



# **\*\*\*\*\*AMENDED\*\*\*\*\* FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA**

**February 27, 2023 at 5:00 PM**

**Council Chambers, 828 Center Avenue, Sheboygan, WI**

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

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call (Alderspersons Mitchell, Filicky-Peneski, Perella, Ackley, and Felde may attend remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## **MINUTES**

5. Approval of Minutes - February 13, 2023

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 133-22-23 / February 20, 2023: A RESOLUTION authorizing the purchase of 1214 South 11th Street to assist in infrastructure development for the City.
7. Res. No. 137-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 6 (South Pier/Lakefront District) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.
8. Res. No. 138-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 10 (Water Street Neighborhood) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.
9. Res. No. 139-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 12 (Niagara Avenue) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.
10. Res. No. 140-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 13 (Landmark Square/Founders Club) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

- [11.](#) Res. No. 141-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 14 (Taylor Drive) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.
- [12.](#) Res. No. 142-22-23 / February 20, 2023: A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 15 (Pick N Save-Southside) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.
- [13.](#) Gen. Ord. No. 28-22-23 / February 20, 2023: AN ORDINANCE amending the process for preparation and approval of the City's Executive Budget contained in Sections 2-903 and 2-905 of the Municipal Code.

#### **ITEMS FOR DISCUSSION ONLY**

- [14.](#) City Clerk - 2022 Annual Report
- [15.](#) Cable TV - 2022 Annual Report
- [16.](#) IT - 2022 Annual Report
- [17.](#) Muni Court - 2022 Annual Report
- [18.](#) City Development - 2022 Annual Report
- [19.](#) Uptown Social - 2022 Annual Report
- [20.](#) Finance Department - 2022 Annual Report

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

21. Next Meeting Date - March 13, 2023

#### **ADJOURN**

22. Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** R.O. No. 133-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1214 South 11<sup>th</sup> Street to assist in infrastructure development for the City.

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**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

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**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

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**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes:  
 Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The Common Council had previously accepted a R.O. outlining the need for purchasing this property. Once the City closes on this property, city staff will be working to relocate this home to another city owned lot and then allow the Department of Public Works to complete the necessary repairs to the retaining wall near the alley.

**STAFF COMMENTS:**

The purchase price is \$167,630 which makes up the property purchase price of \$112,630 and \$55,000 in additional expenses. The City will not close on the property until the seller has left the property and will therefore continue to make monthly mortgage payments to Wisconsin Bank and Trust. Once the seller vacates the property, the City will deduct the previously paid payments from the total purchase price and will make a lump sum final payment to Wisconsin Bank and Trust and the seller. This would need to occur prior to July 1, 2023.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 133-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1214 South 11<sup>th</sup> Street to assist in infrastructure development for the City.

**ATTACHMENTS:**

- I. Res. No. 133-22-23

III

Res. No. 133 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION authorizing the purchase of 1214 South 11th Street to assist in infrastructure development for the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Brian Scheele, thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at line 545 of the Residential Offer to Purchase.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

F4P

\_\_\_\_\_  
\_\_\_\_\_

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



**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** February 2, 2023 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, City of Sheboygan,  
4 offers to purchase the Property known as [Street Address] 1214 South 11th Street

5  
6 in the City of Sheboygan, County  
7 of Sheboygan Wisconsin (insert additional description, if any, at lines 543-551 or  
8 in an addendum per line 573), on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Hundred Sixty-seven Thousand Six Hundred Thirty and 00/100  
10 Dollars (\$ 167,630.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: N/A

13  
14  
15  
16  
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
18 **or not included.**

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-16) and the following: N/A

21  
22  
23  
24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**  
25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**  
26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or  
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units  
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor  
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting  
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central  
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations  
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water**  
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).**

39 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
40 on or before February 16, 2023. Seller may keep the  
41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
46 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **[CLOSING]** This transaction is to be closed on no later than July 1, 2023  
48 at the place selected by Seller,

49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
52 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
53 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
54 **transfer instructions.**

**EARNEST MONEY**

■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

■ EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

Seller \_\_\_\_\_)

**STRIKE THOSE NOT APPLICABLE**

(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

**CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.**

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except:

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

**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in Seller's Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 ~~overflow from sinks, bathtubs, or sewers, or other water or moisture intrusions or conditions.~~
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
- 117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
- 119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
- 123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
- 124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
- 125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
- 126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
- 128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
- 130 substances on neighboring properties.
- 131 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
- 132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
- 134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
- 135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
- 137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
- 138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
- 139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
- 141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
- 143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
- 144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
- 146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
- 147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
- 149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
- 151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
- 152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
- 153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
- 155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
- 156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
- 158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
- 160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
- 162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
- 163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
- 165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
- 167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
- 169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
- 171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
- 173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 ~~z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).~~

176 ~~aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or~~  
177 ~~excessive sliding, settling, earth movement or upheavals.~~

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

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

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

193 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
197 inspection of \_\_\_\_\_

198 \_\_\_\_\_ (list any Property component(s)  
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
202 inspector or independent qualified third party.

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

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

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

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

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

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**  
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
215 **of the premises.**

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

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

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

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

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

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

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

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

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

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

227 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
230 indicating an EPA average radon level of less than 4.0 pCi/L, at (Buyer's) (Seller's) **STRIKE ONE**  
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to  
234 the radon level in the report.

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

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

- 237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,  
238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

- 242 (1) Seller does not have the right to cure; or  
243 (2) Seller has the right to cure but:  
244 (a) Seller delivers written notice that Seller will not cure; or  
245 (b) Seller does not timely deliver the notice of election to cure.

246 **NOTE: For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY**

248 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
249 [loan type or specific lender, if any] first mortgage loan commitment as described  
250 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
251 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
252 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
255 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan  
256 sources or obtaining a construction loan or land contract financing, describe at lines 543-551 or in an addendum attached  
257 per line 573. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
259 lender's appraiser access to the Property.

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

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

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

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

270 ~~■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer~~  
271 ~~or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
273 (even if subject to conditions) that is:

- 274 (1) signed by Buyer; or  
275 (2) accompanied by Buyer's written direction for delivery.

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

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

281 ~~■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.~~  
282 ~~Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of~~  
283 ~~written loan commitment from Buyer.~~

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

288 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or  
290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
294 ~~cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit~~  
295 ~~worthiness for Seller financing.~~

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after

297 acceptance, Buyer shall deliver to Seller either:

298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at

299 the time of verification, sufficient funds to close; or

300 (2) \_\_\_\_\_

301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written

303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain

304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's

305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of

307 access for an appraisal constitute a financing commitment contingency.

308 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised

309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than

311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy

313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

314 to the appraised value.

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

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase

317 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated

319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written

321 appraisal report and:

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

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

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

325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal

326 report.

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

328 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

329 Buyer's property located at \_\_\_\_\_

330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification

332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds

333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or

334 proof of bridge loan shall not extend the closing date for this Offer.

335 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if

337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of \_\_\_\_\_

340 \_\_\_\_\_ (name other contingencies, if any); and

341 (3) Any of the following checked below:

342 ☐ Proof of bridge loan financing.

343 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_

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

348 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"

353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may

356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is  
358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
361 association assessments, fuel and none

362  
363 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

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

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

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

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

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

372  
373 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
374 **substantially different than the amount used for proration especially in transactions involving new construction,**  
375 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
376 **assessor regarding possible tax changes.**

377 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
378 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

382 **TITLE EVIDENCE**

383 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
384 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
385 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
386 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
387 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
388 Condition Report and in this Offer, general taxes levied in the year of closing and none

389  
390 (insert other allowable exceptions from title, if any)  
391 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the  
392 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

400 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
401 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-  
405 415).

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days  
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the  
409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the  
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said  
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the  
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.  
415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments



shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

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

~~Insert additional terms, if any, at lines 543-551 or attach as an addendum per line 573.~~

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
483 this Offer at lines 543-551 or in an addendum attached per line 573, or lines 426-430 if the Property is leased. At time of  
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except  
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given  
486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers  
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
529 Offer and proceed under lines 494-501.

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

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

#### 543 **ADDITIONAL PROVISIONS/CONTINGENCIES**

544 \_\_\_\_\_  
 545 Offer is contingent upon Common Council approval.  
 546 Offer is contingent upon an inspection of the Property conducted by City of Sheboygan personnel.  
 547 City shall pay Buyer's mortgage payments due until the date of closing. All such mortgage payments made by City shall be offset from  
 548 the final purchase price.  
 549 \_\_\_\_\_  
 550 \_\_\_\_\_  
 551 \_\_\_\_\_

552 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 553 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 554 555-570.

555 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
 556 line 557 or 558.

557 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

558 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

559 ☐ (2) **Fax:** fax transmission of the document or written notice to the following number:

560 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

561 ☐ (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a  
 562 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
 563 address at line 566 or 567.

564 ☒ (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
 565 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

566 Address for Seller: 1214 South 11th Street, Sheboygan, WI 53081

567 Address for Buyer: 828 Center Ave., Suite 208, Sheboygan, WI 53081

568 ☒ (5) **Email:** electronically transmitting the document or written notice to the email address.

569 Email Address for Seller: bjscheele1@gmail.com

570 Email Address for Buyer: chad.pelishak@sheboyganwi.gov

571 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
 572 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

573 ☐ **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

574 This Offer was drafted by [Licensee and Firm] Assistant City Attorney Elizabeth Majerus

575 (x) \_\_\_\_\_  
 576 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

577 (x) \_\_\_\_\_  
 578 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

579 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
 580 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
 581 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
 582 **COPY OF THIS OFFER.**

583 (x) Brian Scheele 2-13-2022  
 584 Seller's Signature ▲ Print Name Here ► Brian Scheele Date ▲ \_\_\_\_\_

585 (x) \_\_\_\_\_  
 586 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

587 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

588 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

589 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 590 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 137-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 6 (South Pier/Lakefront District) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Increment Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that is district could be terminated. The district has fulfilled all its' obligations and has no additional expenditures.

**STAFF COMMENTS:**

This district was created as rehab district to develop the Marina, Lakefront, and South Pier Districts. The district was created in 1992 and the maximum time to stay open 1/20/2023.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 137-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 6 (Lakefront and South Pier Districts) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.



TID District 6

**ATTACHMENTS:**

- I. Res. No. 137-22-23

III

Res. No. 137 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 6 (South Pier/Lakefront District) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 306-91-92 creating Tax Incremental Financing (TIF) District No. 6 on January 20, 1992 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 6.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

FAP



BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 6 as determined by the final audit by the City's auditors, Baker Tilly.

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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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 138-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 10 (Water Street Neighborhood) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Incremental Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that this district could be terminated. The district has generated enough excess increment to pay off the remaining obligations for the Kingsbury Development and can close early.

**STAFF COMMENTS:**

This district was created as rehab district to redevelopment the Water Street Neighborhood into affordable housing, senior affordable housing and market rate housing. The district was created in 1997 and the maximum time to stay open 5/19/2024.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 138-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 10 (Water Street Neighborhood) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**ATTACHMENTS:**

- I. Res. No. 138-22-23



TID District 10

Res. No. 138 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 10 (Water Street Neighborhood) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 47-97-98 creating Tax Incremental Financing (TIF) District No. 10 on May 19, 1997 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 10.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 10 as determined by the final audit by the City's auditors, Baker Tilly.

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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



## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 139-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 12 (Niagara Avenue) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin N/A  
 Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Increment Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that is district could be terminated. The district was previously donating excess increment to TID 17, but TID 17 (Indiana Avenue) to sustain it self without the donation.

**STAFF COMMENTS:**

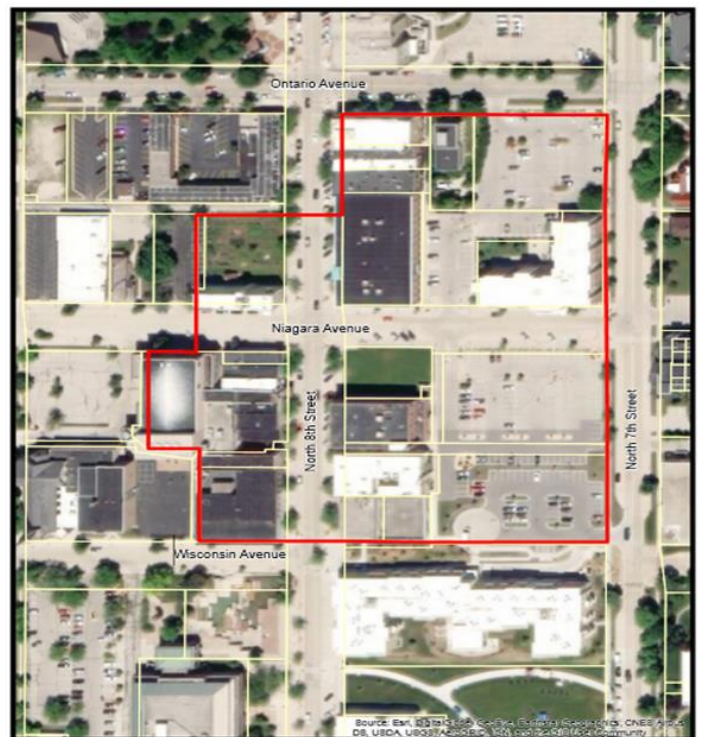
This district was created as rehab district for the redevelopment to allow Grandstay Residential Suites and Niagara Avenue to be opened back up to traffic. The district was created in 2000 and the maximum time to stay open is 2/21/2027.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 140-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 12 (Niagara Avenue) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**ATTACHMENTS:**

- I. Res. No. 139-22-23



TID District 12

III

Res. No. 139 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 12 (Niagara Avenue) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 294-99-00 creating Tax Incremental Financing (TIF) District No. 12 on February 21, 2000 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 12.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

FHP

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 12 as determined by the final audit by the City's auditors, Baker Tilly.

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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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 140-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 13 (Landmark/Founders Club) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin N/A  
 Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Incremental Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that is district could be terminated. The district was previously donating excess increment to TID 17, but TID 17 (Indiana Avenue) to sustain it self without the donation.

**STAFF COMMENTS:**

This district was created as blight/rehab district for the redevelopment for the development of the Landmark Condos. The district was created in 2005 and the maximum time to stay open is 11/21/2032.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 140-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 13 (Landmark/Founders Club) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**ATTACHMENTS:**

- I. Res. No. 140-22-23



TID District 13



Res. No. 140 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 13 (Landmark Square/Founders Club) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 165-05-06 creating Tax Incremental Financing (TIF) District No. 13 on November 21, 2005 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 13.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

FAP

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 13 as determined by the final audit by the City's auditors, Baker Tilly.

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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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 141-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 14 (Taylor Drive) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin N/A  
 Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Increment Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that is district could be terminated due to enough increment being generated in advance to fulfil the obligations under the development agreement with Meijer Foods.

**STAFF COMMENTS:**

This district was created as Mixed-Use district for the redevelopment of the former Walmart into Festival Foods and recently amended to include the redevelopment of the Memorial Mall into Meijer Foods and Panera. The district was created in 2011 and the maximum time to stay open is 1/4/2031.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 141-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 14 (Taylor Drive) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**ATTACHMENTS:**

- I. Res. No. 141-22-23



Res. No. 141 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 14 (Taylor Drive) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 181-10-11 creating Tax Incremental Financing (TIF) District No. 14 on January 4, 2011 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 14.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

FAP



BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 14 as determined by the final audit by the City's auditors, Baker Tilly.

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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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Res. No. 142-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 15 (Pick N Save Southside) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

**REPORT DATE:** February 23, 2023

**MEETING DATE:** February 27, 2023

**FISCAL SUMMARY:**

Budget Line Item:  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes:  
 Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Department of Revenue requires Tax Increment Districts to be terminated by April 15. After the City completed the long-term financial plan with Ehlers last year, it was determined that is district could be terminated due to the financial incentives to Pick N Save being fulfilled.

**STAFF COMMENTS:**

This district was created as Mixed-Use district for the redevelopment of the former K-Mart into the now Ashley Home store. The district was created in 2011 and the maximum time to stay open is 4/6/2031. Since there are no more expenses planned to be incurred the decision to terminate makes the most sense.



TID District 15

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 142-22-23 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 15 (Pick N Save Southside) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

**ATTACHMENTS:**

- I. Res. No. 142-22-23

III

Res. No. 142 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 15 (Pick N Save-Southside) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 239-10-11 creating Tax Incremental Financing (TIF) District No. 15 on April 6, 2011 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 15.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of March 21, 2023, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

FAP

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 15 as determined by the final audit by the City's auditors, Baker Tilly.

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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

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** Gen. Ord. No. 28-22-23 by Alderpersons Mitchell and Filicky-Peneski.

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**REPORT PREPARED BY:** Finance Director Kaitlyn Krueger

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**REPORT DATE:** February 24, 2023

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**MEETING DATE:** February 27, 2023

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
 Budget Summary: N/A  
 Budgeted Expenditure: N/A

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**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
 Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

During the past two budget cycles, there have been many comments from both the Common Council and Department Heads related to the process that has historically been followed. The current budget process has two tracks including one for capital improvement and one for operating. The current timelines have been attached for reference purposes.

**STAFF COMMENTS:**

Staff has prepared the proposed budget timeline for Council consideration with the intention of increasing transparency and engagement of both the elected officials and taxpayers. Additionally, the new timeline would align the capital improvement and operating budgets into a more cohesive process decreasing duplicity and allowing more input.

**ACTION REQUESTED:**

Motion to recommend the Common Council adopt Gen. Ord. No. 28-22-23 by Alderperson Mitchell and Filicky-Peneski.

**ATTACHMENTS:**

- I. Gen. Ord. No. 28-22-23
- II. 2023-2027 Capital Improvements Program Schedule
- III. 2023 City of Sheboygan-Budget Schedule
- IV. Proposed Budget and CIP Schedule



Gen. Ord. No. 28 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
February 20, 2023.

AN ORDINANCE amending the process for preparation and approval of the City's Executive Budget contained in Sections 2-903 and 2-905 of the Municipal Code.

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

Section 1. Sec. 2-903 of the Municipal Code entitled "Departmental estimates consideration; standing committee review" is hereby amended to read as follows:

"Sec. 2-903. - Departmental estimates consideration; standing committee review.

The City Administrator, together with the Mayor, shall consider such departmental estimates as provided in section 2-902 in consultation with the department head and shall then determine the total amount to be recommended in the budget for such department or activity. Such recommendation shall be submitted to the Committee of the Whole for review."

Section 2. Sec. 2-905 of the Municipal Code entitled "Proposed budget review, public hearing, amendment, adoption" shall be amended to read as follows:

"Sec. 2-905. - Proposed budget review, public hearing, amendment, adoption.

Upon completion of the review of the proposed budget by the Committee of the Whole, the Committee of the Whole shall submit to the council a budget resolution providing a summary budget less anticipated revenues and a tax levy for the ensuing year. After submission of the proposed budget resolution to the council, it shall hold a public hearing as required by Wis. Stats. § 65.90. Following the public hearing the proposed budget may be changed as amended and shall then be adopted at a regular or special meeting of the council."

FIP

Section 3. 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



1<sup>st</sup> Quarter

- January
  - o Quarterly budget update
    - Committee of the Whole
      - Current state/ last year

2<sup>nd</sup> Quarter

- April
  - o Quarterly budget update
    - Committee of the Whole
      - Current state

3<sup>rd</sup> Quarter

- July
  - o City Admin submits budget schedule to CC
  - o City Admin provides department heads with budget parameters and CIP parameters
- August
  - o 1<sup>st</sup> half of month
    - Finance Committee
      - Educate public on municipal budgeting
        - o CIP & operating directives explained during this meeting
      - Hear citizen feedback
  - o August 15: deadline for department preliminary budgets and CIP submittals
  - o 2<sup>nd</sup> half of month Quarterly budget update
    - Committee of the Whole
      - Workshop of Council
      - Invite the public to participate
      - 1/2 of departments
- September
  - o Committee of the Whole
    - Workshop of Council
    - Invite Public to participate
    - 1/2 of departments
  - o 1<sup>st</sup> CC
    - Refer CIP to Plan Commission
  - o Finalize CIP
  - o Admin reviews preliminary budgets
  - o 2<sup>nd</sup> half of September: Plan Commission reviews & adopts CIP recommendations

4<sup>th</sup> Quarter

- October:
  - o 1<sup>st</sup> CC meeting:
    - City admin presents budget resolution
    - CIP resolution adopted
  - o Early/Mid-October: Notice of Public Hearing on Proposed Budget
  - o 2<sup>nd</sup> CC meeting / Committee of the Whole Meeting

- Budget public hearing
- November:
  - 1<sup>st</sup> CC meeting of November
    - Budget & CIP approved
  - November 15<sup>th</sup>
    - Budget submitted to Sheboygan County

## 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.  |

## 2023–2027 Capital Improvements Program Schedule

(revised 1-24-2022)

|                       |   |
|-----------------------|---|
| January 24, 2022      | Interdepartmental review of 2022 CIP projects and review of anticipated funding and needs for 2023 CIP.   |
| January 31, 2022      | City Administrator communicates to Management Team the parameters for 2023 Capital Improvements Program submittals.   |
| February 21, 2022     | City Administrator presents 2022 Long Term Financial Plan to Common Council   |
| <b>March 7, 2022</b>  | <b>Departments submit Capital Improvements Program requests to City Administrator.</b>  |
| March, 2022           | City Administrator review of Capital Improvements Program requests and issue a Report of Officer to the Common Council referring CIP requests to their appropriate Standing Committees.                           |
| April 5 – 15, 2022    | Management Team presents Capital Improvements Program requests to appropriate Standing Committees.  |
| <b>April 25, 2022</b> | Capital Improvements Commission review of projects with Management. <b><i>Meeting time and location: 6:15 p.m., Common Council Chambers, City Hall.</i></b>   |
| <b>May 3, 2022</b>    | Capital Improvements Commission review and finalize recommendations for 2023-2027 Capital Improvement Program to Common Council. <b><i>Meeting time and location: 4:00 p.m., Council Chambers, City Hall.</i></b> |
| May 16, 2022          | Capital Improvements Program recommendations referred to the City Plan Commission by the Common Council.  |
| May 24, 2022          | City Plan Commission review of Capital Improvements Program recommendations.  |
| June 5, 2022          | Common Council to adopt the 2023–2027 Capital Improvements Program Resolution.  |

## OFFICE OF THE CITY CLERK 2022 ANNUAL REPORT

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### **City Clerk Team**

Meredith DeBruin, City Clerk  
Sherrill Smith, Election Specialist  
Melissa Clevenger, Deputy City Clerk  
Melissa Fassbender, Council/Licensing Clerk

Many of the accomplishments of the City Clerk's Office can be found in the day-to-day activities that focus on providing excellent customer service and information to the citizens of the City of Sheboygan. The office frequently provides front reception to residents and visitors and directs many incoming telephone inquiries. Our focus is on service to the community and incorporates the City's core values (S.T.A.I.R.S.).

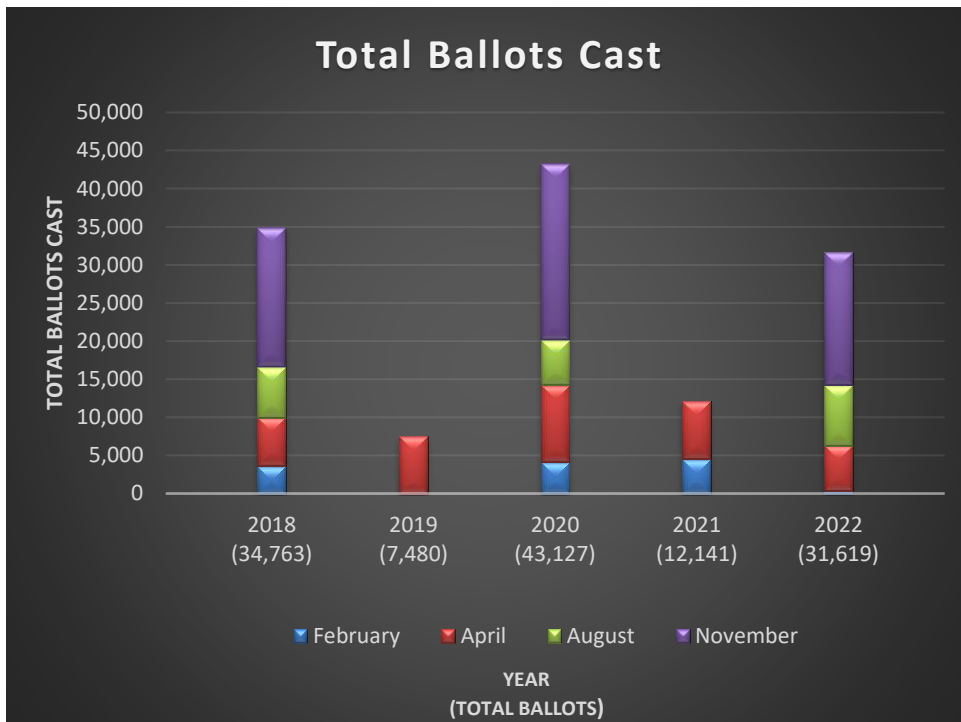
The following are just a few of the other accomplishments achieved by the City Clerk team in 2022:

### **ELECTIONS**

- Administered 4 elections.
- Employed 300+ election inspectors.
- Provided over 50 hours of training to election inspectors.
- February and April elections were held in compliance with the redistricting lines drawn in 2021 (postcards sent to all registered voters, updated maps, signage, ward locators, etc.)
- In May 2022, the State adopted an assembly district line that did not match the ward lines drawn by the County and City of Sheboygan. All maps, signage, ward locators, etc. needed to be updated to reflect the newly created wards in the City.
- Administered a hand recount in April 2022 due to a tie vote for District 10 Alderperson.
- Currently there are 25,236 registered voters in the City of Sheboygan – 3,104 registrations processed in 2022.
- Responded to Voter registration maintenance letters sent by the Wisconsin Election Commission - 1325 mailings for "Movers".
- Mailed over 800 letters to voters after the April and November elections for verification of absentee ballot status.
- Increased polling locations from 8 to 10.
- Successfully completed an audit of the Clear Cast voting machines for two wards following the November election.



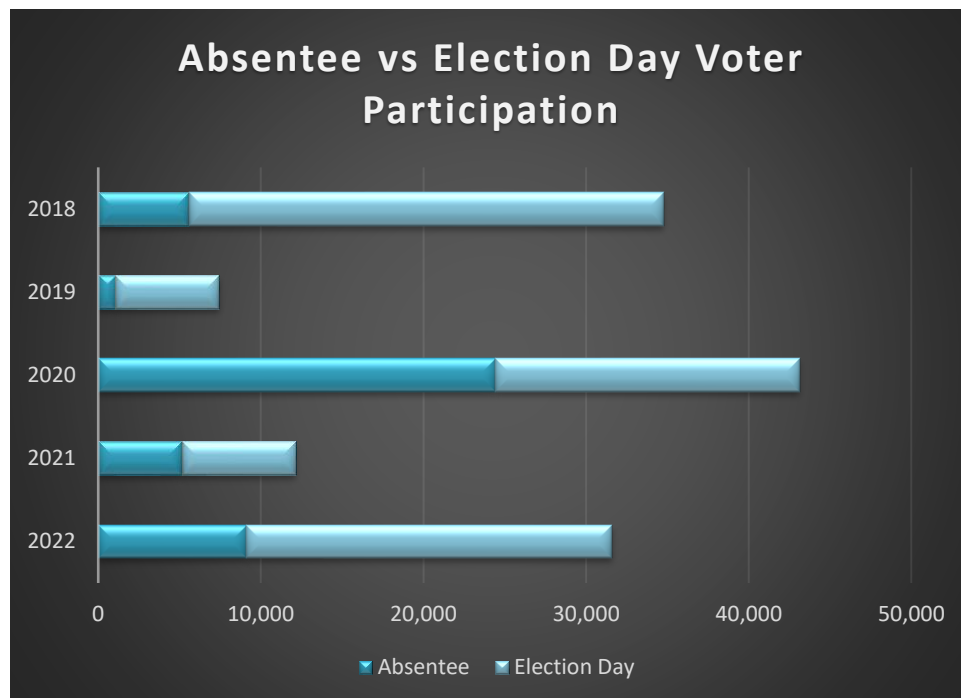
## ELECTION STATISTICS



Key:

|      | February | April  | August | November |
|------|----------|--------|--------|----------|
| 2018 | 3,658    | 6,283  | 6,640  | 18,182   |
| 2019 |          | 7,480  |        |          |
| 2020 | 4,109    | 10,130 | 5,857  | 23,031   |
| 2021 | 4,528    | 7,613  |        |          |
| 2022 | 305*     | 5,964  | 7,948  | 17,402   |

\*Primary election for one district.



Key:

|      | Absentee | Election Day | Total  | Percent Absentee |
|------|----------|--------------|--------|------------------|
| 2018 | 5,573    | 29,190       | 34,763 | 16.0%            |
| 2019 | 1,059    | 6,391        | 7,450  | 14.2%            |
| 2020 | 24,453   | 18,674       | 43,127 | 56.7%            |
| 2021 | 5,134    | 7,007        | 12,141 | 42.3%            |
| 2022 | 9,114    | 22,505       | 31,619 | 28.8%            |

## BOARD OF REVIEW

- Responded to a multitude of questions via phone calls and/or in-person regarding the City of Sheboygan revaluation.
- Coordinated and organized several meetings of the Board of Review.
- Scheduled hearings for personal and commercial properties.
- Recorded minutes, posted notices, and communicated determinations regarding objections to assessments.

## TAX EXEMPT

- With assistance from the City's Assessor's department, created and mailed 194 forms to tax exempt properties in the City of Sheboygan.
- Updated statistics as letters were returned and sent certified letters to those in noncompliance with request.
- Categorized information and completed/submitted required form for the State of Wisconsin.

## COMMITTEES/COMMISSIONS/BOARDS

- Distributed agendas and minutes for all City Committees/Commissions/Boards.
- Created Common Council agendas.
- Processed Council documents (acquired signatures, prepared minutes, published the synopsis and legal notices, updated the Municipal Code, etc.).
- Archived Common Council documents.
- Maintained listings and official originals of 171 Resolutions and 23 Ordinances.
- Continued to utilize Municode Meetings for Common Council and Standing Committee meetings. Integrated the program with all City Committees/Commissions/Boards. Municode Meetings offers a better workflow for agenda creation as well as better search tools.

## LICENSES/PERMITS

- Processed and issued the following applications/licenses (lists are not all-inclusive):

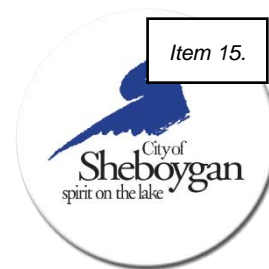
| ALCOHOL RELATED LICENSES          | 2018 | 2019 | 2020 | 2021 | 2022 |
|-----------------------------------|------|------|------|------|------|
| "Class A" Intoxicating Liquor     | 11   | 14   | 13   | 13   | 15   |
| Class "A" Fermented Malt Beverage | 47   | 44   | 40   | 43   | 43   |
| "Class B" Intoxicating Liquor     | 112  | 112  | 112  | 113  | 113  |
| Class "B" Fermented Malt Beverage | 138  | 131  | 134  | 134  | 138  |
| "Class C" Wine                    | 13   | 9    | 10   | 14   | 11   |
| Special B Picnic                  | 69   | 78   | 27   | 27   | 39   |
| Beverage Operator                 | 708  | 726  | 589  | 608  | 723  |
| Provisional Beverage Operator     | 159  | 159  | 101  | 120  | 91   |

| ADDITIONAL PERMITS/LICENSES | 2018 | 2019 | 2020 | 2021 | 2022 |
|-----------------------------|------|------|------|------|------|
| Taxi Driver                 | 93   | 109  | 85   | 105  | 79   |
| Provisional Taxi Driver     | 41   | 38   | 4    | 22   | 15   |
| Massage Establishment       | 26   | 24   | 24   | 18   | 18   |
| Cigarette                   | 61   | 59   | 56   | 56   | 54   |
| Commercial Operator         | 64   | 54   | 50   | 44   | 40   |
| Residential Alarm           | 121  | 128  | 133  | 143  | 138  |
| Commercial Alarm            | 344  | 361  | 353  | 357  | 358  |
| Alarm Business              | 19   | 21   | 18   | 17   | 17   |
| Transient Merchant          | 19   | 17   | 15   | 33   | 32   |
| Mobile Food Vendor          | 20   | 26   | 25   | 17   | 15   |
| Sidewalk Café               | 7    | 6    | *15  | *18  | 17   |

\*Due to the pandemic, Sidewalk Café licenses were issued free of charge for the 2020-2021 license year and given a 50% discount in the 2021-2022 license year.

## **WSCS CABLE TELEVISION DIVISION – ANNUAL REPORT 2022**

Item 15.



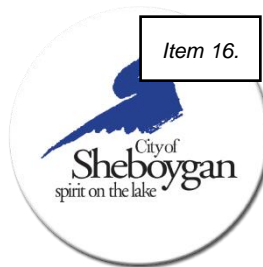
The WSCS Cable Television Division is a service-based, quality focused internal and external services department. The department is managed by the Information Technology Department. The Cable Television Division provides media production and distribution services to support goals and strategic directions of its customers within the parameters of the city's Strategic Plan and its S.T.A.I.R.S. Core Values in the following manner:

1. Research and implementation of current technologies in the broadcasting industry.
2. Form partnerships with other media organizations for collaborative support
3. Leverage underwriting and video production capabilities as a service to provide for other organizations
4. Broadcast live city meetings and events along with other events as requested
5. Produce a variety of informational video productions and public service announcements (PSAs).

| <b>Measurements</b>   | <b>2019<br/>Actual</b> | <b>2020<br/>Actual</b> | <b>2021<br/>Actual</b> | <b>2022<br/>Actual</b> | <b>2022<br/>Goals</b> |
|---|------------------------|------------------------|------------------------|------------------------|-----------------------|
| <b><u>Workload</u></b>  |                        |                        |                        |                        |                       |
| Number of Programs Produced   | 622                    | 638                    | 649                    | 606                    | 500                   |
| Number PSAs Produced  | 1                      | 8                      | 1                      | 0                      | 9                     |
| Number of televised Common Council and Committee of the Whole meetings\Missed | 20\9                   | 33\1                   | 32\0                   | 32\0                   | 29\0                  |
| <b><u>Effectiveness</u></b>   |                        |                        |                        |                        |                       |
| On-Demand Viewing   | 4,375                  | 3,334                  | 1,173                  | 1,101                  | 1,200                 |
| On-Demand Unique Visitors   | 2,359                  | 2,924                  | 967                    | 884                    | 1,000                 |
| Number of Film Awards   | 7                      | 8                      | 7                      | 3                      | 8                     |
| YouTube Subscribers   | N/A                    | 111                    | 221                    | 329                    | 300                   |
| YouTube Watch Time (Hours)  | N/A                    | 2,009                  | 1,505                  | 1,903                  | 2,000                 |

## **INFORMATION TECHNOLOGY DEPARTMENT – ANNUAL REPORT 2022**

Item 16.



The Information Technology Department is a service-based, quality focused internal services department. The Information Technology team support all city departments and collaborates with many external entities to provide tools, applications, information access and cybersecurity in a timely and professional manner to support the city's Strategic Plan and its S.T.A.I.R.S Core Values.

| <b>Measurements</b>   | <b>2019<br/>Actual</b> | <b>2020<br/>Actual</b> | <b>2021<br/>Actual</b> | <b>2022<br/>Actual</b> | <b>2022<br/>Goals</b> |
|---|------------------------|------------------------|------------------------|------------------------|-----------------------|
| <b><u>Efficiency</u></b>  |                        |                        |                        |                        |                       |
| Average close time of Critical/High IT Help Tickets (Days)        | 3.6                    | 3.62                   | .43                    | .41                    | .5                    |
| <b><u>Effectiveness</u></b>                                       |                        |                        |                        |                        |                       |
| Percent closed within timeframe                                   | 83%                    | 89%                    | 97%                    | 95%                    | 90%                   |
| <b><u>Efficiency</u></b>  |                        |                        |                        |                        |                       |
| Maintain core server/network at current -1 firmware               | 99%                    | 99%                    | 99%                    | 99%                    | 100%                  |
| <b><u>Workload</u></b>  |                        |                        |                        |                        |                       |
| Percentage of Computers Installed with FortiGate Client Installed | 100%                   | 100%                   | 100%                   | 100%                   | 100%                  |
| Number of legacy applications retired                             | 3                      | 2                      | 6                      | 2                      | 5                     |
| Number of Security Audits Performed                               | 1                      | 1                      | 0                      | 0                      | 1                     |
| System Availability   | 99%                    | 99%                    | 99%                    | 99%                    | 99%                   |

### **Legacy Applications Retired**

| <b>Applications Retired in 2021</b> | <b>IBMi % Usage</b> |
|-------------------------------------|---------------------|
| PD Crime                            | 20%                 |
| Code Enforcement                    | 10%                 |
| Human Resources                     | 2%                  |
| Loans                               | 2%                  |
| Finance - Parking Stalls            | 2%                  |
| DPW - Signs & Fuel                  | 1%                  |
| Total                               | 37%                 |

| <b>Applications Retired in 2022</b> | <b>IBMi % Usage</b> |
|-------------------------------------|---------------------|
| Finance - Taxes                     | 5%                  |
| Total                               | 5%                  |

| <b>Applications - Remaining</b>               | <b>IBMi % Usage</b> |
|---|---------------------|
| Finance - Taxes                               | 5%                  |
| Finance - Special Assessments                 | 15%                 |
| Clerks - Business Licensing                   | 15%                 |
| PD - IMS (Document Management)                | 10%                 |
| Planning - Zoning                             | 2%                  |
| DPW - Inventory & Related Move to new EAM     | 7%                  |
| Fire Department                               | 1%                  |
| DPW - Sidewalks Move with Special Assessments | 1%                  |
| DPW - Cemetery Moving to GPS                  | 1%                  |
| DPW - Parks Move with MUNIS Parks & Rec       | 1%                  |
| Total   | 58%                 |

|                             |     |
|-----------------------------|-----|
| Planned to be moved in 2023 | 45% |
|-----------------------------|-----|

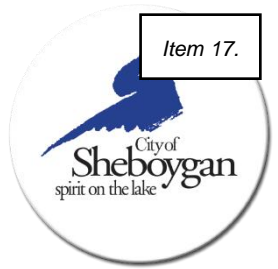


**Major Accomplishments**

- Upgraded our ERP system (Tyler/MUNIS) from version 2019.1 to 2021.4
- Upgraded all Tyler/MUNIS servers from 2012.R2 to 2019
- Implemented Tyler Payments for credit card processing
- Installed IT infrastructure at new Uptown Social facility
- Implemented new Endpoint Detection and Response (EDR) solution
- Enhanced network controls to improve our cyber security
- Implemented additional email filtering solution

## **MUNICIPAL COURT – ANNUAL REPORT 2022**

Item 17.



The Municipal Court oversees non-criminal traffic and ordinance violations. The mission of the court is to provide access to justice to the people of the City of Sheboygan and the Village of Kohler in a timely and cost-effective manner. The Municipal Court accounts for the collection of forfeitures owed to the City of Sheboygan and Village of Kohler. The court is managed by Judge Natasha Torry.

In 2022, citations filed in the Municipal Court continued to trend upward towards pre-COVID numbers. Forfeiture collection rates remained stable at an amount significantly higher than years prior to 2021. There was no staff turnover.

In 2022, Judge Torry was able to reinstate the Truancy Workshop in partnership with Sheboygan Area School District staff. She is currently looking into development of a new program for restorative justice at South High.

| <b>Workload Measurements</b>                   | <b>2018<br/>Actual</b> | <b>2019<br/>Actual</b> | <b>2020<br/>Actual</b> | <b>2021<br/>Actual</b> | <b>2022<br/>Actual</b> |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| Sheboygan Police Department cases              | 6,139                  | 5,511                  | 3,861                  | 4,381                  | 5,535                  |
| Sheboygan Building Inspection Department cases | 503                    | 489                    | 373                    | 453                    | 227                    |
| Sheboygan Fire Department cases                | 4                      | 0                      | 1                      | 0                      | 0                      |
| Village of Kohler cases                        | 294                    | 603                    | 808                    | 967                    | 744                    |
| Total Number of cases                          | 6,940                  | 6,603                  | 5,043                  | 5,801                  | 6,506                  |

| <b>Collections</b>   | <b>2018<br/>Actual</b> | <b>2019<br/>Actual</b> | <b>2020<br/>Actual</b> | <b>2021<br/>Actual</b> | <b>2022<br/>Actual</b> |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| Total Forfeitures ordered  | \$1,263,291            | \$1,369,504            | \$1,049,096            | \$1,094,223            | \$1,083,047            |
| Total Forfeitures, Fees and Reimbursements collected (minus restitution) | \$922,128              | \$827,257              | \$752,705              | \$917,271              | \$918,448              |
| Restitution Paid to Victims  | \$19,982               | \$15,766               | \$12,232               | \$15,705               | \$18,024               |

| <b>Permanent Staffing</b> | <b>2018<br/>Actual</b> | <b>2019<br/>Actual</b> | <b>2020<br/>Actual</b> | <b>2021<br/>Actual</b> | <b>2022<br/>Actual</b> |
|---------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Municipal Court Judge     | 0.50                   | 0.50                   | 0.50                   | 0.50                   | 0.50                   |
| Municipal Court Clerk     | 1.00                   | 1.00                   | 1.00                   | 1.00                   | 1.00                   |
| Assistant Court Clerk     | 1.00                   | 1.00                   | 1.00                   | 1.00                   | 1.00                   |
| Total Staffing            | 2.50                   | 2.50                   | 2.50                   | 2.50                   | 2.50                   |



**100,000 SQUARE FOOT FACILITY COMPLETED BY JULY 2023**

# City Development 2022 Annual Report

**The Department of City Development Annual Report outlines current trends, explores department initiatives and highlights development-related accomplishments.**



# Planning and Development

## Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

## Vision Statement

The vision of Planning and Development is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.

## The Planning and Development Division Provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing
- Grant disbursement and management
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign application approval
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration
- Visit Sheboygan support

## Planning and Development Division Boards, Commissions, and Committees

- Architectural Review Board
- City Plan Commission
- Redevelopment Authority
- Housing Rehabilitation Loan Commission
- Historic Preservation Commission
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

Planning and Development staff coordinates meetings and provides these committees with professional reports and recommendations.

## American Rescue Plan Act

### Small Business Emergency Assistance Program

The Small Business Emergency Assistance Program was rolled out in 2020 as a way to help small businesses during the pandemic. Using funding awarded by the US Department of Housing and Urban Development through the American Rescue Plan Act, the City has given out a total of \$780,612 over the past three years to help small businesses with payroll, marketing, rent, inventory, and utility bills. In 2022, the City provided aid to 39 small businesses, bringing the total to 69 businesses assisted through the program. Both of these federally funded programs were administered by Planning and Development staff.

### ARPA Semi-Annual Report

The American Rescue Plan Act (ARPA) is a \$1.9 trillion federal aid package passed by Congress in March, 2021 to provide financial aid to families, governments, businesses, schools, nonprofits and others impacted by the pandemic. Of that \$1.9 trillion, \$350 billion is going to state and local governments as part of the Fiscal Recovery Fund.

ARPA provides a substantial infusion of resources to eligible state, local, territorial, and tribal governments to help reverse the negative impacts of the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. ARPA funding builds a bridge toward economic improvement and provides vital support to communities in crisis.

The City of Sheboygan was awarded \$22,006,206 in Coronavirus State Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan. These funds represent a lifeline for thousands of families in our city who have been pushed to the brink by the pandemic and resulting economic crisis.

In 2022 the City obligated funds to:

- Small Business Emergency Assistance Program
- Affordable Housing – Jakum Hall
- Raw Water Intake Project
- Uptown Social Renovation of the Former Save-A-Lot building
- Aid to Tourism, Travel, Hospitality, Room Tax Revenue Loss
- Administration and Reporting
- Lakeshore Sanitary Sewer Interceptor
- Broadway Avenue Infrastructure Project
- Fiber Optic installation to Uptown Social
- Affordable Housing - Multi-Family Construction
- City of Sheboygan Police and Crises Co-Response Pilot
- City of Sheboygan Cybersecurity Upgrades



### Jakum Hall Purchase and Demolition

On December 6, 2021, the Common Council approved the purchase of the former Jakum Hall property located at 2601 N 15th St for future use by the City. The funding for this purchase came from the American Rescue Plan Act dollars the City received from the U.S. Treasury. The Act allows the use of these funds for affordable housing in qualified census tracts or areas adjacent to, or serving qualified census tracts. After the purchase of this property, the City demolished the buildings to market the site for new affordable housing. The housing will serve businesses in the adjacent neighborhood as well as provide affordable housing employees in the qualified census tract 5.



# Planning and Development Economic Development

Item 18.

## Focus on Housing Options

### Stonebrook Crossing

Robert and Ross Werner of Werner Homes have begun building homes in the new Stonebrook Crossing Subdivision south of Fox Meadows Subdivision. Stonebrook Subdivision is a 64-acre, 132 lot subdivision that will be completed in phases. The average lot size will range from 9,000 square feet to 17,000 square feet. The development is planned for 134 residential lots with up to 39 twin house lots and 95 single family detached dwelling lots. Servicing the subdivision is a planned neighborhood park and two stormwater ponds. Phase one will include 46 lots, the park, and both ponds.



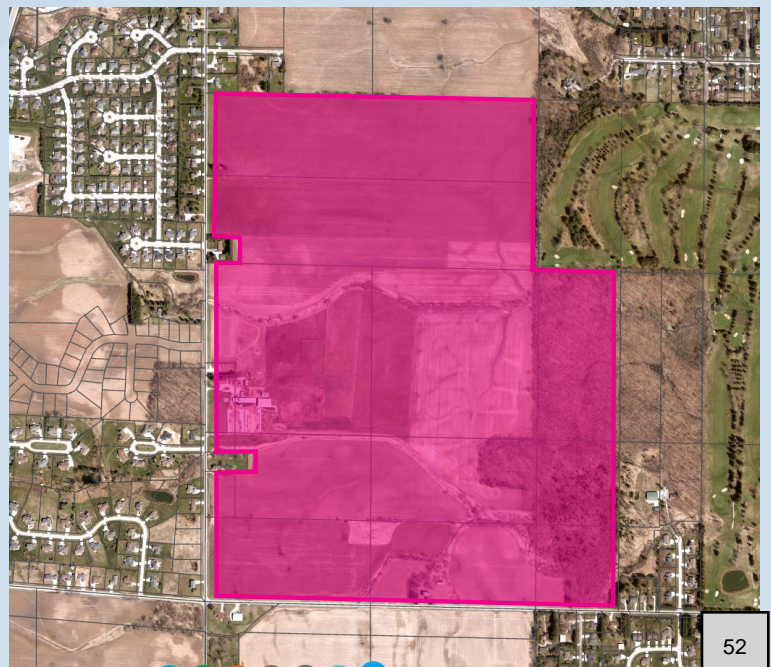
### Indian Meadows Mobile Home Park

The City has been making efforts to add additional housing to the City of Sheboygan for several years. Since 2015, over 950 new housing units have been built. While additional housing units are greatly needed, there is also a need for affordable housing as well. An opportunity for just that came to the City Plan Commission meeting on July 26th.

The Indian Meadows Mobile Home Park previously had housing for 292 families. With the implementation of Phase 5, 24 new residential sites were added for a total of 316 housing units. With a projected need of 73-174 housing units needed per year in the City of Sheboygan, these new sites will help to bridge that gap.

### Gartman Farm Acquisition

A 2021 affordable housing study discovered that Sheboygan is severely lacking in single-family affordable housing units. In order to address this issue, the City has purchased 197 acres of farmland for the construction of single-family homes. Given the current construction costs for single-family housing, and the costs related to acquiring land, the City purchased the land in an effort to keep the prices down and encourage more entry-level homes. Although the focus will be on creating affordable single-family homes, a mix of housing options, including starter homes for younger families, single-family condos, duplexes and even some larger homes, are a possibility. The City sees the Gartman Farm acquisition as an investment in housing for the next decade. The City will work with developers to transform various sections of the parcel, and an adjacent 73 acre property, into available land that can be used for residential development.



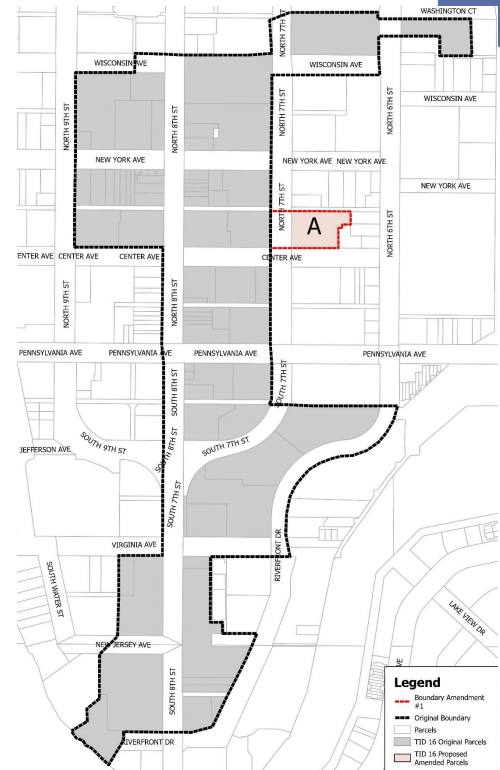
# Planning and Development Economic Development

Item 18.

## Tax Incremental District (TID) Update

### TID 16 Project Plan Amendment

TID 16 is considered the downtown district. The TID was created to encourage and attract mixed-use development and redevelopment opportunities in the downtown. Creating the TID has also allowed for ways to pay for public improvements as well as development incentives necessary to develop and redevelop properties in the downtown area in conformance with the City's planning and development policies. The TID 16 project plan was amended in order to bring the parcel of land the former Sheboygan Press building is on into the district to provide developer incentives to redevelop the building into 27 workforce housing units. Per the development agreement, the City would provide \$500,000 in development incentives for historic preservation of the former Sheboygan Press building.

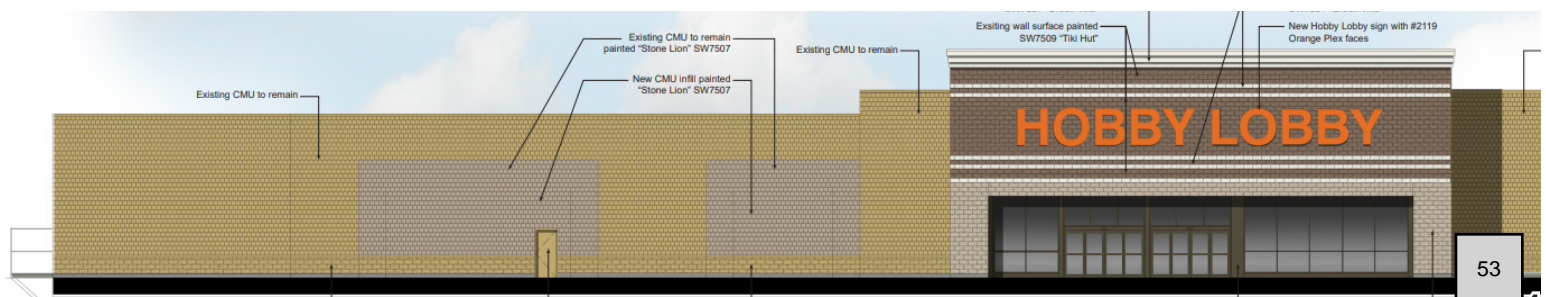


### Shopko Redevelopment TIF

The City of Sheboygan has been awarded a Community Development Block Grant, a portion of which has the purpose of creating additional employment opportunities in the City through the expansion of business development. NS Retail Holdings, LLC, the owner of the old Shopko building, has been awarded a \$375,000 loan for working capital and soft costs to develop the old Shopko building into two new retail spaces. As



part of this loan agreement 15 new permanent full-time equivalent positions must be created, 51% of which are filled by persons from low to moderate income households. The developer, Corta Development, has redeveloped the building into a Ross Dress for Less and a Hobby Lobby. Hobby Lobby will utilize approximately 61,000sf of the 98,000sf former Shopko facility that has been vacant since May 2019. Ross Dress for Less is occupying approximately 25,200sf of the 98,000sf facility. The size of retail stores continues to decrease based on customer demands and the proliferation of online shopping. Splitting the space afforded the retailers closer to their prototypical sizes that meets their customer demands most efficiently as possible.





# Planning and Development

## Economic Development

Item 18.

### Commercial Developments

#### Scooter's Coffee Drive Thru

A new Scooter's Coffee Drive Thru opened on South Business Drive. The first Scooter's Coffee location opened in Bellevue, Nebraska, with a simple formula in mind: find a great location and stay committed to high-quality drinks, speed of service and a BIG smile. Since the first Scooter's was opened, the company has grown to an almost 400 location franchise. Scooter's Coffee serves a variety of hot and cold drinks such as coffee, smoothies, and teas. Food is also offered, focusing on breakfast items and baked goods. Revival along South Business Drive made the location more desirable for reinvestment.



#### Ashley HomeStore

The former Pick 'N Save store at 2625 S. Business Drive has a new tenant. Boston, Inc. has opened an Ashley HomeStore in the previously vacant building. The facility is used for the retail display and sale of residential furniture. Product categories include bedroom, dining room, upholstery, leather, occasional tables, home office, youth bedroom, recliners, mattresses and accessories. Ashley HomeStore's latest Sleep Shop experience provides an educational way for customers to find a fit from a selection of more than 45 mattresses. Ashley offers an easy shopping experience where you can grab, go and assemble with ease.

#### Nature's Best

Nature's Best is now operating out of the former Wisconsin Bank and Trust building located at 604 N. 8th St. The project has revitalized this formerly vacant building into a thriving downtown full-service grocery and health food store with an emphasis on organic and locally sourced produce. Nature's Best is a full line health food store, carrying high quality vitamins and supplements, organic and natural foods, organic and grass-fed meats, gluten free foods, bulk herbs and spices, natural body care, and one of the largest boxed tea sections in Sheboygan. Deli items such as salads and sandwiches are offered, along with a juice/smoothie bar. Nature's Best Market is family-owned and operated and proud to be Sheboygan's place for organic and natural goods since 1994.



# Planning and Development Economic Development

Item 18.

## Commercial Developments

### Old World Creamery Addition

Old World Creamery is part of a 4th generation family-owned cheese, butter, and dairy manufacturing company that got its start in 1912. The company purchased the old Verifine Dairy Products building in Sheboygan in 2016 and began to manufacture butter from cream at this location. Old World Creamery is constructing a new addition and off-site parking lot at 1606 Erie Avenue and parcel #59281205060. There are five building additions proposed for this project, one new off-site parking lot and the relocation of an existing truck scale. The five building additions are a wastewater building, intake building, production building, silo building, and infill building addition. This addition is possible with a business development loan that Old World Creamery received from the Redevelopment Authority of the City of Sheboygan in the amount of \$500,000. This loan and expansion will help to create 20 new permanent full-time equivalent positions over the course of three years.



### McGoey Dermatology

McGoey Dermatology is renovating and creating an addition to the previously vacant building at 832 Michigan Avenue for their new dermatology clinic. McGoey Dermatology will be an outpatient clinic that specializes in skin treatment for patients of all ages. Various conditions treated by a Dermatologist include skin checks to look for abnormal moles, eczema, warts, acne, psoriasis, cosmetic services, etc. The site was selected due to its location on Michigan Avenue and its proximity to other shops, businesses, and residential locations within walking distance, and ease of access from the downtown area. The aim is to continue to develop the central commercial zone and contribute to redevelopment of this area by creating a successful, professional, well run business of appropriate aesthetic to this area. This project will leverage existing infrastructure in order to strengthen the existing business district and surrounding residential neighborhoods while also creating new employment opportunities.





# Planning and Development Economic Development

Item 18.

## Commercial Developments

### MVP Storage

MVP Storage is operating a multi-tenant facility at 1029 Michigan Avenue. The building, as previously laid out, was too large of a space for one business. The front 3,600 square feet of retail space and 3,600 square feet of warehouse space is being leased to Good as Gold Appliances, an MVP Storage tenant whose previous warehouse space at a different location was too small and did not include a retail shop. The back warehouse will be shared with Good as Gold Appliances for appliance inventory, and MVP for storage. Good as Gold Appliances sells a variety of appliances including refrigerators, washers, and dryers.



### Tidy Store

An addition to the existing Tidy Store facility and service station located at 810 N. 14th Street will be constructed to add additional space for storage, more product options, and a small café restaurant. The addition will be constructed on the west/rear and south sides of the existing building. The café restaurant, which will be located at the southwest corner of the building, includes a kitchen, two restrooms, an order counter and limited seating. The menu will emphasize grab and go items such as pizza, sandwiches, chicken tenders, fish fry and appetizers. The restaurant will provide another quality food options as well as other additional convenience store items to pick from.



### Third Coast Vascular

Third Coast Vascular is a one of a kind hybrid surgery center that provides access to superior medical care, along with easing the burden of outpatient procedures on the hospitals in the Sheboygan area. The surgery center is located on the second floor of the BMO Harris Bank building. This floor of the building, previously occupied by the bank, was converted into a state of the art ambulatory surgery center with two surgical suites, six consultation rooms and five patient recovery bays.



# Planning and Development Economic Development

Item 18.

## Commercial Developments

### Sheboygan County Detention Center

Sheboygan County is constructing an approximately 3,516 square foot single story addition to the Sheboygan County Detention Center located at 2923 S. 31st Street. The addition will be located adjacent to the existing Detention Center Multi-Purpose Room with entry primarily through a new secure entry from the existing west parking lot. The addition will house the offices of the Sheriff's department personnel in support of the Alternative to Incarceration (ATI) program. The use of the Alternative to Incarceration program is relieving the occupancy needs of the detention center by allowing more inmates to be monitored in lieu of incarcerated. The primary use of the facility is to process the mandated weekly urinalysis tests for inmates that are not incarcerated. The addition will also support booking/processing efforts of inmates including the assignment of ankle bracelets. The addition will house the offices and support spaces for these efforts and will not be occupied by the inmates for habitation.



### Consolidated Construction Company

A new multi-tenant industrial warehouse at the southwest corner of Horizon Drive and S. Business Drive in the SouthPointe Enterprise Campus is under construction by Consolidated Construction Company. The site was chosen for its visibility and ease of access to major roads and geographic location within the state. The development will consist of a multi-tenant warehouse that will be constructed in two 100,000 square foot phases. Phase I will consist of three units that are planned to be rented to warehousing and/or manufacturing businesses.



# Planning and Development Interagency Cooperation

Item 18.



**Brat and Cheese Piano**

## Make Music Day

Sheboygan participated in Make Music Day for the first time in 2022. Make Music Day is a free celebration of music around the world on June 21. Launched in 1982 in France as the Fête de la Musique, it is now held on the same day in more than 1,000 cities in 120 countries. Completely different from a typical music festival, Make Music is open to anyone who wants to take part. Every kind of musician – young and old, amateur and professional, of every musical persuasion – pours onto streets, parks, plazas, and porches to share their music with friends, neighbors, and strangers. Promoting the natural music maker in everyone, regardless of ability or prior experience, music of all kinds were found in parks, plazas, pubs, porches, and other Sheboygan locales.

## Sheboygan Housing Coalition Town Halls

The Sheboygan County Housing Coalition presented its first Town Hall series relating to affordable housing concerns in

our community. The goal of this 4 part series call “Building a Foundation of Knowledge”, was to educate community members on housing basics, types of housing, and what contributes to housing insecurity. This series helped to build a basic foundation of knowledge in an effort to engage the entire community in developing housing solutions.

## All Abilities Purple Octopus Playground

Above and Beyond Children’s Museum has installed a fully ADA-accessible, public, outdoor playground called the Purple Octopus Playground in their outdoor green space. Prior to this park, the downtown area did not have a public outdoor play space that is specifically ADA-accessible. The playground was designed with ADA-accessible components including a wheelchair transfer platform in the head of the octopus and ground-level accessible equipment and swing set. It’s part of an outdoor exhibit that children of all backgrounds and abilities will have the opportunity to interact with. This project was funded in part by a \$40,000 contribution from the City’s Community Development Block Grant dollars.



## Rock the Block 2022

Habitat for Humanity Lakeside invited community members to join in its annual neighborhood revitalization program, Rock the Block, in September 2022. This event brought together several community partners



including the City of Sheboygan, the Sheboygan Fire Department, the Sheboygan Police Department and the IBEW Local 494, along with local businesses, neighbors, and friends in a concentrated effort to improve quality of life in a designated neighborhood. Through Rock the Block, Habitat provides affordable financing for exterior home repairs and community projects by engaging donors and mobilizing volunteers to have a positive impact in a focused area. This year’s efforts were focused on the Gateway Neighborhood.



# Planning and Development

## Quality of Life Initiatives

Item 18.

### Evergreen Bridge

The City applied for a Natural Resource Damage Assessment (NRDA) grant in the Summer of 2019. A grant in the amount of \$196,000 was awarded and \$176,000 was allocated for replacement of the deteriorating bridge between Evergreen Park Area #5 and the main area of Evergreen Park with a new bridge in a new, nearby location. The new bridge provides accessible fishing areas at the edge of the river and accessible fishing bump-outs on the bridge that allows an angler easier access to the Pigeon River. The old wooden bridge and concrete abutments were removed and new pathways now connect the bridge to the existing main road in Evergreen Park as well as the restroom facility in Area 5.



### Alliant Solar Field

The City of Sheboygan Solar Field is one of Alliant Energy's first customer-hosted solar projects to become operational in Wisconsin. The partnership between the City of Sheboygan, SunPeak and Alliant Energy will provide safe, reliable clean energy for decades to come. The Sheboygan Solar Field is part of Alliant's Clean Energy Blueprint, a strategic roadmap to cost-effectively accelerate renewable energy and reduce carbon emissions. The solar field is 1 megawatt in size, contains 3,042 panels, and powers 177 homes.

### Language Line

The City of Sheboygan is home to people of diverse backgrounds, including significant Hispanic and Hmong populations, and operates its programs and services without regard to race, color, national origin, sex, disability, or age in accordance with Title VI of the Civil Rights Act of 1964 and other state and federal laws. Language barriers can impact the services the City is able to provide to its residents. The City of Sheboygan now offers an over-the-phone interpreter service called Language Line Solutions to help communicate with any resident who may be Limited English Proficient.

The City of Sheboygan's Title VI Program requires the city's customer service windows to provide translation services to better serve the public seeking assistance in-person. Language Line can help ensure effective communication and equal access to City programs and services. Staff members can call an 800 number and choose from over 200 languages and get connected with an interpreter to assist with communicating.



# Planning and Development

## Placemaking Initiatives

Item 18.

### Pianos for Placemaking

The City of Sheboygan, with area partners, has been implementing placemaking strategies throughout the City for years. From public art to sidewalk living rooms, these placemaking strategies help to create connections between the City and those that interact with it. This time that connection comes in the form of music.

Dr. Toby Watson approached the City with the idea to donate and install four painted pianos in popular public places with the interest in bringing music to the streets. The pianos have been provided free of charge and include winter covers so that they may remain on the street year-round. Dr. Watson will be tuning the pianos twice a year for five years to help keep the pianos in playable condition. The pianos may be found by the Fountain Park Monument, Deland Park, between 501 and 509 N 8th Street, and by the concrete living room at the corner of N 8th St and Wisconsin Ave.



### Alley Improvements

Our community is working together to enhance accessibility and connectivity through alley improvements. There is now a new link from Parking Lot 9 to businesses along the 500 block of South 8th Street.

The purpose of the update is to convert the alley from a vehicular/pedestrian alley to a pedestrian only alley. With more demands for parking in this area of the City and underutilized Public Parking Lot 9, converting the alley into a pedestrian only alley allows customers in this area of the City to access public parking and feel safer.

The improvements include repaving the alley, adding curb and gutter at the street, adding bollards restricting vehicle access on the west side, adding signage, planters, benches, bike racks and overhead lighting.

### Dog Park

The City of Sheboygan has been working hard to make the community a better place for pets and their owners. Although it boasts dozens of parks, trails, and, beaches, the City of Sheboygan lacks outdoor recreation options for people and their pets. In an effort to create more spaces where pets can run and play, the City created a .21 acre dog park located downtown on the former Social Security Building property. Thanks to the Better Cities for Pets grant from Mars Petcare that the City received, signage for all 36 Sheboygan parks will be created informing visitors whether or not pets are welcome. By creating this space dedicated to pets and their owners, we can build a city that works for all who call Sheboygan home.





# Planning and Development

## Neighborhood Revitalization

Item 18.

### Utility Box Revamp

Public art adds enormous value to the cultural, aesthetic and economic vitality of a community. It is now a well-accepted principle of urban design that public art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors. Cities gain real value through public art, and Sheboygan is no exception.

To enhance the urban environment and further the tourism and economic potential of our community, the City sought out local artists to design artwork to wrap utility boxes at 12 locations within our community. Eleven artists were selected with work ranging from scenic views of Lake Michigan to cow abductions.

In addition to all the benefits of public art, everyone has access to it. It's directly in the public sphere and not confined to galleries or museums.



Photo Credit: Sheboygan County Historical Research Center

### The Sheboygan Armory: A Part of the Community

The Sheboygan Armory was listed in the State Register of Historic Places on August 17, 2018, and the National Register of Historical Places on January 31, 2019, before its demolition in 2021. When it was determined that the Armory was beyond repair, and prior attempts to repurpose or redevelop the armory failed, demolition was deemed the best course of action.

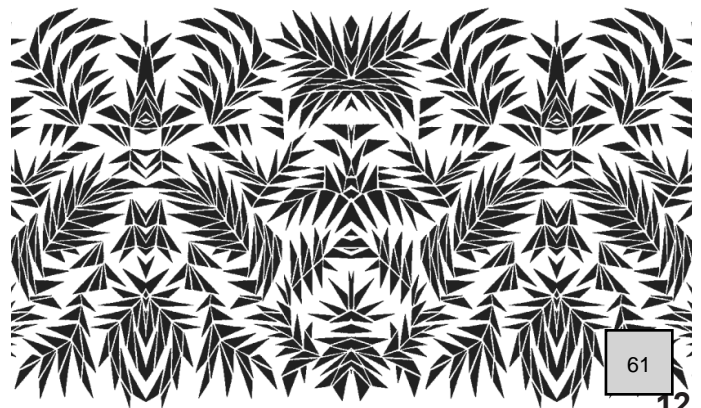
The Sheboygan Armory was a large part of the community since its construction in 1941. The Armory was the site of many community events including basketball games, graduation ceremonies, concerts, and festivals. To help preserve the many memories that the Armory provided, the City of Sheboygan has produced a documentary, "The Sheboygan Armory: A Part of the Community".

### AARP Van Wrap Grant

The City is creating a sort of City Hall on wheels, which will offer mobile, accessible services such as the possibility of issuing building permits and pet licenses, assisting with housing rehab applications, facilitating voter registration, and much more – all as part of the City's Driving Change Initiative. The \$1,000 grant will be used to install dry-erase wrapping on the vehicle as part of this innovative method for the collection of feedback and input from residents.

### Flooring Studio Mural

Artist Zak Worth has installed a new 300sf mural on the east wall of the Flooring Studio located at 1526 Indiana Avenue. Worth noticed an abundance of forgotten walls and spaces that, if tended to, could be brought back to life. Public Art has been a focus of the City of Sheboygan for several years, as evidenced by the JMKAC's "Sheboygan Project" and other recent public art installations in Downtown Sheboygan. Worth hopes this mural will contribute beauty, curiosity, and peace to the community and visitors, drawing folks to all areas of the city.



# Planning and Development Community Development Block Grant

Item 18.

| Community Development Block Grant<br>Funding Distribution | Amount       | Source     |
|---|--------------|------------|
| Partners for Community Development                        | \$32,500.00  | CDBG 2022  |
| Habitat for Humanity Lakeside                             | \$25,000.00  | CDBG 2022  |
| A Million Dreamz  | \$18,000.00  | CDBG 2022  |
| Shoreline Metro   | \$42,493.00  | CDBG 2022  |
| Family Service Association                                | \$17,000.00  | CDBG 2022  |
| Family Connections  | \$4,800.00   | CDBG 2022  |
| Lakeshore CAP   | \$21,000.00  | CDBG 2022  |
| Big Brothers Big Sisters Wisconsin Shoreline              | \$19,500.00  | CDBG 2022  |
| Flawless Hoops  | \$6,995.00   | CDBG 2022  |
| St. Clair Avenue Resurfacing                              | \$250,000.00 | CDBG 2022  |
| Program Administration                                    | \$173,051.00 | CDBG 2022  |
| Section 108 Payment for Uptown Social                     | \$160,000.00 | CDBG 2022  |
| Historic Preservation                                     | \$69,920.00  | CDBG 2022  |
| Neighborhood Enhancements -<br>Signage and Grants         | \$25,000.00  | CDBG 2022  |
| Kiwanis Park Trail Completion                             | \$216,149.89 | CDBG - CV3 |

Each year, the Department of City Development receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City can grant up to 15% of its total allocation to public service agencies to support programming and offset administrative expenses. The department can also utilize up to 20% to reduce the cost of administering this complex federal program. In 2022, remaining CDBG funds were used for housing services and public facility improvements, including the resurfacing of St. Clair Avenue.



## Public Service Agency Spotlight

### Flawless Hoops

Flawless Hoops is a nonprofit basketball organization offering mentoring, diverse levels of training, and athletic development for all ages. They provide a place for all ages and genders to get involved, connect, and grow within the community, while promoting healthy development. The director, Cedric Foster, is immensely involved in every program offered including youth training, leagues & open gyms, giving guidance to the youth to stay focused and remove them from temptations. There is a need in the Sheboygan community for a fully designated basketball program that offers mentoring, affordable training, open gyms, and leagues. Flawless Hoops is filling this gap for the youth of Sheboygan.



# Targeted Rehab & Redevelopment

## Upper Floor Residential Rehabilitation Program

The Upper Floor Residential Rehabilitation program is designed to assist building owners whose mixed-use properties consist of commercial space on the first story and vacant space above, the program offers funding to renovate underutilized spaces into quality rental housing.

### Milwaukee PC Building

The old Milwaukee PC building will soon be adding some much-needed housing stock to the Sheboygan market. The second floor, which has been vacant for over 20 years, is being converted from office space to two new apartments. Creating new apartments will increase the property tax base, bring additional residents to support the downtown businesses, and allow for the necessary improvements to a very old and outdated building. The 2nd floors original purpose when built in the 1800s was residential. At some point it was converted to offices for the business that ran the pharmacy on the first floor. Now the building can be restored to its original purpose.

### Reach Forward Upper Floor Rehab

The former Dulmes Decor Building was purchased by Reach Forward Capital in 2020. The entire building was vacant with the bottom floor dedicated to commercial use and the upper floor for residential. Although the upper floor was already dedicated as an apartment, it needed some improvements before it could be rented out. Renovations included updating the bathroom and adding an additional bathroom making it a 4 bed 2 bath apartment. The HVAC and the electrical were also separated out from the rest of the building. The flooring and wall coverings throughout the apartment received an updated as well. "The Upper Floor Rehab program was instrumental in our decision to invest in repairing the sorely neglected second floor. We're happy to bring a safe, attractive and much-needed apartment to the Sheboygan rental market. This program is truly a win-win", said BJ and Vicky Blahnik.

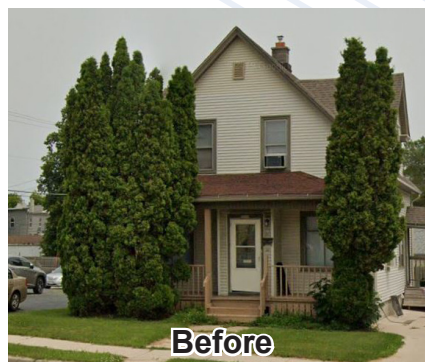


### Façade and Landscaping Program

The Façade and Landscaping Grant Program addresses property decline within targeted areas of the City of Sheboygan by providing property owners with funding for exterior and landscaping improvements. This program leverages City funding to offer grants of up to \$5,000 for projects that serve to enhance or beautify the structure and/or property where visible from the public right-of-way.

### N 14th Street Rental Property

A rental property on N. 14th Street was a little worse for wear when the owners applied for the Façade and Landscape grant. The property received new windows, a new front door, a new roof for the front porch, porch repairs, and landscape work.





# Planning and Development Commercial Rehab

Item 18.

## 804-814 N 8th St. Exterior Remodel

Fifth Generation Properties gave a much needed exterior refresh to a highly visible building within the central commercial district of downtown Sheboygan. This new and vibrant design gives a nod to the building's historic façade of the past, compliments the architecture of the surrounding area, and creates a visual statement with the incorporation of modern architectural design elements. The use of brick and EIFS on the center portion of this project helps maintain the historic look and feel of the downtown architecture of the area. There have been improvements to the buildings along 8th Street the past several years. The exterior remodel of this building will continue the revitalization of the very visual 8th Street corridor of the downtown area into a shopping and recreation destination.



## Key Insurance Historic Remodel

Key Insurance has remodeled their existing facility located at 1019 Michigan Avenue. The existing Key Insurance building was renovated to better serve the business and their clients, and to achieve a historic look that is cohesive with the nature of the other buildings located along Michigan Avenue. The Key Insurance historic remodel vastly improves the look of this building and this section of Michigan Avenue.

# Division Profile: Building Inspection

Item 18.

The Building Inspection Division is dedicated to maintaining public safety in the construction environments throughout the City. To achieve this goal, the division develops and promotes uniform building codes, provides oversight through contractor licensing and building permits, and instructs contractors and homeowners on best practices.

## Permitting

The Building Inspection Division's service window is open weekdays from 7:30am to 5pm. In addition to granting building permits and contractor licenses, the Division's knowledgeable staff is available to answer questions regarding the permit application, zoning, building codes, required licensing and other construction-related concerns.

## Coordination

The Building Inspection Division works closely with Planning and Zoning, Engineering, Utilities, Streets, Police, and Fire/Rescue during the final phase of a project, including final inspection and throughout criminal and fire investigations.

## Enforcement

In order to ensure all construction within the City is code-compliant and meets State requirements, the Building Inspection Division has adopted all Wisconsin Department of Professional and Safety Services codes and standards including Building; Mechanical; Plumbing; and National Electric Code (NEC). In addition to the above, the International Property Maintenance Code provides the City's framework for property maintenance code enforcement.



| Building Inspection Permits | 2022 Issued | Total Fees Collected | 2021             | 2020                | 2019                | 2018              |
|-----------------------------|-------------|----------------------|------------------|---------------------|---------------------|-------------------|
| Building                    | 1935        | \$430,503.50         | 2188 - \$416,160 | 2164 - \$505,307    | 1965 - \$578,249    | 1987 - \$402,912  |
| Electrical                  | 631         | \$230,935.00         | 552 - \$132,030  | 531 - \$195,350     | 444 - \$169,970     | 318 - \$243,815   |
| HVAC                        | 524         | \$95,405.00          | 562 - \$151,485  | 499 - \$125,000     | 551 - \$227,500     | 526 - \$129,260   |
| Plumbing                    | 451         | \$62,960.00          | 459 - \$80,480   | 336 - \$70,580      | 328 - \$89,680      | 436 - \$83,220    |
| Wrecking/Razing             | 19          | \$2,652.24           | 20 - \$3,028     | 22 - \$2,798        | 22 - \$4,062        | 21 - \$2,950      |
| Signs                       | 83          | \$12,275.00          | 73 - \$8,519     | 69 - \$6,470        | 69 - \$9,308        | 74 - \$10,149     |
| Commercial Occupancy        | 34          | \$8,500.00           | 32 - \$8,250     | 24 - \$6,000        | 44 - \$11,000       | 32 - \$8,000      |
| Park Impact Fees            | 3           | \$1,728.00           | \$1,728          | \$111,908           | \$144,224           | \$9,846           |
| Other Revenues              | 88          | \$20,824.68          | \$18,944         | \$143,961           | \$65,840            | \$14,032          |
| Totals                      | 3768        | \$865,783.42         | 3886 - \$866,704 | 3,645 - \$1,167,374 | 3,423 - \$1,299,833 | 3,394 - \$904,184 |

| Building Inspection Licensing | 2022 Issued | Total Fees Collected | 2021              | 2020           | 2019            | 2018           |
|-------------------------------|-------------|----------------------|-------------------|----------------|-----------------|----------------|
| Weights and Measures          | 86          | \$29,853             | 547 - \$41,365    | 73 - \$30,946  | 76 - \$29,583   | 88 - \$29,435  |
| Contractor Licensing          | 365         | \$51,950             | 803 - \$88,323    | 291 - \$50,250 | 509 - \$78,415  | 79 - \$66,430  |
| Totals                        | 451         | \$81,803             | 1,350 - \$129,688 | 364 - \$81,196 | 585 - \$107,998 | 167 - \$95,865 |

|                                    |              |                     |                          |                            |                            |                            |
|------------------------------------|--------------|---------------------|--------------------------|----------------------------|----------------------------|----------------------------|
| <b>Total Permits and Licensing</b> | <b>4,219</b> | <b>\$947,586.42</b> | <b>5,236 - \$996,392</b> | <b>4,009 - \$1,248,570</b> | <b>4,008 - \$1,407,833</b> | <b>3,561 - \$1,000,000</b> |
|------------------------------------|--------------|---------------------|--------------------------|----------------------------|----------------------------|----------------------------|



# Building Inspection Permitting

Item 18.

## Building Inspection Division Commissions and Committees

The Building Inspection Division staffs the Board of Zoning Appeals and the Board of License Examiners. Building Inspection staff coordinates meetings and provides these committees with professional reports and recommendations.



Habitat for Humanity Built Home



Multi Tenant Warehouse location in the  
SouthPointe Enterprise Campus

## The Building Inspection Division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspection services
- Clearwater inspections
- Weights and Measures
- Residential and Commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor Licensing
- Occupancy inspections

## Residential Housing Construction 2017-2021

| Year | Housing Type        | Number of Units | Percentage  | Number of Buildings |
|------|---------------------|-----------------|-------------|---------------------|
| 2018 | Single              | 6               | 33%         | 10                  |
|      | Duplex              | 2               | 11%         | 4                   |
|      | Multi - Apartment   | 0               | 0%          | 0                   |
|      | Multi - Condominium | 10              | 56%         | 0                   |
|      | <b>Total</b>        | <b>18</b>       | <b>100%</b> | <b>14</b>           |
| 2019 | Single              | 5               | 2%          | 5                   |
|      | Duplex              | 2               | 1%          | 1                   |
|      | Multi - Apartment   | 232             | 89%         | 3                   |
|      | Multi - Condominium | 21              | 8%          | 1                   |
|      | <b>Total</b>        | <b>260</b>      | <b>100%</b> | <b>10</b>           |
| 2020 | Single              | 3               | 2%          | 3                   |
|      | Duplex              | 32              | 16%         | 16                  |
|      | Multi - Apartment   | 160             | 82%         | 2                   |
|      | Multi - Condominium | 0               | 0%          | 0                   |
|      | <b>Total</b>        | <b>195</b>      | <b>100%</b> | <b>21</b>           |
| 2021 | Single              | 7               | 8%          | 7                   |
|      | Duplex              | 4               | 4%          | 2                   |
|      | Multi - Apartment   | 80              | 88%         | 1                   |
|      | Multi - Condominium | 0               | 0%          | 0                   |
|      | <b>Total</b>        | <b>91</b>       | <b>100%</b> | <b>10</b>           |
| 2022 | Single              | 9               | 82%         | 9                   |
|      | Duplex              | 2               | 18%         | 1                   |
|      | Multi - Apartment   | 0               | 0%          | 0                   |
|      | Multi - Condominium | 0               | 0%          | 0                   |
|      | <b>Total</b>        | <b>11</b>       | <b>100%</b> | <b>10</b>           |

# Building Inspection Code Enforcement

Item 18.

## 2022 Code and Nuisance Orders

A vital component of the City's neighborhood revitalization efforts, the Department of City Development employs two part-time Code Enforcement Officers. Responsible for issuing code violations and nuisance orders, and then working diligently to obtain compliance, the Code Enforcement Officers improve the condition of Sheboygan's neighborhoods and protect the integrity of housing stock within the City. Orders can stem from neighbor complaints or from the Officer's own observations.

In 2022, the Code Enforcement Officers spent time in every Sheboygan neighborhood and issued orders throughout the City. While many orders are rectified and complied with upon the first issuance of a letter, many cases require diligent follow-up, a significant portion of our Code Enforcement Officer's work.

## Interdepartmental Focus on Neighborhood Issues

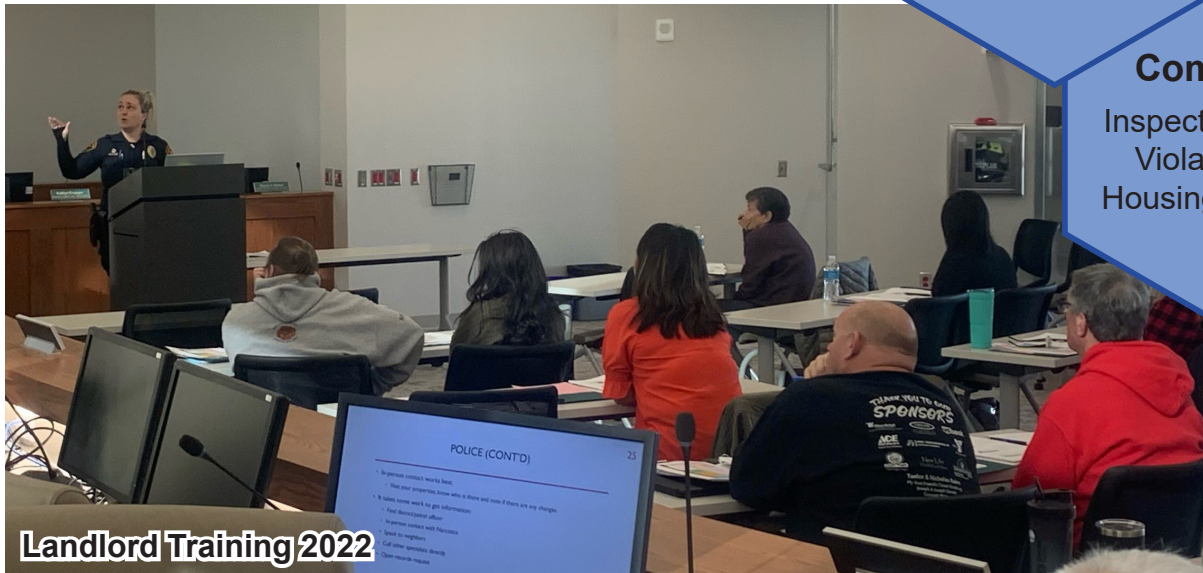
The Code Enforcement Officers work closely with police officers, City attorneys, and the Department of Public Works employees to follow up on issues observed in our neighborhoods which require coordination and enforcement efforts beyond the capacity of the Building Inspection Division. Through this interdepartmental cooperation, Sheboygan has made significant strides in cleaning up our neighborhoods and setting a higher standard for property maintenance throughout the City.

### Nuisance Complaint Statistics

Total Number of Orders: 1,014  
Sanitation Orders: 757  
Zoning Orders: 48  
Off Street Parking Orders: 209  
Nuisance Citations Issued: 67

### Housing Complaint Statistics

Inspections w/ Violations: 833  
Violations Corrected: 422  
Housing Citations Issued: 178



Landlord Training 2022

## Landlord Training

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. In 2022 the Department of City Development held two landlord training sessions, one in the spring and one in the fall. The fall session was offered during the day in the hopes of reaching the landlords that work second or third shift. Both sessions were a success with a total of 30 existing and potential landlords attending. Due to its success in 2021 and 2022, the Department of City Development will continue to offer two sessions a year in 2023.





From left to right: Chad Pelishek - Director of Planning and Development, Janet Duellman - Community Development Planner, Dave Anderson - Code Enforcement Officer, Abby Block - Grant Coordinator, Bill Borzyskowski - Code Enforcement Officer, Ellise Rose - Program Assistant, Gary Van Auken - Licensing Clerk, Linnae Wierus - Building Inspection Specialist - Savanna Olson - Permit Clerk, Steve Sokolowski - Manager of Planning & Zoning, Joe Folger - Electrical Inspector, Scott Winter - Plumbing Inspector, Jeff Lutzke - Building Inspector (North Side), Pat Eirich - Building Inspector (South Side)

**828 Center Avenue, Suite 208  
Sheboygan, WI 53081  
(920)459-3377**







# Uptown Social

SHEBOYGAN'S HUB FOR  
ACTIVE SENIORS

# SENIOR SERVICES ANNUAL REPORT 2022

# UPTOWN SOCIAL

Uptown Social is a vibrant organization for active adults ages 55 and older. At Uptown Social, we partner with a diverse group of individuals and organizations to provide programs focused on fitness, recreation, creativity, and travel. Members and guests determine their level of engagement, from attending as little as one event per year, to volunteering to lead a regular program.

## OUR MISSION

Providing opportunities to promote wellness, learning, socialization, and recreation for successful aging.

## OUR VALUES

Friendly  
Respectful  
Inclusive  
Enriching  
Neighborhoodly  
Diverse  
Supportive

# VOLUNTEER LEADERSHIP

The Department of Senior Services/Uptown Social is incredibly dependent on a team of dedicated volunteers. Volunteers guide and direct all aspects of Uptown Social, from daily program offerings to the strategic direction of the organization as a whole.

## Senior Activity Center of Sheboygan Commission

The Senior Activity Center Commission is comprised of Sheboygan residents appointed by the mayor. The Commission drives program offerings and the City of Sheboygan's Livability Plan.

Rich Miesfeld - Chair  
 Barb Felde - Alderperson  
 Sue Garski  
 Stephanie Goetz  
 Keith Jacks  
 Karen Kober  
 Candace Pitts  
 John Scholke  
 Natasha Torry

## Friends of Uptown Social Board of Directors

The Friends of Uptown Social, Inc. is an independent 501(c)3 charitable organization that raises funds to support the operations of Uptown Social. Approximately one third of the funds needed to operate the organization are procured by the Friends.

Scott Johnston - President  
 Alison Petri - Vice President  
 Connie Koenig - Treasurer  
 Dana Elmzen  
 Laura Gumm  
 Lisa Kraus  
 Cesar Lemus  
 Rich Miesfeld  
 Marilyn Montemayor  
 Derek Muench

## Program Leaders

Many of Uptown Social's programs are supported by dedicated program leaders, including:

Jackie Barbeau - Dining Out  
 Susan Baumgart - Painting  
 Bruce Becker - Pickle Ball  
 Pat Christel - Raging Grannies  
 Jon Doll & Jane Lang - Tai Chi  
 Mary Ann Dolson - Yoga  
 Bonnie Feld - Crafting Hands & Yarn Making  
 Ron Feld - Woodcarving  
 Sharon Ferk - Bridge  
 Sue Garski - Gardening  
 Diane Hackbarth - Book Club  
 Tom Hebel - Digital Camera Club

Pat Kevin & Mary Wagner - Allegro  
 Ann Kraft - Life in Writing  
 Ruth Langlois - Ceramics  
 Dean Loudon - Ping Pong  
 Marilyn Montemayor - Cooking Class  
 Dan Pawasarat - Pool  
 Mary Ann Perl - Library  
 Betty & Jan Rather - Sewing  
 Mary Ann Schellinger - Greeting Cards  
 Connie Vandred - Mah Jongg  
 Elaine Zeinemann - Line Dancing

# A MESSAGE FROM THE DIRECTOR

2022 was a big year for Senior Services. Our team of two started the year working out of City Hall, Kiwanis Park, and the Mead Public Library, and finished the year in our brand new building!

Demolition started at 1817 N. 8th Street, the former Save-a-Lot grocery store, in late January, with an estimate to complete construction in the fall. As the weather improved somewhat, we held a ground-breaking ceremony in early March, with more than 80 in attendance.

While construction continued steadily over the coming months, Senior Services continued to provide ad hoc programming throughout the city. On an average week, more than 20 programs were offered, with many lead by Program & Wellness Coordinator Josh Drossel or volunteers.

We also offered a number of trips, ranging from one day to eleven, while progress continued at 1817 N. 8th Street. Groups of more than 50 joined our team to both Washington DC and Albuquerque, NM, keeping participants engaged and generating revenue for the Friends of Uptown Social, which ultimately offsets staffing costs and other operational expenses for Uptown Social.

In October, Jane Brill was hired as Engagement Coordinator, growing the team by 50% and starting just in time to assist with the opening of the new building.

The process of moving and opening Uptown Social was quite a feat! We were, and continue to be, helped tremendously from many other city departments; this building project should be remembered as an example of a successful collaboration among many different groups and individuals, all working together with the common goal of serving Sheboygan's older adults.

To prepare for the Grand Opening on November 15, the Friends of Uptown Social allocated \$20,000 to execute a general awareness marketing campaign. Due to that investment, and the overwhelming need for our services in Sheboygan, we saw more than 800 visitors for the Grand Opening event, and shattered former membership and attendance records within weeks of opening.

2022 was a huge year for Senior Services, and we know 2023 will be even bigger.

– Emily Rendall-Araujo  
Director of Senior Services

# STAFF

## Jane Brill, Engagement Coordinator

Jane Brill joined the Uptown Social team as Engagement Coordinator in October 2022. Jane has spent over 15 years working in the nonprofit industry and comes to US after serving as Executive Director of Generations Intergenerational Center for the previous 3.5 years and served as a board member of the Friends of Uptown Social for over six years. She holds a Bachelor of Arts degree in English and Communications with an emphasis in Public Relations from UW-Whitewater.

Josh joined the Uptown Social team in July 2021. After graduating from the University of Wisconsin Milwaukee with a Bachelor's Degree in Kinesiology, Josh worked for the Madison School & Community Recreation department for three years.

## Josh Drossel, Program & Wellness Coordinator

## Emily Rendall-Araujo, Director of Senior Services

Emily has served as Director of Senior Services for two years. Prior to joining Uptown Social, she spent 10+ years in various roles with several local nonprofit organizations, including the Above & Beyond Children's Museum, United Way of Sheboygan County, and Lakeland University. She holds a Bachelor of Arts degree with majors in business management and music-voice performance & pedagogy and a Masters of Business Administrator degree, both from Lakeland University.

# THE FIGURES

|                               | 2022*  | 2021*  | 2020* | 2019   | 2018   |
|-------------------------------|--------|--------|-------|--------|--------|
| Total Annual Visitors         | 10,360 | 7,675  | 6,083 | 24,000 | 47,000 |
| Unduplicated Annual Attendees | 609    | 414    | 292   | -      | -      |
| Total Active Memberships      | 709    | 342    | 363   | 719    | 714    |
| Total Attendee Hours          | 24,185 | 13,187 | 7,897 | -      | -      |
| Total Program Hours Offered   | 3,338  | 1,927  | 1,222 | -      | -      |

\*2020, 2021, and 2022 were not typical years, as we did not have a permanent building space and were operating at reduced program levels due to Covid-19. Typical programming resumed in late 2022. 2023 should give us a better understanding of typical attendance patterns.



# REBRANDING

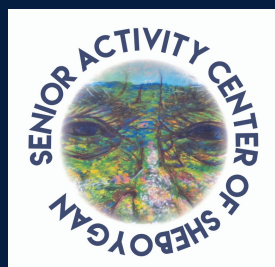
## We Are Uptown Social!

The conversation around developing a new brand identity for the Senior Activity Center began long before 2021. With the transition from old building to new, and growing confusion in the public among multiple organizations with similar names, the timing to work through the rebrand process was finally right.

Using local focus group feedback and a team of dedicated volunteers from the Friends of Uptown Social, the Commission, and the Center, we agreed on goals we wanted to achieve with our new brand:

- A completely unique and recognized brand, not to be confused with other local organizations;
- Clarity that this organization serves active adults age 55 and older, not to be confused with a nursing home or rehab facility;
- A name that can easily be abbreviated or shortened, allowing creative opportunities for marketing and communications.

Being social is at the center of all that we do. Anyone could do an exercise video at home by themselves, or knit in their living room. Why do people spend their time with US? Because we provide the platform to make new friends, to play a game in real life, to be social. And in our new building, everyone will have the opportunity to be social, in Sheboygan's Uptown neighborhood.



## Uptown Social

SHEBOYGAN'S HUB FOR  
ACTIVE SENIORS

# THE NEW BUILDING

## It's Hammer Time!

Following the 2020 discovery of significant system failures and cost-prohibitive repairs needed in our previous building, located at 428 Wisconsin Avenue, we made the decision to purchase and renovate another existing building in a better location. In January of 2021, the City of Sheboygan completed the purchase of the former Save-A-Lot grocery store building, located at 1817 N. 8th Street. After months of planning and a few setbacks, the contract for the renovation was awarded to J.H. Hassinger in December 2021. It is expected that this project will be complete by the end of 2022.

The first phase of construction, scheduled to be completed in 2022, will include a large cafe and dining space, hospitality room, game room, creative studio, dance/activity room, administrative space, and an indoor walking track. This project will help fulfill the required space needs of Uptown Social's programs and provide a more social atmosphere for our attendees.



# PROGRAMMING

## Creative

- Ceramics
- Yarn Making
- Greeting Cards
- Painting
- Knitting
- Writing
- Raging Grannies



## Recreation

- Bingo
- Bridge
- Mah Jongg
- Dining Out
- Sheepshead
- Poker, Canasta
- Dominoes



## Fitness

- Allegro
- Yoga
- Body Basics
- Flex and Stretch
- Line Dancing
- Pickle Ball
- Tai Chi





# TRAVEL

## Washington DC



## Albuquerque



## Monet & Milwaukee Art Museum



# TRAVEL

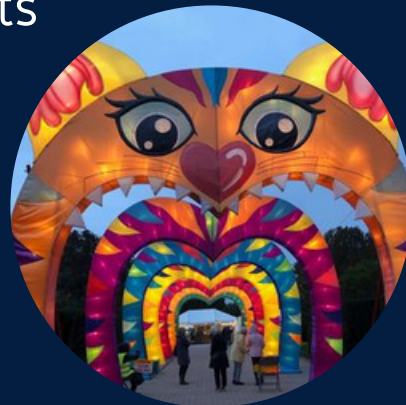
## Fireside



## Open Air Club



## China Lights





# Finance Department

City of Sheboygan  
2022 Annual Report

## Mission Statement

The Finance Department manages the financial information and safeguards the assets for the City of Sheboygan according to accounting guidelines and current laws. This information provides answers to the various governmental agencies and departments along with the taxpaying public.

## Vision Statement

Our vision is to transition the City of Sheboygan into a more efficient government by enhancing financial reporting and budget analysis.

## Finance Team

- **Finance Director**
- **Deputy Finance Director**  
*Resigned 12/1/22; Hired 2/20/23*
- **Financial Reporting Analyst**  
*Hired 2/14/22*
- **Grant Accountant/Internal Auditor**  
*Hired 5/23/22*
- **Payroll Specialist**  
*Resigned 10/27/22; Hired 12/24/22*
- **Accounts Receivable Specialist**
- **Accounts Payable Specialist**
- **General Accountant**
- **Purchasing Agent**

## 2022 Accomplishments

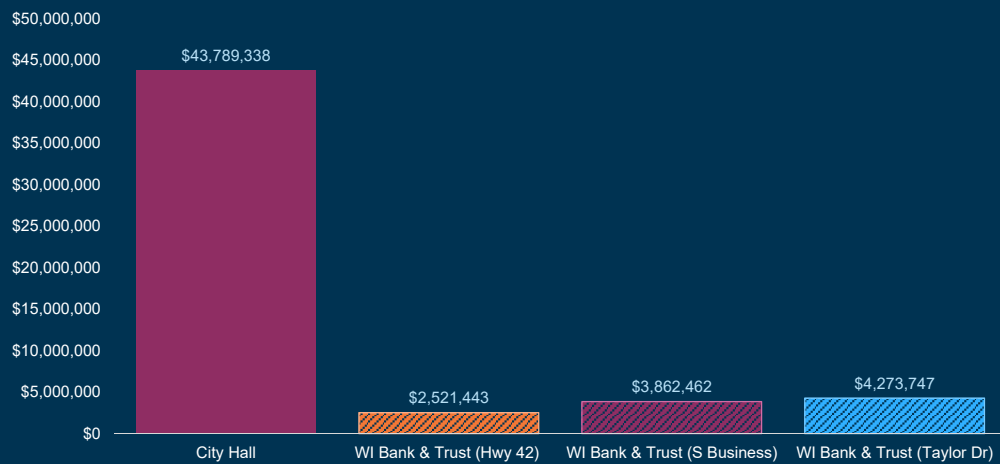
- Munis chart of account/general ledger conversion
- Reconfirmed Aa2 rating with Moody's Investors Service
- Completed first annual audit with new firm, Baker Tilly
- Aligned job tasks for additional segregation of duties and best practice standards
- Presented Five-Year Financial Strategic Plan with the assistance of Ehlers Public Finance Advisors
- Worked through State FEMA program for reimbursement related to June wind storm damage
- Implemented new debt and lease tracking software, DebtBook, for accounting compliance
- Contracted with a municipal debt collector to assist with delinquent bill collections
- Compiled robust capital asset listing in preparation for Munis integration
- Completed the implementation of Host Compliance software for room tax permitting and collections
- Provided assistance to Human Resources Department through staffing changes

## Key Metrics

|   | 2021         | 2022         |
|---|--------------|--------------|
| Accounts Payable Checks                                 | 4,452        | 3,435        |
| Accounts Payable ACH/ACI                                | 718          | 2,001        |
| Credit Card Payments Processed                          | \$1,371,094  | \$1,717,397  |
| Taxes Collected by 1 <sup>st</sup> Installment Due Date | \$53,643,655 | \$54,446,990 |

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## 2022 Tax Collection Volume



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## 2023 Goals & Projects

- Munis System Process Improvements:
  - Implement Project Ledger module
  - Import Capital Asset Listing and Depreciation after audit verification
  - Bank Reconciliation process
  - Import of City credit card transactions
  - Move Special Assessment and Delinquent Personal Property taxes out of AS400
- Assist Sheboygan County with implementation of web-based property tax collection software
- Complete 2022 audit and work with auditors to further develop best practices
- Update and adopt financial policies (Examples include: Purchasing, Donation & Credit Card)
- Develop new budget process for increased transparency to include additional Council & taxpayer input

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