THIRTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

October 02, 2023 at 6:00 PM

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

"You can always, always give something, even if it is only kindness." Anne Frank

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

Notice of the 13th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, October 2, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Regular Council Meeting held on September 18, 2023

4. **Confirmation of Mayoral Appointment**
   Brittney Wagner to the Mayor's International Committee

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

6. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

8. R. O. No. 49-23-24 by Board of Water Commissioners submitting a copy of the 2024 Budget for the Sheboygan Water Utility.

9. R. O. No. 52-23-24 by City Plan Commission to whom was referred R. O. No. 43-23-24 by City Clerk submitting a Certified Survey Map creating Lot 1A and Outlot 1B in the SouthPointe Enterprise Campus, including dedication of public street right-of-way for a portion of South Taylor Drive north of Horizon Drive, as shown on the attached map; recommends filing the R. O. and adopting the map.

10. R. O. No. 53-23-24 by City Plan Commission to whom was referred Gen. Ord. No. 18-23-24 by Alderperson Mitchell repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gurpal Wisconsin Stations, LLC; recommends adopting the Ordinance.

11. R. C. No. 91-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 135-22-23 by City Clerk submitting a Summons and Complaint - Small Claims in the matter of Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al.; recommends filing the document.

12. R. C. No. 92-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 218-22-23 by Finance and Personnel Committee and R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan; recommends filing the document.

13. R. C. No. 93-23-24 by Finance and Personnel Committee to whom was referred Res. No. 59-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to sign documents necessary to settle City Invoice No. 10131 for $6,919.38; recommends adopting the Resolution.

14. R. C. No. 96-23-24 by Public Works Committee to whom was referred Res. No. 60-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue purchase orders for the purchase of 717 trees to be received and planted in the spring of 2024 by the Department of Public Works Parks & Forestry Division; recommends adopting the Resolution.

15. R. C. No. 97-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 44-23-24 by City Clerk submitting a license application for License No. 2313 for a permanent change of premises; recommends granting the application contingent upon final Building Inspection confirmation that tenant has been removed and connecting way properly installed.

REPORT OF OFFICERS

16. R. O. No. 46-23-24 by Transit Commission to whom was referred Res. No. 47-23-24 by Alderpersons Dekker, Salazar and Mitchell authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase; recommends amending the Resolution. RECEIVE THE R. O. AND ADOPT THE SUBSTITUTE RESOLUTION

17. R. O. No. 51-23-24 by City Plan Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; referring the CIP requests to council. REFER TO COMMITTEE OF THE WHOLE

18. R. O. No. 48-23-24 by City Clerk submitting a Petition for Direct Annexation by Unanimous Approval regarding certain lands within the Town of Wilson that are to be annexed to the City of Sheboygan (Tax Parcel Nos: 59030454421, 59030454462, 59030454450, and 59030454460). REFER TO CITY PLAN COMMISSION

19. R. O. No. 47-23-24 by City Clerk submitting a claim from Society Insurance for alleged damages to Limelight Pub. REFER TO FINANCE AND PERSONNEL COMMITTEE

20. R. O. No. 50-23-24 by City Clerk submitting a Summons and Complaint in the matter of BMO Harris Bank N.A. vs. Jessica J. Jacoby et al. REFER TO FINANCE AND PERSONNEL COMMITTEE

21. R. O. No. 54-23-24 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

22. Res. No. 68-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City officials to execute the Employee Leasing Agreement between the City of Sheboygan and GOVTEMPSUSA, LLC with regard to procuring the services of Interim HR Director Kelly Hendee. SUSPEND THE RULES AND ADOPT THE RESOLUTION

23. Res. No. 72-23-24 by Alderpersons Dekker and Salazar authorizing the purchasing agent to place bids on the Wisconsin Surplus Auction website and to complete the purchase of one or two rear-load refuse trucks for the Department of Public Works. SUSPEND THE RULES AND ADOPT THE RESOLUTION

24. Res. No. 63-23-24 by Alderpersons Salazar and Felde establishing polling locations for the City of Sheboygan beginning in 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

25. Res. No. 64-23-24 by Alderpersons Mitchell and Fillicky-Peneski adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2024 coverage and establishing the monthly premium equivalent rates effective for January 2024 coverage and thereafter. REFER TO FINANCE AND PERSONNEL COMMITTEE

26. Res. No. 65-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to file an application with the United States Department of Transportation for a RAISE grant to construct a bicycle and pedestrian bridge connecting South Pier with the Riverfront; to execute documents necessary to accept grant funds; and designating $1,335,483.00 of local matching as required by the program. REFER TO PUBLIC WORKS COMMITTEE

27. Res. No. 66-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the Cleveland Park Splash Pad project. REFER TO PUBLIC WORKS COMMITTEE

28. Res. No. 67-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Engagement Letter Agreements with Baker Tilly US, LLP ("Baker Tilly") for auditing services relating to the dissolution of Tax Incremental District No. 6, Tax Incremental District No. 10, Tax Incremental District No. 12, Tax Incremental District No. 13, Tax Incremental District No. 14, and Tax Incremental District No. 15. REFER TO FINANCE AND PERSONNEL COMMITTEE

29. Res. No. 69-23-24 by Alderpersons Dekker and Rust authorizing the Department of Public Works to donate a 2011 Ferris zero turn mower to the Sheboygan Area Youth Soccer Organization, Inc. DBA Lakeshore United FC c/o Christopher Lacey. REFER TO PUBLIC WORKS COMMITTEE

30. Res. No. 70-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Avenue. REFER TO PUBLIC WORKS COMMITTEE

31. Res. No. 71-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of STH 23 and Taylor Drive. REFER TO PUBLIC WORKS COMMITTEE

32. Res. No. 73-23-24 by Alderpersons Mitchell and Filicky-Peneski establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year. REFER TO COMMITTEE OF THE WHOLE

REPORT OF COMMITTEES

33. R. C. No. 94-23-24 by Finance and Personnel Committee to whom was referred Res. No. 61-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to make all necessary changes and transactions in the City's General Ledger to close the Cable TV Fund and consolidate it into the General Fund; recommends adopting the Resolution.

34. R. C. No. 95-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 62-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director/Treasurer to compensate Heather Burke interim pay for her service to the City as Business Manager of the Department of Public Works from March, 2023 to August 18, 2023; recommends adopting the Resolution.

GENERAL ORDINANCES

35. Gen. Ord. No. 22-23-24 by Alderpersons Salazar and Felde amending Section 2-115 so as to eliminate the need for alderperson signatures on council documents and revising the deadline for submitting requests for documents to the legal department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

36. Gen. Ord. No. 24-23-24 by Alderperson Mitchell annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin. REFER TO CITY PLAN COMMISSION

37. Gen. Ord. No. 23-23-24 by Alderpersons Salazar and Felde amending Section 26-20(c) so as to update the list of public buildings where smoking is prohibited. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

38. MOTION TO CONVENE IN CLOSED SESSION pursuant to the exemption in sec. 19.85(1)(g), Wis. Stats., in order to confer with legal counsel for the City who is rendering oral advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, to wit: Todd Wolf vs. City of Sheboygan, et al, and taking possible actions related to such strategy.

ADJOURN MEETING

39. 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

TWELFTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, September 18, 2023

OPENING OF MEETING

1. **Roll Call**
   Alderpersons present: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.
   Alderpersons excused: Ackley and Salazar – 2.

2. **Presentation of the National Colors**
   Honor Guard VFW 9156

3. **Pledge of Allegiance**

4. **Approval of Minutes**
   Eleventh Regular Council Meeting held on September 5, 2023 and Second Special Council Meeting held on September 11, 2023.

   MOTION TO APPROVE THE MINUTES
   Motion made by Dekker, Seconded by Rust.
   Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

5. **Resignation**
   Adam Westbrook as the Director of Human Resources and Labor Relations effective September 22, 2023.

   MOTION TO ACCEPT AND FILE
   Motion made by Dekker, Seconded by Rust.
   Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

6. **Mayoral Appointment**
   Brittney Wagner to the Mayor's International Committee. Lays over.

7. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda.
   Russ Otten spoke.

8. **Election**
   Water commissioner - term to begin on October 1, 2023.

   MOTION TO RECEIVE NOMINATIONS FROM THE FLOOR, VOTING TO BE DONE BY OPEN BALLOT, AND IF TWO OR MORE CANDIDATES ARE NOMINATED, THE CANDIDATE WITH THE LOWEST NUMBER OF VOTES BE DROPPED FROM THE LIST, AND BALLOTING TO CONTINUE UNTIL ONE CANDIDATE RECEIVES A MAJORITY.

Motion made by Dekker, Seconded by Rust.
MOTION TO NOMINATE THOMAS HOWE
Motion made by Dekker, Seconded by Filicky-Peneski.
MOTION TO CLOSE NOMINATIONS
Motion made by Dekker, Seconded by Rust.
MOTION TO INSTRUCT THE CITY CLERK TO CAST A UNANIMOUS BALLOT FOR THOMAS HOWE TO SERVE AS A MEMBER ON THE BOARD OF WATER COMMISSIONERS.
Motion by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

9. Presentation
VFW 9156

10. Mayor's Announcements
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

12. R. C. No. 83-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 19-23-24 by Alderpersons Dekker and Ramey creating a two-way stop requiring northbound and southbound traffic on N. 18th Street to stop at Cambridge Avenue; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

13. R. C. No. 84-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 21-23-24 by Alderpersons Dekker and Rust correcting various provisions of the Sheboygan Municipal Code so that they conform to Ordinance No. 14-23-24 adopted on August 7, 2023; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

14. R. C. No. 85-23-24 by Public Works Committee to whom was referred Res. No. 51-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. for design services related to the STH 23 and Taylor Drive intersection; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

15. R. C. No. 86-23-24 by Public Works Committee to whom was referred Res. No. 52-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a lease agreement with Lakeshore Regional Child Advocacy Center for long-term use of a portion of the Uptown Social Senior Community Center building located at 1817 N. 8th Street, Sheboygan, as a branch location; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Dekker, Seconded by Rust.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

16. R. C. No. 87-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 53-23-24 by Alderpersons Salazar and Felde authorizing the Purchasing Agent to issue a purchase order for five police-marked squad sport utility vehicles for the Sheboygan Police Department; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Dekker, Seconded by Rust.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

17. R. C. No. 88-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 38-23-24 by City Clerk submitting various license applications; recommends granting the license applications with caveat.

    MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEAT
    Motion made by Dekker, Seconded by Rust.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

18. R. C. No. 90-23-24 by Finance and Personnel Committee to whom was referred Res. No. 50-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan and Sheboygan County for the Development of a Crisis Co-Response Pilot Program Utilizing American Rescue Plan Act State and Local Fiscal Recovery Funds; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Dekker, Seconded by Rust.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

REPORT OF OFFICERS

19. R. O. No. 42-23-24 by City Attorney, submitting, as a matter of record, a copy of the Stipulati for Dismissal filed with the Circuit Court on August 30, 2023 in the matter of *Badger State Lofts, LP v. City of Sheboygan*, Case No. 22-CV-292.

    MOTION TO ACCEPT AND FILE
    Motion made by Dekker, Seconded by Rust.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

20. R. O. No. 41-23-24 by City Clerk submitting a claim from Holly L. Puchniarz for alleged damages to her vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE

21. R. O. No. 40-23-24 by City Clerk submitting a notice of claim from Gregory R. Robinson for alleged injuries from a fall. REFER TO FINANCE AND PERSONNEL COMMITTEE

22. R. O. No. 39-23-24 by City Clerk submitting a claim from Timothy J. Mais for alleged damages to his vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

23. Res. No. 59-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to sign documents necessary to settle City Invoice No. 10131 for $6,919.38. REFER TO FINANCE AND PERSONNEL COMMITTEE

24. Res. No. 60-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue purchase orders for the purchase of 717 trees to be received and planted in the spring of 2024 by the Department of Public Works Parks & Forestry Division. REFER TO PUBLIC WORKS COMMITTEE

25. Res. No. 61-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to make all necessary changes and transactions in the City's General Ledger to close the Cable TV Fund and consolidate it into the General Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

26. R. C. No. 80-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 20-23-24 by Alderpersons Salazar and Felde amending the City's Nuisance Ordinance; recommends amending the Ordinance to delete the words "in article III" in section 36-2(a) and to strike section 36-2(b).

    MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE ORDINANCE
    Motion made by Felde, Seconded by Dekker.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

27. R. C. No. 81-23-24 by Public Works to whom was referred Res. No. 36-23-24 by Alderpersons Dekker and Rust adopting the City of Sheboygan 2024-2028 Comprehensive Outdoor Recreation Plan; recommends amending the Resolution to modify the first "Whereas" clause to read, "Whereas, the City of Sheboygan adopted a five-year comprehensive outdoor recreation plan in 2016…" and to also replace the comprehensive outdoor recreation plan originally referred to the

Public Works Committee on August 7, 2023 with the September 6, 2023 final draft version attached.

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

28. R. C. No. 82-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 58-23-24 by Alderpersons Mitchell and Filicky-Peneski adopting policies to be contained in a City of Sheboygan Employee Handbook; recommends returning document to council without a recommendation.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Before action was taken,
    MOTION TO AMEND THE RESOLUTION TO ADD AN EFFECTIVE DATE OF JANUARY 1, 2024.
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.
    On motion to adopt the Resolution as amended,
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

29. R. C. No. 89-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 56-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute three Mortgage Subordination documents regarding loans to Catering With Culinary Artists, LLC and Black Pig Elkhart Lake LLC; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

GENERAL ORDINANCES – None

OTHER MATTERS AUTHORIZED BY LAW

30. R. O. No. 43-23-24 by City Clerk submitting a Certified Survey Map creating Lot 1A and Outlot 1B in the SouthPointe Enterprise Campus, including dedication of public street right-of-way for a portion of South Taylor Drive north of Horizon Drive, as shown on the attached map. REFER TO CITY PLAN COMMISSION

ADJOURN MEETING

31. Motion to Adjourn
    MOTION TO ADJOURN AT 6:42 PM

Motion made by Dekker, Seconded by Rust.
Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 8.

City of Sheboygan
spirit on the lake

September 15th 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Brittney Wagner to be considered for appointment to the Mayor's International Committee

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

CITY OF SHEBOYGAN
R. O. 49-23-24

BY BOARD OF WATER COMMISSIONERS.

OCTOBER 2, 2023.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners, hereby, transmits a copy of the 2024 Budget for the Sheboygan Water Utility.

Attachments

City of Sheboygan Water Utility
spirit on the lake

2024 Sheboygan Water Utility Budget

(Board approved September 18, 2023)

Sheboygan Board of Water Commissioners

72 Park Avenue

Sheboygan, WI 53081

WI PSC Utility No. 5370

City of Sheboygan Water Utility
spirit on the lake

Sheboygan Board of Water Commissioners
2024 Budget

Sheboygan Water Utility
WI PSC Utility No. 5370
72 Park Avenue
Sheboygan, Wisconsin

Budget provides for annual investment of **$24,967,318** in all phases of Water Utility operations.

Revenues

Budgeted annual revenue total for 2024	**$14,051,879**	(1)
Estimated annual revenue total as of December 31, 2023	$13,033,820	
Projected revenues for 2024 expected to increase (decrease)	**$1,018,060**	

Expenditures

	Estimated 2023	Budget 2023	**Budget 2024**	Budget Increase (Decrease)	Percent Change	
Expenditure by Classification						
Labor	$2,145,458	$2,146,440	**$2,257,272**	$110,833	5.2%	
Source of supply	$14,000	$18,000	**$18,000**	$0	0.0%	
Pumping	$546,404	$601,220	**$611,920**	$10,700	1.8%	
Water treatment	$909,465	$927,521	**$952,008**	$24,488	2.6%	
Transmission & distribution	$399,197	$459,300	**$460,200**	$900	0.2%	
Customer accounts	$113,271	$77,150	**$107,550**	$30,400	39.4%	(2)
Administrative & general	$2,700,443	$3,265,686	**$3,378,400**	$112,714	3.5%	
Taxes	$1,316,220	$1,341,128	**$1,516,643**	$175,515	13.1%	(3)
Capital outlay	$27,180,850	$30,169,500	**$14,636,000** (4)	-$15,533,500	-51.5%	(4)
Interest on Safe Drinking Water Loans/ water revenue bonds	$690,260	$690,260	**$1,029,324**	$339,064	49.1%	(5)
Totals	$36,015,570	$39,696,204	**$24,967,318**	-$14,728,887	-37.1%	

1) Increase due to additional WDNR LSL grants, and estimated new water rates in effect 2/2024
2) Increase due to an increase in credit card processing fees, postage, and overall inflation
3) Increase due to additional PILOT payment to City of Sheboygan due to raw water improvements (RWI) project
4) Decrease due to less cost on RWI project in 2024 than in 2023
5) Increase due to new RWI Safe Drinking Water loan

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.
Ongoing rate increases will be needed to pay for debt service and PILOT on the raw water improvements (RWI) project.
The Water Utility operates entirely on water revenues and does not receive any tax-based municipal funding.

City of Sheboygan Water Utility
spirit on the lake

CASH AND BUDGET SUMMARY
2024

	Budget 2023	Estimate 2023	**Budget 2024**
REVENUES			
Cash Balance January 1 (including bond reserves)	$9,319,431	$15,110,926 (1)	**$8,691,171**
Current Revenues			
Total sales of water	$8,276,174	$8,456,163	**$9,724,588** (3)
Other operating revenues (other sales)	$2,061,777	$2,174,932	**$2,501,679** (3)
Non-operating revenues (rent, interest)	$127,483	$169,367	**$134,000**
Non-operating revenues (WDNR LSL grants)	$862,400	$151,358 (2)	**$1,365,613**
SWU LSL loan repayments	$212,000	$82,000	**$326,000**
Contributions in aid of construction	$2,025,000	$2,000,000 (4)	**$0**
Total current revenues	$13,564,834	$13,033,820	**$14,051,879**
Total reserves available	$22,884,265	$28,144,746	**$22,743,050**
EXPENDITURES			
Operation & Maintenance			
Source of supply	$19,500	$15,500	**$20,000**
Pumping	$870,132	$785,964	**$868,895**
Water treatment	$1,543,307	$1,475,165	**$1,544,672**
Transmission & distribution maintenance	$1,182,080	$1,144,136	**$1,242,386**
Customer accounts	$301,110	$322,725	**$327,476**
Taxes	$1,341,128	$1,316,220	**$1,516,643**
Administrative & general	$1,769,186	$1,592,961	**$1,653,921**
Total operation & maintenance	$7,026,444	$6,652,672	**$7,173,994**
Other Expenditures			
Capital outlay (including RWI engineering and construction)	$30,169,500	$27,180,850 (5)	**$14,636,000**
Safe Drinking Water Loan proceeds (for RWI)	-$25,789,000	-$17,811,409 (6)	**-$12,685,940**
Water revenue bond proceeds	$0	$0	**$0**
Debt service (including principal and interest)	$1,780,897	$1,939,674	**$2,907,147** (7)
Non-operating grant - SWU LSL grants to customers	$50,000	$536,175 (8)	**$100,000**
Non-operating - SWU LSL loans to customers	$897,600	$804,255	**$1,086,000**
Non-operating grant - WDNR LSL grants to customers	$862,400	$151,358 (8)	**$942,000**
Total other expenditures	$7,971,397	$12,800,903	**$6,985,207**
Total expenditures	$14,997,841	$19,453,575	**$14,159,201**
Cash & Receivables Balance -December 31 (total reserves - total expenditures)	$7,886,424	$8,691,171	**$8,583,850**

1) Cash reported is actual Jan 1, 2023. Higher due to delayed ARPA spend-down in 2022. $9.5M ARPA funds allocated in 2022 and $4.52M spent in 2022.

2) Decrease due to change in WDNR LSL grant program; anticipate grant reimbursement of some 2023 LSL costs in 2024

3) Increase due to estimated new water rates

4) Includes $2.0M directed spending federal grant

5) Decrease due to RWI construction delays

6) Decrease due to RWI construction delays and use of ARPA grants earlier

7) Increase due to impact of entire RWI safe drinking water loan

8) WDNR LSL program in flux during 2023, causing increased SWU LSL grants and decreased WDNR LSL grants

City of Sheboygan Water Utility
spirit on the lake

STATEMENT OF ESTIMATED REVENUES
2024

REVENUE SOURCE		Actual 2022	Budget 2023	Estimate 2023	**Budget 2024**
Metered Sales to General Customers (approx. 4.8 billion gallons)					
Residential		$2,680,290	$2,723,869	$2,842,380	**$3,268,738**
Multi-family		$325,465	$355,641	$362,211	**$416,543**
Commercial		$625,216	$647,561	$608,445	**$699,711**
Industrial		$4,474,380	$4,549,103	$4,643,127	**$5,339,596**
	Totals	$8,105,352	$8,276,174	$8,456,163	**$9,724,588** (1)
Other Sales to Water Customers					
Private fire protection		$131,572	$81,056	$133,040	**$152,996**
Public fire protection (%, inc Falls & Kohler)		$947,607	$937,400	$948,073	**$1,090,284**
Sales to public authorities		$133,714	$121,469	$114,107	**$131,223**
Sales to Sheboygan Falls & Kohler		$912,763	$864,370	$868,256	**$998,495**
	Totals	$2,125,657	$2,004,294	$2,063,476	**$2,372,997** (1)
Other Revenues					
Late payment charges		$123,240	$26,483	$94,506	**$108,682**
Miscellaneous sales		$14,698	$31,000	$16,950	**$20,000**
Rental income from Georgia Ave		$29,483	$29,483	$30,367	**$31,000**
Billing & collecting charge to City		$62,841	$60,000	$64,000	**$65,000**
Non-operating revenues - SWU LSL revolving loan repayments		$105,587	$212,000	$82,000	**$326,000**
Grant revenues - WDNR LSL replacement		$253,642	$862,400	$151,358	**$1,365,613** (2)
(other billing & collecting costs accounted for by expense reduction)					
	Totals	$589,491	$1,221,366	$439,181	**$1,916,295**
	Total Revenues	$10,820,500	$11,501,834	$10,958,820	**$14,013,879**
Other Income					
Interest		$52,032	$38,000	$75,000	**$38,000**
Contributions in aid of construction		$4,524,187	$2,025,000	$2,000,000 (3)	**$0**
	Totals	$4,576,219	$2,063,000	$2,075,000	**$38,000**
REVENUES	**Grand Totals**	$15,396,718	$13,564,834	$13,033,820	**$14,051,879**

1) Increase due to estimated new water rates

2) WDNR LSL grants anticipated for disadvantaged census tracts. Approx $463,000 to reimburse costs in 2023.

3) $2.0M federal directed spending grant

City of Sheboygan Water Utility
spirit on the lake

OPERATION AND MAINTENANCE EXPENSES
2024

		Actual 2022	Budget 2023	Estimate 2023	**Budget 2024**
Source of Supply Expenses					
Operations					
Labor		$0	$500	$500	**$1,000**
Maintenance					
Labor		$0	$1,000	$1,000	**$1,000**
Intakes		$10,260	$18,000	$14,000	**$18,000**
	Totals	$10,260	$19,500	$15,500	**$20,000**
Pumping Expenses					
Operations					
Labor		$86,534	$77,000	$70,000	**$73,500**
Electricity & natural gas		$500,650	$500,000	$477,756	**$520,000**
Pumping equipment		$0	$3,120	$0	**$3,120**
Miscellaneous		$29,627	$27,000	$19,841	**$29,600**
Utilities		$39,695	$45,100	$39,431	**$45,100**
Maintenance					
Labor		$144,144	$191,912	$169,559	**$183,475**
Pumping equipment		$0	$20,000	$5,000	**$5,000**
Structures		$5,263	$6,000	$4,376	**$9,100**
	Totals	$805,913	$870,132	$785,964	**$868,895**
Water Treatment Expenses					
Operations					
Labor		$547,476	$551,787	$503,489	**$528,664**
Water treatment equipment		$372,742	$390,000 (1)	$381,846	**$390,000**
Chemicals		$370,578	$380,521	$476,931	**$496,008**
Miscellaneous		$2,981	$88,000	$2,000	**$3,000**
Utilities		$21,643	$25,000	$19,236	**$25,000**
Maintenance					
Labor		$53,981	$64,000	$62,211	**$64,000**
Water treatment equipment		$23,871	$25,000	$27,562	**$28,000**
Structures		$8,788	$19,000	$1,889	**$10,000**
	Totals	$1,402,061	$1,543,307	$1,475,165	**$1,544,672**

1) Includes sludge disposal charges to WWTP ($60k) and contractor ($200k) along with maintenance, lab equipment

City of Sheboygan Water Utility
spirit on the lake

OPERATION AND MAINTENANCE EXPENSES
2024

		Actual 2022	Budget 2023	Estimate 2023	Budget 2024
Transmission & Distribution Expenses					
Operations					
Labor		$313,097	$362,290	$341,107	**$358,162**
Reservoirs & standpipes		$1,434	$17,000	$26,213	**$17,000**
Mains & hydrants		$5,388	$30,000	$40,000	**$30,000**
Meters		$2,983	$23,600	$2,555	**$12,000**
Customer services		$115,118	$118,000	$115,000	**$118,000**
Miscellaneous		$41,629	$52,000	$26,525	**$52,000**
Utilities		$27,364	$25,700	$22,081	**$25,700**
Maintenance					
Labor		$357,610	$360,491	$403,833	**$424,024**
Structures & improvements		$14,564	$8,500	$20,772	**$21,000**
Reservoirs & standpipes		$843	$20,000	$10,000	**$15,000**
Mains		$178,647	$125,000	$105,129	**$125,000**
Meters		$3,982	$4,500	$273	**$4,500**
Hydrants		$17,118	$30,000	$30,000	**$35,000** (1)
Customer Services		$992	$5,000	$649	**$5,000**
	Totals	$1,080,767	$1,182,080	$1,144,136	**$1,242,386**
Customer Accounts Expenses					
Operations					
Labor		$171,848	$223,960	$209,454	**$219,926**
Meter reading		$13,718	$11,000	$21,503	**$11,000**
Billing & collecting		$61,168	$40,000	$61,600	**$70,400**
Uncollectible accounts		$3,229	$8,000	$8,000	**$8,000**
Utilities		$593	$650	$424	**$650**
Postage		$13,258	$17,500	$21,744	**$17,500**
	Totals	$263,813	$301,110	$322,725	**$327,476**
Taxes					
Local & school (payment in lieu of taxes (PILOT) to City)		$1,029,303	$1,206,128	$1,159,170	**$1,355,268**
Payroll		$144,765	$125,000	$147,050	**$151,375**
P.S.C. remainder assessment (mandatory to state regulator)		$9,456	$10,000	$10,000	**$10,000**
	Totals	$1,183,523	$1,341,128	$1,316,220	**$1,516,643**
Interest Expense Long Term Debt					
Expense (bonds, SDWL, unfunded pension)	**Totals**	$435,450	$690,260	$690,260	**$1,029,324** (2)

1) Includes $20,000 for stripping and painting ~200 fire hydrants

2) Increase due to RWI SDWL

City of Sheboygan Water Utility
spirit on the lake

OPERATION AND MAINTENANCE EXPENSES
2024

Administrative & General Expenses		Actual 2022	Budget 2023	Estimate 2023	Budget 2024
Operations					
Labor		$393,605	$313,500	$384,305	**$403,521**
Office supplies		$20,337	$18,000	$22,802	**$23,000**
Utilities		$3,179	$4,000	$2,520	**$4,000**
Outside services & lawyers (cross connection, health ins. review)		$91,490	$130,000	$119,933	**$130,000**
Auditors (including rate case applications)		$11,800	$15,000	$30,000	**$30,000**
Property Insurance					
Property and contractors' equipment		$40,818	$38,000	$43,117	**$44,000**
Auto		$7,366	$7,000	$7,667	**$8,000**
Crime		$869	$1,000	$903	**$1,000**
Injuries & Damage Insurance					
Workmen's Comp		$17,452	$31,200	$39,892	**$39,305**
General liability, public officials, umbrella		$29,464	$30,000	$30,000	**$30,000**
Other Expenses					
Health insurance (including dental, vision, prescriptions)		$687,470	$863,586	$717,203	**$745,195** (1)
Wisconsin Retirement System		$110,784	$232,000	$102,000	**$112,000**
Life insurance		$5,771	$4,900	$4,617	**$4,900**
Regulatory commission expense		$1,143	$30,000	$30,000	**$20,000**
Miscellaneous & administrative expense		$45,449	$45,000	$45,000	**$45,000**
Non-operating grant expense (WDNR LSL grants to customers)		$253,642	$862,400	$151,358	**$942,000** (2)
Lead service line (LSL) replacement (SWU grants to customers)		$7,126	$50,000	$536,175	**$100,000**
Lead service line (LSL) replacement (SWU loans to customers)		$0	$897,600	$804,255	**$1,086,000**
Maintenance					
Office equipment maintenance		$3,581	$1,000	$1,000	**$2,000**
Office facilities maintenance		$13,338	$5,000	$12,000	**$12,000**
	Totals	$1,744,684	$3,579,186	$3,084,749	**$3,781,921**
EXPENDITURES (NOT INCLUDING CAPITAL OUTLAY)	Grand Totals	$6,926,471	$9,526,704	$8,834,720	**$10,331,318**

1) The Utility swtiched to a fully-insured health insurance plan in August 2022.

2) Lead service line (LSL) projects: Lincoln Ave, Barrett to 3rd; S. 11th, Union to Indiana; Swift Ave, 8th to 12th; Dillingham, 8th to 12th

City of Sheboygan Water Utility
spirit on the lake

CAPITAL OUTLAY
2024

New Construction and Meters	Actual 2022	Budget 2023	Actual & Estimate 2023	Budget 2024
Distribution mains, hydrants, and related construction (not including LSL)				
2024 Taylor Drive: Union Ave to 400' north				**$250,000**
2024 Sheboygan River crossing near Garton toy site				**$250,000**
2024 Lincoln Ave: Barrett to N. 1st				**$70,000**
2024 S. 12th St: upsize if extended to proposed golf course				**$80,000**
2024 10 valves/10 hydrants replaced				**$100,000**
2024 excavation safety/shoring equipment upgrades				**$12,000**
2024 water meters (including for 20-year replacement program)				**$250,000**
2024 Orion radio transmitters (400 replacement units)				**$82,000**
2023 Distribution mains, hydrants, and related construction (not including LSL)		$1,100,000	$960,000	
2023 Meters (860) of all sizes (does not include bolts and gaskets, large meter testing)		$80,000	$80,000	
2023 Orion radio generators (500) for 1/2 & 5/8" meters		$80,000	$80,000	
2023 Replacement of 10 hydrants and 10 street valves		$100,000	$100,000	
2022 Distribution mains, hydrants, and related construction (not including LSL)	$1,571,214			
2022 Meters (860) of all sizes, including bolts and gaskets, large meter testing	$143,886			
2022 Orion radio generators (500) for 1/2 & 5/8" meters	$65,336			
2022 Replacement of 10 hydrants and 10 street valves	$48,305			
Total new construction and meters	$1,828,740	$1,360,000	$1,220,000	**$1,094,000**
Other capital outlay				
Source of Supply				
2024 RWI: intake pipeline, well, pump station - construction/engineeering				**$12,400,000**
2023 RWI: intake pipeline, well, pump station - construction/engineeering		$27,789,000	$25,340,350	
2022 RWI: intake pipeline, well, pump station - construction/engineeering	$9,330,839			
2022 Retaining wall project	$31,587			
Pumping				
2022 Wash pump #1 - Switch gear and motor replacement	$0			
2022 High lift vertical turbine pump	$14,214			
Equipment				
2024 filter actuator replacements (filters 7-11)				**$50,000**
2022 Wilgus Ave Pumpstation Generator Replacement	$0			
Structures				
2024 security camera upgrades at Taylor Hill, Erie and Georgia stations				**$20,000**
2024 water treatment plant tuckpointing				**$15,000**
Water Treatment				
Equipment				
2024 filter rehabilitation (IMS 200 caps and media for filters 3 and 4)				**$300,000**
2023 Sodium hypochlorite bulk tank replacement (inc piping and fittings)		$150,000	$0	**$150,000**
2023 Phosphate system upgrade (additional bulk tank)		$12,000	$12,000	
2023 Filter effluent actuator replacements (six)		$45,000	$45,000	
2023 UV battery backup upgrades		$10,000	$10,000	
2023 filter replacements/rehab (#6 and media/caps for 2 additional filters)		$650,000	$400,000	
2022 Chemical systems - phosphate level sensors	$6,754			
2022 Filter #5 rehab	$142,311			

City of Sheboygan Water Utility
spirit on the lake

CAPITAL OUTLAY
2024

Heating Equipment				
2022 Heating Upgrades(Add redundant heating in UV and chemical bulk areas)	$12,880			
SCADA Equipment				
2024 Erie Avenue PLC replacement				**$50,000**
2022 Software update and PC replacement	$26,873			
Lab Equipment				
2022 DR5000 spectrophotometer replacement	$12,764			
Office Furniture & Equipment				
2024 computer replacements				**$14,000**
2024 employee benefits web portal				**$10,000**
2024 asset management software (VUEWORKS integration w Casselle)				**$25,000**
2024 SQL server replacement				**$28,000**
2023 Computer replacements (4)		$8,500	$8,500	
2022 Neogov software	$0			
Transportation Equipment				
2024 #1 quad axle dump truck replacement				**$300,000**
2024 water treatment plant truck replacement				**$40,000**
2024 service tech truck replacement				**$40,000**
2023 Replacement of trucks (10 and 17)		$100,000	$100,000	
2023 Replacement of 2008 Utility passenger vehicle		$35,000	$35,000	
2022 #10 truck replacement (2010) to fuel efficient vehicle	$0			
Power Operated Equipment				
Engineering Department				
2024 ESRI GIS licenses (10) and training				**$10,000**
2024 GPS surveying unit				**$25,000**
2024 asset management sofware: Vueworks (continued in 2025)				**$80,000**
2023 ESRI GIS licenses and training		$10,000	$10,000	
Total other capital outlay	$9,578,223	$28,809,500	$25,960,850	$13,542,000
Total all capital expenditures	$11,406,963	$30,169,500	$27,180,850	**$14,636,000**

CITY OF SHEBOYGAN
R. O. 52-23-24

BY CITY PLAN COMMISSION.

OCTOBER 2, 2023.

Your Commission to whom was referred R. O. No. 43-23-24 by City Clerk submitting a Certified Survey Map creating Lot 1A and Outlot 1B in the SouthPointe Enterprise Campus, including dedication of public street right-of-way for a portion of South Taylor Drive north of Horizon Drive, as shown on the attached map; recommends filing the R. O. and adopting the map.

CITY OF SHEBOYGAN
R. O. 43-23-24

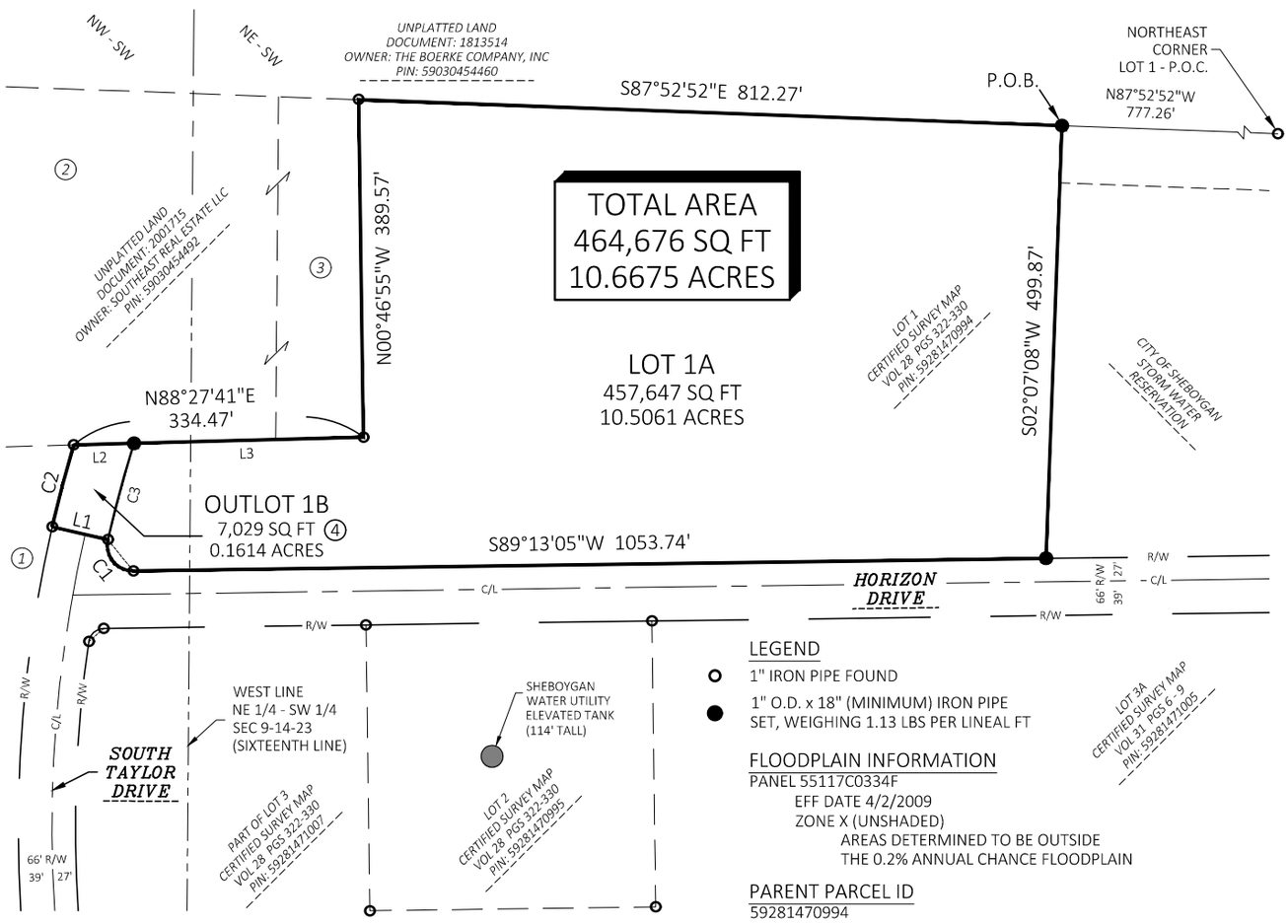
BY CITY CLERK.

SEPTEMBER 18, 2023.

Submitting a Certified Survey Map creating Lot 1A and Outlot 1B in the SouthPointe Enterprise Campus, including dedication of public street right-of-way for a portion of South Taylor Drive north of Horizon Drive, as shown on the attached map.

CERTIFIED SURVEY MAP

PART OF LOT 1 OF A CERTIFIED SURVEY MAP RECORDED IN
VOLUME 28 ON PAGES 322 TO 330 AS DOCUMENT 2061658
BEING LOCATED IN PARTS OF
THE NW 1/4 OF THE SW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



LEGEND

- ○ 1" IRON PIPE FOUND
- ● 1" O.D. x 18" (MINIMUM) IRON PIPE SET, WEIGHING 1.13 LBS PER LINEAL FT

FLOODPLAIN INFORMATION

PANEL 55117C0334F
EFF DATE 4/2/2009
ZONE X (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

PARENT PARCEL ID

59281470994

1. *OUTLOT 1 - CERTIFIED SURVEY MAP - VOL 29 PGS 49-53 PIN: 59281471001*
2. *"OUTLOT 1" PER RICHARD M. MILLER PLAT OF SURVEY - A27649 - DATED: 1/17/2000*
3. *"OUTLOT 2" PER RICHARD M. MILLER PLAT OF SURVEY - A28476 - DATED: 1/18/2001*
4. OUTLOT 1B NOTE: THIS AREA WAS RESERVED FOR A 66' WIDE STREET PER CSM VOL 28 PG 322-330. AT THE TIME OF THIS SURVEY, THE FINAL ALIGNMENT HAS NOT YET BEEN DETERMINED.

LINE TABLE

LINE #	BEARING	LENGTH	NOTES
L1	N77°04'51"W	66.00'	-
L2	N88°27'41"E	69.59'	*(REC AS 334.37')*
L3	N88°27'41"E	264.88'	

CURVE TABLE

CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C1	53.39'	29.50'	103°42'04"	N38°55'53"W	46.40'	S89°13'05"W	N12°55'09"E
C2	97.80'	1549.00'	03°37'03"	N14°43'41"E	97.79'	N12°55'09"E	N16°32'12"E
C3	115.23'	1483.00'	04°27'07"	S15°08'43"W	115.20'	S17°22'16"W	S12°55'09"W

BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 1 OF CSM VOL 28 - PGS 322-330 RECORDED AS S87°52'52"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

N

0 200 400
SCALE (FEET)

SHEET 1 OF 4 SHEETS

SouthPointe ENTERPRISE CAMPUS

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

*Only if the surveyor's signature or stamp is in **RED** is this an original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.*

MICHAEL P. BORN
WISCONSIN PROFESSIONAL LAND SURVEYOR - S-2984

CERTIFIED SURVEY MAP

PART OF LOT 1 OF A CERTIFIED SURVEY MAP RECORDED IN
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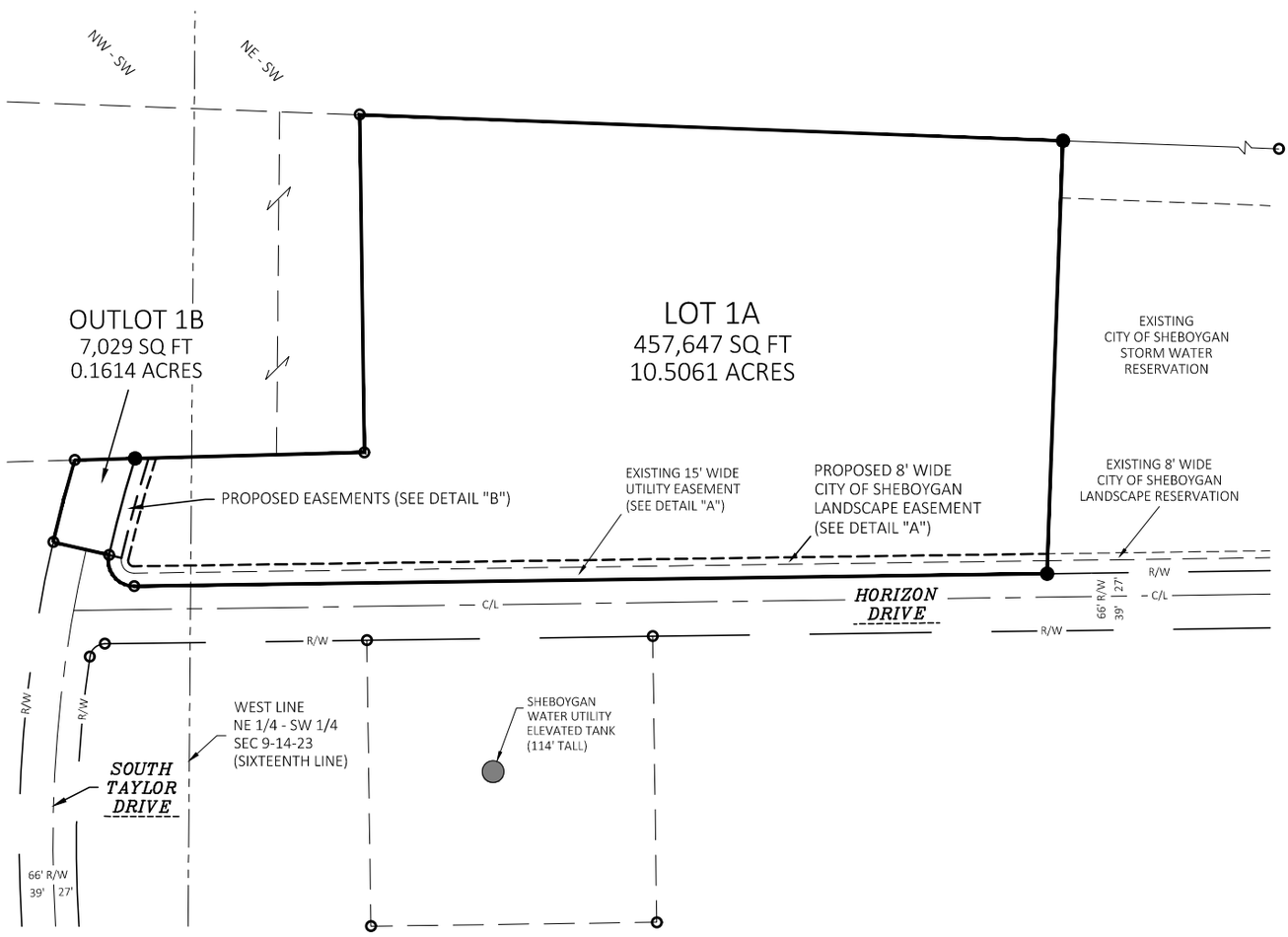
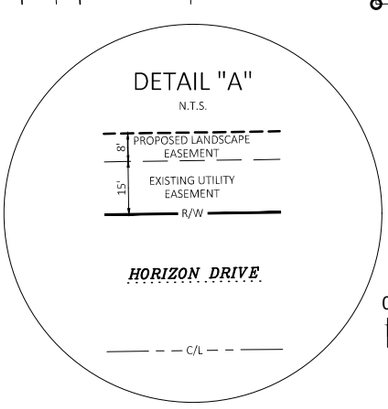
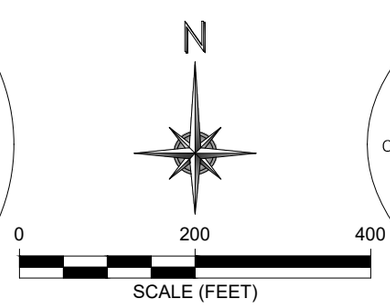
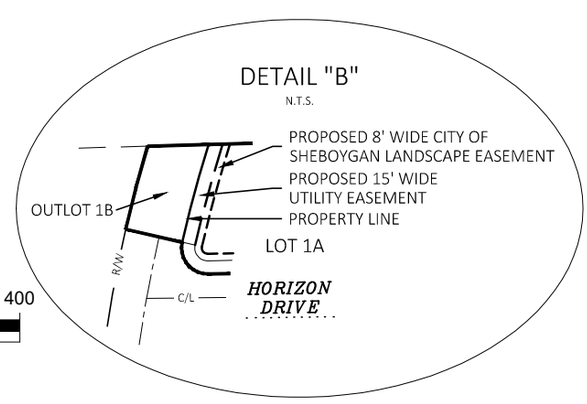
BEING LOCATED IN PARTS OF
THE NW 1/4 OF THE SW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.









ZONING & COVENANT NOTE:
THIS LOT IS ZONED SUBURBAN INDUSTRIAL (SI). THE CITY OF SHEBOYGAN - PLANNING & DEVELOPMENT DEPARTMENT HAS ESTABLISHED, AND HAS ON FILE, THE PROTECTIVE COVENANTS GOVERNING THIS LOT.

UTILITY EASEMENT NOTE:
THE EXISTING AND PROPOSED 15 FOOT WIDE UTILITY EASEMENT IS TO BE USED BY THE UTILITY COMPANIES THAT DISTRIBUTE NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV, FIBER OPTICS, AND OTHER FORMS OF COMMUNICATION FOR CONSTRUCTION AND MAINTENANCE OF THEIR FACILITIES.

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

*Only if the surveyor's signature or stamp is in **RED** is this an original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.*

MICHAEL P. BORN
WISCONSIN PROFESSIONAL LAND SURVEYOR - S-2984

CERTIFIED SURVEY MAP

PART OF LOT 1 OF A CERTIFIED SURVEY MAP RECORDED IN
VOLUME 28 ON PAGES 322 TO 330 AS DOCUMENT 2061658
BEING LOCATED IN PARTS OF
THE NW 1/4 OF THE SW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Michael P. Born, Wisconsin Professional Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped the parcel of land described below.

That I have made such Certified Survey by the direction of David H. Biebel, Director of Public Works, bounded and described as follows:

Part of Lot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 322 to 330 as Document 2061658 in the Sheboygan County Register of Deeds Office being located in parts of the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1 and the Westerly right of way line of South Business Drive / CTH "OK", thence
North 87°52'52" West along the North line of said Lot 1, a distance of 777.26 feet to the Point of Beginning for this description;
thence South 02°07'08" West, a distance of 499.87 feet to the North right of way line of Horizon Drive;
thence South 89°13'05" West along said North right of way line, a distance of 1053.74 feet to a point of curvature;
thence Northwesterly a distance of 53.39 feet along said North right of way line and the arc of a curve to the right having a radius of 29.50 feet and chord which bears North 38°55'53" West a distance of 46.40 feet to the terminus of the South Taylor Drive right of way;
thence North 77°04'51" West along said terminus, a distance of 66.00 feet to the East line of Outlot 1 of a Certified Survey Map recorded in Volume 29 of Certified Surveys Maps on Pages 49 to 53 as Document 2067130 in the Sheboygan County Register of Deeds Office;
thence Northeasterly a distance of 97.80 feet along said East line of Outlot 1 and the arc of a curve to the right having a radius of 1549.00 feet and a chord which bears North 14°43'41"E a distance of 97.79 feet to the North line of said Lot 1;
thence North 88°27'41" East along the North line of said Lot 1, a distance of 334.47 feet to the West line of said Lot 1;
thence North 00°46'55" West along the West line of said Lot 1, a distance of 389.57 feet to the Northwest corner of said Lot 1;
thence South 87°52'52"East along the North line of said Lot 1, a distance of 812.27 feet to the Point of Beginning.

The parcel described above contains 10.6675 Acres (464,676 Square Feet) of land, more or less, and is subject to all easements and restrictions of record, both recorded and unrecorded.

End of description.

That such is a correct representation of all of the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with Section 236.34 of the Wisconsin Statutes and Chapter 103 - Subdivisions of the Municipal Code of the City of Sheboygan in surveying, dividing, and mapping the same.

Dated this _____ day of _____ , 2023.

_____
Michael P. Born
Wisconsin Professional Land Surveyor, S-2984
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

SHEET 3 OF 4 SHEETS

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

*Only if the surveyor's signature or stamp is in **RED** is this an original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.*

CERTIFIED SURVEY MAP

PART OF LOT 1 OF A CERTIFIED SURVEY MAP RECORDED IN
VOLUME 28 ON PAGES 322 TO 330 AS DOCUMENT 2061658
BEING LOCATED IN PARTS OF
THE NW 1/4 OF THE SW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

MUNICIPAL OWNER'S CERTIFICATE

The City of Sheboygan, a Wisconsin municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said municipal corporation caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon.

The City of Sheboygan does further certify that this Certified Survey Map is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

1. City of Sheboygan - Planning & Development Department

WITNESS the hand and seal of said owner(s) this _____ day of _____ , 2023.

In presence of:

_____ _____
Ryan Sorenson, Mayor Witness

_____ _____
Meredith DeBruin, City Clerk Witness

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this _____ day of _____, 2023, the above named Ryan Sorenson and Meredith DeBruin of the above named municipality, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipality, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipality, by its authority.

_____

Notary Public, _____, Wisconsin

My commission expires _____

CITY OF SHEBOYGAN - PLANNING & DEVELOPMENT

This Certified Survey Map is approved for recording by the City of Sheboygan - Planning & Development Department.

Dated this _____ day of _____, 2023

_____
Diane McGinnis-Casey, Director of Planning & Development

UTILITY EASEMENT NOTE

The final grade established by the subdivider on the utility easements shall not be altered by more than six inches by the subdivider, his agent, or by subsequent owners of the lots on which the utility easements are located, except with written consent of the utility or utilities involved.

No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

*Only if the surveyor's signature or stamp is in **RED** is this an original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.*

_____
MICHAEL P. BORN
WISCONSIN PROFESSIONAL LAND SURVEYOR - S-2984

CITY OF SHEBOYGAN
R. O. 53-23-24

BY CITY PLAN COMMISSION.

OCTOBER 2, 2023.

Your Commission to whom was referred Gen. Ord. No. 18-23-24 by Alderperson Mitchell repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gurpal Wisconsin Stations, LLC; recommends adopting the Ordinance.

CITY OF SHEBOYGAN
GENERAL ORDINANCE 18-23-24

BY ALDERPERSON MITCHELL.

AUGUST 21, 2023.

AN ORDINANCE repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gurpal Wisconsin Stations, LLC.

WHEREAS, the current owners of the property located at 1026 North 14th Street have advised the City that they no longer need to encroach upon City right of way and have requested that the City terminate the encroachment privilege granted by way of Gen. Ord. No. 11-04-05.

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

SECTION 1: **AMENDMENT** Gen. Ord. No. 11-04-05 passed on June 21, 2004 (copy attached), which had granted Gurpal Wisconsin Stations, LLC, their heirs and assigns, the privilege of encroaching upon described portions of Ontario Ave. located at 1026 North 14th Street in the City of Sheboygan, for the purpose of maintaining a canopy and ice storage building, is hereby repealed in its entirety.

SECTION 2: **REGISTER OF DEEDS** The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

OFFICE OF CITY CLERK
SHEBOYGAN, WI
CITY HALL
828 Center Ave
Sheb

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Patricia Lohse
City Clerk

Gen. Ord. No. 11 - 04 - 05. By Alderpersons Baumann and Peterson.
June 7, 2004.

AN ORDINANCE granting Gurpal Wisconsin Stations, LLC, its successors and assigns, the privilege of encroaching upon described portions of Ontario Ave. located at 1028 N. 14th St. in the City of Sheboygan for the purpose of maintaining a canopy and ice storage building.

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

Section 1. Subject to the terms and conditions contained herein, Gurpal Wisconsin Stations, LLC, its successors and assigns, is hereby granted the privilege of encroaching 2.0' south of the north r.o.w. line of Ontario Ave. from 108.0' west of the west r.o.w. line of N. 14th St. to 116.0' west of the west r.o.w. of N. 14th St. containing 16 sq. ft. and a canopy from 15.0' west of the west r.o.w. line of N. 14th St. to 38.0' west of the west r.o.w. line of N. 14th St. and extending SE 15.0' from the north r.o.w. line of Ontario Ave. thence NE 18.0' to the north r.o.w. line of Ontario Ave. containing 135.0 sq. ft., Lots 1 & 2, Blk 89, Original Plat, City of Sheboygan, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Gurpal Wisconsin Stations, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Gurpal Wisconsin Stations, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Gurpal Wisconsin Stations, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

1738471

SHEBOYGAN COUNTY, WI
RECORDED ON

07/01/2004 03:52PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:

STAFF ID 2
TRANS # 45749

OF PAGES: 2

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

Plan Comm
favorable
Warner / Stephen
Ord be passed.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of June, 2004.

Dated June 23 2004, Susan Richards, Deputy City Clerk

Approved June 23 2004. James P. Sebranek, Mayor

Proceedings Published June 26 20 04

Ordinances Published June 26 20 04

Certified June 28 20 04 to Atty.; Ord. Book; Dir. of City Dev.; Assessor; DPW; Bldg. Insp.; Eng.; Register of Deeds; Gurpal Wisconsin Statitions, LLC

CITY OF SHEBOYGAN
R. C. 91-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred R. O. No. 135-22-23 by City Clerk submitting a Summons and Complaint - Small Claims in the matter of Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al.; recommends filing the document.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

II

R. O. No. 135 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a Summons and Complaint - Small Claims in the matter of Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al.

FYP

CITY CLERK

FILED
03-27-2023
Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

Item 11.

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al

Electronic Filing Notice

Case No. 2023SC000577
Class Code: Sm Claim, Claim Under $ Limit

CITY OF SHEBOYGAN C/O MAYOR RYAN SORENSON
828 CENTER AVE #300
SHEBOYGAN WI 53081

Case number 2023SC000577 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: 13109b

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

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

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3070.

Sheboygan County Circuit Court
Date: March 27, 2023

FILED
03-27-2023
Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

Item 11.

DATE SIGNED: March 27, 2023

Electronically signed by Christine Koenig
Clerk of Court

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

☐ Amended

Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al

Summons and Complaint Small Claims

Case No: 2023SC000577
Sm Claim, Claim Under $ Limit 31001

Plaintiff:
Cristy Murray
1521 Kaufman Ave.
Sheboygan WI 53081

Defendant:
City of Sheboygan c/o Mayor Ryan Sorenson
828 Center Ave #300
Sheboygan WI 53081

Defendant:
Mark A Polich
2709 Pershing Ave.
Sheboygan WI 53083

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

Item 11.

SUMMONS

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

- ☐ You must appear at the time and place stated.
- ☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date 04-24-2023	Time 08:30 am
Place to Appear/File an Answer	
Sheboygan County Courthouse B-10 Lower Level 615 N 6th Street Sheboygan WI 53081	
Date Summons Issued 03-27-2023	Date Summons Mailed 03-27-2023

Item 11.

This form is also available in Spanish.
(Este formulario está disponible en español.)

FILED
03-27-2023
Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

Plaintiff: [Name (First, Middle, Last), Address, City, State, Zip]
Cristy Murray
1521 Kaufman Ave.
Sheboygan, WI 53081

☐ See attached for additional plaintiffs.

-vs-

To: **Defendant(s):** [Name (First, Middle, Last), Address, City, State, Zip]
CITY OF SHEBOYGAN
c/o Mayor Ryan Sorenson
828 Center Ave #300
Sheboygan, WI 53081
and
MARK A. POLICH
2709 Pershing Ave.
Sheboygan, WI 53083

☐ See attached for additional defendants.

☐ Amended

Summons and Complaint (Small Claims)

Case No. 23 SC

☒ Claim for money ($10,000 or less)	31001
☐ Tort/Personal injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

☐ One or both parties require the services of an interpreter. Which party? _____ _____
Which language? _____ Complete and file the Interpreter Request (GF-149) form.

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

☐ You must appear at the time and place stated.
☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date	Time: 8:30 am
Place to Appear/File an Answer	
Sheboygan County Courthouse Court Room B 615 N 6th St. Sheboygan, WI 53081	
Clerk/Attorney Signature	Date Summons Issued / Date Summons Mailed

FILED
03-27-2023
Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

Item 11.

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for *(Check as appropriate)*
   - ☒ Claim for Money $ 1,060.93
   - ☐ Tort/Personal Injury $ _____
   - ☐ Return of property (replevin) *(Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)*
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:
   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

On September 2nd , 2022 Cristy Murray's 2005 Ford Focus ("car") was parked in front of her home at 1521 Kaufman Ave., Sheboygan, WI. At approximately 11:00am Mark Polich, a City of Sheboygan employee, was performing his job duties, driving and picking up garbage cans with a City of Sheboygan garbage truck.

Mark lowered the arm of the truck to place a garbage can back on the ground, in front of 1521 Kaufman Ave., he then continued on towards the next garbage can, unfortunatley, Mark failed to raise the arm of the truck before doing so. The arm of the truck collided with the rear of the car, causing a large dent and paint scrape on the car's rear bumper, and breaking off part of the arm of the garbage truck.

Mark contacted the police, Officer Becker responded, and knocked on Ms. Murray's door to inform her of the incident. Officer Becker documented the crash, and Mark apologized to Ms. Murray saying: "I'm so sorry, the arm didn't come up".

Ms. Murray took the vehicle to Dean's Auto Body, Inc. where Joe Black inspected the vehicle and gave Ms. Murray an estimate of $1,060.93 to repair the damage done by the garbage truck.

A copy of the Preliminary Estimate is attached as Exhibit A.

Ms. Murray submited a claim to the City of Sheboygan, and was denied in full on March 14th, 2023.

A copy of the letter denying Ms. Murray's claim is attached as Exhibit B.

☐ **See attached for additional information**. Provide copy of attachments for court and defendant(s).

I am the: ☐ plaintiff. ☒ attorney for the plaintiff.

▶ _____ Plaintiff's Signature	Kyle Borkenhagen Attorney's Signature
_____ Name Printed or Typed	Kyle Borkehagen Attorney's Name Printed or Typed
_____ Address	909 N. 8th Street, Suite 100, Sheboygan, WI 53081 Attorney's Address
_____ Email Address	kborkehagen@rohdedales.com Attorney's Email Address; (920) 458-5501 Attorney's Telephone Number
_____ Telephone Number; Date	3/27/2023 Date; 1084544 State Bar No

Item 11.

DEAN'S AUTO BODY, INC.

Workfile ID: 018
PartsShare: 62

Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Preliminary Estimate

Customer: Murray, Cristy

Written By: Joe Black

Insured:	Murray, Cristy	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:	07 Left Rear				

Owner:
Murray, Cristy
1521 Kaufmann Ave
Sheboygan, WI 53081
(920) 362-3664 Cell

Inspection Location:
DEAN'S AUTO BODY, INC.
1407 N 29TH ST
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-5494 Business

Insurance Company:

VEHICLE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN:	1FAFP34N35W209496	Interior Color:		Mileage In:	162,906	Vehicle Out:	
License:	ALB-8795	Exterior Color:	Blue	Mileage Out:			
State:	WI	Production Date:	10/2004	Condition:	Poor	Job #:	

TRANSMISSION
Overdrive
5 Speed Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Rear Defogger

Keyless Entry
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag

Passenger Air Bag
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint

EXHIBIT
A

Preliminary Estimate

Item 11.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2		Repl	Bumper cover	6S4Z17K835BA	1	417.92	1.5	2.8
			Note: CCC Guide to Estimating G36					
			. Any Component clear coated as a separate procedure is not included. If the bumper cover requires a different clear coat mix because of flex additives, a separate procedure is required. - MOTOR, DEG Inquiry 5321					
3			Add for Clear Coat					1.1
4	**MISCELLANEOUS OPERATIONS**							
5	#	Repl	Administration Supplies		1	25.00		
6	#		Hazardous waste removal		1	6.00 T		
7	#	Repl	Flex additive		1	6.50 T		
				SUBTOTALS		**455.42**	**1.5**	**3.9**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				442.92
Body Labor	1.5 hrs	@	$ 68.00 /hr	102.00
Paint Labor	3.9 hrs	@	$ 68.00 /hr	265.20
Paint Supplies	3.9 hrs	@	$ 45.00 /hr	175.50
Body Supplies	1.5 hrs	@	$ 5.00 /hr	7.50
Miscellaneous				12.50
Subtotal				1,005.62
Sales Tax	$ 1,005.62	@	5.5000 %	55.31
Grand Total				**1,060.93**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,060.93**

MyPriceLink Estimate ID / Quote ID:

1009540312516796416 / 113073047

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

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

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

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

TOTAL LOSS ESTIMATES
Charges for total loss estimates with pictures and documentation to support estimate
Minimum of 4 hours at $90 and going up from there depending what is all need to complete the written evaluation for a total loss.
Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.
Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.
Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are $50 per day

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

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2JK00, CCC Data Date 09/16/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

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

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

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Broadway Ford Hyundai Genesis 1010 S Military Ave Green Bay WI 54304	#6S4Z17K835BA Bumper cover Quote: 1338263642 Expires: 11/11/22	$ 417.92

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

ALTERNATE PARTS USAGE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN:	1FAFP34N35W209496	Interior Color:		Mileage In:	162,906	Vehicle Out:
License:	ALB-8795	Exterior Color:	Blue	Mileage Out:		
State:	WI	Production Date:	10/2004	Condition:	Poor	Job #:

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

Item 11.

March 14, 2023

CERTIFIED & RESTRICTED MAIL

Cristy Murray
1521 Kaufmann Avenue
Sheboygan, WI 53081

Re: Your Claim Against the City of Sheboygan
Date of Loss: September 2, 2022

Dear Ms. Murray:

City of Sheboygan staff have reviewed and considered your claim filed on November 28, 2023, concerning damages you allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mmf

cc: City Clerk Meredith DeBruin
Analyst Margo Wagner

EXHIBIT
B

To all litigants,

SUBSTANTIAL CHANGES were made to the Sheboygan County Small Claims rules in April, 2020. It is important that you follow the procedures below carefully. Court staff cannot make exceptions for individuals who do not follow the Small Claims procedures set forth below.

PLEASE NOTE: ALL PARTIES MUST READ "THE ABBREVIATED GUIDE TO SMALL CLAIMS" AVAILABLE ON THE SHEBOYGAN COUNTY OFFICIAL WEBSITE, sheboygancounty.com. THE DOCUMENT IS AVAILABLE ON THE PAGES OF BOTH THE CLERK OF COURTS OFFICE AND THE FAMILY COURT COMMISSIONERS OFFICE. If necessary, a paper copy of the Guide can be obtained in person from the Clerk of Courts office. Failure to read and follow all rules in the Guide and this letter may result in adverse consequences to parties failing to follow the applicable law and procedure.

Additional assistance can be found at
https://www.wicourts.gov/services/public/selfhelp/smallclaims.htm .

THESE SPECIFIC LOCAL INSTRUCTIONS OVERIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW ONLY THE INSTRUCTIONS BELOW.

This letter will provide important information regarding the initial appearance in this matter. Information on the next steps in the process are in The Abbreviated Guide referenced above.

Initial appearances are conducted in writing only. **DO NOT COME TO THE COURTHOUSE IN PERSON ON THE RETURN DATE.** All answers are to be e-filed or submitted by mail only.

The **PLAINTIFF** does not need to file a letter of appearance, but Proofs of Service and non-military service must be filed with the Clerk of Courts office by noon on the Friday before the date of the scheduled initial appearance. The proof of Non-Military Service can be found at wicourts.gov, under Form, Circuit Court, General, Form GF-175. Submission through the efiling system or by mail is strongly preferred.

If you are a **DEFENDANT**, you may answer one of two ways:

- You may submit your answer through the e-filing system or by mail. Defendants should receive a copy of the answer form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Circuit Court," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office by noon of the Friday before the scheduled initial appearance date. A copy also must be mailed to the plaintiff or his or her attorney at this time as well.

Enter the name of the county in which you are filing this case.	**STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY**
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): _____ First name Middle name Last name
Enter the Plaintiff's address.	_____ Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	_____ Address _____ City State Zip
Enter the case number from the summons and complaint.	☐ **See attached** for additional plaintiffs. -VS-
Enter your name. You are the Defendant.	Defendant(s): _____ First name Middle name Last name
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	_____ Address _____ Address _____ City State Zip ☐ **See attached** for additional defendants.

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	☐ 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. **-OR-**
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	☐ 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: ☐ **See attached** for additional information. _____ _____
Check the box if you need more room and attach any additional pages. See *Pre-Judgment: Basic Steps to Small Claims Service* (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.	☐ I/We do not have a counterclaim/demand against the plaintiff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.	☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for $ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Briefly explain why the court should award you what you are asking for. If you are seeking to recover damages of more than $5,000 for your tort or personal injury counterclaim, or more than $10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed. **NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.	_____ _____
If you need more room, check the box and attach any additional pages to this Counterclaim. **Follow local rules for filing and serving.**	**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.	▶ _____ Defendant's Signature _____ Name Printed or Typed _____ Address	▶ _____ Attorney's Signature _____ Name Printed or Typed _____ Law Firm and Address
If an attorney is completing this form, enter your information.	_____ Email Address _____ Telephone Number Date	_____ Email Address Telephone Number _____ Date State Bar No. (if any)

CITY OF SHEBOYGAN
R. C. 92-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred R. C. No. 218-22-23 by Finance and Personnel Committee and R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan; recommends filing the document.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

VI

R. C. No. 218 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 23-24

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 34 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan.

CITY CLERK

F+P

Item 12.

FILED
06-01-2022
Sheboygan County
Clerk of Circuit Court
2022CV000292
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

BADGER STATE LOFTS, LP vs. CITY OF SHEBOYGAN

Electronic Filing Notice

Case No. 2022CV000292
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server JM
Date: 6/29/22 Time: 3:36 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2022CV000292 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: 150aea

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

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

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

Sheboygan County Circuit Court
Date: June 1, 2022

JUN 29 '22 PM 3:47

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

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

Defendant.

SUMMONS

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to or electronically filed with the Court, whose address 615 North 6th Street, Sheboygan, Wisconsin 53081, and to plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 700, Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Milwaukee, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Milwaukee, WI 53701-2018

Electronically signed by Don M. Millis
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

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

Defendant.

COMPLAINT

Plaintiff Badger State Lofts LP ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant the City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the 2021 tax year, plus statutory interest, with respect to a parcel of real property in the City (the "Property").

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

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

4. The Property is located at 1031 Maryland Avenue, within the City, and is identified in the City's records as Tax Parcel No. 59281505650.

JURISDICTION AND VENUE

5. The Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2021 Assessment - Background Facts

7. The Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

8. For 2021, property tax was imposed on property in the City at the rate of $26.21 per $1,000 of assessed value for the Property.

9. For 2021, the City's assessor set the assessment of the Property at $14,307,000.

10. Plaintiff did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Plaintiff was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

11. The City imposed tax on the Property in the amount of $374,992.28.

12. Plaintiff timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

13. On January 31, 2022, Plaintiff timely and personally served on the City Clerk a claim for excessive assessment pursuant to Wis. Stat. § 74.37(2) (the "2021 Claim"). A true and

correct copy of the 2021 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

14. On or about March 4, 2022, Plaintiff received a letter from the City, stating that the City Common Council considered the 2021 Claim and disallowed the 2021 Claim in its entirety (the "2021 Disallowance"). A true and correct copy of the 2021 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference

CLAIM FOR RELIEF

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

2021 Assessment - Claim for Relief

16. The fair market value of the Property as of January 1, 2021 was no higher than $6,500,000.

17. Based on the aggregate ratio of 78.6759827%, the correct assessment of the Property for the 2021 tax year was no higher than $5,113,939.

18. Based on the tax rate of $26.21 per $1,000 of assessed value, the correct amount of property taxes on the Property for the 2021 tax year is no higher than $134,038.

19. The 2021 assessment of the Property, as set by the City's Assessor and compared with other commercial properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 may be excessive in at least the amount of $240,954.

20. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

21. Plaintiff is entitled to a refund of 2021 tax in the amount of at least $240,954, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2021 should be no higher than $5,113,939;

B. A determination that the correct tax on the Property for 2021 should be no higher than $134,038;

C. Judgment in the amount of $240,954 or such greater amount as may be determined due to Plaintiff, plus statutory interest;

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

E. Such other and further relief as the Court deems appropriate and just.

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

47405268

Electronically signed by Don M. Millis
Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff

Item 12.

Rec'd JAN 31 '22 11:25 MD

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

EXHIBIT A

January 26, 2022

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Process Server PaM
Date 1/31/22 Time 11:25 am/pm
( ) Personal ( ) Substitute
( ) Posted (✓) Corporate

Meredith DeBruin, Clerk
City of Sheboygan
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 5308

Dear Clerk: Re: Tax Parcel No. 59281505650

Now comes Claimant, Badger State Lofts LP, owner of parcel 59281505650 0 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2021, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

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

4. The Property is located at 1031 Maryland Avenue within the City and is identified in the City's records as Tax Parcel No. 59281505650.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

6. For 2021, property tax was imposed on property in the City at the rate of $26.210405per $1,000 for of the assessed value for Property.

7. For 2021, the City's assessor set the assessment of the Property at $2,759,000.

8. Claimant did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Claimant was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

9. The City imposed tax on the Property in the amount of $374,992.28.

10. Claimant timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

11. The fair market value of the Property as of January 1, 2021 was no higher than $6,500,000.

12. Based on the aggregate ratio 78.6759827%, the correct assessment of the Property for 2021 is no higher than $5,113,939.

13. Based on the tax rate of $26.210405 per $1,000 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than $134,038.

14. The 2021 assessment of the Property, as set by the City's Board of Assessors and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 was excessive in at least the amount of $240,954.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2021 tax in the amount of $240,954, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $240,954, plus interest thereon.

Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,

Don M. Millis
Agent for Claimant

46684067

Item 12.

City of
Sheboygan
spirit on the lake.

March 4, 2022

RECEIVED
MAR 15 2022
By

CERTIFIED & RESTRICTED MAIL

Reinhart Boerner Van Deuren s.c.
c/o Attorney Don Millis
22 East Mifflin Street, Suite 700
Madison, WI 53701-2018

Re: Your Claimant: Badger State Lofts LP
Date of Loss: 2021 Tax Year

Dear Attorney Millis:

City of Sheboygan staff have reviewed and considered your claim filed on January 31, 2022, concerning damages your claimant allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Financial Reporting Analyst Margo Wagner
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Item 12.

CERTIFIED MAIL

YGAN CITY ATTORNEY
NTER AVENUE, SUITE 2
YGAN, WI 53081

MILWAUKEE WI 530
4 MAR 2022 PM 4 L

quadient
FIRST-CLASS MAIL
IMI
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03/04/2022 ZIP 53081
043M31230357

US POSTAGE

7016 2710 0000 7505 1581

RESTRICTED DELIVERY

RN RECEIPT
EQUESTED

NK 3/7

Reinhart Boerner Van Deuren s.c
c/o Attorney Don Millis
22 East Mifflin Street, Suite 700
Madison, WI 53701-2018

RESTRICTED DELIVERY

MON
Lunes - Lundi

53703-422575

CITY OF SHEBOYGAN
R. C. 93-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred Res. No. 59-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to sign documents necessary to settle City Invoice No. 10131 for $6,919.38; recommends adopting the Resolution.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 59-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

SEPTEMBER 18, 2023.

A RESOLUTION authorizing the Finance Director to sign documents necessary to settle City Invoice No. 10131 for $6,919.38.

WHEREAS, the City incurred damage on January 19, 2023, when a vehicle struck a street light on Behrens Avenue east of Gateway Drive; and

WHEREAS, Progressive has offered to settle the claim for $6,919.38; and

WHEREAS, the Finance Director states that this payment is sufficient to fully reimburse the City for costs incurred to repair and/or replace the damaged property; and

WHEREAS, pursuant to Res. No. 66-20-21, the City Administrator would normally be authorized to negotiate and settle certain claims; and

WHEREAS, Council has not authorized anyone else to negotiate and/or settle certain claims while the City Administrator position is vacant thereby necessitating individual Council approval for each claim.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to sign the release form accepting $6,919.38, to accept payment in that amount, and to deposit the payment amount into the appropriate account(s).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan
828 Center Ave, Suite 110
Sheboygan, WI 53081

PHONE
(920) 459-3371
FAX
(920) 459-3967

WEBSITE
www.sheboyganwi.gov

INVOICE

Customer

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
FREIBURGER, TRAVIS LEE	07/10/2023	10131	$0.00	**08/09/2023**	**$8,649.23**

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
WORK ORDER 96299 STREET LIGHT DAMAGED BEHRENS AVE E OF GATEWAY DR 1/19/23	1	$8,649.23	EACH	$8,649.23	$0.00	$0.00	$8,649.23

Invoice Total:	**$8,649.23**

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

Promptly Send Payment To:

City of Sheboygan
828 Center Ave, Suite 110
Sheboygan, WI 53081
(920) 459-3371 Fax (920) 459-3967

INVOICE

Remit Portion

Invoice Date	**07/10/2023**
Invoice Number	**10131**
Customer Number	**58911**
Amount Paid	**$0.00**
Due Date	**08/09/2023**
Invoice Total Due	**$8,649.23**

58911
FREIBURGER, TRAVIS LEE
W3348 CTY RD V
SHEBOYGAN FALLS, WI 53805

Please put Invoice Number on your check.
Make Checks Payable to: **City of Sheboygan**

CITY OF SHEBOYGAN
R. C. 96-23-24

BY PUBLIC WORKS COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred Res. No. 60-23-24 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue purchase orders for the purchase of 717 trees to be received and planted in the spring of 2024 by the Department of Public Works Parks & Forestry Division; recommends adopting the Resolution.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 60-23-24

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 18, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders for the purchase of 717 trees to be received and planted in the spring of 2024 by the Department of Public Works Parks & Forestry Division.

WHEREAS, in response to the ravages of the Emerald Ash Borer, the Parks & Forestry Division has mounted a multi-year campaign to restore the urban canopy by planting a variety of blight-resistant species as part of its overall Urban Forestry Plan; and

WHEREAS, funding for the trees purchase is anticipated to be included in the 2024 budget; and

WHEREAS, given the degree of loss nationwide, demand for blight-resistant tree species is quite high necessitating the City to pre-order for the 2024 planting season; and

WHEREAS, a request for bids was issued for the tree purchase, which allowed the City to purchase trees from multiple bidders; and

WHEREAS, payment and delivery of the trees would occur in spring for planting in 2024.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Chestnut Ridge Nursery, Inc., Orchard Park, NY in the amount of $18,214.00; Schichtel's Nursery, Springville, NY in the amount of $43,974.00, and Leaves Inspired Nursery, Chilton, WI in the amount of $5,350.00 (see attached listing of trees).

BE IT FURTHER RESOLVED: That the Finance Director is directed to include this expense in the 2024 budget.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $67,538.00 for the purchase of 717 trees for delivery in spring of 2024, with freight and delivery included, from Account No. 400300-641150 (Capital Projects – Public Works Projects – Trees/Forestry) for the purchase of the trees.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
REQUEST FOR BIDS 2035-23
STREET TREES
Notice of Award Decision

Schichtels Nursery

	# of Trees	Cost per tree	Total $	
Firespire American Hornbeam(25)	25	86	2150	
Beacon Oak (55)	55	109	5995	
New Harmony Elm (50)	50	70	3500	
Wright Brothers Maple (50)	50	109	5450	
Boulevard Tree Lilac (44)	44	78	3432	
Apolo Maple (25)	25	109	2725	
Wedding bells Silver bell (10)	10	123	1230	
Hardy Rubber Tree (44)	44	82	3608	
Street Keeper Honey locust (44)	44	85	3740	
American Hornbeam (44)	44	95	4180	
Village Green Zelkova (44)	44	76	3344	
Spaeth's Alder (44)	44	105	4620	
			43974	Total

Chestnut Ridge Nursery

	# of Trees	Cost per tree	Total $	
Heritage Birch (50)	50	88	4400	
Sugar cone maple (28)	28	106	2968	
Wedding bells Silver bell (22)	22	115	2530	
Golden Glory Dogwood (44)	44	109	4796	
Tulip Tree (44)	44	80	3520	
			18214	Total

Leaves Inspired Nursery

	# of Trees	Cost per tree	Total $	
Amur Maackia (50)	50	107	5350	
			5350	Total

Grand Total	# of Trees	$
	717	67538

CITY OF SHEBOYGAN
R. C. 97-23-24

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred R. O. No. 44-23-24 by City Clerk submitting a license application for License No. 2313 for a permanent change of premises; recommends granting the application contingent upon final Building Inspection confirmation that tenant has been removed and connecting way properly installed.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
DIRECT REFERRAL R. O. 44-23-24
TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

BY CITY CLERK.

SEPTEMBER 27, 2023.

Submitting a license application.

PERMANENT CHANGE OF PREMISE

No.	Name	Address
2513	Vreekes	935 Michigan Avenue – to include current premise and east building space of Vreekes, 933 Michigan Avenue a door will be created behind the bar for the connected space.

CITY OF SHEBOYGAN
R. O. 46-23-24

BY TRANSIT COMMISSION.

OCTOBER 2, 2023.

Your Commission to whom was referred Res. No. 47-23-24 by Alderpersons Dekker, Salazar, and Mitchell authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase; recommends amending the Resolution as follows:

1. Amending the "Now, therefore, be it resolved" paragraph to read, "That the Purchasing Agent is authorized to issue a purchase order to Revels Turf and Tractor, LLC for the purchase of a 2023 John Deere ProGator 2020A for $48,496.97 and to trade in the 2012 John Deer ProGator 2020A for $6,325.00 for a net cost of $42,171.97" and;
2. Amending the "Be it further resolved" paragraph to read, "That the appropriate City officials are authorized to draw funds in the amount of $42,171.97 from Account No. 650345-651400 (Parking Utility Administration Fund – Heavy Equipment) for the purchase" and;
3. Replacing the July 18, 2023 quote summary document with the August 22, 2023 quote summary document."

CITY OF SHEBOYGAN
RESOLUTION 47-23-24 SUBS. OF

BY ALDERPERSONS DEKKER, SALAZAR AND MITCHELL.

OCTOBER 2, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase.

WHEREAS, the City of Sheboygan Parking Utility owns and operates a 2012 John Deere ProGator 2020A for maintaining parking lots, downtown streets, and sidewalks, that is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City desires to replace the 2012 John Deere ProGator 2020A with a more reliable, newer model; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to purchase a 2023 John Deere ProGator 2020A from Revels Turf and Tractor, LLC of Allenton, Wisconsin, at a reduced rate; and

WHEREAS, Revels Turf and Tractor, LLC has approved a trade in value of $6,325.00 for the 2012 John Deere ProGator 2020A as part of the purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Revels Turf and Tractor, LLC for the purchase of a 2023 John Deere ProGator 2020A for $48,496.97 and to trade in the 2012 John Deere ProGator 2020A for $6,325.00 for a net cost of $42,171.97.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of $42,171.97 from Account No. 650345-651400 (Parking Utility Administration Fund – Heavy Equipment) for the purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

Quote Id: 29248815

Prepared For:

CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS ENGINEERING

Prepared By: **Joshua Malady**

Revels Turf and Tractor, LLC
717 Main Street
Allenton, WI 53002

Tel: 847-683-4653
Fax: 847-683-3978
Email: jmalady@revelstractor.com

Date: 18 July 2023

Offer Expires: 31 July 2023

Quote Summary

Prepared For:
CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS ENGINEERING
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

Prepared By:
Joshua Malady
Revels Turf and Tractor, LLC
717 Main Street
Allenton, WI 53002
Phone: 847-683-4653
jmalady@revelstractor.com

Quote Id:	29248815
Created On:	18 July 2023
Last Modified On:	08 August 2023
Expiration Date:	31 July 2023

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE ProGator 2020A (Gas)	$ 45,896.97	X	1	=	$ 45,896.97
Equipment Total					**$ 45,896.97**

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE Pro Gator 2020A - TC202AAT010112	1	$ 6,325.00	$ 6,325.00
PayOff			$ 0.00
Total Trade Allowance			$ 6,325.00
Trade In Total			**$ 6,325.00**

Quote Summary	
Equipment Total	$ 45,896.97
Trade In	$ (6,325.00)
Package Discount	$ 0.00
SubTotal	$ 39,571.97
Est. Service Agreement Tax	$ 0.00
Total	$ 39,571.97
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 39,571.97**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29248815 **Customer:** CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS ENGINEERING

JOHN DEERE ProGator 2020A (Gas)

Hours:
Stock Number:

Code	Description	Qty
140CTC	ProGator 2020A (Gas)	1
	Standard Options - Per Unit	
001A	US/Canada	1
183E	JDLink™ Modem	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1
1159	Standard Rear Tires 26x12-12 (4 PR)	1
1190	2WD Traction Unit	1
2200	Factory Installed Auxiliary Hydraulics	1
9776	Cargo Box	1
	Other Charges	
	Freight	1
	Setup	1

Trade In

Quote Id: 29248815 **Customer:** CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS ENGINEERING

2012 JOHN DEERE Pro Gator 2020A

SN# TC202AAT010112

Machine Details

Description	Net Trade Value
2012 JOHN DEERE Pro Gator 2020A	$ 6,325.00
SN# TC202AAT010112	
Your Trade In Description	

Machine Photography

CITY OF SHEBOYGAN
RESOLUTION 47-23-24

BY ALDERPERSONS DEKKER, SALAZAR AND MITCHELL.

AUGUST 21, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase.

WHEREAS, the City of Sheboygan Parking Utility owns and operates a 2012 John Deere ProGator 2020A for maintaining parking lots, downtown streets, and sidewalks, that is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City desires to replace the 2012 John Deere ProGator 2020A with a more reliable, newer model; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to purchase a 2023 John Deere ProGator 2020A from Revels Turf and Tractor, LLC of Allenton, Wisconsin, at a reduced rate; and

WHEREAS, Revels Turf and Tractor, LLC has approved a trade in value of $6,325.00 for the 2012 John Deere ProGator 2020A as part of the purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Revels Turf and Tractor, LLC for the purchase of a 2023 John Deere ProGator 2020A for $45,896.97 and to trade in the 2012 John Deere ProGator 2020A for $6,325.00 for a net cost of $39,571.97.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of $39,571.97 from Account No. 650345-651400 (Parking Utility Administration Fund – Heavy Equipment) for the purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. O. 51-23-24

BY CITY PLAN COMMISSION.

OCTOBER 2, 2023.

Your Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; recommends referring the CIP requests to council.

CITY OF SHEBOYGAN
DIRECT REFERRAL R. O. 45-23-24

BY FINANCE DIRECTOR.

SEPTEMBER 26, 2023.

Submitting Capital Improvements Program (CIP) Requests for the years 2024-2028.

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		**Executive**		**Executive**		**Executive**		**Executive**		**Executive**
	REVENUES												
	Property Tax Levy												
	Police	1	$350,000		$318,000		$435,000		$419,000		$500,000		$2,022,000
	Street Improvement and Sidewalks	2	$518,000		$57,200		$0		$0		$0		$575,200
	General Government Projects	3	$1,447,000		$110,000		$0		$60,000		$0		$1,617,000
	Fire	4	$328,677		$42,210		$98,321		$152,695		$53,863		$675,766
	Park, Forest and Open Space Fund	5	$505,000		$150,000		$200,000		$250,000		$250,000		$1,355,000
	Park Impact Fee Fund	7	$100,000		$35,000		$35,000		$0		$0		$170,000
	Vehicle / Land Sales	8	$77,000		$51,000		$97,000		$62,000		$75,000		$362,000
	County / State / Federal Grants	9	$12,241,400		$1,896,800		$2,620,000		$6,180,000		$50,000		$22,988,200
	Other Municipality Contributions (County Sales Tax)	10	$0		$0		$0		$0		$0		$0
	G. O. Borrowed Funds	11	$8,371,020		$19,088,120		$13,301,625		$12,173,955		$10,509,528		$63,444,248
	Other Borrowed Funds	12	$8,800,000		$0		$3,200,000		$3,950,000		$0		$15,950,000
	Donations	13	$0		$0		$0		$0		$0		$0
	User Fees	14	$6,792,780		$3,094,880		$3,318,375		$6,536,045		$28,925,472		$48,667,552
	Special Assessment	15	$0		$0		$0		$0		$0		$0
	Vehicle Registration Fee	16	$0		$0		$0		$0		$0		$0
	Other/CDBG	17	$0		$0		$0		$0		$0		$0
	Fund Balance	18	$7,813,188		$8,819,188		$4,745,688		$2,738,000		$2,191,000		$26,307,064
	TOTAL REVENUE		$47,344,065		$33,662,398		$28,051,009		$32,521,695		$42,554,863		$184,134,030
	EXPENDITURES												
	Cable TV												
2	TriCaster Replacement - Council Chamber		$0	8,18	$30,000		$0		$0		$0		$30,000
3	Outside Broadcast (OB) Truck Replacement		$0		$0	8,18	$50,000		$0		$0		$50,000
	Total - Cable TV		$0		$30,000		$50,000		$0		$0		$80,000

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		Executive		Executive		Executive		Executive		Executive
	Uptown Social												
4	Uptown Social - Gymnasium Construction	3,9	$850,000		$0		$0		$0		$0		$850,000
5	Uptown Social - Phase III Construction		$0		$0	11	$745,000		$0		$0		$745,000
	Total - Uptown Social		$850,000		$0		$745,000		$0		$0		$1,595,000
	Mead Public Library												
6	Exterior Wall Re-Caulking	3	$150,000		$0		$0		$0		$0		$150,000
7	Mead Public Library Roof Replacement		$0	11,18	$1,000,000		$0		$0		$0		$1,000,000
	Total - Mead Public Library		$150,000		$1,000,000		$0		$0		$0		$1,150,000
	Parks & Forestry												
8	Dog Park Fencing	5	$35,000	7	$35,000	7	$35,000		$0		$0		$105,000
9	ADA Infrastructure Improvements - Citywide Program - Parks	11	$250,000		$0	11	$250,000		$0	11	$250,000		$750,000
10	Veterans Park Upgrades	5	$270,000		$0		$0	18	$300,000		$0		$570,000
11	Butzen Sports Complex Development	18	$100,000	18	$100,000	18	$250,000	18	$100,000	18	$200,000		$750,000
12	Urban Forestry Management Plan	5	$200,000	5	$150,000	5	$200,000	5	$150,000	5	$200,000		$900,000
13	Evergreen Park Bike Trails		$0	9	$50,000	9	$50,000		$0	9	$50,000		$150,000
14	Wildwood Softball Reconstruction		$0	11	$225,000		$0		$0		$0		$225,000
15	Park Road Reconstruction		$0	11	$250,000	11	$400,000	11	$75,000		$0		$725,000
16	Stonebrook Crossing Park Development		$0		$0		$0	18	$50,000		$0		$50,000
17	Maywood Environmental Center Building Repairs		$0		$0		$0	5	$100,000	5	$50,000		$150,000
	Total - Parks & Forestry		$855,000		$810,000		$1,185,000		$775,000		$750,000		$4,375,000
	City Buildings												
19	City Buildings - Harbor Centre Marina Master Plan	11	$200,000	11	$3,000,000	11	$3,000,000		$0		$0		$6,200,000
20	City Buildings - Building Maintenance/Improvements	3	$172,000	11	$3,700,000	11	$650,000	11	$5,582,000	11	$550,000		$10,654,000
22	City Buildings - Police Department - Building Maintenance/Improvements	3	$310,000	11	$420,000	11	$300,000	11	$600,000		$0		$1,630,000
24	City Buildings - Placemaking Lighting	3	$300,000		$0	18	$100,000		$0	11	$585,000		$985,000
27	ADA Infrastructure Improvements - Citywide Program - Buildings		$0	11	$250,000		$0	11	$250,000		$0		$500,000
	Total - City Buildings		$982,000		$7,370,000		$4,050,000		$6,432,000		$1,135,000		$19,969,000

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		Executive		Executive		Executive		Executive		Executive
	City Development												
29	Comprehensive Plan and Zoning (General Government)	3	$200,000	3,9	$100,000		$0		$0		$0		$300,000
	Total - City Development		$200,000		$100,000		$0		$0		$0		$300,000
	Police												
31	Marked Vehicles - Sport Utility Vehicles	1,8	$262,000	1,8	$73,000	1,8	$375,000	1,8	$340,000	1,8	$375,000		$1,425,000
32	Portable Radios	1,8	$52,000	1,8	$55,000	1,8	$58,000	1,8	$61,000	1,8	$65,000		$291,000
33	Unmarked Vehicles	1,8	$106,000	1,8	$145,000	1,8	$72,000	1,8	$78,000	1,8	$120,000		$521,000
34	Squad Computers		$0	1	$90,000		$0		$0		$0		$90,000
35	Impound Area Improvements		$0		$0		$0	11	$1,000,000		$0		$1,000,000
	Total - Police		$420,000		$363,000		$505,000		$1,479,000		$560,000		$3,327,000
	Fire & EMS												
36	Ambulance Cot	4	$25,000		$0		$0		$0		$0		$25,000
37	Ambulance	4	$263,477	18	$402,000	8,18	$430,000		$0		$0		$1,095,477
38	Quint Engine	8,18	$1,700,000		$0		$0		$0		$0		$1,700,000
39	Station 3 Construction	11,18	$6,000,000	11,18	$6,000,000		$0		$0		$0		$12,000,000
40	Turnout Gear Replacement	4	$40,200	4	$42,210	4	$44,321	4	$46,537	4	$48,863		$222,131
41	Station 2 Remodel		$0	11	$2,500,000		$0		$0		$0		$2,500,000
42	Cardiac Monitors		$0		$0	8,11	$240,000		$0		$0		$240,000
43	JSM Secure Entry		$0		$0	4	$49,000		$0		$0		$49,000
44	Station 4 Remodel		$0		$0	11	$600,000		$0		$0		$600,000
45	Station Mattress Replacements		$0		$0	4	$5,000	4	$5,000	4	$5,000		$15,000
46	Command Vehicle		$0		$0		$0	4,8	$73,158		$0		$73,158
47	Plymovent Magnetic Strip		$0		$0		$0	11	$40,500		$0		$40,500
48	Rescue Boat		$0		$0		$0	9	$350,000		$0		$350,000
49	Station 1 Gear Racks		$0		$0		$0	4	$30,000		$0		$30,000
50	Station 1 Second Floor Remodel		$0		$0		$0	18	$588,000		$0		$588,000
51	Station 5 Roof and Remodel		$0		$0		$0	11	$325,000		$0		$325,000
52	Command-Cascade Unit		$0		$0		$0		$0	11	$500,000		$500,000
53	Portable Radios		$0		$0		$0		$0	18	$250,000		$250,000
	Total - Fire & EMS		$8,028,677		$8,944,210		$1,368,321		$1,458,195		$803,863		$20,603,266

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		Executive		Executive		Executive		Executive		Executive
	Streets												
55	Engineering Division - Washington Avenue-South Business Drive Signal Upgrades	2,9	$60,000	2,9	$572,000		$0		$0		$0		$632,000
56	Engineering Division - Bridge Maintenance Program	2	$127,000	11	$350,000	11	$1,500,000		$0		$0		$1,977,000
58	Engineering Division - Complete Street Improvements	11,14	$3,900,000	11,14	$4,100,000	11,14	$4,600,000	11,14	$4,050,000	11,14	$7,900,000		$24,550,000
60	Engineering Division - Sidewalk Repair / Replacement Program (Citywide)	14,18	$200,000	14,18	$200,000	14,18	$200,000	14,18	$200,000	14,18	$200,000		$1,000,000
61	Engineering Division - Storm Water Management Plan	11	$250,000	11	$250,000	11	$250,000	11	$250,000	11	$250,000		$1,250,000
62	Engineering Division - Calumet Drive Retaining Wall Repair	11	$500,000		$0		$0		$0		$0		$500,000
63	Engineering Division - Complete Streets Development	2,9	$250,000		$0		$0		$0		$0		$250,000
64	Engineering Division - Geele Pond Improvements	2	$150,000		$0		$0		$0	11	$1,000,000		$1,150,000
65	Engineering Division - North Bluffs Shoreline Stabilization	9	$2,500,000		$0		$0		$0		$0		$2,500,000
66	Engineering Division - South 11th Street Alley Repair	18	$100,000		$0		$0		$0		$0		$100,000
67	Engineering Division - St. Clair Parklet	2,9	$150,000		$0		$0		$0		$0		$150,000
68	Engineering Division - Taylor Drive-Kohler Memorial Drive Signal Updates	9,11	$936,400		$0		$0		$0		$0		$936,400
69	Engineering Division - Benchmark Modernization Program		$0	18	$231,000		$0		$0		$0		$231,000
70	Engineering Division - Taylor Drive-Wilgus Avenue Traffic Signal Upgrades		$0	9,11	$1,400,000		$0		$0		$0		$1,400,000
	Total - Streets		$9,123,400		$7,103,000		$6,550,000		$4,500,000		$9,350,000		$36,626,400
	Traffic Control												
71	Traffic Division - LED Street Lighting Upgrades	3,11	$630,000	3,11	$300,000		$0	3,11	$550,000		$0		$1,480,000
73	Traffic Division - Traffic Control Upgrade - Citywide		$0	11	$65,000		$0		$0		$0		$65,000
	Total - Traffic Control		$630,000		$365,000		$0		$550,000		$0		$1,545,000
	Information Technology												
75	IBMi Retirement - Software Acquisition	18	$30,000		$0		$0		$0		$0		$30,000
76	SINC Redundant Internet Connection		$0	18	$125,000		$0		$0		$0		$125,000
77	Data Center Refresh		$0	18	$50,000		$0	18	$50,000		$0		$100,000
	Total - Information Technology		$30,000		$175,000		$0		$50,000		$0		$255,000
	Motor Vehicle Fund												
79	Motor Vehicle - Vehicle Replacement	18	$1,866,000	18	$1,513,000	18	$1,598,500	18	$1,550,000	18	$1,556,000		$8,083,500
	Total - Motor Vehicle Fund		$1,866,000		$1,513,000		$1,598,500		$1,550,000		$1,556,000		$8,083,500

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		Executive		Executive		Executive		Executive		Executive
	Parking Utility												
82	John Deere Pro Gator XUV	8,18	$50,000		$0		$0		$0		$0		$50,000
83	Riverfront Master Site Plan	2	$60,000		$0		$0		$0		$0		$60,000
84	Pickup Truck (Extended Cab)		$0	8,18	$50,000		$0		$0		$0		$50,000
85	Riverfront Parking Lots		$0		$0	11	$750,000		$0		$0		$750,000
86	One-Ton Dump Truck		$0		$0		$0		$0	8,18	$100,000		$100,000
	Total - Parking Utility		$110,000		$50,000		$750,000		$0		$100,000		$1,010,000
	Development Funds												
88	Gartman Farms Land Acquisition (Affordable Housing)	18	$724,188	18	$724,188	18	$724,188		$0		$0		$2,172,564
89	Gartman/Poth Farms Single Family Housing Development (Affordable Housing)		$0	18	$2,000,000	18	$1,500,000		$0		$0		$3,500,000
90	Commerce Street Reconstruction (TID 17)	12	$3,000,000		$0		$0		$0		$0		$3,000,000
90	Pedestrian Bridge Design Services (TID 17)	18	$250,000	18	$250,000		$0		$0		$0		$500,000
90	Indiana Avenue Trail Project (TID 17)		$0		$0	12	$2,250,000		$0		$0		$2,250,000
90	Indiana Avenue Gateway Entrance Signage (TID 17)		$0		$0		$0	12	$250,000		$0		$250,000
90	Pedestrian Bridge Construction (TID 17)		$0		$0		$0	9,12	$8,000,000		$0		$8,000,000
91	Taylor Drive Extension Construction (TID 18)	12	$3,400,000		$0		$0		$0		$0		$3,400,000
91	Stormwater Pond (TID 18)	12	$1,200,000		$0		$0		$0		$0		$1,200,000
91	Engineered Fill and Compaction (TID 18)	12	$1,200,000		$0		$0		$0		$0		$1,200,000
92	Sheboygan River - West Side Boardwalk Construction (TID 19)		$0		$0		$0	12	$1,000,000		$0		$1,000,000
93	Pennsylvania Avenue Streetscape Improvements (TID 20)		$0		$0	12	$1,500,000		$0		$0		$1,500,000
	Total - Development Funds		$9,774,188		$2,974,188		$5,974,188		$9,250,000		$0		$27,972,564
	Transit												
95	Paratransit Buses		$0	9,11	$290,000		$0		$0		$0		$290,000
96	Fixed Route Revenue Buses		$0		$0	9,11	$2,450,000		$0		$0		$2,450,000
	Total - Transit		$0		$290,000		$2,450,000		$0		$0		$2,740,000

2024 - 2028 Capital Improvement Program List

			2024		2025		2026		2027		2028		Total
			Executive		**Executive**		**Executive**		**Executive**		**Executive**		**Executive**
	Wastewater Utility												
98	Wastewater Division - Aeration Basin Upgrade	14	$580,000		$0		$0		$0		$0		$580,000
99	Wastewater Division - Administrative Building HVAC Upgrade	14	$550,000		$0		$0		$0		$0		$550,000
100	Wastewater Division - Bleach and Bisulfite Bulk Tank Replacement	14	$504,800		$0		$0		$0		$0		$504,800
101	Wastewater Division - Replace 2002 Chevy Pickup	14	$50,000		$0		$0		$0		$0		$50,000
102	Wastewater Division - Grit Removal System Modifications	14	$125,000		$0		$0		$0		$0		$125,000
103	Wastewater Division - Indiana Ave Pump Station Painting	9,14	$100,000		$0		$0		$0		$0		$100,000
104	Wastewater Division - South Lakeshore Interceptor Sewer Rehabilitation	9,14	$11,000,000		$0		$0		$0		$0		$11,000,000
105	Wastewater Division - Laboratory Upgrade	14	$75,000	14	$500,000		$0		$0		$0		$575,000
106	Wastewater Division - North Avenue Generator Set Replacement	14	$40,000	14	$150,000		$0		$0		$0		$190,000
107	Wastewater Division - Mini Storm Sewer Program	14	$50,000	14	$50,000	14	$50,000	14	$50,000	14	$50,000		$250,000
108	Sewer Line Reconstruction / Relining Program	14	$1,000,000	14	$1,000,000	14	$1,000,000	14	$1,000,000	14	$1,000,000		$5,000,000
109	Engineering Division - Sewer Televising and Manhole Inspection	11	$250,000	11	$250,000	11	$250,000	11	$250,000	11	$250,000		$1,250,000
110	Wastewater Division - Aeration Blower Number Four		$0	14	$375,000		$0		$0		$0		$375,000
111	Wastewater Division - Old Digester Area Revitalization Plan		$0	14	$50,000		$0		$0		$0		$50,000
112	Wastewater Division - Ferric Chloride Tank Replacement		$0	14	$150,000		$0		$0		$0		$150,000
113	Wastewater Division - Fine Screen System--Wet Well		$0	14	$50,000		$0		$0	14	$2,000,000		$2,050,000
114	Wastewater Division - Administrative Building Roof Replacement		$0		$0	14	$550,000		$0		$0		$550,000
115	Wastewater Division - Indiana Avenue Lift Station Wet Well Isolation Wall		$0		$0	14	$75,000	9,14	$600,000		$0		$675,000
116	Kentucky Avenue Lift Station Upgrades		$0		$0	9,14	$400,000	9,14	$3,000,000		$0		$3,400,000
117	Wastewater Division - Southside Interceptor		$0		$0	14	$500,000	14	$600,000	14	$25,000,000		$26,100,000
118	Wastewater Division - Replace Influent Building Roof & HVAC		$0		$0		$0	14	$850,000		$0		$850,000
119	Wastewater Division - VFD Installation - Influent Pumps 2, 3 and 4		$0		$0		$0	14	$127,500		$0		$127,500
	Total - Wastewater Utility		$14,324,800		$2,575,000		$2,825,000		$6,477,500		$28,300,000		$54,502,300

CITY OF SHEBOYGAN
R. O. 48-23-24

BY CITY CLERK.

OCTOBER 2, 2023.

Submitting a Petition for Direct Annexation by Unanimous Approval regarding certain lands within the Town of Wilson that are to be annexed to the City of Sheboygan (Tax Parcel Nos: 59030454421, 59030454462, 59030454450, and 59030454460).

Quarles

411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Direct Dial: (414) 277-5133
E-Mail: Noelle.Granitz@quarles.com

September 19, 2023

VIA UPS OVERNIGHT

City of Sheboygan
City Clerk's Office
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081
Attn: Meredith DeBruin, City Clerk

Re: Annexation Petition

Dear Ms. DeBruin:

Enclosed for filing in the City of Sheboygan is a Petition for Direct Annexation by Unanimous Approval regarding certain lands within the Town of Wilson that are to be annexed to the City of Sheboygan Please note that, as required by Wisconsin Statutes §66.0217(2), this petition and the accompanying map have also been filed with the Town of Wilson and a copy will be mailed to the Wisconsin Department of Administration within five (5) days of this letter.

Please let me know if you have questions about the enclosed.

Thank you.

Very truly yours,

QUARLES & BRADY LLP

Noelle A. Granitz

Enclosure

QB\84771241.1

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

TO: The Honorable Common Council of the City of Sheboygan

c/o City Clerk
City Hall
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081

The Boerke Company, Inc. ("Petitioner") hereby respectfully petitions the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, pursuant to §66.0217(2) of the Wisconsin Statutes, for the direct annexation to the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), and the detachment from the Town of Wilson, Sheboygan County, Wisconsin (the "Town"), of the territory described below in Paragraph 6 (the "Territory").

In support of this petition, the Petitioner alleges and represents the following:

1. The Petitioner is the sole owner of all the land within the Territory.

2. There is one (1) elector residing in the Territory, Gary Rammer. Gary Rammer and his legal guardian, Michael Rammer, also join in the execution of this Petition below.

3. The population of the Territory is one (1).

4. The purpose of this petition for direct annexation of the Territory to the City is to obtain the benefits to be derived from owning land located within the limits of the City, including, but not limited to, having Petitioner's property receive municipal services (e.g. water and sewer) within the same municipality. The Petitioner believes it to be in its own best interests and the best interests of the affected communities to have the Territory annexed to the City.

5. The Territory is contiguous to the City.

6. The legal description of the Territory is set forth on the attached Exhibit A.

7. Attached to this Petition as Exhibit B is a scale map which reasonably shows the boundaries of the Territory.

8. Pursuant to §66.0217(8) of the Wisconsin Statutes, Petitioner hereby requests that the Territory be given a temporary zoning classification of Rural Agricultural (RA-35ac) under the City zoning code until such time as a permanent zoning classification for the Territory can be applied for by Petitioner and approved by the City.

10. The filing of this Petition was duly authorized by the undersigned Petitioner.

[*signature pages follow*]

IN WITNESS WHEREOF, the undersigned Petitioner hereby executes this Petition.

THE BOERKE COMPANY, INC.

NG
9/8/23

By: Kevin T Riordan

Print Name: Kevin T Riordan

Title: Manager Partner

SIGNATURE PAGE TO PETITION - PETITIONER

The below identified elector joins in the execution of this Petition in compliance with the requirements of Wis. Stat. §66.0217(2).

Gary A. Rammer

Gary Rammer

Michael M. Rammer

Michael Rammer
Guardian for Gary Rammer P.O.A.

SIGNATURE PAGE TO PETITION - ELECTOR

QB\130289.01293\84455599.1

EXHIBIT A

LEGAL DESCRIPTION OF TERRITORY

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON,
SHEBOYGAN COUNTY, WISCONSIN

Unplatted lands being part of the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Northwest 1/4 of the Southwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northwest 1/4 of the Southeast 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all in Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 322 to 330 as document 2061658 in the Sheboygan County Register of Deeds Office, the West Right of Way line of South Business Drive / C.T.H. "OK", and the existing municipal boundary for the City of Sheboygan, thence North 87°52'52" West along the North line of said Lot 1, the South line of lands described in a warranty deed recorded as document 1813514 in said Register of Deeds Office, and the North line of lands described in a warranty deed recorded as document 2001715 in said Register of Deeds Office, a distance of 2,759.95 feet to the East line of lands described in an award of damages document recorded in Volume 520 of Records on Pages 399 to 400 as document 894860 in said Register of Deeds Office and the East Right of Way line of Interstate "43";
thence Northerly 358.43 feet along said East line of lands described in Volume 520 on Pages 399 to 400, the East Right of Way line of Interstate "43", and the arc of a curve to the left having a radius of 49,330.69 feet and a chord which bears North 01°43'40" West a distance of 358.43 feet to a point of tangency;
thence North 01°56'09" West along said East line of lands described in Volume 520 on Pages 399 to 400, the East line of lands described in a warranty deed recorded in Volume 513 of Records on Pages 236 to 237 as document 892250 in said Register of Deeds Office, and said East Right of Way line of Interstate "43", a distance of 1440.43 feet to the North line of said lands described in document 1813514, the South line of Lot 1 of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on Pages 61 to 62 as document 1477612 in said Register of Deeds Office, and said existing municipal boundary;
thence South 87°50'51" East along said North line of lands described in document 1813514, said South line of Lot 1 of a Certified Survey Map recorded in Volume 14 on Pages 61 to 62, the Southerly terminus of the South Taylor Drive Right of Way, the South lines of Lot 1 and Outlot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 209 to 211 as document 2052767 in said Register of Deeds Office, the South line of Lot 1 of Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 258 to 259 as document

1848155 in said Register of Deeds Office, and said existing municipal boundary, a distance of 3,390.65 feet to said West Right of Way line of South Business Drive / C.T.H. "OK";
thence South 17°51'10" West along said West Right of Way line, a distance of 203.43 feet to the South line of said lands described in document 1813514 and the North line of lands described in a warranty deed recorded as document 1343820 in said Register of Deeds Office;
thence North 83°07'59" West along said South line of lands described in document 1813514 and said North line of lands described in document 1343820, a distance of 152.38 feet to the East line of said lands described in document 1813514 and the Northwest corner of said lands described in document 1343820;
thence South 16°10'08" West along said East line of lands described in document 1813514, the West line of said lands described in document 1343820, and the West line of a Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Pages 86 to 87 as document 1714724 in said Register of Deeds Office, a distance of 566.39 feet to the South line of said lands described in document 1813514 and the Southwest corner of Lot 2 of said Certified Survey Map recorded in Volume 20 on Pages 86 to 87;
thence South 86°18'26" East along said South line of lands described in document 1813514 and the South line of said Lot 2, a distance of 116.47 feet to said West Right of Way line;
thence South 17°45'46" West along said West Right of Way line, a distance of 144.07 feet;
thence South 23°28'24" West along said West Right of Way line, a distance of 100.50 feet;
thence South 17°45'46" West along said West Right of Way line, a distance of 100.00 feet;
thence South 13°36'13" West along said West Right of Way line, a distance of 401.06 feet;
thence South 17°51'59" West along said West Right of Way line, a distance of 347.48 feet;
thence South 17°37'41" West along said West Right of Way line, a distance of 0.53 feet to the South line of said lands recorded in document 1813514, the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, said existing municipal boundary, and the Point of Beginning.

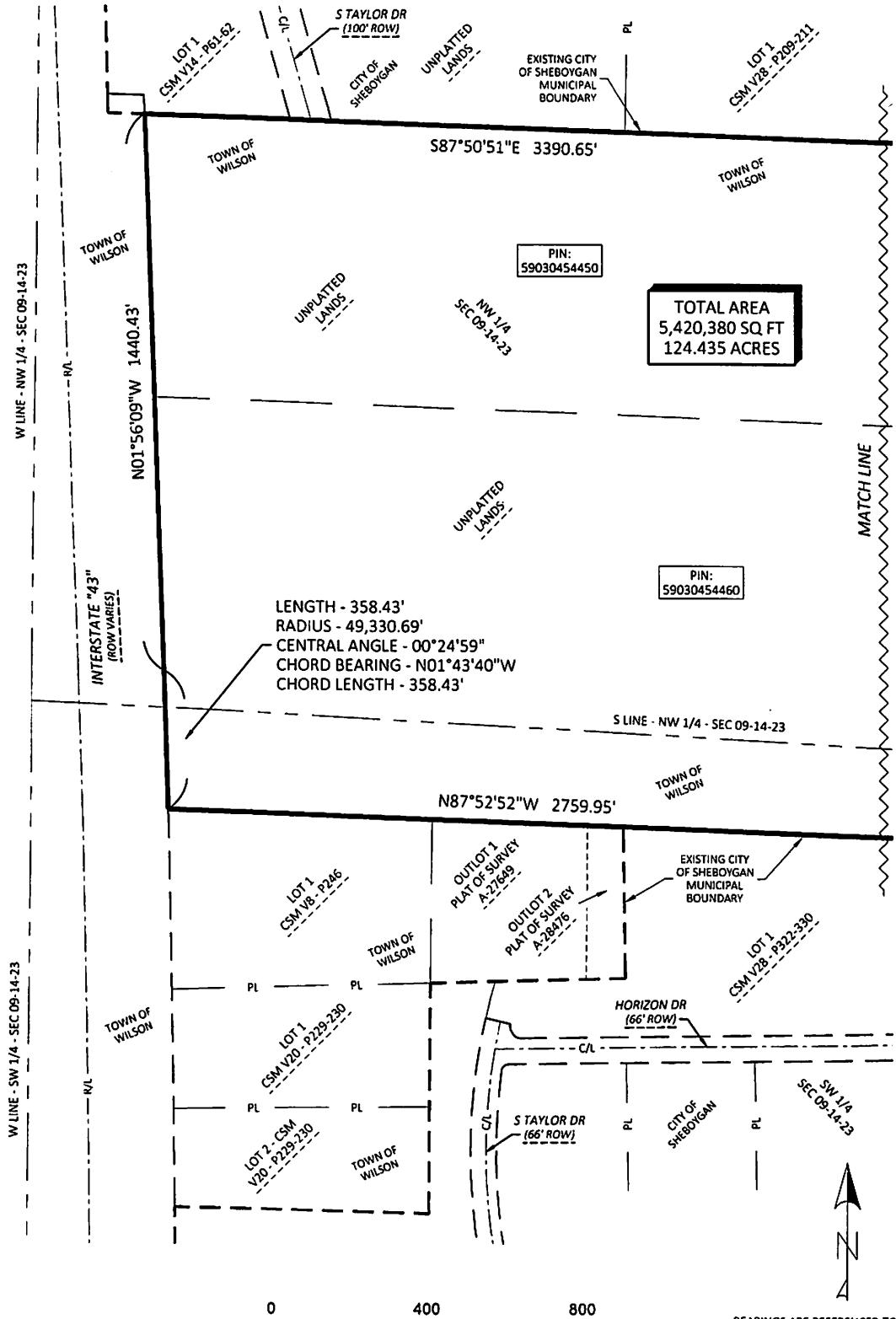
The land described above contains 124.435 acres (5,420,380 square feet) of land, more or less.

Tax Parcel Nos.: **59030454421; 59030454462; 59030454450; and 59030454460**

EXHIBIT B

SCALE MAP OF TERRITORY

(Attached)



PREPARED BY: MICHAEL P. BORN, PLS
REVIEWED BY: TYLER D. HILL, CST
REV: N/A

BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 1 OF CSM VOL 28 - PGS 322-330 RECORDED AS S87°52'52"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

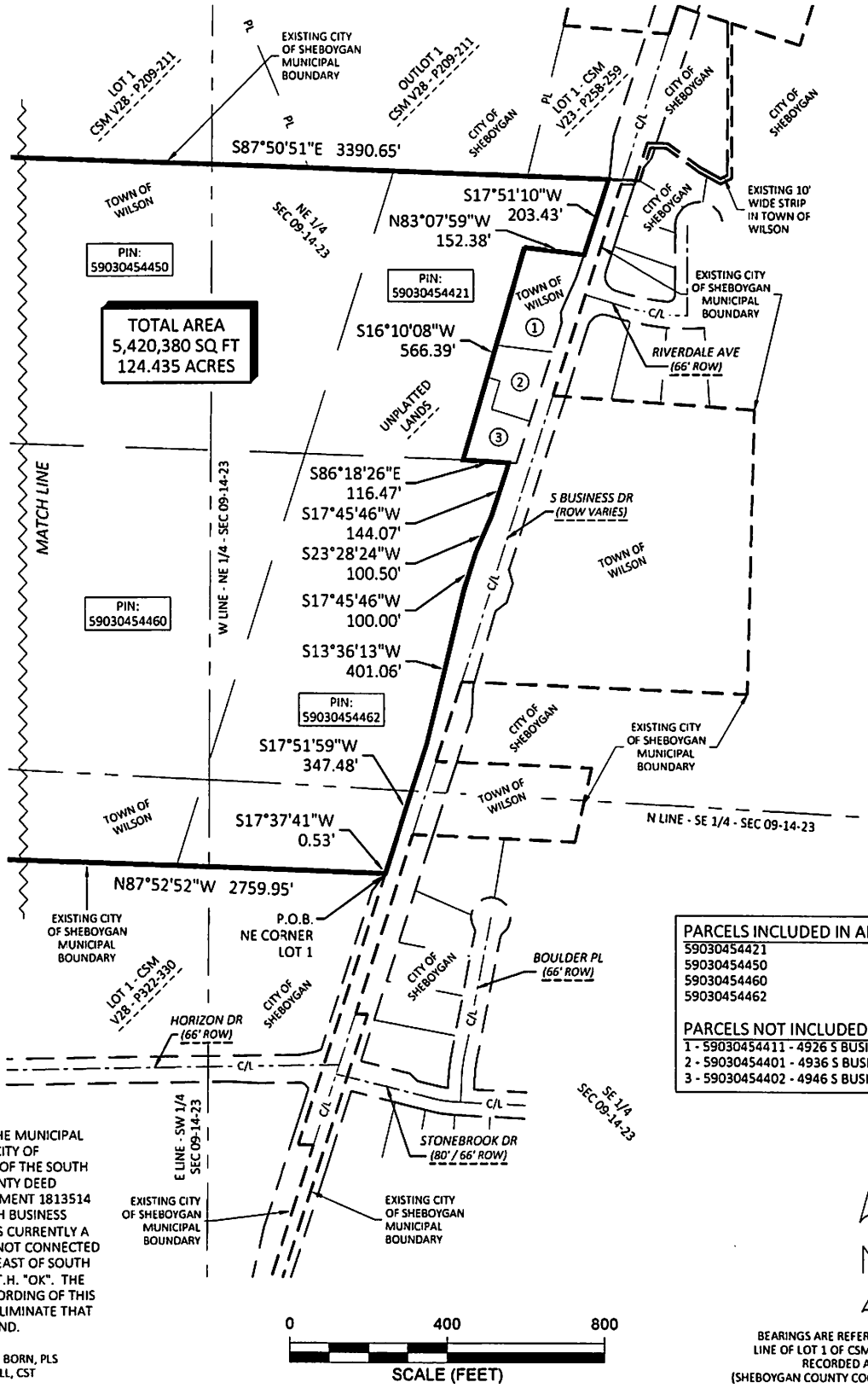
CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A1 - PROPOSED ANNEXATION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4, ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	1 OF 3

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOT DATE - 9/14/2023 PLOTTED BY - Born, Michael



PARCELS INCLUDED IN ANNEXATION
59030454421
59030454450
59030454460
59030454462

PARCELS NOT INCLUDED IN ANNEXATION
1 - 59030454411 - 4926 S BUSINESS DR
2 - 59030454401 - 4936 S BUSINESS DR
3 - 59030454402 - 4946 S BUSINESS DR

NOTE:
THE AREA WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF SHEBOYGAN SOUTH OF THE SOUTH LINE OF THE WARRANTY DEED RECORDED AS DOCUMENT 1813514 AND WEST OF SOUTH BUSINESS DRIVE / C.T.H. "OK" IS CURRENTLY A CITY ISLAND AND IS NOT CONNECTED TO THE CITY LANDS EAST OF SOUTH BUSINESS DRIVE / C.T.H. "OK". THE APPROVAL AND RECORDING OF THIS ANNEXATION WILL ELIMINATE THAT AREA BEING AN ISLAND.

PREPARED BY: MICHAEL P. BORN, PLS
REVIEWED BY: TYLER D. HILL, CST
REV: N/A

BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 1 OF CSM VOL 28 - PGS 322-330 RECORDED AS S87°52'52"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A2 - PROPOSED ANNEXATION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4, ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	2 OF 3

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOT DATE - 9/14/2023 PLOTTED BY - Born, Michael

PROPOSED ANNEXATION LEGAL DESCRIPTION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Unplatted lands being part of the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Northwest 1/4 of the Southwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northwest 1/4 of the Southeast 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all in Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 322 to 330 as document 2061658 in the Sheboygan County Register of Deeds Office, the West Right of Way line of South Business Drive / C.T.H. "OK", and the existing municipal boundary for the City of Sheboygan, thence North 87°52'52" West along the North line of said Lot 1, the South line of lands described in a warranty deed recorded as document 1813514 in said Register of Deeds Office, and the North line of lands described in a warranty deed recorded as document 2001715 in said Register of Deeds Office, a distance of 2,759.95 feet to the East line of lands described in an award of damages document recorded in Volume 520 of Records on Pages 399 to 400 as document 894860 in said Register of Deeds Office and the East Right of Way line of Interstate "43";
thence Northerly 358.43 feet along said East line of lands described in Volume 520 on Pages 399 to 400, the East Right of Way line of Interstate "43", and the arc of a curve to the left having a radius of 49,330.69 feet and a chord which bears North 01°43'40" West a distance of 358.43 feet to a point of tangency;
thence North 01°56'09" West along said East line of lands described in Volume 520 on Pages 399 to 400, the East line of lands described in a warranty deed recorded in Volume 513 of Records on Pages 236 to 237 as document 892250 in said Register of Deeds Office, and said East Right of Way line of Interstate "43", a distance of 1440.43 feet to the North line of said lands described in document 1813514, the South line of Lot 1 of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on Pages 61 to 62 as document 1477612 in said Register of Deeds Office, and said existing municipal boundary;
thence South 87°50'51" East along said North line of lands described in document 1813514, said South line of Lot 1 of a Certified Survey Map recorded in Volume 14 on Pages 61 to 62, the Southerly terminus of the South Taylor Drive Right of Way, the South lines of Lot 1 and Outlot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 209 to 211 as document 2052767 in said Register of Deeds Office, the South line of Lot 1 of Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 258 to 259 as document 1848155 in said Register of Deeds Office, and said existing municipal boundary, a distance of 3,390.65 feet to said West Right of Way line of South Business Drive / C.T.H. "OK";
thence South 17°51'10" West along said West Right of Way line, a distance of 203.43 feet to the South line of said lands described in document 1813514 and the North line of lands described in a warranty deed recorded as document 1343820 in said Register of Deeds Office;
thence North 83°07'59" West along said South line of lands described in document 1813514 and said North line of lands described in document 1343820, a distance of 152.38 feet to the East line of said lands described in document 1813514 and the Northwest corner of said lands described in document 1343820;
thence South 16°10'08" West along said East line of lands described in document 1813514, the West line of said lands described in document 1343820, and the West line of a Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Pages 86 to 87 as document 1714724 in said Register of Deeds Office, a distance of 566.39 feet to the South line of said lands described in document 1813514 and the Southwest corner of Lot 2 of said Certified Survey Map recorded in Volume 20 on Pages 86 to 87;
thence South 86°18'26" East along said South line of lands described in document 1813514 and the South line of said Lot 2, a distance of 116.47 feet to said West Right of Way line;
thence South 17°45'46" West along said West Right of Way line, a distance of 144.07 feet;
thence South 23°28'24" West along said West Right of Way line, a distance of 100.50 feet;
thence South 17°45'46" West along said West Right of Way line, a distance of 100.00 feet;
thence South 13°36'13" West along said West Right of Way line, a distance of 401.06 feet;
thence South 17°51'59" West along said West Right of Way line, a distance of 347.48 feet;
thence South 17°37'41" West along said West Right of Way line, a distance of 0.53 feet to the South line of said lands recorded in document 1813514, the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, said existing municipal boundary, and the Point of Beginning.

The land described above contains 124.435 acres (5,420,380 square feet) of land, more or less.

End of description.

PREPARED BY: MICHAEL P. BORN, PLS REVIEWED BY: TYLER D. HILL, CST

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT B - PROPOSED ANNEXATION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	3 OF 3

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOT DATE - 9/14/2023 PLOTTED BY - Born, Michael

CITY OF SHEBOYGAN
R. O. 47-23-24

BY CITY CLERK.

OCTOBER 2, 2023.

Submitting a claim from Society Insurance for alleged damages to Limelight Pub.

SEP 2 6 2023

Item 19.

DATE RECEIVED 9-26-23 RECEIVED BY MRC

CLAIM NO. # 10-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Society Insurance Claim # P4075898
2. Home address of Claimant: Society Insurance A/S/O Lime Light Pub
3. Home phone number: 920-933-5850
4. Business address and phone number of Claimant: 150 Camelot Dr. Fond du Lac WI 920-933-5850
5. When did damage or injury occur? (date, time of day) 6/23/23
6. Where did damage or injury occur? (give full description) 1702 S 17th St, Sheboygan WI 53081
7. How did damage or injury occur? (give full description) City was cutting Trees. Tree. Fell down & onto the roof of Lime Light Pub. Damage to roof
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

   (b) Claimant's statement of the basis of such liability: City workers had a duty to safely cut and dispose of the trees without causing damage to property. This duty was failed when tree fell & Damaged roof
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: —

   (b) Claimant's statement of basis for such liability: —

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

Damage to Roof covering, Shingles + Rubber.
Damage to Siding

11. Name and address of any other person injured: —

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

Auto:	$
Property:	$ 15,200
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 15,200

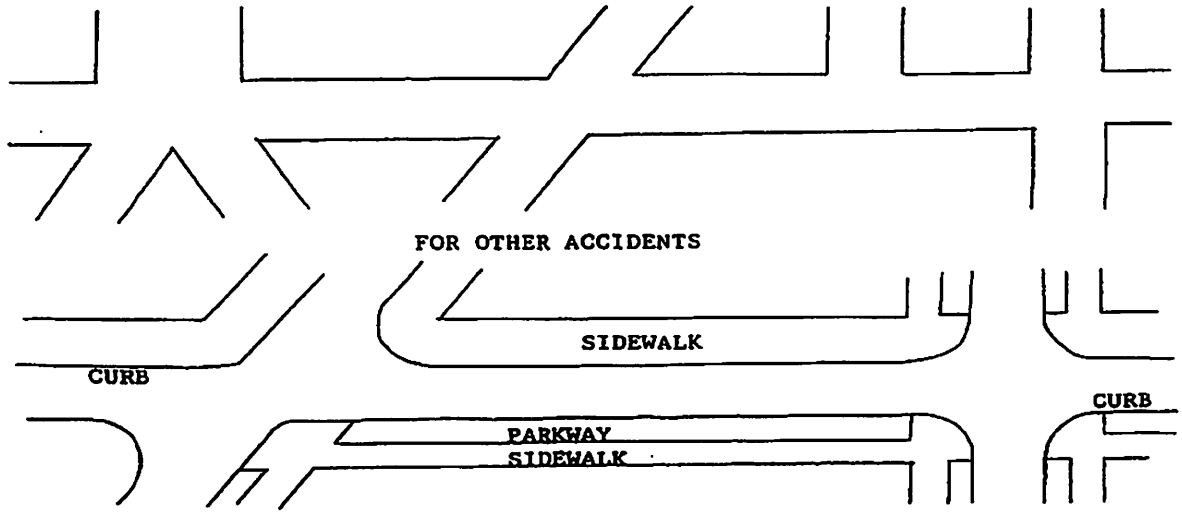
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Society Insurance

Claimant's Address: 150 Camelot Drive
Fond du Lac WI 54935

Claimant's Phone No. 920-933-5850

Auto	$
Property	$ 15,200
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 15,200

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 15,200 .

SIGNED Duane Hart DATE: 9/19/23

ADDRESS:

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

CITY OF SHEBOYGAN
R. O. 50-23-24

BY CITY CLERK.

OCTOBER 2, 2023.

Submitting a Summons and Complaint in the matter of BMO Harris Bank, N.A. vs. Jessica J. Jacoby et al.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

BMO Harris Bank N.A.
Attn: Mortgage Disposition
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047

Plaintiff,

v.

Jessica J. Jacoby f/k/a Jessica J. Grohman
1132 Logan Avenue
Sheboygan, WI 53083

Partners for Community Development, Inc.
c/o Karin Kirchmeier- Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

City of Sheboygan
c/o City Clerk
828 Center Avenue, Ste. 208
Sheboygan, WI 53081

Sheboygan County Clerk of the Circuit Court
615 N. 6th Street
Sheboygan, WI 53081

Defendants.

SUMMONS

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse 615 N 6th St, Sheboygan, WI 53081-4692, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated: September 11, 2023.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily E. Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303

Andrew Mentzer
WI State Bar No. 1121261
Jordan Arrigo
WI State Bar No. 1119740
Josh Rittberg
WI State Bar No. 1052139

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(414) 775-7700
pleadings@il.cslegal.com
50-23-01024
NOTE: This law firm is a debt collector.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

BMO Harris Bank N.A.
Attn: Mortgage Disposition
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047

Plaintiff,

v.

Jessica J. Jacoby f/k/a Jessica J. Grohman
1132 Logan Avenue
Sheboygan, WI 53083

Partners for Community Development, Inc.
c/o Karin Kirchmeier- Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

City of Sheboygan
c/o City Clerk
828 Center Avenue, Ste. 208
Sheboygan, WI 53081

Sheboygan County Clerk of the Circuit Court
615 N. 6th Street
Sheboygan, WI 53081

Defendants.

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a National Association and is engaged in the lending business with offices at the address stated in the captions of these pleadings.

2. Jessica J. Jacoby f/k/a Jessica J. Grohman ("Mortgagor") is an adult whose last-known address is the address stated in the captions of these pleadings.

3. Mortgagor executed and delivered a Note and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

4. The Mortgage was recorded in the office of the Register of Deeds on 02/13/2007 as Document Number 1819448.

5. M&I Marshall & Ilsley Bank merged with Harris National Association, and Harris National Association changed its corporate title to BMO Harris National Association effective 07/05/2011.

6. Plaintiff is owed the sum of $43,973.56 as of 09/07/2023, plus any amount as allowed by the Note and Mortgage additionally paid by the Plaintiff and accrued interest to the date of entry of any judgment.

7. The property secured by the Mortgage has a common address of 1132 Logan Ave, Sheboygan, WI 53083 and is further described in the Mortgage document as recorded.

8. The Mortgagor defaulted on the Note and Mortgage by failing to make payment when due.

9. The Mortgagor defaulted by failing to comply with the terms of the Note and Mortgage.

10. Plaintiff is the holder of the Note and Mortgage, together with all rights thereunder.

11. Plaintiff has fulfilled all conditions precedent under the Note and Mortgage and has declared the unpaid balance immediately payable.

12. The mortgaged property is a one- to 4-family residence on real estate of 20 acres or less; said premises cannot be sold in parcels without injury to the interests of the parties.

13. The party or parties listed below may claim an interest in the property that is the subject of this action, and any such interest, whether identified or otherwise, is junior and subject to the plaintiff's mortgage:

Partners for Community Development, Inc. by virtue of an Affidavit of Interest in Property executed by Jessica J. Grohman dated January 24, 2007 and recorded February 13, 2007 in the Office of the Recorder of Deeds of Sheboygan County, Wisconsin as Document No. 1819450 in the amount of $1,500.00.

Partners for Community Development, Inc. by virtue of an Affidavit of Interest in Property executed by Jessica J. Grohman dated January 24, 2007 and recorded February 13, 2007 in the Office of the Recorder of Deeds of Sheboygan County, Wisconsin as Document No. 1819451 in the amount of $500.00.

Partners for Community Development, Inc. by virtue of an Affidavit of Interest in Property executed by Jessica J. Grohman dated March 21, 2007 and recorded March 22, 2007 in the Office of the Recorder of Deeds of Sheboygan County, Wisconsin as Document No. 1822378 in the amount of $1,957.64.

City of Sheboygan, by virtue of a Mortgage executed by Jessica Jacoby, dated September 3, 2021, and Recorded/registered on October 14, 2021 in the office of the Recorder/Registrar of Deeds of Sheboygan County, Wisconsin, as Document No. 2124593, to secure a note in the principal sum of $23,870.00;

Judgment docketed in the Circuit Court for Sheboygan County on 06/08/2023 as Case No. 2022FA000345, in favor of Sheboygan County Clerk of Circuit Court vs. Jessica J. Jacoby 1132 Logan Avenue Sheboygan, WI 53083, in the amount of $35.00.

14. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due

to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that each Mortgagor, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.101, or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Wis. Stat. § 846.103(2);

(2) If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

(3) Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

(4) Entry of a judgment of foreclosure and sale foreclosing the rights of each defendant so as to bar and foreclose each of them from all right, title, and interest in and to the mortgaged premises, except the right to apply for surplus in accordance with Wisconsin Statutes;

(5) Any other relief as may be just and equitable to the plaintiff.

Dated: September 11, 2023.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily E. Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303

Andrew Mentzer
WI State Bar No. 1121261
Jordan Arrigo
WI State Bar No. 1119740
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15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(414) 775-7700
pleadings@il.cslegal.com
50-23-01024
NOTE: This law firm is a debt collector.

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 09, 2007 [Date] | Sheboygan [City] | Wisconsin [State]

1132 Logan Ave, Sheboygan, WI 53083

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 70,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is M&I Marshall & Ilsley Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on 04/01/2007 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on March 01, 2037 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 770 N Water Street Milwaukee, WI 53202

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 456.62 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

[redacted] Grohman, J

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2012 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 750/1000 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 4.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

[redacted]

Grohman, J

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15.000 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as

[redacted]

Grohman, J

this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jessica J Grohman (Seal) -Borrower
Jessica J Grohman

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

[redacted]

Grohman, J

1819448

Item 20.

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
02/13/2007 04:11PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 09, 2007 , together with all Riders to this document.
(B) "Borrower" is Jessica J Grohman, a single person

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is M&I Marshall & Ilsley Bank

Lender is a Corporation
organized and existing under the laws of the State of Wisconsin

[redacted]

Grohman, J

Lender's address is 770 N Water Street
Milwaukee, WI 53202
Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated February 09, 2007
The Note states that Borrower owes Lender Seventy Thousand Four Hundred and 0/100ths Dollars
(U.S. $70,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 01, 2037
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sheboygan :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

East Thirty-one feet (E31') of Lot Thirteen (13), Block Two (2), Krez & Detlings Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

This is a Homestead Property This is a Purchase Money Mortgage

which currently has the address of 1132 Logan Ave

[Street]

Sheboygan [City], Wisconsin 53083-0000 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

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Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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Initials: Grohman, J

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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Initials: Grohman, J

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

[redacted]

Initials: Grohman, J

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ Jessica J Grohman (Seal)
Jessica J Grohman -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

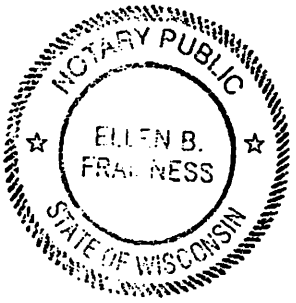
_____ (Seal) _____ (Seal)
-Borrower -Borrower

[redacted]

STATE OF Wisconsin, Sheboygan County ss:

The foregoing instrument was acknowledged before me this February 09, 2007 by Jessica J Grohman .

My Commission Expires: 6-22-08



Ellen B. Framness

Notary Public, State of Wisconsin
Ellen B. Framness

This instrument was prepared by
Lorann J. Ten Haken

Vice President
M&I Bank FSB

[redacted]

Grohman, J

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9th day of February, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to M&I Marshall & Ilsley Bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1132 Logan Ave, Sheboygan, WI 53083
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2012, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

[redacted] Grohman, J

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 750/1000 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.750 % or less than 4.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

[redacted]

Grohman, J

Initials:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Jessica J Grohman (Seal) -Borrower

_____ (Seal) -Borrower

Jessica J Grohman

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[redacted]

Grohman, J

FILED
09-11-2023
Sheboygan County
Clerk of Circuit Court
2023CV000477
Honorable Natasha Torry
Branch 2

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

BMO Harris Bank, N.A. vs. Jessica J. Jacoby et al

Electronic Filing Notice

Case No. 2023CV000477
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVE., #208
C/O CITY CLERK
SHEBOYGAN WI 53081

Case number 2023CV000477 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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

Pro Se opt-in code: b35e1b

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

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

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

Sheboygan County Circuit Court
Date: September 12, 2023

CITY OF SHEBOYGAN
R. O. 54-23-24

BY CITY CLERK.

OCTOBER 2, 2023.

Submitting a license application.

PERMANENT CHANGE OF PREMISE

No.	Name	Address
3448	Sheboygan Axe Bar LLC	1133 Indiana Avenue – to include the first floor; North and South of dividing wall. Second floor; South of dividing wall (Axe Bar) North of dividing wall as a means to access the first floor via the stairs.

CITY OF SHEBOYGAN
RESOLUTION 68-23-24

BY ALDERPERSONS DEKKER AND SALAZAR.

OCTOBER 2, 2023.

A RESOLUTION authorizing the appropriate City officials to execute the Employee Leasing Agreement between the City of Sheboygan and GOVTEMPSUSA, LLC with regard to procuring the services of Interim HR Director Kelly Hendee.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the effective date of the Employee Leasing Agreement was September 21, 2023.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Employee Leasing Agreement between the City of Sheboygan and GOVTEMPSUSA, LLC, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Exhibit 1

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **CITY OF SHEBOYGAN** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance,

order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

(h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(a) of this Agreement, the Client will:

- comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Clients workplace(s) where the Assigned Employee will perform services;
- implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;
- provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;

- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding social/spatial distancing in the workplace(s) where the Assigned Employee will perform services; and

- comply with any current or future state, federal, or local proclamation or regulations regarding a public health emergency which regulate workplace shutdowns and/or remote work protocols.

SECTION 3
FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4
INSURANCE

Section 4.01. General, Professional Liability And Automobile Liability. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive General Liability insurance policy with minimum coverage in the amount of $5,000,000 per occurrence. If at any point during the term of this agreement the Client's Comprehensive General Liability insurance policy does not cover automobile liability, the Client agrees to promptly obtain automobile liability insurance to cover the Assigned Employee's usage of a vehicle as part of their performance of the Assigned Employee's duties.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take

steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. GovTemps hereby agrees to exercise reasonable care, and at least the same degree of care as GovTemps would exercise to safeguard its own confidential property, in safeguarding the confidentiality of Client's data and information to which it may become privy in performance of this Agreement.

The parties understand that Client is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law and all other laws applicable to municipalities in the State of Wisconsin. The Wisconsin Public Records Law limits the extent to which the Municipality may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law), and provides that some records in the possession of GovTemps qualify as a public record.In the event that Client receives a public records request or a similar request—such as a subpoena—for a record related to this Agreement, Client agrees to promptly email GovTemps at mearl@govhrusa.com.

GovTemps may provide guidance to Client as to whether, in its opinion, requested information constitutes a trade secret or is otherwise protected from disclosure. Any such guidance shall be provided to Client within three (3) business days from Client's email, time being of the essence, so that Client has time to comply with its obligations to respond to the public records request. If no guidance is received by Client within three (3) business days of Client's email, GovTemps shall be deemed to have waived any assertion that the information in question is a trade secret or is otherwise protected from disclosure.

Client agrees to consider any guidance provided by GovTemps in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If the Client follows the guidance provided by GovTemps , GovTemps agrees to indemnify, defend, and hold the Client harmless from any liability of any kind whatsoever that may result from the Client following the guidance provided by GovTemps.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, GovTemps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of GovTemps.

Section 8.13. Non-Appropriation Clause. If funds for the continued fulfillment of this Agreement by the Client are, at any time, not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty, but do agree to pay GovTemps for any outstanding payments already billed and for services rendered but not yet billed.

SECTION 9
DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Sheboygan County, Wisconsin. Venue and jurisdiction for any action under this Agreement is Sheboygan County, Wisconsin. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10
NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road Suite 225 Northbrook, Illinois 60062 Attention: Michael J. Earl Telephone: 224-261-8366 Electronic Mail: mearl@govhrusa.com
If to the Client:	CITY OF SHEBOYGAN 828 Center Drive – Suite 110 Sheboygan, WI 53081 Telephone: XXX Electronic Mail: XXX

[***Signatures on following page***]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By Joellen Cademartori
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: September 21, 2023

CLIENT

By _____
Name: _____
Title: _____

[Signature Page to Employee Leasing Agreement]

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Kelly Hendee

POSITION/ASSIGNMENT: Temp HR Assistant

TERM OF POSITION: September 21, 2023 – December 22, 2023

Unless either party provides two weeks advance written notice, the agreement will automatically be extended on a bi-weekly basis.

Either party may terminate the agreement by providing fourteen (14) days advance written notice.

BASE COMPENSATION: $98/hour. Hours worked and work schedule will vary but it is anticipated the employee will average between 10-30 hours/week. In the event of work in excess of 40 hours/week, the overtime rate is $147/hour. Employee will be paid only for hours worked. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.

GOVTEMPSUSA, LLC:	**CLIENT:**
By:_____	By:_____
Date:_____	Date:_____

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

LODGING: The Client shall be responsible for coordinating, reserving and paying for lodging for the employee as needed during the term of the position.

TRAVEL REIMBURSEMENT: The Client agrees to directly reimburse employee for travel expenses related to trips from employee's residence to the place of work. If reimbursement is via vehicle, the rate per mile shall be equal to the current IRS reimbursement rate then in effect.

CITY OF SHEBOYGAN
RESOLUTION 72-23-24

BY ALDERPERSONS DEKKER AND SALAZAR.

OCTOBER 2, 2023.

A RESOLUTION authorizing the purchasing agent to place bids on the Wisconsin Surplus Auction website and to complete the purchase of one or two rear-load refuse trucks for the Department of Public Works.

WHEREAS, included within the 2023 Capital Improvements budget was an allocation of $180,000 for the purchase of two pre-owned rear-load refuse trucks to replace two of the department's trucks that are no longer dependable due to age; and

WHEREAS, staff has not been able to locate two suitable vehicles for purchase but has recently identified two that are listed for sale by Adams County, Wisconsin, on the Wisconsin Surplus Auction website, which is a site used by Wisconsin governmental units for the sale of surplus property; and

WHEREAS, the auction in question is scheduled to end on October 10, 2023, thereby necessitating a suspension of the rules to allow for immediate adoption; and

WHEREAS, the Department of Public Works intends to send mechanics to Adams County to perform a physical inspection of the vehicles on Tuesday October 2, 2023.

NOW, THEREFORE, BE IT RESOLVED: That the Department of Public Works is authorized to inspect the two rear-load refuse trucks currently listed for sale on the Wisconsin Surplus Auction website and, if both of the vehicles meet the department's specifications, the Purchasing Agent is authorized to place bids on behalf of the City of Sheboygan up to $180,000.

BE IT FURTHER RESOLVED: That if only one of the vehicles meets the department's specifications, the purchasing agent is authorized to place bids on behalf of the City of Sheboygan at a price marginally greater than fifty percent of $180,000 at the discretion of the Director of Public Works.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in an amount up to $180,000.00 from Account No. 730399-651400 (Motor Vehicle Fund - Motor Vehicle Heavy Equipment) for the purchase of up to two heavy duty rear-load refuse trucks contingent upon a satisfactory physical inspection and the ability to purchase them at auction at or below the allocated budget allotment.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Lot - 84847

2020 Peterbilt 337 Rear Load Refuse Truck

SKU# : 427531

- **Details:** VIN: 2NP2HJ7X9LM674920 -- Miles: 62,727 -- Hours: 3,253 -- Transmission: Automatic -- Engine: Paccar PX 9 Diesel -- GVWR: 33,000# -- Equipment: New Way Cobra 20 Cubic Yard Body, Cart Tipper, Kicker Bar, Reeving Cylinder
- **Provided Condition:** Overall Condition: Good, Exterior Condition: Good, Interior Condition: Good, Engine Condition: Good, Tires at 90%
- **Seller Inventory #:** 323
- **Seller:** 139931-Adams County Solid Waste - 1420 WI-21, Friendship, WI 53934 - Eric Joslin at 608-403-6409, 608-339-9178 Ext: 1 or eric.joslin@co.adams.wi.us - Please contact with questions and to schedule inspections or pickups - **Appointments are required**, no walk-ins. Mon.- Fri. 6am to 4pm
- Click on lot number for more details & bigger pictures

Current Bid : 12,100.00

Refresh

Bid Now 12,200.00

13 d : 20 h : 33 m : 35 s

Lot - 84846

2019 Peterbilt 337 Rear Load Refuse Truck

SKU# : 427532

- **Details:** VIN: 2NP2HJ7X8KM273986 -- Miles: 115,661 -- Hours: 7,216 -- Transmission: Automatic -- Engine: Paccar PX 9 Diesel -- GVWR: 33,000# -- Equipment: New Way Cobra 20 Cubic Yard Body, Cart Tipper, Kicker Bar, Reeving Cylinder
- **Provided Condition:** Overall Condition: Good, Exterior Condition: Good, Interior Condition: Good, Engine Condition: Good, Tires at 50%, Holes in driver seat, Interested people are encouraged to inspect
- **Seller Inventory #:** 312
- **Seller:** 139931-Adams County Solid Waste - 1420 WI-21, Friendship, WI 53934 - Eric Joslin at 608-403-6409, 608-339-9178 Ext: 1 or eric.joslin@co.adams.wi.us - Please contact with questions and to schedule inspections or pickups - **Appointments are required**, no walk-ins. Mon.- Fri. 6am to 4pm
- Click on lot number for more details & bigger pictures

Current Bid : 12,100.00

Refresh

Bid Now 12,200.00

CITY OF SHEBOYGAN
RESOLUTION 63-23-24

BY ALDERPERSONS SALAZAR AND FELDE.

OCTOBER 2, 2023.

A RESOLUTION establishing polling locations for the City of Sheboygan beginning in 2024.

WHEREAS, pursuant to § 5.25(3) of the Wisconsin Statutes, polling places shall be established at least 30 days prior to the first election in which the wards and districts set forth are effective; and

WHEREAS, it is discouraged to move polling locations except when different buildings will better serve the needs of the voters; and

WHEREAS, Uptown Social (a City owned building) is now open to the public and would best serve the needs of voters in Wards 5 and 6; and

WHEREAS, the Evangelical Free Church has recently expanded in size and would best serve the needs of voters in Ward 2, in addition to those wards currently served at this location.

NOW, THEREFORE, BE IT RESOLVED: That the voting polls and designated wards (described in Res. No. 73-21-22) shall be as follows:

First Congregational Church – 310 Bluff Avenue
Wards 3, 4

Evangelical Free Church – 1710 N. 15th Street
Wards 1, 2, 7, 8

Uptown Social – 1817 N. 8th Street
Wards 5, 6

Mead Public Library – 710 N. 8th Street
Wards 13, 14

First United Lutheran Church – 2401 Kohler Memorial Drive
Wards 9, 10, 21, 22

Kiwanis Fieldhouse – 726 Kiwanis Park Drive
Ward 11

Good Shepherd Lutheran Church – 1614 S. 23rd Street
Wards 12, 15, 17, 23

Bethany Reformed Church – 1315 Washington Avenue
Wards 16, 18

Christ Lutheran Church – 3816 S. 12th Street
Wards 19, 20

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 64-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

OCTOBER 2, 2023.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2024 coverage and establishing the monthly premium equivalent rates effective for January 2024 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2024 are hereby adopted:

1) For calendar year 2024 there will be no changes to the City of Sheboygan's monthly premium rates. Those rates, as adopted for the past two years, are hereby adopted for 2024:

a) 2024 Health Insurance Monthly Premium Rates

i) The monthly premium for health insurance in 2024 shall be as follows:

Coverage	
Single	$ 914.90
Employee with spouse	$1,740.56
Employee with children	$1,577.78
Family	$2,405.16

ii) The monthly employee premium equivalent rates for full-time employees who participate in the annual physical exam shall be:

Coverage	
Single	$ 80.04
Employee with spouse	$ 152.30
Employee with children	$ 138.06
Family	$ 210.44

iii) The monthly employee premium equivalent rates for full-time employees who do not participate in the annual physical exam shall be:

Coverage	
Single	$ 137.24
Employee with spouse	$ 261.08
Employee with children	$ 236.67
Family	$ 360.77

iv) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage	
Single	$ 457.44
Employee with spouse	$ 870.22
Employee with children	$ 788.88
Family	$1,202.58

2) New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection i) above for the 2024 plan year (and the associated rates for the 2024 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

3) In 2024, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the plan as of January 1, 2024. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total $750 for those with single coverage and $1,500 for those of employee plus spouse, employee plus child(ren), and full family coverage. Additionally:

a) Employees who are on the Plan on January 1, 2024 shall have their HSA funded in January 2024.

b) No contributions will be made for those new to the plan on or after January 1, 2024.

c) HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.

d) Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.

e) Employees/retirees who elect the family plan, employee plus child(ren) plan, and employee plus spouse plan remain eligible for the applicable HSA contribution, even if their dependent is on a government issued plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.

4) Effective for plan year 2024, the City will no longer charge employees a spousal surcharge.

5) Eligible full-time employees (for plan year 2024 "full-time employees" are employees who work 30 or more hours per week) who waive or drop coverage will be eligible for an opt-out incentive, with a maximum yearly benefit of $1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

6) In all cases, employees are eligible for either the opt-out incentive or the HSA contribution as of the employee's January 1 election; not both.

7) Effective January 1, 2024, all qualified employees will have a Dental Benefit Plan available. Effective for January 2024 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

a) <u>2024 Dental Insurance Monthly Premium Rates</u>

i) The monthly premium for dental insurance in 2024 shall be as follows:

Coverage	
Single	$ 47.52
Employee with spouse	$ 95.88
Employee with children	$ 107.14
Family	$ 157.42

ii) The monthly employee premium equivalent rates for full-time employees shall be:

Coverage	
Single	$ 7.14
Employee with spouse	$ 14.38
Employee with children	$ 16.08
Family	$ 23.62

iii) The monthly employee premium equivalent rates for part-time employees shall be:

Coverage	
Single	$ 23.76
Employee with spouse	$ 47.94
Employee with children	$ 53.57
Family	$ 78.71

9) Effective for January 2024 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

Coverage	
Single	$ 914.90
Employee with spouse	$1,740.56
Employee with children	$1,577.78
Family	$2,405.16

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 65-23-24

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 2, 2023.

A RESOLUTION authorizing the appropriate City officials to file an application with the United States Department of Transportation for a RAISE grant to construct a bicycle and pedestrian bridge connecting South Pier with the Riverfront; to execute documents necessary to accept grant funds; and designating $1,335,483.00 of local matching as required by the program.

WHEREAS, the US DOT via the Federal Highway Administration administers the Rebuilding American Infrastructure with Sustainability and Equity Program ("RAISE"), which provides federal funds for eligible projects that will have a significant local or regional impact and will improve transportation infrastructure; and

WHEREAS, to be eligible for a RAISE grant, the City must commit to contributing $1,335,483.00 to the project, and to other terms and conditions as set forth in the attached "General Terms and Conditions" document; and

WHEREAS, if approved, the City will receive up to $5,341,931.00 for the design and installation of the bridge; and

WHEREAS, the City desires to apply for the RAISE grant to supplement local investment for a pedestrian and bicyclist bridge connecting South Pier with the Riverfront district; and

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to apply for the RAISE grant for financial assistance to the pedestrian-bicycle bridge project and shall develop all necessary documents and internal controls to ensure compliance with the terms and conditions applicable to RAISE grant recipients.

BE IT FURTHER RESOLVED: That the Common Council hereby directs the Finance Director to designate $1,335,483.00 of funds for the local match required by the program.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

JUNE 23, 2023

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2023 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
e. Section 106 of the National Historic Preservation Act of 1966 – 54 U.S.C. 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
h. Clean Air Act, Pub. L. No. 90-148, as amended – 42 U.S.C. 7401, et seq.
i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
j. Section 7 of the Endangered Species Act, Pub. L. No. 93-205, as amended – 16 U.S.C. 1536
k. Coastal Zone Management Act, Pub. L. No. 92-583, as amended – 16 U.S.C. 1451, et seq.
l. Section 102 of the Flood Disaster Protection Act of 1973 – 42 U.S.C. 4012a
m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended – 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
dd. Freedom of Information Act – 5 U.S.C. 552, as amended
ee. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
ff. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
ii. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
kk. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
ll. Wilderness Act – 16 U.S.C. 1131-1136
mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
nn. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
oo. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
pp. Cargo Preference Act of 1954 – 46 U.S.C. 55305
qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
rr. Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927

Executive Orders

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
d. Contractors and subcontractors on public building or public work financed in whole or

part by loans or grants from the United States – 29 C.F.R. Part 3

e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
g. New Restrictions on Lobbying – 49 C.F.R. Part 20
h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 15.3 of this agreement)

Highway Federal Legislation

a. Highways – Title 23, U.S.C.
b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
c. Letting of Contracts, 23 U.S.C. 112
d. Highway Design and Construction Standards, 23 U.S.C. 109
e. Prevailing Rate of Wage, 23 U.S.C. 113
f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
i. Buy America – 23 U.S.C. 313

(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

j. Nondiscrimination – 23 U.S.C. 140
k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

a. Highways – Title 23, C.F.R.
b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. National Highway System Design Standards – 23 C.F.R. Part 625
d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
e. Construction and Maintenance – 23 C.F.R. Part 635
f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
k. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
l. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2023 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

[The remainder of this page intentionally left blank.]

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RAISE Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 RAISE Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 RAISE Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 RAISE Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2023 RAISE Program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 RAISE Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 RAISE Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

   then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

   (1) require the SAM check in section 2;

   (2) require the certifications in section 3;

   (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2023 RAISE Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.

(h) Certifications.

i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

As described in section 4.3(f) of the General Terms and Conditions, this instrument obligates **[$XXX]** for **[insert portion of project listed in the Obligation Condition Table in section 2 of schedule D]**.

[Recipient name] states that:

(1) schedule B of the Agreement accurately describe the Project's activities;

(2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;

(3) comparing the Project's current budget with the amounts listed in section 3 of schedule D of the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that:

(1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

_____ By: _____

Date

Signature of USDOT's Authorized Representative

[insert name]

Name

[insert title]

Title

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023 RAISE PROGRAM: FHWA PROJECTS

Revision date: June 23, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) appropriated funds to the United States Department of Transportation (the "**USDOT**") for fiscal year 2023 under the heading "National Infrastructure Investments." The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Rebuilding American Infrastructure with Sustainability and Equity Program (the "**RAISE Program**").

On December 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "FY 2023 National Infrastructure Investments" and funding opportunity number DTOS59-23-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on January 5, 2023, and February 3, 2023, (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2023 RAISE Program. On June 28, 2023, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2023 RAISE Program. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through K. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1
PURPOSE

1.1 **Purpose.** The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2
USDOT ROLE

2.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RAISE Program, the approval of this agreement, and any modifications to this agreement under section 20.1.

(b) The Federal Highway Administration (the "**FHWA**") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

2.2 USDOT Program Contacts.

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify USDOT within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

3.9 Title 23 Oversight Responsibilities for Subawards. If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ARTICLE 4
AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

(a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

(b) If section 4 of schedule F identifies the Funding Act as "FY2023," then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).

(c) If section 4 of schedule F contains a table that lists separate amounts for "IIJA" and "FY2023," then the amount listed for "IIJA" is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for "FY2023" is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).

4.3 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 20.

(f) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then for each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in section 4.3(h) for that portion of the Project, the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

(h) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2026. RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.

(i) The Recipient acknowledges that:

(1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);

(2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 17.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Change Notification Requirement. The Recipient shall notify USDOT within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible

project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.

6.3 Paperwork Reduction Act Information. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**").

Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications. On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the period of performance, the Recipient shall submit

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then

(1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 **Project Outcomes Report.** If the Capital-Planning Designation in section 2 of schedule F is "Capital," then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 **Performance Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

9.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 10
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 11
LABOR AND WORK

11.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

11.2 OFCCP Mega Construction Project Program. If the total eligible project costs that are listed in section 3 of schedule D are greater than $35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (the "**OFCCP**") selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 12
CIVIL RIGHTS AND TITLE VI

12.1 Civil Rights and Title VI.

(a) Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Executive Order 14091, "Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Feb. 16, 2023), and DOT Order 1000.12C, "The U.S. Department of Transportation Title VI Program" (June 11, 2021), the purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to

comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.

(b) If the Recipient Type Designation in section 1 of schedule K is "Existing," then the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient Type Designation in section 1 of schedule K is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of schedule K.

(d) In this section 12.1, "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

12.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 13
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

13.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 5 of schedule F is "Elevated," then the Recipient shall:

(1) in the first Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and

(2) in the second Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, provide a plan for completing the requirements in section 13.1(c).

(c) If the Security Risk Designation in section 5 of schedule F is "Elevated," then not later than the eighth Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, the Recipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1:

(1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;

(2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;

(3) the results of a self-assessment of the Recipient's cybersecurity posture and capabilities or a summary of those results; and

(4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 14
RAISE PROGRAM DESIGNATIONS

14.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

14.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. If section 3 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

ARTICLE 15
CONTRACTING AND SUBAWARDS

15.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

15.3 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

15.4 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C.

1101–1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

15.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

15.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

15.7 Subaward and Contract Authorization.

(a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.

(b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

ARTICLE 16
NONCOMPLIANCE AND REMEDIES

16.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 16.1(b); or

(2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

16.3 Other Oversight Entities. Nothing in this article 16 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17
AGREEMENT TERMINATION

17.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to timely obtain or timely provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

(a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient's obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the USDOT's remedial authority under article 16 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 18
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

18.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs

incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

18.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

18.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

18.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the RAISE Program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

18.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 19
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 19.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

19.2 Funds Cancellation.

(a) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2032, and then unavailable for any purpose, including adjustments.

(b) RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) remains available until expended.

(c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 20
AGREEMENT MODIFICATIONS

20.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

20.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to USDOT.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

20.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain

disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

22.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 RAISE Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

22.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

22.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 23
NOTICES

23.1 Form of Notice.

(a) For a notice under this agreement to be valid, it must be in writing.

(b) For a notice to USDOT under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

23.2 Method of Notice to USDOT.

(a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.

(d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

23.3 Method of Notice to Recipient.

(a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.

(c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

(1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or

(2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.

(d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

23.4 Recipient Contacts for Notice. If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).

23.5 Additional Mandatory Notices to USDOT. The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

(1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or

(2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

23.6 Scope of Notice Requirements. The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24
INFORMATION REQUESTS

24.1 USDOT Information Requests.

(a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.

(b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

(c) This section 24.1 does not limit the Recipient’s obligations under section 22.4 or 2 C.F.R. 200.337 to provide access to Recipient records.

ARTICLE 25
ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

27.3 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 Environmental Review.

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.4(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written communication stating that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.5 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and

(3) this award is not for research and development.

28.2 Federal Award Identification Number.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

28.3 Recipient's Unique Entity Identifier.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

28.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

28.5 Period of Performance.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities

Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work
Schedule K	Civil Rights and Title VI

29.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 RAISE Program," dated June 23, 2023, and available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 29.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 29.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the RAISE Program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE Program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–30.

"**Program Statute**" means the collective statutory text:

(1) at 49 U.S.C. 6702;

(2) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and

(3) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title I of division L of the Consolidated Appropriations Act, 2023 Pub. L. No. 117-328 (Dec. 29, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

"**RAISE Grant**" means an award of funds that were made available under the NOFO.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

29.6 References to Times of Day. All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT's authorized representative signs it.

CITY OF SHEBOYGAN
RESOLUTION 66-23-24

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 2, 2023.

A Resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the Cleveland Park Splash Pad project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Cleveland Park Splash Pad (the "Project"); and

WHEREAS, three bids were received in response to that advertisement; and the low bid was from Buteyn-Peterson Construction Company for $239,595.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid meets all of the specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 251520-641100 (Park Impact Fund - Park Impact - Improvements Other Than Buildings), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Buteyn-Peterson Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Cleveland Park Improvements – Splash Pad.***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 1, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).

4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).

5. Addenda (not attached but incorporated by reference)

a. Number 1 dated August 28, 2023.

b. Number 2 dated September 6, 2023.

6. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid consisting of 1 page.

7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed,

b. Work Change Directives,

c. Change Orders,

d. Field Order,

e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By:

_____
(signature)

Name,
Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By:

_____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-23-24.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

_____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

Approved as to form and Execution:

By:

_____
(signature)

Name, Charles C. Adams, City Attorney
Title:

Date: _____

Cleveland Park Improvements,
Splash Pad

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2486-23

City of Sheboygan
spirit on the lake.

CLEVELAND PARK IMPROVEMENTS
SPLASH PAD

AUGUST 2023

PROJECT LOCATION

NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5-20	040CD 1-16	CONSTRUCTION DETAILS
21	110EC-1	EROSION CONTROL - NOTES
22	110EC-2	EROSION CONTROL DETAILS
23	200SS	STORM SEWER PLAN
24	205WS	WATER SERVICE PLAN
25	210ES-1	ELECTRICTAL SERVICE PLAN
26	210ES-2	MAINTENANCE ROOM LAYOUT PLAN
27	400PL	GRADING AND LAYOUT PLAN (CLEVELAND AVE)
28	600GP	GRADING AND LAYOUT PLAN (SPLASH PAD)
29	601 GP-1	GRADING AND LAYOUT PLAN (SOUTH SIDEWALK)
30	G02 GP-2	GRADING AND LAYOUT PLAN (NORTH SIDEWALK)
31	700MQ	MISCELLANEOUS QUANTITIES

Revision Number	Revision Description	Drawn By	Date

CLEVELAND PARK IMPROVEMENTS
SPLASH PAD
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	8/23/2023
Bid No.	2486-23
Project Date	AUGUST 2023
Sheet No.	1
Drawing No.	1

PLOTTED BY - Moyer, Tim

FILE NAME: P:\ENGINEERING\PARKS AND PARKING LOTS\CLEVELAND PARK\SPLASH PAD - 2023\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

Item 27.

2486-23 Cleveland Park Splash Pad (#8648118)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
09/08/2023 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	$11,000.00	$11,000.00
	2	2	Traffic Control	LS	1	$2,500.00	$2,500.00
	3	3	Construction Staking	LS	1	$6,500.00	$6,500.00
	4	4	Removing Storm Sewer	LF	33	$25.00	$825.00
	5	5	Removing Catch Basins	Each	1	$400.00	$400.00
	6	6	Removing Sidewalk	SY	23	$10.00	$230.00
	7	7	Removing Pavement	SY	81	$20.00	$1,620.00
	8	8	Removing Curb and Gutter	LF	39	$10.00	$390.00
	9	9	Excavation Common	CY	80	$50.00	$4,000.00
	10	10	Base Aggregate Dense 3/4-Inch	TON	100	$50.00	$5,000.00
	11	11	Base Aggregate Dense 1 1/4-Inch	TON	35	$50.00	$1,750.00
	12	12	Concrete Sidewalk 4-Inch	SF	1400	$7.00	$9,800.00
	13	13	Detectable Warning Fields	SF	12	$35.00	$420.00
	14	14	Concrete Curb and Gutter 24-Inch	LF	50	$55.00	$2,750.00
	15	15	Concrete Pavement 6-Inch	SY	80	$94.00	$7,520.00
	16	16	Concrete Pavement 8-Inch	SY	90	$99.00	$8,910.00
	17	17	Drilled Tie Bars	Each	75	$10.00	$750.00
	18	18	PVC Storm Sewer 6-Inch	LF	120	$55.00	$6,600.00
	19	19	PVC Storm Sewer 12-Inch	LF	30	$85.00	$2,550.00
	20	20	Inlets Type N-1	Each	1	$2,610.00	$2,610.00
	21	21	Inlet Castings	Each	1	$750.00	$750.00
	22	22	Inlet Protection	Each	5	$100.00	$500.00
	23	23	Silt Fence	LF	500	$3.00	$1,500.00
	24	24	Tracking Pad	Each	1	$1,500.00	$1,500.00
	25	25	Salvaged Topsoil	SY	600	$7.00	$4,200.00
	26	26	Hydro-Seed	SY	600	$3.00	$1,800.00
	27	27	2" Water Service and Connections	LS	1	$20,000.00	$20,000.00
	28	28	Electrical Service and Connections	LS	1	$7,500.00	$7,500.00
	29	29	Splash Pad Equipment and Connections	LS	1	$125,000.00	$125,000.00
	30	30	Sawing Concrete	LF	120	$6.00	$720.00
Total							**$239,595.00**

CITY OF SHEBOYGAN
RESOLUTION 67-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

OCTOBER 2, 2023.

A RESOLUTION authorizing the appropriate City officials to execute Engagement Letter Agreements with Baker Tilly US, LLP ("Baker Tilly") for auditing services relating to the dissolution of Tax Incremental District No. 6, Tax Incremental District No. 10, Tax Incremental District No. 12, Tax Incremental District No. 13, Tax Incremental District No. 14, and Tax Incremental District No. 15.

WHEREAS, the State of Wisconsin requires a final audit of Tax Incremental Districts within six months of adopting their termination resolutions; and

WHEREAS, it is in the best interest of the City to engage Baker Tilly to provide auditing services; and

WHEREAS, Baker Tilly is knowledgeable and experienced in providing this service; and

WHEREAS, the City has previously engaged the services of Baker Tilly as an independent firm to conduct the City's required annual financial audit; and

WHEREAS, the Tax Incremental District audit fees have been budgeted for in 2023 and there are sufficient funds to cover the expense.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Engagement Letter Agreements with Baker Tilly US, LLP.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to disburse the audit fees from the following accounts:

TID 6 Fund - Administration Services (Acct. No. 406660-531500)	$20,000.00
TID 10 Fund - Administration Services (Acct. No. 410660-531500)	$37,000.00
TID 12 Fund - Administration Services (Acct. No. 412660-531500)	$30,000.00
TID 13 Fund - Administration Services (Acct. No. 413660-531500)	$15,000.00
TID 14 Fund - Administration Services (Acct. No. 414660-531500)	$10,000.00
TID 15 Fund - Administration Services (Acct. No. 415660-531500)	$10,000.00

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 6 of the City of Sheboygan as of March 6, 2023 and from the date the TID was created through March 6, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 6. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- Propose adjusting journal entries, as necessary
- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Sheboygan must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $20,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 10 of the City of Sheboygan as of March 6, 2023 and from the date the TID was created through March 6, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 10. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- Propose adjusting journal entries, as necessary
- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Sheboygan must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $37,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 12 of the City of Sheboygan as of March 6, 2023 and from the date the TID was created through March 6, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 12. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- Propose adjusting journal entries, as necessary
- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Sheboygan must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $30,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 13 of the City of Sheboygan as of March 6, 2023 and from the date the TID was created through March 6, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 13. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- Propose adjusting journal entries, as necessary
- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Sheboygan must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $15,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 14 of the City of Sheboygan as of March 6, 2023 and from the date the TID was created through March 6, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 14. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- Propose adjusting journal entries, as necessary
- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Sheboygan must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $10,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

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This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

Baker Tilly US, LLP
790 N Water St
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bakertilly.com

September 14, 2023

Ms. Kaitlyn Krueger
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Dear Ms. Krueger:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Sheboygan (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 15 of the City of Sheboygan as of December 31, 2022 and from the date the TID was created through December 31, 2022, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 15. If, for any reasons caused by or relating to the affairs or management of the City of Sheboygan, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Detailed Schedule of Sources, Uses and Status of Funds
- Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Sheboygan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Sheboygan complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Sheboygan; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

- Preparation of trial balance from trust reports

- Propose adjusting journal entries, as necessary

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

- Evaluate the adequacy and results of the nonattest services we perform.

- Accept responsibility for the results of our nonattest services.

- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

The City of Sheboygan may wish to include our report on these financial statements in an official statement or some other securities offering. You agree that the aforementioned audit report or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Upon notification, auditing standards will require our involvement with the official statement, and any procedures related to this involvement will be a separate agreement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Sheboygan's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Sheboygan hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Sheboygan 's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Sheboygan is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Sheboygan's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will not exceed $10,000. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Sheboygan agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Sheboygan, unless otherwise prohibited. In the event we are requested by the City of Sheboygan or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Sheboygan, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Sheboygan if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Sheboygan, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Sheboygan with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Sheboygan by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Sheboygan and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Sheboygan's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Sheboygan's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact <Review and Signing Professional>, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. <Review and Signing Professional> is available at 608 240 0000, or at email.address@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

CITY OF SHEBOYGAN
RESOLUTION 69-23-24

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 2, 2023.

A RESOLUTION authorizing the Department of Public Works to donate a 2011 Ferris zero turn mower to the Sheboygan Area Youth Soccer Organization, Inc. DBA Lakeshore United FC c/o Christopher Lacey.

WHEREAS, the City of Sheboygan has a current land lease agreement with Lakeshore United FC ("LUFC") for the utilization of Butzen property, owned by the City of Sheboygan, for recreational purposes; and

WHEREAS, LUFC is responsible for maintaining the Butzen property, including turf management; and

WHEREAS, The City is a committed partner with LUFC and desires to assist the LUFC by donating a 2011 Ferris zero turn mower, Model # IS31002, serial number 2014669140, to LUFC for the turf management of the Butzen property; and

WHEREAS, the mower is a back up mower for the Department of Public Works, has not been used for two years, and has an approximate value of $2,200.00.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the 2011 Ferris zero turn mower to the Sheboygan Area Youth Soccer Organization, Inc. DBA Lakeshore United FC c/o Christopher Lacey.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION NO. 70-23-24

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 2, 2023.

A Resolution authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Avenue.

WHEREAS, in 2021 the City entered into the State/Municipal Agreement (I.D. 3700-30-47/50, dated July 22, 2021) pursuant to Res. No. 89-21-22 regarding the updating of the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Avenue at a cost to the City of Sheboygan of $37,600; and

WHEREAS, the City has now been presented with the first revision to the State/Municipal Agreement (I.D. 3700-30-47/50/59, dated August 4, 2023) regarding the updating of the existing traffic signals at the intersection of S. Business Drive and STH 28 / Washington Avenue at a cost to the City of Sheboygan of $62,100.

WHEREAS, the amendment to the agreement is due to increased prices for the proposed work and not due to any expansion or modification of the project.

NOW, THEREFORE BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the first revision dated August 4, 2023 to the State/Municipal Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT**	Date: August 4, 2023 I.D.: 3700-30-47/50/59 Road Name: STH 28 Title: City of Sheboygan, Business Drive Limits: Washington Ave Signal Rehab County: Sheboygan Roadway Length: 0.01 mile

The signatory **city of Sheboygan**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Design to update the existing traffic signals with new conduit, pull boxes, concrete bases, new above ground, and add monotubes on all four approaches (including initial inspection) at the HWY 28 & Washington Ave intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Phase	Est. Cost	Funds	%	Funds	%
ID 3700-30-47 Design	$ 49,000	$ 44,100	90%	$ 4,900	10%
ID 3700-30-50 Construction	$ 327,000	$ 294,300	90%	$ 32,700	10%
ID 3700-30-59 Construction	$ 245,000	$ 220,500	90%	$ 24,500	10%
Total Cost Distribution	**$ 621,000**	**$ 558,900**	**90%**	**$ 62,100**	**10%**

*Design **ID 3700-30-47** state funding is limitied to $44,100 (State fiscal year 2024)
*Construction **ID 3700-30-50** state funding is limitied to $294,300 (State fiscal year 2025)
*Construction **ID 3700-30-59** state funding is limitied to $220,500 (State fiscal year 2026)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and

conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **city of Sheboygan** (please sign in blue ink) Name (print) Title	
Signature	Date
Signed for and in behalf of the **State** (please sign in blue ink) Name Title	
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not

existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(e) Conditioning, if required, and maintenance of detour routes.

(f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

(a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

(b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

7. Basis for local participation:

(a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of $49,000. Any overages shall be funded by the Municipality.
(b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $572,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated

or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

CITY OF SHEBOYGAN
RESOLUTION NO. 71-23-24

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 2, 2023.

A Resolution authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date August 4, 2023) with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of STH 23 and Taylor Drive.

WHEREAS, in 2021 the City entered into the State/Municipal Agreement (I.D. 3700-30-43/46, dated July 22, 2021) pursuant to Res. No. 88-21-22 regarding the updating of the existing traffic signals at the intersection of STH 23 and Taylor Drive at a cost to the City of Sheboygan of $45,600; and

WHEREAS, the City has now been presented with the first revision to the State/Municipal Agreement (I.D. 3700-30-43/46/58, dated August 4, 2023) regarding the updating of the existing traffic signals at the intersection of STH 23 and Taylor Drive at a cost to the City of Sheboygan of $93,600; and

WHEREAS, the amendment to the agreement is due to increased prices for the proposed work and not due to any expansion or modification of the project.

NOW, THEREFORE BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the first revision dated August 4, 2023 to the State/Municipal Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT**	Date: August 4, 2023 I.D.: 3700-30-43/46/58 Road Name: STH 23 Title: City of Sheboygan, Kohler Memorial Dr. Limits: Taylor Dr Intersection Signal Rehab County: Sheboygan Roadway Length: 0.01 mile

The signatory **city of Sheboygan**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Design and construction to update the existing traffic signals with new conduit, pull boxes, bases, new above ground, add pedestrian push buttons, add monotubes on Taylor Dr (including initial inspection), and add lighting into signal cabinet at the HWY 23 & Taylor Dr. intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-43 Design	$ 60,000	$ 54,000	90%	$ 6,000	10%
ID 3700-30-46 Construction	$ 396,000	$ 356,400	90%	$ 39,600	10%
ID 3700-30-58 Construction	$ 480,000	$ 432,000	90%	$ 48,000	10%
Total Cost Distribution	**$ 936,000**	**$ 842,400**	**90%**	**$ 93,600**	**10%**

*Design **ID 3700-30-43** state funding is limitied to $54,000 (State fiscal year 2023)
*Construction **ID 3700-30-46** state funding is limitied to $356,400 (State fiscal year 2024)
*Construction I**D 3700-30-58** state funding is limitied to $432,000 (State fiscal year 2025)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **city of Sheboygan** (please sign in blue ink) Name (print)	Title
Signature	Date
Signed for and in behalf of the **State** (please sign in blue ink) Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the

time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(e) Conditioning, if required, and maintenance of detour routes.

(f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

(a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

(b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

7. Basis for local participation:

(a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of $60,000. Any overages shall be funded by the Municipality.

(b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $876,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 Actual	2022 Adopted	2023 Adopted	2023 Estimated	2024 Preliminary
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Communications Specialist/Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Office of the Mayor	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/License Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	0.75	0.75	0.75	0.75	1.00
Total Office of the City Clerk	**3.75**	**3.75**	**3.75**	**3.75**	**4.00**
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	1.00
Total Office of the City Administrator	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist	0.00	1.00	1.00	1.00	1.00
Internal Auditor/Grant Accountant	1.00	1.00	1.00	1.00	1.00
Financial Reporting Analyst	1.00	1.00	1.00	1.00	1.00
Accounts Payable Associate	1.00	1.00	1.00	1.00	1.00
Accounts Receivable Associate	1.00	1.00	1.00	1.00	1.00
Purchasing Agent (County Contract Employee)	0.50	0.50	0.50	0.50	0.50
Accounting Associate	1.00	1.00	1.00	1.00	1.00
Total Finance Department	**7.50**	**8.50**	**8.50**	**8.50**	**8.50**
Human Resources Department					
Director of Human Resources	1.00	1.00	1.00	1.00	1.00
Senior Payroll Specialist*	1.00	0.00	0.00	0.00	0.00
Benefit Administrator/Analyst	1.00	0.00	0.00	0.00	0.00
HR Generalist	1.00	2.00	2.00	2.00	2.00
HR Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Total Human Resources Department	**5.00**	**4.00**	**4.00**	**4.00**	**4.00**
*Senior Payroll Specialist transferred from HR to Finance in 2021					
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney	0.40	0.40	0.40	0.40	1.00
Legal Assistant	2.00	2.00	2.00	2.00	2.00
Total City Attorney's Office	**4.40**	**4.40**	**4.40**	**4.40**	**5.00**
Municipal Court					
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 Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Total Municipal Court	**2.50**	**2.50**	**2.50**	**2.50**	**2.50**
PUBLIC SAFETY					
Police Department					
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	5.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer (Includes School Resource Officers)	60.00	60.00	60.00	60.00	60.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Communications & Electronics Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	7.90	7.90	7.90	7.90
Time Agency Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Victim Services Coordinator	0.00	0.00	0.00	0.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 Actual	2022 Adopted	2023 Adopted	2023 Estimated	2024 Preliminary
Fleet Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
Total Police Department	**104.00**	**103.90**	**103.90**	**103.90**	**105.90**
Fire Department					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	2.00	2.00	2.00	2.00	2.00
Division Fire Chief	0.00	0.00	1.00	0.00	1.00
Battalion Chief	4.00	4.00	3.00	4.00	3.00
Fire Captain	3.00	3.00	3.00	3.00	3.00
Fire Lieutenant	12.00	12.00	12.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter/Paramedic	36.00	36.00	36.00	36.00	39.00
Admin Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.625	0.625	0.625	0.625
Total Fire Department	**74.50**	**74.625**	**74.625**	**74.625**	**77.625**
**Ambulance Fund was combined into Fire Department during 2022*					
Building Inspection					
Building Inspector	2.00	2.00	2.00	2.00	2.00
Electrical Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing Inspector	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer - PT	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Total Building Inspection	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**
PUBLIC WORKS					
Department of Public Works					
Administration					
Director Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Admin Coordinator	0.00	1.00	1.00	1.00	1.00
Clerk II	2.00	2.00	2.00	2.00	2.00
Total Public Works Administration	**4.00**	**5.00**	**5.00**	**5.00**	**5.00**
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer/Project Manager	2.00	2.00	2.00	2.00	2.00
Assistant Engineer/Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineer Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	1.00	1.00
Total Engineering	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**
Facilities and Traffic					
Facilities Superintendent	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Sign Shop	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	0.00	2.00	2.00	2.00	2.00
Journeyman Electrician	2.00	2.00	2.00	2.00	2.00
Maintenance Worker	4.00	1.00	1.00	1.00	1.00
Maintenance Worker - Sign Shop	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - City Hall	1.00	0.00	0.00	0.00	0.00
Custodian II	0.00	1.00	1.00	1.00	1.00
Custodian I	0.00	1.00	2.00	2.00	2.00
Custodian I - PT	0.00	0.50	0.00	0.00	0.00
Total Facilities and Traffic	**12.00**	**12.50**	**13.00**	**13.00**	**13.00**
Streets and Sanitation					
Streets & Sanitation Superintendent	1.00	1.00	1.00	1.00	1.00
Streets & Sanitation Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician	1.00	1.00	1.00	1.00	1.00
Foreman - Streets & Sanitation	0.00	2.00	2.00	2.00	2.00
Heavy Equipment Operator - Streets	4.00	4.00	4.00	4.00	4.00
Equipment Operator - Streets	2.00	2.00	4.00	4.00	4.00
Equipment Operator - Sewer	0.00	0.00	1.00	1.00	1.00
Equipment Operator - Sanitation	4.00	4.00	4.00	4.00	4.00
Maintenance Worker - Streets	16.00	16.00	14.00	14.00	14.00

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 Actual	2022 Adopted	2023 Adopted	2023 Estimated	2024 Preliminary
Maintenance Worker - Sewer	0.00	0.00	3.00	3.00	3.00
Total Streets and Sanitation	**29.00**	**31.00**	**35.00**	**35.00**	**35.00**
Parks and Cemetery					
Parks & Forestry Superintendent	1.00	1.00	1.00	1.00	1.00
City Forester	1.00	1.00	1.00	1.00	1.00
Foreman - Parks	2.00	2.00	1.00	2.00	1.00
Heavy Equipment Operator - Parks	1.00	1.00	2.00	1.00	2.00
Equipment Operator - Parks	2.00	2.00	2.00	2.00	2.00
Arborist	3.00	3.00	3.00	3.00	3.00
Maintenance Worker - Parks	6.00	6.00	6.00	6.00	7.00
Cemetery Worker	1.00	1.00	1.00	1.00	1.00
Total Parks and Cemetery	**17.00**	**17.00**	**17.00**	**17.00**	**18.00**
Total Department of Public Works	**70.00**	**73.50**	**78.00**	**78.00**	**79.00**
CULTURE AND RECREATION					
Senior Services					
Uptown Social Director	1.00	1.00	1.00	1.00	1.00
Engagement Coordinator	1.00	1.00	1.00	1.00	1.00
Program & Wellness Coordinator	1.00	1.00	1.00	1.00	1.00
Custodian	0.00	0.00	0.00	0.00	0.00
Total Senior Services	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**
CONSERVATION AND DEVELOPMENT					
Planning and Development					
Planning & Development Director	1.00	1.00	1.00	1.00	1.00
Economic Development Deputy Director	0.00	0.00	0.00	0.00	1.00
Planning & Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	0.00	0.00	0.00
Program Assistant	0.00	1.00	1.00	1.00	1.00
Grant Coordinator	1.00	1.00	1.00	1.00	1.00
Total Planning and Development	**5.00**	**5.00**	**5.00**	**5.00**	**6.00**
TOTAL GENERAL FUND	**291.65**	**295.18**	**299.68**	**299.68**	**307.53**
SPECIAL REVENUE FUND					
Mead Public Library					
Library Director	1.00	1.00	1.00	1.00	1.00
Administrative Services Manager	1.00	1.00	1.00	1.00	1.00
Public Services Manager	1.00	1.00	1.00	1.00	1.00
Support Services Manager	1.00	1.00	1.00	1.00	1.00
Librarian	9.00	9.00	9.00	9.00	9.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00	1.00	1.00
Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Cataloger	3.00	3.00	3.00	3.00	3.00
Public Safety Specialist	1.00	1.00	1.00	1.00	1.00
Security Monitor	0.00	0.00	0.00	0.00	0.50
Library Program Specialist	0.00	0.00	3.00	3.00	2.00
Library Assistant	9.25	9.25	6.50	6.50	8.50
Cleaner	2.00	1.50	1.00	1.00	1.50
Library Page	6.00	6.75	6.75	6.75	7.50
Total Mead Public Library	**39.25**	**39.50**	**39.25**	**39.25**	**42.00**
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	0.25	0.25	0.25	0.25	0.25
Total Cable Television	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**
TOTAL SPECIAL REVENUE FUND	**43.00**	**43.25**	**43.00**	**43.00**	**45.75**
PROPRIETARY FUNDS					
Recycling Utility					
Foreman - Streets & Sanitation	1.00	1.00	1.00	1.00	1.00
Equipment Operator - Recycling	2.00	2.00	2.00	2.00	2.00
Total Recycling Utility	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 Actual	2022 Adopted	2023 Adopted	2023 Estimated	2024 Preliminary
Transit Utility					
Director Parking/Transit	0.70	1.00	0.70	0.70	0.70
Operations Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	1.00	0.00	0.00	0.00	0.00
Maintenance Foreman	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	0.00	0.00	0.00
Safety & Training Coordinator	0.00	1.00	1.00	1.00	1.00
ADA & Paratransit Coordinator	0.00	1.00	1.00	1.00	1.00
Transit Coordinator I	3.00	3.00	2.25	2.25	2.00
Fixed Route Operator	28.00	17.60	19.00	19.00	28.00
Paratransit Operator	12.00	10.05	7.00	7.00	8.00
Hostler	0.00	0.00	0.00	0.00	0.00
Maintenance Assistant	2.25	1.90	1.60	1.60	2.50
Utility Worker	0.00	1.50	0.00	0.00	0.00
Cleaner	0.00	1.05	0.00	0.00	0.00
Total Transit Utility	**53.95**	**45.10**	**38.55**	**38.55**	**49.20**
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Maintenance Worker	0.00	1.00	1.00	1.00	1.00
Lead Worker I	1.00	0.00	0.00	0.00	0.00
Maintenance/Grounds Worker I	1.00	1.00	1.00	1.00	1.00
Total Parking Utility	**2.30**	**2.30**	**2.30**	**2.30**	**2.30**
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer 2	1.00	1.00	0.00	0.00	0.00
Utility Engineer 1	0.00	0.00	1.00	1.00	1.00
GIS/Civil Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	1.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	6.00	5.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Billing/Lead Service Line Specialisty	0.00	0.00	1.00	0.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	3.00	3.00	3.00	3.00	3.00
Total Water Utility	**31.00**	**31.00**	**31.00**	**31.00**	**31.00**
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Assistant Superintendent	0.00	1.00	0.00	0.00	0.00
Pre-Treatment Supervisor	1.00	1.00	1.00	1.00	1.00
Lab Technician II	0.00	0.00	0.00	0.00	0.00
Maintenance Supervisor	1.00	0.00	0.00	0.00	0.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electrician	1.00	1.00	1.00	1.00	1.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Plant Operator	4.00	4.00	4.00	4.00	4.00
Administrative Assistant	1.00	0.00	0.00	0.00	0.00
Total Wastewater Utility	**14.00**	**13.00**	**12.00**	**12.00**	**12.00**
TOTAL PROPRIETARY FUNDS	**104.25**	**94.40**	**86.85**	**86.85**	**97.50**
INTERNAL SERVICE FUNDS					
Information Technology					
Information Technology Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	1.00	1.00	1.00
Techical Support Analyst	1.00	1.00	1.00	1.00	1.00
Total Information Technology	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**

PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2021 - 2024

	2021 Actual	2022 Adopted	2023 Adopted	2023 Estimated	2024 Preliminary
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Services Supervisor	1.00	1.00	1.00	1.00	1.00
Master Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	2.00	2.00	2.00	2.00	2.00
Service Mechanic	2.00	2.00	2.00	2.00	2.00
Total Motor Vehicle	**6.00**	**6.00**	**6.00**	**6.00**	**6.00**
TOTAL INTERNAL SERVICE FUNDS	**11.00**	**11.00**	**11.00**	**11.00**	**11.00**
TOTAL GENERAL FUND	**291.65**	**295.18**	**299.68**	**299.68**	**307.53**
TOTAL SPECIAL REVENUE FUNDS	**43.00**	**43.25**	**43.00**	**43.00**	**45.75**
TOTAL PROPRIETARY FUNDS	**104.25**	**94.40**	**86.85**	**86.85**	**97.50**
TOTAL INTERNAL SERVICE FUNDS	**11.00**	**11.00**	**11.00**	**11.00**	**11.00**
TOTAL CITY FUNDS	**449.90**	**443.83**	**440.53**	**440.53**	**461.78**

2024 PROPOSED BUDGET SUMMARY (UPDATED 9-29-2023)

	GOVERNMENTAL FUNDS										
	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2024 Proposed*	2023 Estimated*	2022 Actual*	2021 Actual	
Revenue											Revenue
Taxes and Special Assessments	$19,858,778	$4,964,200	$0	$7,361,910	$0	$470,000	$32,654,888	$35,600,271	$36,412,750	$35,384,011	Taxes
Licenses and Permits	$1,006,520	$0	$0	$0	$0	$700	$1,007,220	$1,084,207	$1,136,723	$1,070,691	Licenses and Permits
Intergovernmental Revenue	$17,203,128	$1,636,828	$0	$4,293,953	$0	$3,191,326	$26,325,235	$22,302,179	$35,041,708	$21,522,985	Intergovernmental Revenue
Intergovernmental Charges for Services	$677,320	$0	$0	$0	$0	$10,827,313	$11,504,633	$11,884,902	$11,758,762	$11,611,496	Intergovernmental Charges for Services
Charges for Services	$3,019,745	$1,489,620	$0	$45,470	$15,000	$11,256,745	$15,826,580	$15,474,357	$17,058,413	$15,618,788	Charges for Services
Fines and Forfeitures	$956,500	$5,000	$0	$0	$0	$2,500	$964,000	$1,169,235	$1,385,585	$1,164,879	Fines and Forfeitures
Miscellaneous Revenue	$314,642	$450,600	$26,113	$730,030	$15,500	$8,533,833	$10,070,718	$1,629,904	$424,099	$4,206,618	Miscellaneous Revenue
Other Financing Sources	$1,173,804	$5,000	$0	$18,340,835	$0	$14,194	$19,533,833	$11,105,042	$5,742,162	$15,812,158	Other Financing Sources
Total Revenue	$44,210,437	$8,551,248	$26,113	$30,772,198	$30,500	$34,296,611	$117,887,107	$100,250,097	$108,960,202	$106,391,626	Total Revenue
Expenditures											Expenditures
General Government	$5,684,403	$392,402	$0	$672,000	$0	$9,136,237	$15,885,042	$29,326,030	$25,664,328	$15,138,487	General Government
Public Safety	$25,283,753	$56,717	$0	$8,758,677	$0	$0	$34,099,147	$25,585,913	$24,419,498	$23,706,156	Public Safety
Public Works	$9,422,977	$1,108,564	$0	$10,013,400	$0	$35,072,271	$55,617,212	$43,780,394	$26,643,456	$29,234,455	Public Works
Health and Human Services	$241,353	$0	$0	$0	$15,000	$0	$256,353	$247,966	$196,000	$219,294	Health and Human Services
Culture and Recreation	$3,140,016	$6,561,016	$0	$1,755,000	$0	$199,158	$11,655,190	$10,152,672	$9,454,688	$9,517,960	Culture and Recreation
Conservation and Development	$429,144	$1,583,785	$0	$12,457,180	$0	$0	$14,470,109	$9,729,190	$10,573,651	$7,776,456	Conservation and Development
Transfers and other expenses	$1,178,606	$0	$4,933,830	$0	$15,500	$0	$6,127,936	$5,495,297	$4,169,279	$12,381,300	Transfers and other expenses
Total Expenditures	$45,380,252	$9,702,484	$4,933,830	$33,656,257	$30,500	$44,407,666	$138,110,989	$124,317,462	$101,120,900	$97,974,108	Total Expenditures
Excess of revenues over (under) expenditures	-$1,169,815	-$1,151,236	-$4,907,717	-$2,884,059	$0	-$10,111,055	-$20,223,882	-$24,067,365	$7,839,302	$8,417,518	Excess of revenues over (under) expenditures
Net Property Tax Required	$18,238,683	$3,140,910	$0	$5,278,862	$0	$470,000	$27,128,455	$26,496,702	$25,967,449	$25,021,542	Net Property Tax Required
Equalized Valuation*							$4,087,892,400	$3,578,184,300	$3,147,701,000	$3,074,483,600	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.636	7.405	8.250	8.138	EQUALIZED TAX RATE

Additional Needs Requests

All Departments - Proposed Budget Details

Color-Coding Key: Green = Included; Red = Not Included; Blue = Possible Approval in Capital Fund

Fund:	Department:	Amount:	Account #:	Justification:
General Fund	City Attorney	$82,727.00	101130-multiple	1 FTE Assistant City Attorney. Salary & benefits ($113,649), cell phone ($480), CLE w/hotel & expenses ($1,260), State Bar dues $540), County Bar dues ($95)
General Fund	City Clerk	$24,889.00	101142-Multiple	Elections (increased number of changes/requirements surrounding) require a full-time specialist
General Fund	Human Resources	$5,000.00	101144-546160	Additional recognition for employees including 2 city wide events (summer and winter) and monetary performance awards for exemplary performance
General Fund	Human Resources	$24,209.00	All Departments - 520360	Increase City's contribution for ETF life insurance to 1 full unit instead of 1/2 of first unit
General Fund	Human Resources	$26,500.00	All Departments - Various Accounts	Additional step for employees who have 15 years of service or more in current position
General Fund	City Buildings	$60,000.00	101160-510110	New Position - additional labor (Floater) The DPW labor pool is significantly understaffed and is in dire need of additional labor resources. This position is not directly assigned to a division, with the intent to be used as needed throughout the daily operations. Buildings in particular, have seen an increase in DPW labor requests. Primarily the Police Department, Fire Department, Library, and Transit have historically not needed DPW labor for building services.
General Fund	City Buildings	$15,000.00	101160-560255	Drain Snake Camera - rigid see snake cameras are huge benefit when searching for problems and issues in drain lines. The piece of equipment will save time and money in locating and fixing issues in drain lines from 1.5" to 4" drain pipe. When faced with multiple facilities, this tool will be used on a regular basis (Listed as Low Priority)
General Fund	Police	$23,000.00	101210-531100	Wellness Checks for all SPD employees: Law Enforcement personnel are frequently exposed to traumatic incidents and stressful situations. With each additional exposure , the potential for struggle incresases. In addition , the law enforcement profession does not only impact the individual, it also impacts their families, friends and the communities they serve. Many law enforcement agencies struggle to equip their officers with the resiliency and mental fortitude necassary to remain healthy. Addressing this trauma requires providing access and connection to a mental health professional that understands police culture so that officers feel heard and are provided a sense of safety. These funds would be used to provide individual annual wellness checks to all department personnel.
General Fund	Police	$63,400.00	101210-550110	Add Lieutenant of Adminstration: The highest need for the department is to address the greatest area of risk. The department needs additional resources to maintain policy, push out policy review and training and manage and develop ongoing training within the department. This position was identified in the recent management reorganization and would be located in the Administrative Division reporting to the Assistant Chief. This position would also be responsible for and handle major internal investigations

General Fund	Police	$38,754.00	101210-550110	Part-Time Background Check Investigator: Conducting timely and thorough background investigations is important in selecting the best candidates for hire. In todays enviroment the hiring window is shorter and it is more difficult to successfully meet the time lines and thoroughness needed to ensure we are making timely offers to the best candidates. A part time background investigator would also us te flexibility to meet these timelines and would be more cost effective. This position would also assist with complicated fraud and computer crimes investigations.
General Fund	Police	$88,943.00	101210-550110	Additional Patrol Officer: The department continues to struggle with meeting the demand, from neighborhoods and the citizens within them, for traffic enforcement and complaints of neighborhood disorder. The department is significantly behind the comparable cities of Fond Du Lac, Wauwatosa, and La Crosse in staffing. Additionally, as the city continues to grow to the south finding resources to cover calls in this area is becoming a struggle. The addition of two officers would help remidiate this issue.
General Fund	Police	$88,943.00	101210-550110	Additional Patrol Officer: The department continues to struggle with meeting the demand, from neighborhoods and the citizens within them, for traffic enforcement and complaints of neighborhood disorder. The department is significantly behind the comparable cities of Fond Du Lac, Wauwatosa, and La Crosse in staffing. Additionally, as the city continues to grow to the south finding resources to cover calls in this area is becoming a struggle. The addition of two officers would help remidiate this issue.
General Fund	Fire & Emergency Med Services	$89,510.50	101220-Multiple	Inspector (Starting pay $65,000 + benefits)
General Fund	Fire & Emergency Med Services	$272,712.00	101220-Multiple	3 Firefighter Medic (Each $90,904.44 incl wages and benefits)
General Fund	Fire & Emergency Med Services	$272,712.00	101220-Multiple	3 Firefighter Medic (Each $90,904.44 incl wages and benefits)
General Fund	Fire & Emergency Med Services	$149,924.51	101220-Multiple	Division Chief - Training (Starting pay $115,000 + benefits)
General Fund	Fire & Emergency Med Services	$24,352.00	101220-Multiple	Captain increase from 3 to 6 Positions ($8,117.30 each)
General Fund	Fire & Emergency Med Services	$3,375.00	101220-536125	Calm the Chaos
General Fund	Fire & Emergency Med Services	$5,500.00	101220-536125	EV Training
General Fund	Fire & Emergency Med Services	$2,270.00	101220-536125	WSFCEA Conference
General Fund	Fire & Emergency Med Services	$5,000.00	101220-550110	Oven duct cleaning
General Fund	Fire & Emergency Med Services	$800.00	101220-563310	Portable radio batteries
General Fund	Public Works - Admin	$10,000.00	101310-560255	New Plotter - Old plotter no longer able to be serviced and updated pricing from vendor is now available.
General Fund	Public Works - Admin	$100,000.00	101310-Multiple	Deputy Director - The top two DPW leadership positions: Director and City Engineer, are able to retire at any time and have a combined 66 years of service and knowledge working for the City of Sheboygan. It is critical that the DPW organization has the proper hierarchy to develop the next set of leaders for the City. Developing internal staff is the best alternative to continue the long-range planning, engineering and infrastructure projects and programs that have a positive and lasting impact on the quality of life of the City residents. By developing internal staff the DPW preparing highly skilled, knowledgeable indivduals and addressing concerns regarding demographic changes and talent scarcity, identifying skill gaps and training needs, retaining institutional knowledge, and boosting morale and retention.

General Fund	Public Works - Admin	$25,000.00	101310-Multiple	Assistant City Engineer - Updated promotion to reflect promotion of existing staff, no addition to the table of organization
General Fund	Streets Maintenance	$15,000.00	101331-510110	Proposed reclassifiaction of three (3) existing positions within Table of Organization from "Maintenance Worker - Streets" to two (2) "Equipment Operator - Streets" and one (1) Heavy Equipment Operator - Streets" This request is to promote (reclassify) two existing employees to "Equipment Operators" so as to provide additional crew leadership, provide coverage for vacations, and allow for additional crews in the field.
General Fund	Streets Maintenance	$25,000.00	101331-540270	Rollover Flexi Flatbed Applicator - current equipment is over 30 years old, unreliable, out of date, Equipment is used for applying vinyl to sign blanks, plastic board, plywood, and other flat surfaces. Benefits - reduced production times, user friendly, multi-functional agronomically designed table.
General Fund	Streets Maintenance	$45,000.00	101331-560255	Concrete Pavement Saw - Current Equipment is over 15 years old. Currently not scheduled within the 5 year CIP plan
General Fund	Streets Maintenance	$20,000.00	101331-560255	Designated ASV Skid Steer Trailer - Do not have a designated trailer for this equipment. Increase efficiencies by having a designated trailer
General Fund	Streets Maintenance	$20,000.00	101331-560255	Excavator Ditching Bucket - Provide increase abilities - Not purchased with equipment due to budget (Low Priority)
General Fund	Streets Maintenance	$10,000.00	101331-560255	Excavator Frost Tooth Bucket - Allow for emergency repairs during winter months - Do not have a frost tooth (Low Priority)
Gneral Fund	Streets Maintenance	$25,000.00	101331-560255 / 101331-560258 - Traffic	A portable electronic message board is a valuable tool in keeping the public informed. To be utilized for construction projects, special events, weather related emergencies, etc.
General Fund	Streets Maintenance	$11,300.00	101331-560258	Cable and Pipe Locator - current equipment is over 15 years old and becoming unreliable, used for locating all underground electrical utilities. (street lighting, traffic signals, facility and other)
General Fund	Sanitation	$4,000.00	101362-510111	City Provided Large Item Disposal Addressing a community need to provide a means to dispose of large / bulky items - LABOR ONLY 3 employees on OT
General Fund	Sanitation	$8,000.00	101362-533125	City Provided Large Item Disposal Addressing a community need to provide a means to dispose of large / bulky items. With the implementaton of the cart system, large / bulky items are not collected curbside nor at the Recycling Center. Residents are required to utilize private vendors.
General Fund	Parks	$15,500.00	101520-560255	Sheboygan Park has roughly 325 acres of open green space for active recreation. With the city parks making the commitment to no longer use herbicides for the controlling of weeds in these areas and the with the high volume of traffic for celebrations and sporting events, an Aerator with a seeder is needed now more than ever to keep our open green spaces green with healthy growing turfgrasses.
General Fund	Parks	$74,048.00	101520-Multiple	New Position - additional labor (Floater) The DPW labor pool is significantly understaffed and is in dire need of additional labor resources. This position is not directly assigned to a division, with the intent to be used as needed throughout the daily operations. Parks and public open spaces have expanded significantly from 2010 whereas staffing in the parks division has declined. In addition, current park facilities need additional help with general maintenance and upkeep

General Fund	Parks	$5,000.00	101520-Multiple	Promotion - Arborist to Forestry Foreman to lead and direct forestry crews in the field
General Fund	Parks	$37,500.00	101520-Multiple	Seasonal Skilled Maintenance Worker - Beach Cleaner Operator and Park Ranger/Ambassador to help maintain order within the parks, i.e. addressing homelessness issues, ensuring parks rules are being followed.
General Fund	Uptown Social	$67,710.00	101530-Multiple	1 FTE - Administrative Assistant Senior Services
General Fund	Uptown Social	$5,000.00	101530-Multiple	1 PT Intern Senior Services
Special Revenue Fund	Library	$19,261.00	255511-510110	1 PT Security Monitor
Special Revenue Fund	Library	$19,261.00	255511-510111	1 PT Security Monitors
Special Revenue Fund	Library	$69,014.40	255511-510110	1 Full Time Librarian
Special Revenue Fund	Library	$5,000.00	255511-510110	Wage Increase for Security Specialist
Special Revenue Fund	Library	$2,946.90	255511-520310	Fica for Security Monitors wages
Special Revenue Fund	Library	$5,279.60	255511-520310	Fica for 1 FT Librarian
Special Revenue Fund	Library	$382.50	255511-520310	Fica for Security Specialist wage
Special Revenue Fund	Library	$4,761.99	255511-520320	WRS for 1 FT Librarian
Special Revenue Fund	Library	$345.00	255511-520320	WRS for Security Specialist wage
Special Revenue Fund	Library	$10,018.32	255511-520340	Single rate Health Insurance for 1 Librarian
Special Revenue Fund	Library	$484.56	255511-520350	Dental insurance for 1 Librarian
Special Revenue Fund	Library	$70,000.00	255511-548002	Additional amount requested for Material Purchases
Enterprise Fund	Wastewater	$100,000.00	630310-510110	Proposed additional "Equipment Operator - Sewer" position. Current T.O. has three (3) "Maintenance Worker - Sewer" positions. This request will provide for an additional "Equipment Operator - Sewer" so as to provide an equipment operator for each sewer truck along with the request above to reclassify an existing Maintenance Worker - Sewer position.
Enterprise Fund	Wastewater	$5,000.00	630310-510110	Proposed reclassification of one (1) existing posiion within the Table of Organization from "Maintenance Worker - Sewer" to one (1) "Equipment Operator - Sewer". This request is to promote (reclassify) one (1) existing employee to "Equipment Operator - Sewer" so as to provide one equipment operator per each sewer truck allowing current Sewer Foreman to
Enterprise Fund	Wastewater	$28,652.00	630361-510110	Hire temporary 4th mechanic
Special Revenue Fund	Boat Facility	$55,000.00	633540-641100	Work Boat - Dock repair, electrical repair, water line repair, infrastructure inspection, semi annual buoy placement and bridge repair. Current vessel is old, unsafe and unreliable and is no longer designed for the repairs needed.
Internal Service Fund	Motor Vehicle	$59,300.80	730399-510110	Certified Truck Mechanic

Internal Service Fund	Motor Vehicle	$11,000.00	730399-560255	Additional tools for mechanic
Special Revenue Fund	Cable TV	$6,920.00	211519-510130	Additional staff for casting of local sports programming

CITY OF SHEBOYGAN
RESOLUTION 73-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

OCTOBER 2, 2023.

A RESOLUTION establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year.

WHEREAS, Section 2-867 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year; and

WHEREAS, the Common Council committees have duly considered and discussed a budget for 2024 as proposed by the Finance Director; and

WHEREAS, a public hearing on the budget will be held on October 23, 2023 as required; and

WHEREAS, the 2024 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the following are hereby adopted as set forth in the attachment and established in the budget document by the Common Council of the City of Sheboygan:

Budgeted revenue estimates and expenditure appropriations for the year 2024 for the City's General Fund; Special Revenue Funds – Federal Grant, Cable TV, MEG Unit, Harbor Centre Marina, Tourism, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment; Debt Service – G.O. Debt Service; Capital Improvement Funds – Capital Projects Fund, Industrial Park Fund, TID 16, TID 17, TID 18, TID 19, TID 20, Environmental TID I; Proprietary Funds – Wastewater, Stormwater, Recycling, Boat Facilities, Parking Utility, Transit; Internal Service Funds - Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology, Motor Vehicle; and Fiduciary Fund – Cemetery Perpetual Care

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2024 Budget be approved.

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2024 Budget is $27,128,455.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. C. 94-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred Res. No. 61-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to make all necessary changes and transactions in the City's General Ledger to close the Cable TV Fund and consolidate it into the General Fund; recommends adopting the Resolution.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 61-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

SEPTEMBER 18, 2023.

A RESOLUTION authorizing the Finance Director to make all necessary changes and transactions in the City's General Ledger to close the Cable TV Fund and consolidate it into the General Fund.

WHEREAS, the Common Council previously approved changes to the General Ledger to implement a large-scale chart of account redesign project; and

WHEREAS, the City's auditor, Baker Tilly, has recommended further consolidation of the Cable TV Fund into the General Fund after review; and

WHEREAS, the Finance Director agrees that consolidation of the Cable TV Fund into the General Fund would align with accounting best practice; and

WHEREAS, the Common Council finds that these changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make all necessary changes and transactions in the City's General Ledger to close the Cable TV Fund and consolidate it into the General Fund.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer the December 31, 2022 fund balance amounts via the following budget amendment:

INCREASE:	
Capital Project Fund – Capital Projects – Interfund Transfer In (Acct. No. 400-492000)	$ 80,000.00
Information Technology Fund – Information Technology – Interfund Transfer In (Acct. No. 713-492000)	$437,783.24
Cable TV Fund – Cable TV – Interfund Transfer Out (Acct. No. 211519-811100)	$517,783.24

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. C. 95-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

OCTOBER 2, 2023.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 62-23-24 by Alderpersons Michell and Filicky-Peneski authorizing the Finance Director/Treasurer to compensate Heather Burke interim pay for her service to the City as Business Manager of the Department of Public Works from March, 2023 to August 18, 2023; recommends adopting the Resolution.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 62-23-24
TO FINANCE AND PERSONNEL COMMITTEE

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

SEPTEMBER 25, 2023.

A RESOLUTION authorizing the Finance Director/Treasurer to compensate Heather Burke interim pay for her service to the City as Business Manager of the Department of Public Works from March, 2023 to August 18, 2023.

WHEREAS, the Business Manager position, a "step 15" position, became vacant on August 26, 2022; and

WHEREAS, Heather Burke assumed the role on August 21, 2023; and

WHEREAS, from August, 2022 to August, 2023, Heather Burke, a "step 9" employee assumed some of the additional responsibilities, in the interim as Director Biebel decided whether to fill the Business Manager position or not; and

WHEREAS, Sheboygan Municipal Code ("SMC") § 18-74(a) allows an affected department head and the Director of Human Resources and Labor Relations to recommend to the City Administrator that an appropriate subordinate, nonrepresented employee fill a vacant position temporarily and that if the subordinate employee is in a lower salary grade while serving on an acting basis, the employee "shall receive additional compensation for the additional work assigned;" and

WHEREAS, SMC § 18-74(a) provides further that the acting employee shall be compensated with "an increase of ten percent" when acting in full capacity or at a "reduced amount" "for limited acting duties or when partial duties are assigned" and that such compensation shall be issued "after a replacement starts in the form of a lump-sum for all acting time;" and

WHEREAS, the Director of Human Resources and Labor Relations has calculated Ms. Burke's acting pay would total $2,733.12; and

WHEREAS, in the absence of a City Administrator, the Common Council has declared that the Common Council be the one to approve this request.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to compensate Heather Burke for her service to the City as Business Manager prior to assuming the role.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds sufficient to effectuate this resolution from Account No. 101310-510110 (General Funds – Public Works Admin. – Full-Time Salaries).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
ORDINANCE 22-23-24

BY ALDERPERSONS SALAZAR AND FELDE.

OCTOBER 2, 2023.

AN ORDINANCE amending Section 2-115 so as to eliminate the need for alderperson signatures on council documents and revising the deadline for submitting requests for documents to the legal department.

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

SECTION 1: **AMENDMENT** "Sec 2-115 Ordinances And Resolutions" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-115 Ordinances And Resolutions

(a) All ordinances, resolutions, reports of officers and reports of committees to be submitted at a regular common council meeting shall be submitted in full to the city attorney for review. Once review is complete, such matters shall~~must either~~ be submitted in full to the city clerk ~~or a request for the drafting thereof on or before 8:00 a.m. of the Thursday preceding any regular council meeting~~ so that they can be included in the agenda and set forth in full in the attached documents. Any submission to the city clerk must be made no later than 4:30 p.m. on the Wednesday preceding any regular council meeting in order to be included in the agenda.

(b) All ordinances, resolutions, communications, and other matters to be directly referred to a board, commission, or committee shall be submitted in full to the city attorney for review. Once review is complete, such matters shall ~~must either~~ be submitted in full to the city clerk ~~or a request for the drafting thereof~~ at least 72 hours preceding any meeting of the board, commission or committee so that they can be included in the agenda and set forth in full in the attached documents. After inclusion on a board, commission or committee agenda, the matter may be reported on to council and shall be considered to be before the council for consideration and action with no need for a second reading.

~~(c) All ordinances and resolutions shall be signed by the councilmember presenting the ordinance or resolution.~~

(Code 1975, § 2-77; Code 1997, § 2-127; Ord. No. 12-15-16, § 1, 10-19-2015)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
GENERAL ORDINANCE 24-23-24

BY ALDERPERSON MITCHELL.

OCTOBER 2, 2023.

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

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

SECTION 1: In accordance with § 66.0217 of the Wisconsin Statutes and a petition for direct annexation by unanimous approval filed with the City Clerk on the 23rd day of September, 2023, signed by the owner of all the real property in the territory and all of the electors residing in the territory, together with a legal description (attached hereto as Exhibit A) and a scale map (attached hereto as Exhibit B) of the property to be annexed, said territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin.

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

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

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

SECTION 5: The official zoning map of the City of Sheboygan, as provided for by § 105-35, Sheboygan Municipal Code, and made a part of the Sheboygan Zoning Ordinance (Chapter 105, SMC) is hereby amended to establish the Use District Classification of the lands subject to this ordinance as Rural Agricultural (RA-35ac).

SECTION 6: The territory described in the attached Exhibit A is hereby made a part of the 19th Ward, 10th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts

SECTION 7: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 8: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A

LEGAL DESCRIPTION OF TERRITORY

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON,
SHEBOYGAN COUNTY, WISCONSIN

Unplatted lands being part of the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Northwest 1/4 of the Southwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northwest 1/4 of the Southeast 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all in Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 322 to 330 as document 2061658 in the Sheboygan County Register of Deeds Office, the West Right of Way line of South Business Drive / C.T.H. "OK", and the existing municipal boundary for the City of Sheboygan, thence North 87°52'52" West along the North line of said Lot 1, the South line of lands described in a warranty deed recorded as document 1813514 in said Register of Deeds Office, and the North line of lands described in a warranty deed recorded as document 2001715 in said Register of Deeds Office, a distance of 2,759.95 feet to the East line of lands described in an award of damages document recorded in Volume 520 of Records on Pages 399 to 400 as document 894860 in said Register of Deeds Office and the East Right of Way line of Interstate "43";
thence Northerly 358.43 feet along said East line of lands described in Volume 520 on Pages 399 to 400, the East Right of Way line of Interstate "43", and the arc of a curve to the left having a radius of 49,330.69 feet and a chord which bears North 01°43'40" West a distance of 358.43 feet to a point of tangency;
thence North 01°56'09" West along said East line of lands described in Volume 520 on Pages 399 to 400, the East line of lands described in a warranty deed recorded in Volume 513 of Records on Pages 236 to 237 as document 892250 in said Register of Deeds Office, and said East Right of Way line of Interstate "43", a distance of 1440.43 feet to the North line of said lands described in document 1813514, the South line of Lot 1 of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on Pages 61 to 62 as document 1477612 in said Register of Deeds Office, and said existing municipal boundary;
thence South 87°50'51" East along said North line of lands described in document 1813514, said South line of Lot 1 of a Certified Survey Map recorded in Volume 14 on Pages 61 to 62, the Southerly terminus of the South Taylor Drive Right of Way, the South lines of Lot 1 and Outlot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 209 to 211 as document 2052767 in said Register of Deeds Office, the South line of Lot 1 of Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 258 to 259 as document

1848155 in said Register of Deeds Office, and said existing municipal boundary, a distance of 3,390.65 feet to said West Right of Way line of South Business Drive / C.T.H. "OK";
thence South 17°51'10" West along said West Right of Way line, a distance of 203.43 feet to the South line of said lands described in document 1813514 and the North line of lands described in a warranty deed recorded as document 1343820 in said Register of Deeds Office;
thence North 83°07'59" West along said South line of lands described in document 1813514 and said North line of lands described in document 1343820, a distance of 152.38 feet to the East line of said lands described in document 1813514 and the Northwest corner of said lands described in document 1343820;
thence South 16°10'08" West along said East line of lands described in document 1813514, the West line of said lands described in document 1343820, and the West line of a Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Pages 86 to 87 as document 1714724 in said Register of Deeds Office, a distance of 566.39 feet to the South line of said lands described in document 1813514 and the Southwest corner of Lot 2 of said Certified Survey Map recorded in Volume 20 on Pages 86 to 87;
thence South 86°18'26" East along said South line of lands described in document 1813514 and the South line of said Lot 2, a distance of 116.47 feet to said West Right of Way line;
thence South 17°45'46" West along said West Right of Way line, a distance of 144.07 feet;
thence South 23°28'24" West along said West Right of Way line, a distance of 100.50 feet;
thence South 17°45'46" West along said West Right of Way line, a distance of 100.00 feet;
thence South 13°36'13" West along said West Right of Way line, a distance of 401.06 feet;
thence South 17°51'59" West along said West Right of Way line, a distance of 347.48 feet;
thence South 17°37'41" West along said West Right of Way line, a distance of 0.53 feet to the South line of said lands recorded in document 1813514, the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, said existing municipal boundary, and the Point of Beginning.

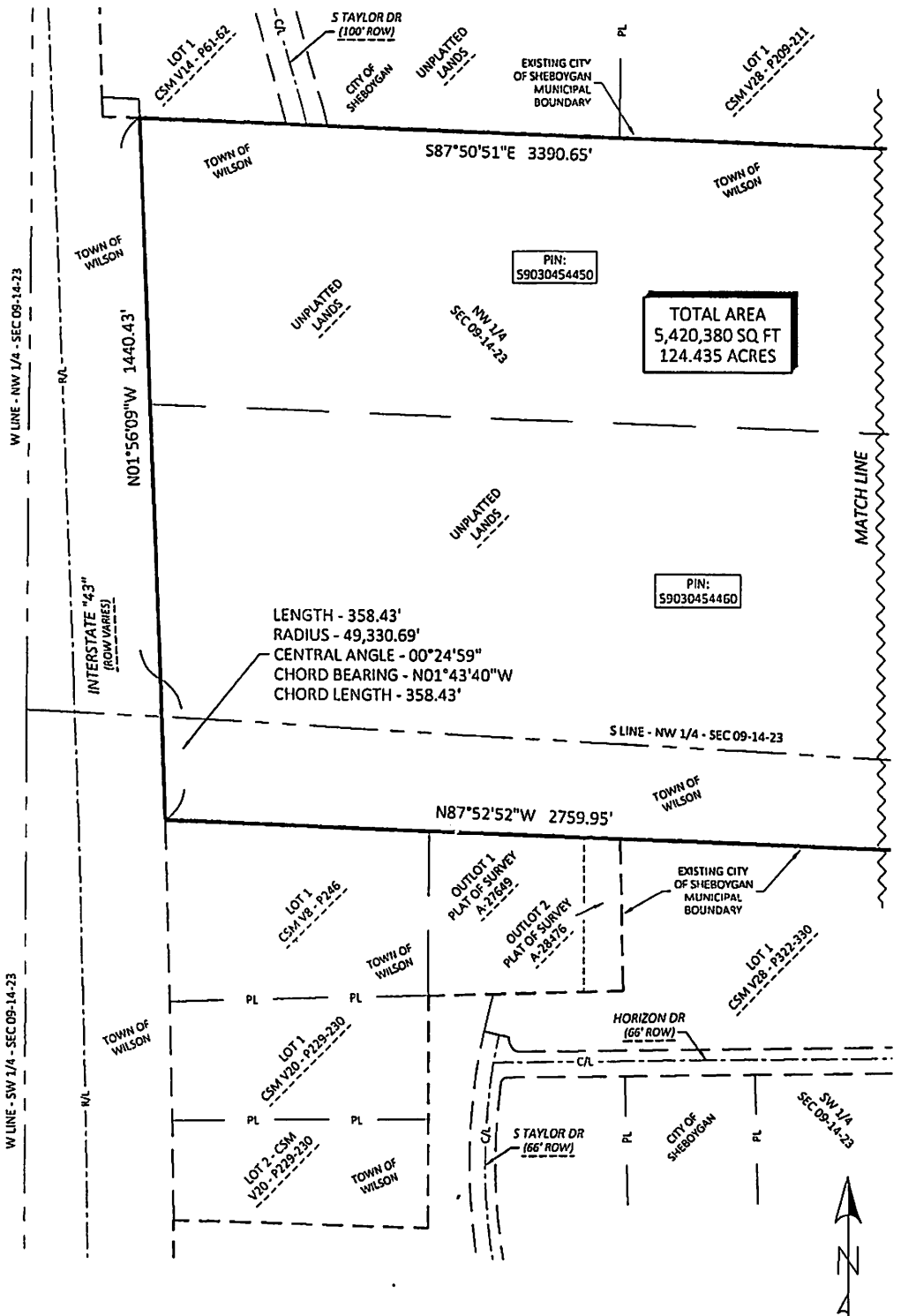
The land described above contains 124.435 acres (5,420,380 square feet) of land, more or less.

Tax Parcel Nos.: **59030454421; 59030454462; 59030454450; and 59030454460**

EXHIBIT B

SCALE MAP OF TERRITORY

(Attached)



PREPARED BY: MICHAEL P. BORN, PLS
REVIEWED BY: TYLER D. HILL, CST
REV: N/A

BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 1 OF CSM VOL 28 - PGS 322-330 RECORDED AS S87°52'52"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

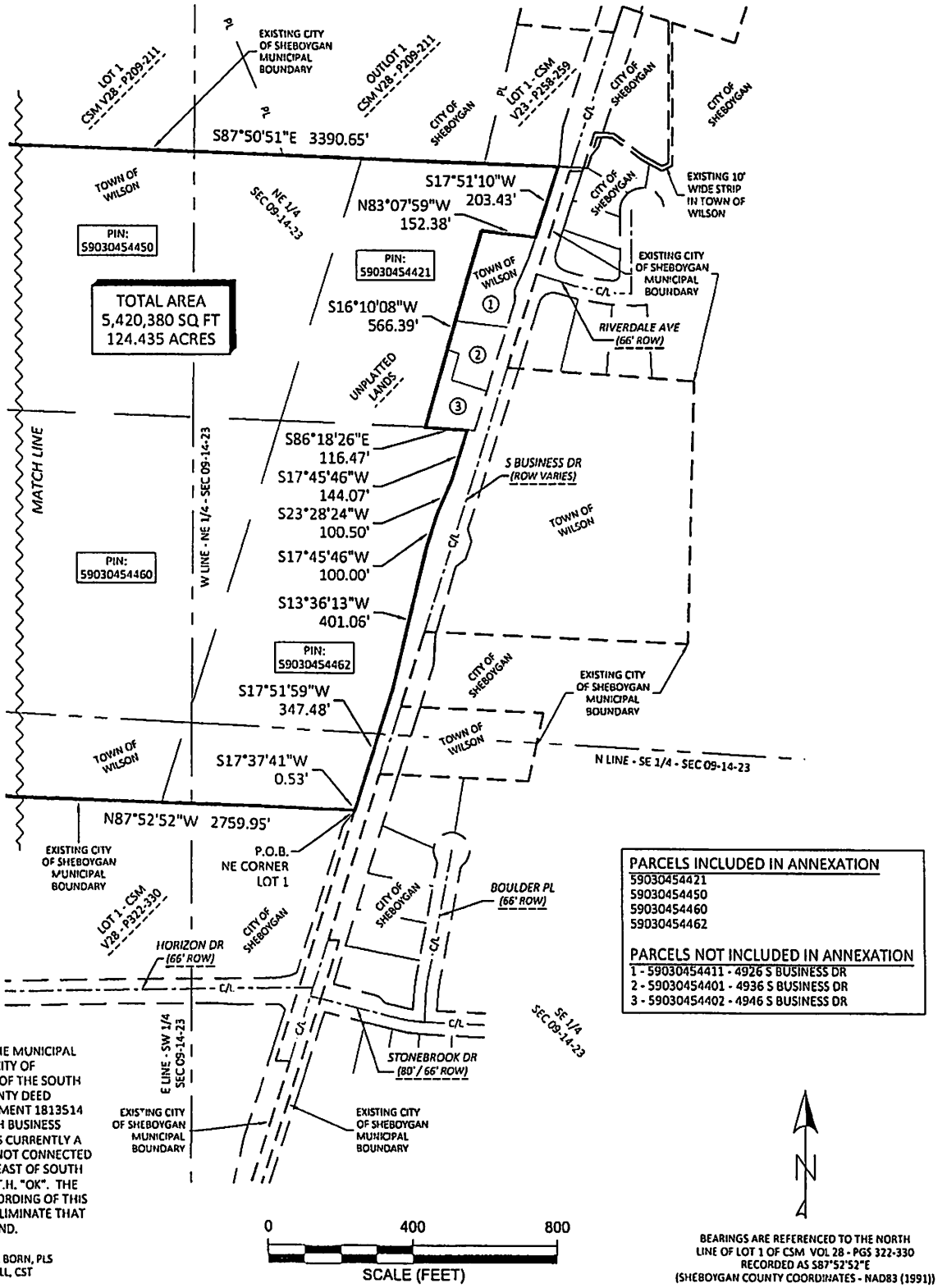
FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOTTED BY - Born, Michael
PLOT DATE - 9/14/2023

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A1 - PROPOSED ANNEXATION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4, ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	1 OF 3



PREPARED BY: MICHAEL P. BORN, PLS
REVIEWED BY: TYLER D. HILL, CST
REV: N/A

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOT DATE - 9/14/2023 PLOTTED BY - Born, Michael

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A2 - PROPOSED ANNEXATION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4, ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	2 OF 3

PROPOSED ANNEXATION LEGAL DESCRIPTION

PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Unplatted lands being part of the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, Southwest 1/4 of the Northwest 1/4, Northwest 1/4 of the Southwest 1/4, Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northwest 1/4 of the Southeast 1/4, and all of the Southeast 1/4 of the Northwest 1/4, all in Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 322 to 330 as document 2061658 in the Sheboygan County Register of Deeds Office, the West Right of Way line of South Business Drive / C.T.H. "OK", and the existing municipal boundary for the City of Sheboygan, thence North 87°52'52" West along the North line of said Lot 1, the South line of lands described in a warranty deed recorded as document 1813514 in said Register of Deeds Office, and the North line of lands described in a warranty deed recorded as document 2001715 in said Register of Deeds Office, a distance of 2,759.95 feet to the East line of lands described in an award of damages document recorded in Volume 520 of Records on Pages 399 to 400 as document 894860 in said Register of Deeds Office and the East Right of Way line of Interstate "43";
thence Northerly 358.43 feet along said East line of lands described in Volume 520 on Pages 399 to 400, the East Right of Way line of Interstate "43", and the arc of a curve to the left having a radius of 49,330.69 feet and a chord which bears North 01°43'40" West a distance of 358.43 feet to a point of tangency;
thence North 01°56'09" West along said East line of lands described in Volume 520 on Pages 399 to 400, the East line of lands described in a warranty deed recorded in Volume 513 of Records on Pages 236 to 237 as document 892250 in said Register of Deeds Office, and said East Right of Way line of Interstate "43", a distance of 1440.43 feet to the North line of said lands described in document 1813514, the South line of Lot 1 of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on Pages 61 to 62 as document 1477612 in said Register of Deeds Office, and said existing municipal boundary;
thence South 87°50'51" East along said North line of lands described in document 1813514, said South line of Lot 1 of a Certified Survey Map recorded in Volume 14 on Pages 61 to 62, the Southerly terminus of the South Taylor Drive Right of Way, the South lines of Lot 1 and Outlot 1 of a Certified Survey Map recorded in Volume 28 of Certified Survey Maps on Pages 209 to 211 as document 2052767 in said Register of Deeds Office, the South line of Lot 1 of Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 258 to 259 as document 1848155 in said Register of Deeds Office, and said existing municipal boundary, a distance of 3,390.65 feet to said West Right of Way line of South Business Drive / C.T.H. "OK";
thence South 17°51'10" West along said West Right of Way line, a distance of 203.43 feet to the South line of said lands described in document 1813514 and the North line of lands described in a warranty deed recorded as document 1343820 in said Register of Deeds Office;
thence North 83°07'59" West along said South line of lands described in document 1813514 and said North line of lands described in document 1343820, a distance of 152.38 feet to the East line of said lands described in document 1813514 and the Northwest corner of said lands described in document 1343820;
thence South 16°10'08" West along said East line of lands described in document 1813514, the West line of said lands described in document 1343820, and the West line of a Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Pages 86 to 87 as document 1714724 in said Register of Deeds Office, a distance of 566.39 feet to the South line of said lands described in document 1813514 and the Southwest corner of Lot 2 of said Certified Survey Map recorded in Volume 20 on Pages 86 to 87;
thence South 86°18'26" East along said South line of lands described in document 1813514 and the South line of said Lot 2, a distance of 116.47 feet to said West Right of Way line;
thence South 17°45'46" West along said West Right of Way line, a distance of 144.07 feet;
thence South 23°28'24" West along said West Right of Way line, a distance of 100.50 feet;
thence South 17°45'46" West along said West Right of Way line, a distance of 100.00 feet;
thence South 13°36'13" West along said West Right of Way line, a distance of 401.06 feet;
thence South 17°51'59" West along said West Right of Way line, a distance of 347.48 feet;
thence South 17°37'41" West along said West Right of Way line, a distance of 0.53 feet to the South line of said lands recorded in document 1813514, the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, said existing municipal boundary, and the Point of Beginning.

The land described above contains 124.435 acres (5,420,380 square feet) of land, more or less.

End of description.

PREPARED BY: MICHAEL P. BORN, PLS REVIEWED BY: TYLER D. HILL, CST

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT B - PROPOSED ANNEXATION
PART OF NW 1/4 - NW 1/4, NE 1/4 - NW 1/4, SW 1/4 - NW 1/4, NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
NW 1/4 - NE 1/4, SW 1/4 - NE 1/4, NW 1/4 - SE 1/4, AND ALL OF SE 1/4 - NW 1/4,
ALL IN SECTION 9, TOWN 14 NORTH, RANGE 23 EAST, TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

Surveyed By	-
Drawn By	MPB
Checked By	TDH
Plot Date	9/14/2023
Project Date	9/14/2023
Sheet No.	3 OF 3

FILE NAME : P:\ENGINEERING\LAND RECORDS\ANNEXATIONS\2021 - 2040\2023\40X - VACANT LAND - 5030 S BUSINESS DR\VACANT LAND - 5030 S BUSINESS DR ANNEXATION.DWG
PLOT DATE - 9/14/2023 PLOTTED BY - Born, Michael

CITY OF SHEBOYGAN
ORDINANCE 23-23-24

BY ALDERPERSONS SALAZAR AND FELDE.

OCTOBER 2, 2023.

AN ORDINANCE amending Section 26-20(c) so as to update the list of public buildings where smoking is prohibited.

WHEREAS, in 2011 the City sold the building located at 833 Center Avenue, and in November, 2022, Uptown Social senior center relocated from 428 Wisconsin Avenue to 1817 North 8th Street, necessitating an update to the Sheboygan Municipal Code.

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

SECTION 1: **AMENDMENT** "Sec 26-20 Smoking Prohibited; Exceptions" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 26-20 Smoking Prohibited; Exceptions

(a) *State law adopted*. The provisions of Wis. Stats. § 101.123(1), (2), (2m), (3), (6) and (9), and all acts amendatory thereof, to the extent applicable within the city, are adopted by reference in this section as if fully set forth herein.
(b) *Designated outdoor smoking areas*. The person in charge of a restaurant, tavern, private club, or retail establishment located in an area subject to this section may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke.
(c) *Prohibited in public buildings*. No person shall smoke in any city-owned or -leased public building or within 25 feet of a main entrance thereof at any time, including, but not limited to, the following:
    (1) City Hall, 828 Center Avenue.
    (2) ~~Public Works Building, 833 Center Avenue.~~ Sheboygan Transit Building, 608 South Commerce.
    (3) Bus Transfer Terminal, across from 828 Pennsylvania Avenue.
    (4) Municipal Service Building, 2026 New Jersey Avenue.
    (5) Fire stations:
        a. Station No. 1, 833 New York Avenue.
        b. Station No. 2, 2413 South 18th Street.

c. Station No. 3, 1326 North 15th Street.
d. Station No. 4, 2622 North 8th Street.
e. Station No. 5, 4504 South 18th Street.

(6) Mead Public Library, 710 North 8th Street.
(7) Uptown Social senior center, ~~Senior Activity Center,~~1817 North 8th Street~~428 Wisconsin Avenue~~.
(8) Marina Administration Building, 821 Broughton Drive.
(9) Youth Boating Center, 619 Broughton Drive.
(10) Deland Park Community Center, 901 Broughton Drive.
(11) Wastewater Treatment Facility, 3333 Lakeshore Drive.
(12) Water Utility Building, 72 Park Avenue.
(13) Any other city-owned or -rented office.
(14) All city-owned or -leased motor vehicles.

(d) *Prohibited in council meetings*. No person shall smoke while in attendance at any public meeting of the common council or in any of its authorized committees regardless of the location of the meeting.

(e) *Removal of signs prohibited*. It shall be unlawful for any person to remove, deface or destroy any legally required no smoking sign.

(f) *Penalties*. The following penalties shall apply to violations of this section as indicated:

(1) Any person who violates the provisions of Wis. Stats. § 101.123(2), as incorporated herein in subsection (a) or (b) of this section, shall be subject to a forfeiture of not less than $100.00 nor more than $250.00 for each violation, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 80 days.

(2) Except as provided in subsection (c)(3) or (4) of this section, any person in charge who violates Wis. Stats. § 101.123(2m)(b) through (d), as incorporated herein in subsection (a) of this section shall be subject to a forfeiture of $100.00 for each violation, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 80 days.

(3) For violations subject to the forfeiture under subsection (c)(2) of this section, if the person in charge has not previously received a warning notice for a violation of Wis. Stats. § 101.123(2m)(b) through (d), as incorporated herein in subsection (a) of this section, the law enforcement officer shall issue the person in charge a warning notice and may not issue a citation.

(4) No person in charge may be required under subsection (c)(2) of this section to forfeit more than $100.00 in total, plus costs of prosecution, for all violations of Wis. Stats. § 101.123(2m)(b) through (d), as incorporated in subsection (a) of this section, occurring on a single day.

(Code 1997, § 70-6; Ord. No. 136-96-97, § 1, 4-14-1997; Ord. No. 9-10-11, § 1, 6-21-2010; Ord. No. 61-10-11, § 1, 4-18-2011; Ord. No. 13-11-12, § 1, 7-5-2011)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan