achieved in 690 Calendar Days.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

#### ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

4.2 OWNER will determine the final Contract Price by selected the Base Bid and any Alternative Bids at the Owner's discretion.

#### ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

#### ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01. of the Conditions of the Contract.

6.2 Prior to the completion of 50% of the total Work of this Contract, progress payments will be in an amount equal to 90% percent of the value of the Work completed and 90% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon completion of 50% of the total Work of this Contract, further progress payments will be made in full to the contractor and no additional amounts will be retained unless, in the opinion of the OWNER, the job is not proceeding satisfactorily, but amounts previously retained will not be paid to the contractor. If after completion of 50% of the total Work of this Contract the Contractor forecasts a failure to complete the project within the allotted Contract time, as specified in Article 3 above, and, subsequently, in the opinion of the OWNER, fails to make a good faith effort to recover, then progress payments may be reduced to 90%.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06. of the Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

#### ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$2,000 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05. of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06. of the General Conditions.

## ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8.7 In accordance with Section 215 of the Clean Water Act, and implementing EPA regulations and guidelines, CONTRACTOR agrees that preference will be given to domestic construction material by CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this Contract.

## ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.



© 2021 CDM Smith  
All Rights Reserved

1317-256229  
November 2021

9.1.5 Performance Bond, Engineers Joint Contract Documents Committee (EJCDC) Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition.

9.1.6 General Conditions, EJCDC Document No. C-700, Standard General Conditions of the Construction Contract, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications as listed in Table of Contents.

9.1.9 Drawings, as listed on the Sheet G-1.

9.1.10 Addenda numbers 1 to 6, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

#### ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings assigned in the General Conditions.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

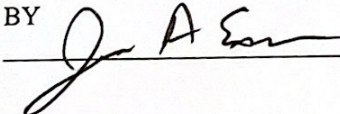
10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Change Order.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on April 14, 2022.

CONTRACTOR  
C.D. Smith Construction, Inc.

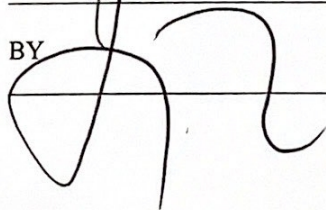
BY



Raw Water Improvements  
Sheboygan, Wisconsin

OWNER  
Sheboygan Water Utility

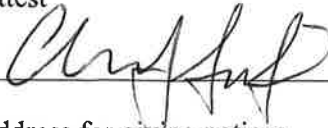
BY



Agreement  
005214.16 - 4  
Bid Set

(CORPORATE SEAL)

Attest

  
\_\_\_\_\_

Address for giving notices

125 Camelot Drive

Fond du Lac, WI 54935

(CORPORATE SEAL)

Attest

\_\_\_\_\_

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214.16

I, Christopher Smith, as Corporate Secretary of C.D. Smith Construction, Inc., a company organized and existing under the laws of the State of Wisconsin, do hereby certify that (a) the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of C.D. Smith Construction, Inc. duly held and convened on January 20, 2022, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, (b) that upon motions duly made, seconded, and unanimously carried, the following resolutions were adopted, and (c) that the following resolutions have not been modified, rescinded or revoked, and are at present in full force and effect:

BE IT RESOLVED that the execution of the Agreement by and between the Sheboygan Water Utility and C.D. Smith Construction, Inc. for the Sheboygan Water Utility Raw Water System Improvements project is affirmed and approved; and

BE IT RESOLVED that Justin Smith and Robert Seibel are the officers of the corporation hereby authorized and directed to execute any and all documents, including the Agreement and the Payment and Performance Bonds, which are necessary or required to effect the execution of such contract.

IN WITNESS WHEREOF, the undersigned Corporate Secretary has affixed his signature on this 22nd day of February, 2022.

/Christopher J. Smith

Christopher J. Smith  
Corporate Secretary



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## PERFORMANCE BOND

CONTRACTOR (name and address):  
C.D. Smith Construction, Inc.  
125 Camelot Drive  
Fond du Lac, WI 54935

SURETY (name and address of principal place of business):  
Federal Insurance Company  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

OWNER (name and address): Sheboygan Water Utility, 72 Park Avenue, Sheboygan, WI 53081

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 25, 2022

Amount: \$41,289,000.00

Description (name and location): Sheboygan Water Utility Raw Water System Improvements  
Sheboygan, WI

### BOND

Bond Number: K40318835

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 25, 2022

Amount: \$41,289,000.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

C.D. Smith Construction, Inc. \_\_\_\_\_ (seal)  
Contractor's Name and Corporate Seal

By: Justin A. Smith  
Signature

JUSTIN A. SMITH  
Print Name

PRESIDENT / CEO  
Title

Attest: [Signature]  
Signature

CORPORATE SECRETARY  
Title

### SURETY

Federal Insurance Company \_\_\_\_\_ (seal)  
Surety's Name and Corporate Seal

By: Matthew M. Spaude  
Signature (attach power of attorney)

Matthew M. Spaude  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Witness  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than



the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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## PAYMENT BOND

CONTRACTOR (name and address):

C.D. Smith Construction, Inc.

125 Camelot Drive

Fond du Lac, WI 54935

SURETY (name and address of principal place of business):

Federal Insurance Company

202B Halls Mill Road, PO Box 1650

Whitehouse Station, NJ 08889-1650

OWNER (name and address): Sheboygan Water Utility, 72 Park Avenue, Sheboygan, WI 53081

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 25, 2022

Amount: \$41,289,000.00

Description (name and location): Sheboygan Water Utility Raw Water System Improvements  
Sheboygan, WI

### BOND

Bond Number: K40318835

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 25, 2022

Amount: \$41,289,000.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

C.D. Smith Construction, Inc. (seal)

Contractor's Name and Corporate Seal

By:

Signature

JUSTIN A. SMITH

Print Name

PRESIDENT / CEO

Title

Attest:

Signature

CORPORATE SECRETARY

Title

### SURETY

Federal Insurance Company (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Matthew M. Spaude

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

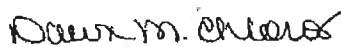
**CHUBB****Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

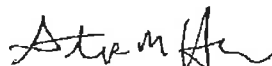
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Donna F. Bardenwerper, Ellen C. Chapman, Sarah C. Gantner and Matthew M. Spaude of Fond du Lac, Wisconsin; Bridget M. McCarthy and Kevin M. Winiarski of Brookfield, Wisconsin

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16<sup>th</sup> day of June, 2021.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS,

On this 16<sup>th</sup> day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316585  
Commission Expires July 16, 2024



Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

25<sup>th</sup> day of February, 2022.




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



SECTION 006116  
NOTICE OF INTENT TO AWARD

To: C.D. Smith Construction, Inc.  
125 Camelot Drive  
Fond du Lac, WI 54935

Project Description: Construction of an approximately 4,250 GSF Pump Station, shore well, new  
intake and intake inlet structure in Lake Michigan, yard piping, site improvements, and other work as  
indicated in the Contract Documents.


The OWNER has considered the BID submitted by you for the above described WORK, in response to its Notice to Bidders, dated November 12, 2021 and Instructions to Bidders.

You are hereby notified that your BID will be accepted, contingent upon Wisconsin Department of Natural Resources (WDNR) approval, for items in the amount of \$41,289,000.00.

You will be required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon WDNR approval, to you.

Dated this day of Feb. 2, 2022

OWNER

By: 

Title: Utility Superintendent

OFFICE OF THE CITY CLERK  
Sheboygan, Wisconsin  
City Hall

I hereby certify that this is a true copy  
of a document from the Common Council  
proceedings of the City of Sheboygan.

*Mauditha DeBri*  
City Clerk

EXHIBIT

tabbles

B

Res. No. 71 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
October 4, 2021.

A RESOLUTION expressing the Common Council's intent regarding funds received by the City of Sheboygan through the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, and authorizing the expenditure of ARPA funds for Administrative Expenses.

WHEREAS, in March 2021, the American Rescue Plan Act ("ARPA"), which included \$65 billion in recovery funds for cities across the country, became law; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, approximately \$22.8 million has been allocated to the City of Sheboygan; and

WHEREAS, in the first tranche the City has received \$11,003,103; and

WHEREAS, the City's current intent is to allocate the ARPA funds as follows:

Clean Water: Centralized wastewater collection and conveyance - Southside Interceptor Sanitary Sewer Project	\$9,950,000
Drinking Water: Source - Raw Water Intake Project	\$9,550,000
Aid to Tourism, Travel and Hospitality	\$ 563,489
Housing Support: Affordable Housing	\$2,076,511
Small Business Economic Assistance	\$ 160,000
Administrative Expenses	\$ 100,000

WHEREAS, the use of ARPA funds (rather than increasing the wastewater rate) for the Clean Water project is expected to save the average household approximately \$22.50 per quarter; and

WHEREAS, the use of ARPA funds toward the Drinking Water project is also expected to provide savings compared to solely funding the Drinking Water project through an increased water rate; and

WHEREAS, these savings to utility customers are a direct benefit of using ARPA funds towards these projects; and

WHEREAS, the City intends to allocate \$563,489 to aid tourism, travel and hospitality, equivalent to the room tax revenue losses the city experienced during 2020 compared to the baseline 2019 amounts; and

WHEREAS, the City will continue the Small Business Emergency Assistance program for businesses hit by revenue losses related to the pandemic; and

WHEREAS, given the meaningful reporting obligations associated with the ARPA funds, it is appropriate to allocate a portion of the ARPA funds toward administrative expenses; and

WHEREAS, City Staff continues to monitor information regarding the spending of ARPA funds from the U.S. Treasury Department and the State of Wisconsin in order to: (1) ensure compliance with all applicable state and federal requirements and (2) not create overlap with other funding programs released from the federal or state government.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its intent to use its portion of the ARPA funds as follows:

Clean Water: Centralized wastewater collection and conveyance - Southside Interceptor Sanitary Sewer Project	\$9,950,000
Drinking Water: Source - Raw Water Intake Project	\$9,550,000
Aid to Tourism, Travel and Hospitality	\$ 563,489
Housing Support: Affordable Housing	\$2,076,511
Small Business Economic Assistance	\$ 160,000
Administrative Expenses	\$ 100,000

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, the Common Council notes that any number of factors - including new guidance from the federal government - could make it in the best interest of the City for the actual expenditures of ARPA funds to differ from the Common Council's current intent identified above.

BE IT FURTHER RESOLVED: That the Common Council authorizes the appropriate City officials to use up to \$100,000 of the ARPA Funds for Administrative Expenses, including staff time spent ensuring the City's compliance with the state and federal requirements associated with the ARPA Funds.

Richard L. Bush

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 18<sup>th</sup> day of October, 2021.

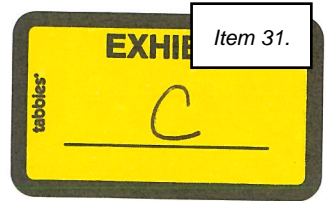
Dated October 19, 2021. Maudette DeBruin, City Clerk

Approved October 19, 2021. Ryan Soares, Mayor

Published October 23, 2021.

Certified October 19, 2021 to - Fin. Dir.; CA.; Atty.





OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Sheboygan 828 Center Avenue Sheboygan, Wisconsin, 53081-4494	DUNS Number: 076144153 Taxpayer Identification Number: 396005599 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:  
Recipient: Ryan Sorenson  
234B824E97DA470...

Authorized Representative: Ryan Sorenson

Title: Mayor

Date signed: 5/19/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by



Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Sheboygan

5/19/2021

Recipient

Date

DocuSigned by:

Ryan Sorenson

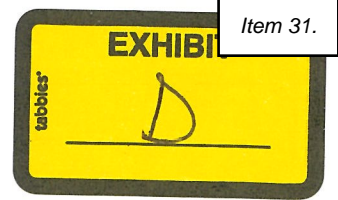
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Signature of Authorized Official

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## CITY OF SHEBOYGAN

### TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a “prime construction contract,” in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

**16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

**17. Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

**19. Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.



19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management (“SAM”)) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person’s personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

**This form is required only for subrecipient funding of more than \$100,000**

### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_

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

Signature of Contractor's authorized official

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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Date: 

---

Signature of Contractor's authorized official

---

(Print name of person signing above)

---

(Print title of person signing above)



Res. No. 50 - 22 - 23. By Alderpersons Dekker and Perrella. August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2<sup>nd</sup> Creek Dry to Wet Pond Conversion.

WHEREAS, in June, 2018, the City hired Strand Associates for design services for the 2<sup>nd</sup> Creek Dry-to-Wet Pond Conversion ("Project") via Res. No. 25-18-19; and

WHEREAS, in October, 2021, the City authorized Amendment No. 1 to the Project via Res. No. 66-21-22; and

WHEREAS, based upon current engineering standards and conditions at the site, namely the removal of fill, Strand Associates, Inc. has determined that installing three wells and monitoring them monthly for a period of twelve months would be best practice to ensure ground water does not leech into the pond; and

WHEREAS, the costs associated with the three monitoring wells and monthly readings therefrom were not previously anticipated because the initial preliminary design thought there would be no need to remove soil from the bottom of the existing retention pond.

NOW THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to execute Amendment No. 2 with Strand Associates, Inc., as attached, for the installation of three wells and twelve months of monitoring services from these wells.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$22,900.00 from Account No. 400300-641500 (Capital Projects - Storm Sewer Infrastructure) in payment of the services provided pursuant to this Amendment No. 2.

PW \_\_\_\_\_  
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



**Strand Associates, Inc.®**  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

Amendment No. 2 to Task Order No. 21-01  
 City of Sheboygan, Wisconsin (OWNER)  
 and Strand Associates, Inc.® (ENGINEER)  
 Pursuant to Agreement for Technical Services dated June 7, 2018

This is Amendment No. 2 to the referenced Task Order.

Project Name: 2nd Creek Dry to Wet Pond Conversion

Under **Scope of Services**, Design Services, ADD the following:

- “20. Provide three monitoring wells up to a total of 75 feet in depth (25-foot average depth each) on the project site. Provide monthly monitoring well readings for a period of 12 months. Provide an updated seepage analysis. Prepare a letter to supplement the May 16, 2022, Geotechnical Engineering Report documenting the findings of the monitoring well readings, updated seepage analysis, and updated geotechnical recommendations related to the design and construction of a wet detention basin by subconsultant GESTRA Engineering, Inc.
21. Field survey the location and top elevation of three monitoring wells.”

Under **Compensation**, CHANGE \$101,600 to “\$124,500.”

Under **Schedule**, CHANGE June 30, 2022, to “July 31, 2023.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SHEBOYGAN

\_\_\_\_\_  
 Joseph M. Bunker  
 Corporate Secretary

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ryan Sazama  
 City Engineer

\_\_\_\_\_  
 Date

VIII

R. C. No. 61 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred Res. No. 40-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

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Item 33.

Res. No. 40 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station.

WHEREAS, in January 2022, an engineering technician was performing topographic survey work at the intersection of N 10<sup>th</sup> Street and New York Avenue when a large gust of wind blew over the Leica Robotic Total Station ("RTS") resulting in physical and functional damage to the unit; and

WHEREAS, since purchasing this Leica RTS over seven years ago, the Department of Public Works ("DPW") has transitioned to Trimble equipment due to improved capabilities, which render work sites safer and improve efficiency; and

WHEREAS, DPW had previously planned to replace the now-damaged RTS with a Trimble RTS such that funds were budgeted in 2021 but not expended due to other priorities; and

WHEREAS, repairing the Leica RTS would be costly and would not support DPW's goal of standardized equipment; and

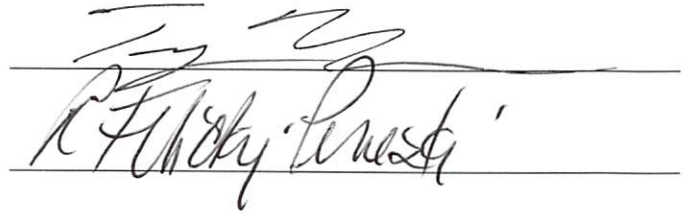
WHEREAS, Wisconsin's public construction laws do not require public bidding for the purchase of equipment or materials that are not earmarked for use with any particular project; and

WHEREAS, because Leica equipment is not compatible with Trimble, additional equipment will be necessary beyond the RTS.

F&P



NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$19,799.60 from the General Fund Contingency Account (Account No. 101141-810101) to Department of Public Works Light Equipment Account (Account No. 101331-651200).



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 62 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred Res. No. 42-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No. 42 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe.

WHEREAS, in January 2022, a burst sprinkler pipe caused significant damage to the Sheboygan Police Department such that the main lobby and municipal court were temporarily closed; and

WHEREAS, the Director of Public Works, in his authority pursuant to Sec. 2-397, Sheboygan Municipal Code, and Wis. Stat. § 62.15, determined that the burst sprinkler pipe caused a temporary public emergency to a public facility endangering the public health and welfare; and

WHEREAS, Wis. Stat. § 62.15(1b) exempts a municipality responding to a public emergency from the requirement that contracts of a certain monetary value be let by public bidding; and

WHEREAS, repairs were promptly undertaken and are now complete; and

WHEREAS, these unanticipated repair costs were paid from the Police Department budget.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to Wis. Stat. § 62.15(1b), the Common Council hereby declares that the public emergency created by the burst sprinkler pipe at the Sheboygan Police Department facility no longer exists.

F&P

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer \$13,816.48 from the General Fund Contingency Account (Account No. 101141-810101) to Police Department Account No. 101210-550110 to reimburse the Police Department for the unanticipated expense associated with repairing the burst sprinkler pipe.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



# Engagement Coordinator

Item 35.

**Direct Supervisor:** Director of Senior Services  
**Department:** Senior Services  
**Version Date:** June 2022  
**Salary Grade:** E  
**FLSA Status:** Exempt, Not Represented



## Position Summary:

Under the general direction of the Director of Senior Services, the Engagement Coordinator is responsible for strategy and implementation of internal and external communication, special event coordination, volunteer management, and daily operational support.

## Essential Responsibilities:

Primary responsibilities are to establish, plan, and execute a comprehensive communication plan that affectively informs engaged participants of ongoing opportunities at Uptown Social, as well as promoting Uptown Social to the greater Sheboygan community so as to attract new participants and members. In addition, the Engagement Coordinator assists the Director of Senior Services with planning of several annual special events, as well as recruiting and managing a team of volunteers to assist with daily operations of Uptown Social, personally assisting as needed. Daily operational support might include opening and closing the building, setting up for programs, cleaning up after programs, and interacting with participants.

### 1. Internal/External Communications:

- Serve as staff liaison to Communication Committee.
- Produce and distribute monthly print newsletter.
- Produce and schedule weekly e-newsletter.
- Create and execute social media content calendar, actively engaging participants with the private Insiders group as well as the general public through the general Facebook page. Explore and expand to other social media channels as they relate to our population of participants.
- Manage Uptown Social website.
- Coordinate external marketing campaigns, utilizing print, digital, radio, and other forms of media as appropriate and allowable within the marketing budget.
- Serve as first point of staff contact for participant questions related to program registration, special event registration, and Friends of Uptown Social annual membership.
- Assist in the promotion and publicity of Uptown Social program through community networking and development of business and community partnerships.
- With the help of the Director of Senior Services, solicit advertisers and sponsors for the monthly newsletter and weekly e-newsletter.

### 2. Volunteer Coordination:

- Oversee all volunteer and volunteer programs, including volunteer training and recognition opportunities.
- Manage team of volunteers to assist with staffing the reception desk; cover reception desk responsibilities if volunteers are not available.
- Recruit new volunteers as needed.
- Coordinate large volunteer events, such as annual Day of Caring community event.
- Serve as staff support to City of Sheboygan Senior Services Commission and Friends of Uptown Social Board of Directors

### 3. Special Event Coordination:

- Execute several special events annually as directed by the Director of Senior Services and Friends of Uptown Social.

### 4. Operational/Administrative Support:

- Maintain database of members and program participants, ensuring accurate reporting of daily attendance.
- Manage event/program calendars; coordinate room schedules with Program & Wellness Coordinator.
- Assist Program & Wellness Coordinator in the development and implementation of programs and activities that enhance the quality of life for Uptown Social participants.
- Work closely with volunteers and other staff to ensure program

### **Education & Experience:**

- Bachelor's Degree in Marketing, Communication, or other related field, or five or more years of relevant communication experience.
- Experience working in an older adult recreation environment preferred.
- Non-Profit experience preferred.

### **Qualifications & Skills:**

1. Strong interpersonal, verbal, and written communication skills.
2. An ability to meet deadlines and prioritize multiple projects.
3. Competency with basic record keeping systems.
4. Basic Graphic Design capabilities, experience with Adobe InDesign preferred.
5. Position requires initiative, resourcefulness; experience as a "self-starter" and a strong sense of responsibility.
6. Flexibility in varied job assignments.
7. Upbeat, positive attitude and willingness to work as a team is essential.
8. Ability to work with compassion and patience in an environment with older adults.
9. Perform other work-related duties as assigned, respond to requests for information in a timely and accurate manner.

### **Post Job Offer Requirements:**

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

### **Work Environment:**

The work environment and physical demands characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

## Department Summary:

The function of the Senior Services Department is to serve our customers in a way that establishes a relationship of mutual gratitude- our gratitude for our customer's patronage, and our customer's gratitude for the quality and value they receive. We want to encourage all citizens, especially older adults, to remain active and engaged in their community.

- The vibrancy and health of our organization depends upon the investment of each individual.
- We believe in the inherent value of ALL people.
- We believe in building collaborative relationships.
- We believe that older adults have talent and wisdom to share and are an important community resource.

## Acknowledgement:

The job description includes the essential responsibilities of the position and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific essential responsibilities does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the job description for this position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six values of the City's Strategic Plan.

Employee Name:\_\_\_\_\_ Employee Number:\_\_\_\_\_

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

VIII

R. C. No. 63 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred Res. No. 43-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No. 43 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
July 18, 2022.

A RESOLUTION authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department.

WHEREAS, in December, 2020, one of three full-time employees within Senior Services was relieved due to decreased program offerings caused by the closure of the former Senior Activity Center facility located at 428 Wisconsin Avenue; and

WHEREAS, the 2022 senior services budget allocated funding sufficient to maintain two full-time employees based on the reduced needs of the department; and

WHEREAS, the new senior services facility, known as "Uptown Social," will assume occupancy of a building located at 1817 N. 8<sup>th</sup> Street in November, 2022; and

WHEREAS, with the new, larger facility, Uptown Social intends to reinstate more program offerings necessitating a return to three full-time employees in order to better serve Sheboygan's growing population of older adults; and

WHEREAS, pursuant to Sec. 82-24, Sheboygan Municipal Code, Senior Services has provided notice to the City Administrator, in the absence of a Human Resources Director, of the department's desire to fill the vacant, full-time position of Engagement Coordinator; and

WHEREAS, the Friends of Uptown Social has agreed to offset any costs related to hiring and employing a full-time Engagement Coordinator for the 2022 budget year, which is expected to total approximately \$15,000; and

WHEREAS, the City Administrator has determined that filling the Engagement Coordinator position is appropriate and will be budget-neutral upon acceptance of the donation; and

WHEREAS, staff is empowered by Sec. 82-24(b)-(c) to proceed with hiring and filling a position if doing so is budget-neutral.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to accept the approved amount of \$15,000 from the Friends of Uptown Social and receipt it in Acct. No. 101 - 485005 (Contribution - Uptown Friends) in the 2022 Budget.

F+P

BE IT FURTHER RESOLVED: That should filling this position result in additional, unanticipated expenses, the Finance Director is authorized to accept additional funds from Friends of Uptown Social to ensure the 2022 Budget is not impacted.



R. Thibault

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Gen. Ord. No. 8 - 22 - 23. By Alderpersons Ackley, Dekker, and Perrella.  
August 1, 2022.

AN ORDINANCE expanding the Disorderly Conduct ordinance so as to prohibit harassment of an individual on the basis of their status as an election official and requiring an increased forfeiture for violations of this nature, and clarifying that disorderly conduct may include harassment by the use of telecommunication devices.

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

Section 1. Section 70-151 of the Municipal Code entitled "Disorderly Conduct" is hereby repealed and recreated to read as follows:

"Sec. 70-151. - Disorderly conduct.

- (a) No person shall in a public or private place, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- (b) No person shall, with intent to harass, annoy, or offend another, send a telecommunication message to a telecommunication device and use any violent, abusive, indecent, profane, or otherwise disorderly language or image, or any other message which tends to cause or provoke a disturbance.
- (c) No person shall engage in any of the behavior outlined in subsections (a) or (b) of this section directed at an individual working in their capacity as an election official or based on their position as an election official.
- (d) Definitions.
  - (1) *Election official* has the same definition provided in Wis. Stat. § 5.02(4e), meaning an individual who is charged with any duties related to the conduct of an election.
  - (2) *Telecommunication device* means any instrument, equipment, machine or other device that facilitates telecommunication, including but not limited to, a computer, computer network, computer chip, computer circuit, scanner, telephone, cellular telephone, pager, personal communications device, radio, transponder, receiver, modem or device that enables the use of a modem.



- (3) *Telecommunication message* means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature."

Section 2. Section 70-5 of the Municipal Code entitled "Penalties for certain enumerated sections of this chapter" is hereby amended in subsection (3) thereof to read as follows:

"Sec. 70-5. - Penalties for certain enumerated sections of this chapter.

. . .

- (3) A forfeiture of not less than \$75.00 or more than \$500.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 60 days for a violation of any of the following sections: 70-42, 70-151(a), 70-151(b), 70-183, 70-251 - 253, and 70-256 - 70-258.

. . ."

Section 3. Section 70-5 of the Municipal Code entitled "Penalties for certain enumerated sections of this chapter" is hereby amended so as to add a new subsection (6) thereof to read as follows:

"Sec. 70-5. - Penalties for certain enumerated sections of this chapter.

. . .

- (6) A forfeiture of not less than \$300.00 or more than \$1,000.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 90 days for a violation of any of section 70-151(c)."

Section 4. The Bond Schedule adopted by the City of Sheboygan shall be modified so as to provide that the bond amount for a violation of section 70-151 (a) and (b) shall remain as previously provided: \$150.00 plus costs (totaling \$250.00) except in aggravated circumstances where it shall be \$250.00 plus costs (totaling \$376.00).

Section 5. The Bond Schedule adopted by the City of Sheboygan shall be modified so as to provide that the bond amount for a violation of section 70-151 (c) shall be \$500.00 plus costs (totaling \$691.00).



Section 6. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Gen. Ord. No. 9 - 22 - 23. By Alderpersons Felde and Dekker.  
August 1, 2022.

AN ORDINANCE establishing a Responsible Bidder Policy for the City of Sheboygan.

WHEREAS, the City is empowered by Wis. Stat. § 66.0901(2) to require any entity desiring consideration for a public contract to supply a sworn statement addressing various aspects of the entity's work experience, safety practices, financial ability, and other factors relating to public welfare and protection; and

WHEREAS, as stewards of City tax dollars, it is vital that public projects are completed timely, professionally, and to a high degree of quality.

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

Section 1. Section 2-400 of the Municipal Code entitled "Responsible Bidder" is hereby created so as to read as follows:

"Sec. 2-400. - Responsible Bidder.

(a) *Purpose.* Pursuant to Wis. Stat. § 66.0901, whenever the City contracts for public works, the contract must be awarded to the lowest responsible bidder. Whether a bidder is "responsible" is a determination requiring the exercise of City discretion. This ordinance is intended to ensure that submitted bids are reviewed by the City and its departments, officials or employees under reasonably consistent responsible bidder criteria when exercising its discretion.

(b) *Definitions.*

- (1) "Contractor" means a person, corporation, partnership or any other business entity that performs work in a public works contract as a general contractor, prime contractor or subcontractor at any tier.
- (2) "Director" shall mean the Director of Public Works or his/her designee.
- (3) "Multiple-trade public works contract" is a public works project in which no single trade accounts for 85% or more of the total labor cost of the project.

- (4) "Public Works Contract" means a contract for the construction, alteration, execution, repair, remodeling or improvement of a public work or building, or furnishing of supplies or materials of any kind, where the cost of such work will exceed \$25,000 and where the contract is required to be bid pursuant to Wis. Stat 62.15.
  - (5) "Registered Apprenticeship Program" means an apprenticeship program that is currently approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for three (3) years. In addition, a new apprenticeship program that has been registered with the federal or state government within the last three (3) years will be considered a Registered Apprentice Program, provided that such new program graduates apprentices to journey person status within the indenture period.
  - (6) "Single-trade public works contract" is a public works project in which a single trade accounts for 85% or more of the total labor cost of the project.
- (c) *Policy.* When entering into contracts for public construction under Wis. Stat. § 62.15, the City will only award a contract to a contractor who has been prequalified pursuant to Wis. Stat. § 66.0901 and the procedures set forth herein or to a contractor that has submitted sufficient information addressing each of the responsible bidder criteria set forth herein.
- (d) *Contractor Prequalification.* The Director shall review contractor prequalification applications and approve those that satisfy the requirements of this ordinance. If a contractor is denied prequalification, the contractor shall have the right to appeal such decision to the Public Works Committee pursuant to the appeal provision set forth in subsection (h) of this section.
- (1) *Application for Prequalification* shall be filed with the Director not less than five business days prior to the time set for opening of bids not less than five business days prior to the time set for opening of bids for a project Contractor desires to bid on, and shall address each of the Responsible Bidder Criteria set forth in subsection (e) of this section. Such applications shall, at a minimum, require a sworn certification by the applicant attesting to the facts contained therein.



- (2) *Application Review.* The Director may request additional information if, in his/her discretion, such information is necessary to make a determination. The Director shall review each application and provide the applicant a written decision within 14 calendar days.
  - (3) *Prequalification Term.* Prequalification shall be valid for one year from the approval date. The Director may suspend or revoke prequalification status for good cause. Such decision shall be made in writing and the contractor shall be provided timely notice and an opportunity to be heard by the Director.
  - (4) *Prequalification Renewal and Disclosure.* It shall be the obligation of the contractor to timely renew its prequalification and to report information regarding any material changes to its business or operations that are relevant to its prequalification application, including information that would affect its ability to make the certifications required by this ordinance. Any such information must be reported within fifteen (15) days of the contractor's knowledge of the information. Failure to report information under this subsection may result in suspension or revocation of the contractor's prequalification, debarment from City contracts for a period of up to three years and other sanctions available under applicable law.
  - (5) *Publication of Prequalified Contractors.* The Director shall publicly post a list of prequalified contractors, which shall include the names, addresses, and prequalification numbers of contractors and applicable dates of prequalification approval. This list shall be updated on a monthly basis.
- (e) *Responsible Bidder Criteria.* For consideration as a "responsible bidder" for purposes of being awarded a public works contract or for prequalification, a contractor shall supply information that satisfies all of the following criteria:
- (1) The contractor maintains a permanent place of business.
  - (2) The contractor is authorized to do business in the State of Wisconsin.
  - (3) The contractor possesses all valid, effective licenses, registrations, or certificates required for the contractor or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including,



but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.

- (4) The contractor, or any agent, partner, employee or officer of the contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- (5) The contractor complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).
- (6) The contractor has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.
- (7) The contractor has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years.
- (8) Regarding public works contracts in excess of \$100,000, the contractor participates in a Registered Apprenticeship Program.
- (9) The Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.
- (10) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- (11) The contractor has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the contractor has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment.
- (12) Within the last five (5) years, the contractor has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the

penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than \$10,000.

- (13) The contractor's employees who will perform work on the project are:
    - a. Covered under a current workers' compensation policy; and
    - b. Properly classified under such policy.
  - (14) The contractor complies with all laws regarding health insurance coverage for employees.
  - (15) The contractor has adequate financial resources to complete the public contract, as well as all other work the bidder is presently under contract to complete.
  - (16) The contractor is bondable for the terms of the proposed public works contract.
  - (17) If required in the Director's discretion, the contractor has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:
    - a. Completion of contracts in accordance with drawing and specifications;
    - b. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
    - c. Fulfilled guarantee requirements of the contract documents.
  - (18) The contractor has, and diligently maintains, a written safety program.
  - (19) The contractor has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.
  - (20) The contractor has not defaulted on any project in the past three (3) years.
- (f) *No Restriction on Discretion.* If information other than what must be disclosed by the contractor in subsection (e) of this section

is discovered by the City or the employee responsible for awarding the public works contract, and such information calls into question the contractor's capacity or competence to faithfully and responsibly comply with the term of a public works contract, that information shall be considered in determining whether the contractor is a responsible bidder.

- (g) *Affidavit of Compliance.* The general or prime contractor bidding on a public works project shall include in its sealed bids an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City; and an affidavit swearing compliance with the criteria set forth in subsection (e) of this section on the form required by the City from every subcontractor at any tier who will perform work on the project.
- (h) *Appeal.* Any applicant, contractor or subcontractor aggrieved by a determination of the Director under this ordinance may appeal the determination to the Public Works Committee. The appeal shall be taken within fifteen (15) days of the determination to be appealed and shall be filed in writing with the Municipal Clerk. The Public Works Committee shall schedule a hearing on the appeal promptly.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor