



# TWELFTH REGULAR COMMON COUNCIL MEETING AGENDA

**September 16, 2024 at 6:00 PM**

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

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"Things turn out best for the people who make the best of the way things turn out." John Wooden

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

Notice of the 12th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, September 16, 2024 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

## OPENING OF MEETING

- 1. Roll Call**  
*Aldersperson Felde may attend meeting remotely*
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**  
*Eleventh Regular Council Meeting held on September 16, 2024*
- 4. Board of Waterworks Commissioner Election**  
*Waterworks commissioner - term to begin on October 1, 2024.*
- 5. Confirmation of Mayoral Appointments**  
*Erin Bremser to be considered for appointment to the Mead Public Library Board of Trustees  
Maiyia Chang to be considered for appointment to the Mayor's International Committee*
- 6. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*
- 7. Mayor's Announcements**  
*Upcoming Community Events, Proclamations, Employee Recognitions*

## CONSENT

- 8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- 9.** R. O. No. 56-24-25 by Board of License Examiners submitting an application for a Building Contractor License already granted.

- [10.](#) R. C. No. 97-24-25 by Public Works Committee to whom was referred Res. No. 68-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services; recommends adopting the Resolution.
- [11.](#) R. C. No. 99-24-25 by Public Works Committee to whom was referred Res. No. 70-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA; recommends adopting the Resolution.
- [12.](#) R. C. No. 100-24-25 by Public Works Committee to whom was referred Res. No. 71-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.
- [13.](#) R. C. No. 101-24-25 by Public Works Committee to whom was referred Res. No. 72-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan; recommends adopting the Resolution.
- [14.](#) R. C. No. 102-24-25 by Public Works Committee to whom was referred Res. No. 74-24-25 by Alderpersons Dekker and Ramey designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application; recommends adopting the Resolution.
- [15.](#) R. C. No. 103-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 28-24-25 by City Clerk submitting a claim from Neng Thao for alleged damages to house when a cut tree fell on it; recommends filing the claim.
- [16.](#) R. C. No. 104-24-25 by Finance and Personnel Committee to whom was referred Res. No. 64-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City; recommends adopting the Resolution.
- [17.](#) R. C. No. 105-24-25 by Finance and Personnel Committee to whom was referred Res. No. 73-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC; recommends adopting the Resolution.
- [18.](#) R. C. No. 107-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 53-24-25 by City Clerk submitting various license applications; recommends granting license #3672 Spices of Sheboygan Downtown, LLC and denying license #3678 1211 Indiana Laundromat, LLC pursuant to Wisconsin Statute 125.32(3m) which state that a Class "B" license may not be granted for any premises where any other business is conducted.
- [19.](#) R. C. No. 108-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 67-24-25 by Alderpersons Rust and La Fave authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024; recommends adopting the Resolution.

## **REPORT OF OFFICERS**

- [20.](#) R. O. No. 54-24-25 by City Clerk submitting a notice of claim from Nora Gerber for alleged injuries resulting from a fall on the boardwalk. REFER TO FINANCE AND PERSONNEL COMMITTEE

- [21.](#) R. O. No. 55-24-25 by City Clerk submitting a claim from Jenny Stephen-Pierce for alleged damages to vehicle when a tree fell on it. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) R. O. No. 57-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [23.](#) R. O. No. 58-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 16-24-25 by Alderpersons Belanger and Ramey and R. O. No. 51-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31st Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER

## RESOLUTIONS

- [24.](#) Res. No. 79-24-25 by Alderpersons Dekker and Rust authorizing a contract between the City of Sheboygan and SysAid Technologies Ltd. for information technology help desk software. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [25.](#) Res. No. 76-24-25 by Alderpersons Dekker, Rust and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2025, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended. REFER TO SHEBOYGAN TRANSIT COMMISSION
- [26.](#) Res. No. 77-24-25 by Alderpersons Belanger and Ramey approving the final plat of the 29<sup>th</sup> Street Subdivision located east of St. Nicholas Hospital on North 29th Street between Superior Avenue and Saemann Avenue. REFER TO CITY PLAN COMMISSION
- [27.](#) Res. No. 78-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [28.](#) Res. No. 80-24-25 by Alderpersons Mitchell and Perrella approving a Financial Policy Handbook. REFER TO FINANCE AND PERSONNEL COMMITTEE

## REPORT OF COMMITTEES

- [29.](#) R. C. No. 106-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 75-24-25 by Alderpersons Dekker and Rust allowing ZWILLING Airstream to be parked in front of Relish Kitchen Store at 811 North 8th Street on October 5, 2024; recommends adopting the Resolution.
- [30.](#) R. C. No. 109-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 17-24-25 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation; recommends adopting the Ordinance.
- [31.](#) R. C. No. 98-24-25 by Public Works Committee to whom was referred Res. No. 69-24-25 by Alderpersons Dekker and Ramey authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina; recommends adopting the Resolution.

## GENERAL ORDINANCES

- 32.** Gen. Ord. No. 18-24-25 by Alderpersons Rust and La Fave amending Section 48-322 of the Sheboygan Municipal Code so as to allow special event applicants to request a Designated Outdoor Refreshment Area as part of their event. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 33.** Gen. Ord. No. 19-24-25 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to update animal ordinances. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**OTHER MATTERS AUTHORIZED BY LAW**

**ADJOURN MEETING**

- 34.** 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

## ELEVENTH COMMON COUNCIL MEETING MINUTES

Tuesday, September 03, 2024

## OPENING OF MEETING

**1. Roll Call**

Alders present: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson (remote), Rust – 8.

Alders excused: Felde and Ramey – 2.

**2. Pledge of Allegiance****3. Approval of Minutes**

Tenth Regular Council Meeting held on August 19, 2024

## MOTION TO APPROVE MINUTES

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

**4. Resignation**

Aubrey Lockwood from the Mayor's International Committee

## MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

**5. Mayoral Appointments – Lays over.**

Erin Bremser to be considered for appointment to the Mead Public Library Board of Trustees

Maiyia Chang to be considered for appointment to the Mayor's International Committee

**6. Confirmation of Mayoral Appointments**

Matt Greenwood to the Director of Information Technology

## MOTION TO CONFIRM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

**7. Announcement**

Board of Water Commissioners election to be held on September 16, 2024 (Term beginning October 1, 2024). Please submit a letter of interest by Thursday, September 12, 2024.

**8. Public Forum – No one spoke.**

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

**9. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**CONSENT****10. 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: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

11. R. C. No. 88-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 50-24-25 by City Clerk submitting various license applications; recommends granting with caveat.

**MOTION TO RECEIVE THE R. C. AND GRANT WITH CAVEAT**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

12. R. C. No. 89-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 36-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.

**MOTION TO RECEIVE THE R. C. AND FILE THE REPORT**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

13. R. C. No. 90-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 38-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.

**MOTION TO RECEIVE THE R. C. AND FILE THE REPORT**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

14. R. C. No. 92-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 264-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 214-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 104-22-23 by City Clerk submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al; recommends filing the document.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

15. R. C. No. 94-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 44-24-25 by City Clerk submitting a claim from Cheyanne Pelzek for alleged damages to vehicle from road construction; recommends filing the claim.

**MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

16. R. C. No. 95-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 2-24-25 by City Clerk a claim from Steven Bastien for alleged damages due to sewer blockage; recommends filing the claim.

**MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

17. R. C. No. 96-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 23-24-25 by City Clerk a claim from Thomas A. Binder for a sewer backup; recommends filing the claim.

**MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

**REPORT OF OFFICERS**

18. R. O. No. 51-24-25 by City Clerk submitting an application for amendment to the official zoning map for the City of Sheboygan from ABG, LLC for property located at 1202 N. 31st Street – Parcel No. 59281213130. REFER TO CITY PLAN COMMISSION
19. R. O. No. 52-24-25 by City Clerk submitting a claim from Pamela A. Wenzel for alleged injuries from a fall due to a crack in the sidewalk. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. R. O. No. 53-24-25 by City Clerk submitting license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**RESOLUTIONS**

21. Res. No. 66-24-25 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan and Shar, Inc. regarding the real estate and building located at 930 North 8th Street.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

22. Res. No. 65-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

23. Res. No. 71-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. REFER TO PUBLIC WORKS COMMITTEE
24. Res. No. 64-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. Res. No. 73-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. Res. No. 68-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services. REFER TO PUBLIC WORKS COMMITTEE
27. Res. No. 67-24-25 by Alderpersons Rust and La Fave authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
28. Res. No. 69-24-25 by Alderpersons Dekker and Rust authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina. REFER TO PUBLIC WORKS COMMITTEE
29. Res. No. 70-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA. REFER TO PUBLIC WORKS COMMITTEE
30. Res. No. 72-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan. REFER TO PUBLIC WORKS COMMITTEE



- 31. Res. No. 74-24-25 by Alderpersons Dekker and Ramey designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application. REFER TO PUBLIC WORKS COMMITTEE

**REPORT OF COMMITTEES**

- 32. R. C. No. 87-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 62-24-25 by Alderpersons Rust and La Fave authorizing the Fire Chief to accept and expend funds received from the U.S. Department of Homeland Security – Federal Emergency Management Agency (“FEMA”) in the amount of \$361,739.89 from the Assistance to Firefighters Grants (AFG) program to purchase six Cardiac Monitors; recommends amending the Resolution so as to purchase seven monitors and increase and decrease the funding as follows:

INCREASE:  
 Capital Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700) \$397,913.88  
 Capital Fund - Federal Other Grants (Acct. 400-433000) \$361,739.89  
 Capital Fund - Property Tax Levy (Acct. No. 400-411100) \$36,173.99  
 DECREASE:  
 General Fund – Fire & EMS - Full-Time Regular Salaries (Acct. No. 101220-510110) \$36,173.99  
 General Fund - Property Tax Levy (Acct. No. 101-411100) \$36,173.99.

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION  
 Motion made by Rust, Seconded by La Fave.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 33. R. C. No. 91-24-25 by Public Works Committee to whom was referred Res. No. 61-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Rust.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 34. R. C. No. 93-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 63-24-25 by Alderpersons Mitchell and Perrella authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2021 real estate tax for Parcel No. 59281479013; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION  
 Motion made by Mitchell, Seconded by Perrella.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

**GENERAL ORDINANCES**

- 35. Gen. Ord. No. 16-24-25 by Alderpersons Belanger and Ramey amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31st Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION
  
- 36. Gen. Ord. No. 17-24-25 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY

**OTHER MATTERS AUTHORIZED BY LAW – None**

**ADJOURN MEETING**

- 37. Motion to Adjourn

MOTION TO ADJOURN AT 6:17 PM  
Motion made by Dekker, Seconded by Rust.  
Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

Dear President Dekker, Mayor Sorenson, and Council Members,

My name is Richard Dale, and I am respectfully submitting my name to again serve as a member on the Sheboygan Board of Waterworks Commissioners. I'm currently finishing my first term as a member of the Board. I have resided in the City of Sheboygan for 35 years and raised my family here.

I graduated from the University of Wisconsin–Madison, and I am a retired Civil Engineer. I worked for 12 years at two private engineering consulting firms and then worked for 21 years as Distribution Supervisor with the Sheboygan Water Utility. I enjoyed working with the Water Utility and with the City of Sheboygan staff while I was there.

I have over 35 years of experience as a Civil Engineer and in the field of land surveying.

The opportunity to serve on the Board appeals to my continuing interest in the Water Utility and the development of our community. I have enjoyed being involved with Water Utility improvement projects and in the maintenance and replacement of critical water infrastructure. I realize it is important to make prudent investment in the water system while also maintaining economical water rates.

My overall civil engineering and municipal experience would be an asset to the Board of Waterworks Commissioners, and I would be honored to serve the community in this way for another term.

I appreciate your consideration of me for this position.

Sincerely,

Richard Dale  
920-457-1365  
3811 N. 12<sup>th</sup> Street  
Sheboygan, WI 53083  
rdale5@charter.net



August 29<sup>th</sup> 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Erin Bremser to be considered for appointment to the Mead Public Library Board of Trustees
- Maiyia Chang 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](http://www.sheboyganwi.gov)

**CITY OF SHEBOYGAN  
R. O. 56-24-25**

**BY BOARD OF LICENSE EXAMINERS.**

**SEPTEMBER 16, 2024.**

Submitting an application for a Building Contractor License already granted.

3241            Jeffrey R Grunewald            Carpenter Contractor  
                  N8400 Hwy 42  
                  Sheboygan, WI 53083-5221

**CITY OF SHEBOYGAN  
R. C. 97-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 68-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 68-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services.

WHEREAS, the City’s current contract for refuse and recyclables material transfer and tipping services expires December 31, 2024 and allows for a five-year extension, which, if entered into, would hold current 2024 prices for year 2025 which is estimated to be a reduction of \$60,000 in year 2025; and

WHEREAS, City staff believes that this five-year extension is in the City’s best interest and that GFL Environmental LLC possesses the requisite skill, labor, and materials to provide appropriate refuse and recycling services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign the attached agreement with GFL Environmental LLC, in form substantially similar to the attached, after the City Attorney’s Office has approved the final agreement.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from the following accounts to pay for the services rendered:

- General Fund – Sanitation – Transfer Station Tipping (Account No. 101362-533125)
- Recycling Fund – Recycling – Transfer Station Tipping (Account No. 632363-533125)

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

## **5 year extension of Original Agreement Between the City of Sheboygan and GFL Environmental LLC**

For Residential Refuse and Recyclables Material Transfer and Tipping Services

This Agreement (“Agreement”) is made and enter effective January 1,2025 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and GFL Environmental LLC (“GFL Environmental”)

**WITNESSETH:**

**WHEREAS**, the City desires to contract with an entity to provide necessary services, set forth in Article I of the Agreement, related to residential refuse and recyclable material transfer after the residential and recyclable material has been collected by the City (the “Services”)

**WHEREAS**, GFL Environmental desires to provide the Services to the City pursuant to the terms of this Agreement.

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

**Article 1. Scope of Services**

GFL Environmental shall furnish all facilities, labor, equipment, materials, and transportation equipment required to preform the Services set forth in the Agreement. All Services performed by GFL Environmental pursuant to this Agreement shall be compliant with all applicable laws, including WDNR and ETA rules and regulations.

Specifically, GFL Environmental shall provide the following Services to the City:

1. Recycling: The City will deliver residential recyclables – (a) aluminum containers, (b) bi-metal containers, (c) corrugated paper or other container board, (d) glass containers, (e) magazines, newspapers, and office paper, (f) plastic containers made of PETE, HDPE, PCV, LDPE, or PP, (g) steel containers, and (h) any other item required by state law to be recycled – it has collected within the City of Sheboygan’s corporate limits to GFL Environmental’ s transfer station located at 115 Birch Rd, Sheboygan Falls, Wisconsin (the “Transfer Station”). After the City has delivered the residential recyclables, GFL Environmental shall provide all necessary (including transportation, and processing, and marketing) so that the residential recyclable are processed in accordance with all applicable laws.
2. Waste: The City will deliver residential waste it has collected within the City of Sheboygan’s corporate limits to the Transfer Station. After the City has delivered the residential waste, GFL Environmental shall provide all necessary services (including transportation and disposal) so that the residential waste is disposed of in accordance with all applicable laws.

By way of estimate only, the City Estimates that is will deliver 3,312 tons per year of residential recyclables, 13,318 tons per year of residential waste, and 1,151 tons per year of City of Department of Public Works operations solid waste (such as street sweepings, catch basin debris, park refuse and hydro vacuum debris) to the Transfer Station each year of this



Agreement. The parties agree that waste does not include, and the City shall not deliver, any hazardous waste, materials or substances or any materials the Transfer Station is not permitted to accept.

Recycling and Waste will generally be delivered to the Transfer Station five days per week (Monday through Friday). From time to time when there is a weather event or holiday that delays the City’s collection services, Recycling and Waste may be delivered to the Transfer Station on a Saturday; provided, however that the City must notify GLF Environmental at least 24 hours in advance.

- 3. Dumpsters: On a schedule requested by the City, GFL Environmental will provide thirty cubic yard dumpsters to the City in order to facilitate neighborhood clean-up projects. Dumpsters shall be picked up and delivered on agreed Monday through Sunday.

**Article 2. Cost**

GFL Environmental shall provide Services on the Following Cost schedule:

- 1. Waste: \$40.98/ton, plus \$13/ton Federal and State Fees)
  - 2. Recycling: \$105.38/ton
  - 3. Street Sweepings: \$40.98/ton, plus \$13/ton Federal and State Fees)
  - 4. Bulky Items: \$53.98/ton (include \$13/ton Federal and state fees)
  - 5. Dumpsters: \$198.28/ container, plus \$53.98/ton (include \$13/ton Federal and state fees)
- 

-The City shall make commercially reasonable efforts to ensure bagged recyclables are not provided to GFL Environmental at the Transfer Stations. Bagged Recycling will be considered contaminated.

This cost schedule shall apply until December 31, 2025. On January 1, 2026 and each subsequent year of this Agreement, GFL Environmental may adjust the fees set forth above pursuant to the United States Department of Labor, Bureau of Labor Statistics’ “National Consumer Price Index for Water ad Sewer Trash Collection Services” Rate at the figure published on July 1 compared to the previous figure published on July 1, to take effect for the next year calendar. Thus, for example, the July 1, 2025 rate (compared to the July 1,2024 rate) will be used to determine the rate for the Calendar Year 2026. GFL Environmental shall provide documentation to the City regarding its calculation before this increase shall take effect. In no event shall the fee increase by more than 5% for any year.

GFL Environmental shall invoice or bill the City no more frequently than monthly. Invoice shall be sent to:

Joel Kolste  
City of Sheboygan  
Department of Public Works  
2026 New Jersey Ave.  
Sheboygan, WI 53081

The City shall make payment within forty-five days of receipt of an Invoice.

The City and GFL Environmental share a goal of limiting the contamination in the residential recyclable the City delivers to the Transfer Station. GFL Environmental shall determine the contamination rate of the residential recyclables. GFL Environmental and the City shall work together to reduce the contamination rate of the residential recyclables delivered to the Transfer Station. So long as the contamination rate is 10% contamination or less, no contaminated recycling surcharge may be imposed. If the contamination rate is more than 10% contaminated, GFL Environmental will—for a particular contaminated delivery of residential recycling—charge the City a contaminated recycling surcharge of \$150/ton, in addition to the charge for recycling set forth above. GFL Environmental shall provide photographic evidence of the contaminated residential recycling to the City.

Below is an example of how contamination charges will be calculated and applied:

3.0 tons or 6,000 pound load @ 20% Contamination level = .06 tons or 1,200 pounds of contamination.

1<sup>st</sup> 10%, or 600 pounds, or 0.3 tons is acceptable and not chargeable

2<sup>nd</sup> 10%, or 600 pounds, or 0.3 tons will be charge at a rate of \$150.00/ton  
 .3 tons x \$150.00 = \$45.00 contamination charge

### **Article 3: Term of Agreement**

This Agreement shall govern all Services occurring After January 1, 2025 and before December 31, 2029, unless terminated or extended pursuant to this Agreement.

The Agreement may be extended for an additional five years by mutual agreement of the parties. Such an extension will extend the agreement until December 31, 2034 (the “Extension”). If the City wishes to exercise the Extension, it may provide notice to GFL Environmental by July 30, 2034. The City may include a written proposal of terms and conditions for the continuation of the contract (the “Continuation Proposal”). The Continuation Proposal may propose new terms and conditions based upon changes in legislation regarding solid waste and recycling or any other charge that would affect the administration of the Services pursuant to the Agreement. Contractor shall respond to any Continuation Proposal within thirty (30) days of its receipt, indicating; (1) its acceptance of the Continuation Proposal (2) its rejection of the Continuation Proposal; of (3) its willingness to negotiate regarding the Continuation Proposal. If Contractor does not respond, it is a rejection of the Continuation Proposal.

### **Article 5: GFL Environmental’ s Obligations**

In providing the Services set forth in Article 1, GFL Environmental Shall:

1. Provide a facility that will accept City generated solid waste, including waste from the City’s public works operations, which meets WDNR and EPA rules and regulations for solid waste transfer stations, and is licensed as such.
2. Provided a facility that will accept City generated residential single stream recyclables, specifically: cardboard, all other paper, aluminum/beverage cans, and any other residential recyclable material mandated by WDNR and EPA to be collected.

3. Provide a facility that will control waste to avoid health and nuisance problems and meet all applicable criteria set forth by WDNR, EPA, and any applicable local zoning or land use regulations.
4. Provide a facility that will provide safe working conditions for City workers and vehicles and equipment, as well as GFL Environmental's employees and the general public.
5. Haul, sort, and otherwise process and market or dispose of all materials delivered to the Transfer Station in accordance with all applicable rules, laws, orders, regulations, policies, and any other provisions as promulgated, adopted, passed, or provided by federal, state, or municipal government.
6. Provide access to the Transfer Station to City vehicles Monday through Friday from 7:30 a.m. to 5:00 p.m., and upon request on Saturday following holidays or snow emergencies. The average total time at the Transfer Stations for a City vehicles delivering waste and recyclables shall not exceed twenty minutes as a result of GFL Environmental's operations.
7. In the event of emergency conditions declared by the City, and proper and adequate notification by the City (which shall be made by phone call) , GFL Environmental shall keep the Transfer Station open for receipt of waste or recyclables from such emergency.
8. Make ready and have available adequate equipment, forces and materials to start work on the First day of the Term of this Agreement, set forth in Article 4.
9. Provide tipping record receipts for each load dumped that provide the amount of materials dumped (waste and recycling), date, time, and truck number.
10. Provide annual, quarterly, and monthly reports that provide the tonnage of waste and recycling in sufficient detail to meet WDNR and any other reporting requirement imposed on the City. The monthly report shall be provided no later than 15 calendar days after the end of the month. These reports shall consist of the following:
  - a. Tonnage of Solid Waste
  - b. Price per ton of Solid Waste
  - c. Tonnage of Recycling
  - d. Price per ton of Recycling
  - e. Any other data required under WDNR, EPA, or any other governmental regulations or guidelines, or the City's Grant from the Recycling partnership.
11. Provide ad hoc reports as requested by the City, if agreed upon with the Contractor.
12. Adhere to all applicable WDNR regulations, including those under NR 544.
13. Adhere to all applicable WDNR procedures, and any applicable law regarding solid waste reduction, recovery, and recycling with respect to the final disposition of materials.
14. Secure all licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
15. Provide adequate supervision of its employees in connection with the details of their work and the hours of their employment.
16. Ensure qualified persons perform the Services specified in this Agreement.

#### **Article 6. City Rejection of Facility**

GFL Environmental intends to send the City's Recycling to GFL Environmental Wisconsin MRF in Mayville, Wisconsin. IF the MRF fails to obtain or loses WDNR approved certification status, GFL Environmental shall provide materials transportation to another WDNR approved and certified facility for recycling or

recyclables under this Agreement. If GFL Environmental is unable to do so, the City may terminate this Agreement and contract with another entity for the Services provided under this Agreement. If the Cost of the replacement Services exceed the amount set forth in the Agreement, GFL Environmental shall provide damages to the City for the remainder of the Term of Agreement equal to the difference between the price per ton paid under any replacement agreement and the price per ton paid under this Agreement.

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2 Notification shall be adequate if it is made when the Transfer Station is currently open. The City Shall provide notification to GFL Environmental as soon as practicable after the declaration of emergency conditions.

#### **Article 7. Performance Bond**

GFL Environmental shall provide the City with a performance bond, made payable to the City of Sheboygan, Wisconsin, in an amount equal to 100% of the estimated annual fee for the Services, executed by a surety company authorized to do business in the State of Wisconsin.

GFL Environmental shall adjust their performance bond annually to accommodate potential changes in the tipping fees and solid waste and recyclables disposal tonnages. Performance bonds are required for the proception of the City of Sheboygan and its taxpayers against failure of the contractor to complete the contract.

In the even that the successful proposer fails to perform or abandons the contract, the City of Sheboygan shall have the contract completed as expeditiously as possible and shall bring action against the bond for the additional expenses and administrative time expended.

#### **Article 8. General Provisions**

1. **Headings.** The numbers and captions of the Various Articles and Sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
2. **Force Majeure.** The term “Force Majeure” as used in this Agreement means acts of God, war, strikes, or other industrial disturbances, acts of a public enemy, blockades, insurrections, or riots, epidemics, landslide or floods, earthquakes, fires, storms, arrests, civil disturbances, explosions, and other causes beyond the control of the parties herein. Should GFL Environmental be delayed or prevented in whole or in part, from performing its obligations under this Agreement as a result of any force majeure GFL Environmental shall be excused from performing such obligations while GFL Environment is so prevented. GFL Environmental shall provide notice of the force majeure even as soon as it is practicable.
3. **Neither Party the Drafter.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the term hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting of this Agreement.
4. **Non-Appropriation.** If funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity –including the City

itself—to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

5. **Waiver.** No failure of either party to enforce a term of the Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of the Agreement shall be considered a waiver of any other term or breach thereof.
6. **Severability.** The invalidity, illegality, or unenforceability of any provisions of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provisions shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to Replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
7. **Breach and Termination.**
  - a. If for any reason, GFL Environmental shall fail to fulfill in a timely and proper manner, its material obligations under the terms of this Agreement, or if GFL Environmental shall fail to fulfill in timely and proper manner any of the material covenants or stipulations in this Agreement, the City shall give written notice of the breach to GFL Environmental.
  - b. The written notice shall state the failure to fulfill in a timely and proper manner the material obligations and the corrective action to be taken within a reasonable time established by the City. If GFL Environmental fails to take such corrective action, the City shall have the right to terminate the Agreement by providing thirty (30) days' notice to GFL Environmental.
  - c. GFL Environmental shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by GFL Environmental the City shall have the right to terminate this Agreement providing a thirty (30) days' notice GFL Environmental.
  - d. GFL Environmental becoming listed on any debarment list or similar list shall constitute cause for termination of this Agreement upon thirty (30) days' notice.
8. **Third Party Rights.** Nothing in this Agreement shall construed to give any rights of or benefits to anyone other than the City and GFL Environmental.
9. **Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under the Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin or the applicable federal court.
10. **Document Retention.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. GFL Environmental acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement unless they are destroyed earlier pursuant to GFL Environmental's document retention policies. In the even records are destroyed prior to seven (7) years after receipt of final payment under the Agreement, GFL

Environmental shall indemnify, defend, and hold the City harmless from any claim, demand, settlement, judgment, or other expense related to the destruction of the record, even if the record is destroyed pursuant to GFL environmental document retention policy.

**11. Insurance.**

- a. **General Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such general Liability insurance as shall protect GFL Environmental from claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage. This insurance shall cover damage that arises from operations under the Agreement, whether such operations are by GFL Environmental or an subcontractor of anyone directly employed by either of them. The minimum acceptable limit of coverage to be provided by such general liability insurance shall be: \$2,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.
- b. **Automobile Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such comprehensive automobile liability insurance as shall protect GFL Environmental against claims for damage resulting from: (1) bodily injury, including wrongful death; and (2) property damage. This insurance shall cover damage that arises from the operations of any owner, hired, or non-owned automobiles used by or for GFL Environmental in any capacity in connection with the fulfillment of the Agreement. The minimum acceptable limit of coverage to be provided by such comprehensive automobile liability insurance shall be a Combined Single Limit of \$2,000,000 per accident.
- c. **Workers Compensation and Employer's Liability.**
  - i. GFL Environmental shall maintain during the life of this Agreement such worker's compensation insurance as shall protect GFL Environmental under the State of Wisconsin's workman's compensation laws. This Policy shall provide the statutorily required coverage.
  - ii. GFL Environmental shall maintain during the life of this Agreement such insurances as shall protect GFL Environmental against claims for injury, disease, or death of its Employees which, for any reason, may not fall within the provisions of the workmen's compensation claim. This policy shall include an "all states" endorsement and shall have minimum acceptable limit of coverage of \$2,000,000.
- d. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- e. The insurance limits set forth in the Section are minimum. It shall be the responsibility of GFL Environmental to always maintain adequate insurance coverage. Failure of GFL Environmental to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Each insurance policy required by this Agreement shall provide that at least ten (10) days advanced written notice to the City will be provided before any policy is hanged or cancelled.

- g. In the Even that the City consents to a subcontractor providing services under this Agreement, the subcontractor shall also maintain insurance in the amounts set forth in this Section.
12. **Non-Discrimination.** Subject to Wis. Stat. § 111.31 to Wis. Stat. § 111.36, GFL Environmental shall not engage in any act of discrimination as specified in in Wis. Stat. § 111.322 against any individual. GFL Environmental shall not discriminate against any person seeking employment, or in their employment or separation therefrom on the basis of sex, race, color, religion, national origin, age, handicap, marital status, ancestry, arrect record, conviction record, veteran status, or the use or non-use of lawful products off of GFL Environmental' s premises during non-working hours. This provision shall include, but no be limited to, the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, GFL Environmental agrees, upon request, to give an affidavit the GFL Environmental has not and will not engage in any act of employment discrimination during the term of this Agreement.
  13. **No Collusion.** GFL Environmental certifies that the prices in its quote were arrived at independently, without competition, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor. No attempt was made to induce any other person, partnership, or corporation to submit or not to submit a quote to the City of these Services for the purpose of restricting competition.
  14. **Conflict of Interest.** GFL Environmental declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Servies under this agreement. GFL Environmental agrees that no person having any such interest shall be employed in the performance of this Agreement.
  15. **Assignment.** Neither the City nor GFL Environmental shall assign any rights or duties under the Agreement without the prior written consent of the other party.
  16. **Identity of GFL Environmental.** GFL Environmental acknowledges that one of the primary reasons for its selection by the City to perform the Servies is the qualifications and experience of GFL Environmental. GFL Environmental this agrees that the Servies to be preformed pursuant to this Agreement shall be performed by GFL Environmental. GFL Environmental shall not subcontract any part of the Services without prior written permission of the City. The City's Director of Public Works shall have the ability to provide written permission. The City reserves the right to reject any of GFL Environmental' s personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
  17. **Independent Contractor.** During the entire term of the Agreement, GFL Environmental shall be independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. GFL Environmental shall be solely responsible for the payment and reposting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
  18. **Indemnification.** GFL Environmental shall indemnify, defend, and hold harmless the City of Sheboygan, its employees, offices, and agents from the again all claims, damages, losses, and

expenses, including attorney fees arising from deaths or accidents or destruction of tangible property including the loss of the use resulting therefrom, resulting to employees of GFL Environmental, or its subcontractors, in the work contemplated and done under the contact, and to indemnify and hold harmless the City of Sheboygan, and its employees, offices, and agents, from and against all claims, damages, losses, and expenses, including attorney’s fees, decrees, or judgements whatsoever, but only to the extent the claim, damage, loss or expense arises from a negligent act, omission, failure, or neglect of GFL Environmental, its subcontractors, or agents, servants, and employees, or other persons under its supervision of direction in the performance of any work under the terms of this contract.

- 19. **Notice.** Any notice required by the Agreement shall be made in writing to the individuals/ addresses specified below:

City:	GFL Environmental:
City Clerk	Timothy Mueller
City of Sheboygan	GFL Environmental
828 Center Ave.	428 High St.
Sheboygan, WI 53083	Chilton, WI 53014

Nothing contained in this section shall be construed to restrict the transmission or routine communication between representatives of the City and GFL Environmental.

- 20. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation in transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 21. **Intent to be Bound.** The City and GFL Environmental each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.
- 22. **Authority.** Each person executing this Agreement on behalf of a party hereto represent and warrants to the other party: That the execution and delivery of this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 23. **Integration and Modification.** This Agreement represents the entire and integrated agreement between the City and GFL Environmental. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment sign by both parties hereto.

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



CITY OF SHEBOYGAN, WI

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

ATTEST: \_\_\_\_\_  
Meredith Debruin, City Clerk

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

GFL ENVIRONMENTAL

BY: \_\_\_\_\_  
Mike Stoeckigt, Area Vice President

BY: \_\_\_\_\_  
Tim Mueller, General Manager

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

**CITY OF SHEBOYGAN  
R. C. 99-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 70-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA; recommends adopting the Resolution.

Committee:

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 70-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Lease Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

## AMENDMENT TO LEASE AGREEMENT

BETWEEN:

**City of Sheboygan**

("CITY")

**Ellwood H. May Environmental Park Association of Sheboygan County, Inc.**

("MPA")

AND

**Sheboygan County YMCA**

("YMCA")

## Background

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park, to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease was renewed for the 2022-23 school year. It was renewed again for the 2023-24 school year, with an amendment to the lease agreement signed in 2023 which increased the annual rent to \$10,500 per year and modified the Lease terms to provide for later due dates for the semiannual payments (December 31 and June 30).

For 2024-25, the parties wish to add provisions dealing with late payments.

## Terms

The parties agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payments received more than thirty (30) days after the dates provided in this Paragraph shall include a monthly late fee of 2% of the total invoice amount. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Sheboygan**

**Sheboygan County YMCA**

\_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Donna Wendlandt, CEO

\_\_\_\_\_  
Meredith De Bruin, City Clerk

\_\_\_\_\_  
Jeremiah Dentz, Executive Director of Camp Y-Koda

**Ellwood H. May Environmental Park Assoc.**

\_\_\_\_\_  
Kendra Kelling, Director

\_\_\_\_\_  
Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. \_\_\_\_-24-25.

**CITY OF SHEBOYGAN  
R. C. 100-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 71-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 71-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement is for the 2024-2025 school year and commences on September 3, 2024.

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

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

LEASE AGREEMENT

BETWEEN:

**City of Sheboygan**

("CITY")

**Ellwood H. May Environmental Park Association of Sheboygan County, Inc.**

("MPA")

AND

**Sheboygan Area School District (SASD)**

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

**Leased Property**

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

**Term**

5. The term of the Lease commences at 8:00 a.m. on September 3, 2024 and ends at 3:00 p.m. on June 4, 2025.

**Rent**

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,194.44 per month (the "Rent").



7. SASD will pay the Rent by check or electronic transfer on or before the 15<sup>th</sup> of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2024 for the rental month of September, 2024. Payment shall be made to MPA by the Environmental Park Director (“Director”). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City (“MOU”).

## Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

## Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

## Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

## Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

## Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

## Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

## Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

## Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

## Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

## Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

## Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

## Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

General Provisions

- 34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City’s or MPA’s rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City’s rights or MPA’s rights in respect of any subsequent default or breach.
- 36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
- 37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
- 38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD’s financial institution.
- 40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
- 42. This Lease constitutes the entire agreement between Parties.
- 43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_ day of \_\_\_\_\_, 2024.

**City of Sheboygan**

**Ellwood H. May Environmental Park Assoc. of Sheboygan County, Inc.**

\_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Martha Steinbruecker, President

\_\_\_\_\_  
Meredith De Bruin, City Clerk

**Sheboygan Area School District**

\_\_\_\_\_  
Jacob Konrath, Superintendent

Authorized by the City of Sheboygan pursuant to Res. \_\_\_-24-25.

**CITY OF SHEBOYGAN  
R. C. 101-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 72-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 72-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan.

WHEREAS, the City desires to remove 227 primarily Ash trees from Jaycee Quarryview Park, which are unsafe due to infestation of Emerald Ash Borer, and has received an Urban Forestry Grant to fund the removal from the State of Wisconsin Department of Natural Resources; and

WHEREAS, the City issued Request for Bids # 2059-24 specifying the requirements for the removal of the trees: and

WHEREAS, the City received a total of five bids for the project from vendors having the proper qualifications to perform the work and following a review of the bids staff has determined that the lowest bid submitted meets or exceeds all of the requirements.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into Contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal of 227 trees located in Jaycee Quarryview Park, including lawful disposal and restoration in accordance with the specifications, in the amount of \$34,237.50.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$34,237.50 from Account No. 400300-641150 (Capital Projects-Public Works-Improvements Other Than Buildings) for the purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN  
AND  
MUELLER LAWN MANICURING, LLC  
FOR THE REMOVAL OF TREES LOCATED WITHIN JAYCEE QUARRYVIEW PARK  
IN THE CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Mueller Lawn Manicuring, LLC a Wisconsin limited liability corporation located at 714 North Ave, Sheboygan, WI 53083 (“Contractor”).

**WITNESSETH:**

WHEREAS, the City desires to have removed from Jaycee Quarryview Park 227 trees, primarily Ash, which are either dead or dying as a result of the Emerald Ash Borer scourge; and

WHEREAS, the City issued Request for Bids # 2059-24 to obtain bids from qualified providers of Tree Removal Services (“Services”); and

WHEREAS, upon review, the City has determined that Contractor’s bid is the lowest responsive and responsible bid for the Services; and

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

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

**Article 1. Scope of Services**

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan projects.

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

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public park land impacted by the project shall remain open to use by the public with possible short-term closures of certain areas to accommodate the safe removal of the trees.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete removal and disposal of 227 trees, including logs and branches with the stumps cut to a level of not more than three inches above ground height. Such trees have or will be marked by the City Forester or otherwise communicated to Contractor.
- The proper handling of all materials generated during the removal process, which may include logs, tops and brush as detailed in the Request for Bids.
- The removal and lawful disposal of all materials. The regulations governing this handling can be found in the Request for Proposals.
- The removal and disposal of various trees on the property including logs, tops and brush and the associated restoration following removal.
- Property restoration of areas disturbed by the Services including filling of ruts or holes, smoothing, grading, etc. Returning the disturbed areas and work sites to substantially similar condition as prior to the work.

**Article 2. Standard of Care**

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

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

**Article 3. City's Representative**

The City designates Timothy Bull, City Forester, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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



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

The City shall pay Contractor for the Services an amount not to exceed \$ 34,237.50 (“Contract Amount”). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

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

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

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

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

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

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

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

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond**

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

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

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

**Article 7. Schedule**

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

Contractor shall complete the services within 100 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent

to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline (December 11, 2024) or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

**Article 9. Quality of Materials**

All material used shall be cleaned and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact recreational or Maintenance activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith.

**Article 10. Safety Requirements**

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

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

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

**Article 11. Open Records**

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

## **Article 12. Termination**

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

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

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

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

## **Article 13. Default**

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

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

- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

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

**Article 14. Identity of Contractor**

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

**Article 15. Independent Contractor Status**

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

**Article 16. Indemnification**

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

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

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

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-

contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

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

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

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

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

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

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

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

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk	Mueller Lawn Manicuring, LLC
City of Sheboygan	Ryan Mueller, Owner
828 Center Ave.	714 North Ave.
Sheboygan, Wisconsin 53081	Sheboygan, WI 53083

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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



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

1. This Agreement and its Attachments and Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2059-24
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

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

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

**Article 30. Non-Collusion**

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

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

**Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to

this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

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

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

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

**Article 34: Exhibits**

The following Exhibits are attached hereto and made part of this agreement:

Exhibit # 1 Request for Bids # 2059-24

Exhibit # 2 Bid submission by Contractor including Bid Security

Exhibit # 3 Performance and Payment Bonds

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

**CITY OF SHEBOYGAN, WISCONSIN**

**MUELLER LAWN MANICURING, LLC**

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

**BY:** \_\_\_\_\_  
Ryan Mueller, Sole Owner

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

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

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

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

**CITY OF SHEBOYGAN  
R. C. 102-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 74-24-25 by Alderpersons Dekker and Ramey designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 74-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant's behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2025, the maximum amount of which is \$25,000, and which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City's share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2025 budget for the City's share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2025 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, and the Common Council has appropriated the necessary funding, the Finance Director may draw up to \$50,000 from Account No. 101695-641150 (General Fund – Forestry – Contracted Services) and Account No. 101695-641150 (General Fund – Forestry – Trees/Forestry) to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

BE IT FURTHER RESOLVED: That if the grant application is awarded by WI DNR, the Authorized Representative is permitted to execute the grant agreement upon approval by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

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. 103-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred R. O. No. 28-24-25 by City Clerk submitting a claim from Neng Thao for alleged damages to house when a cut tree fell on it; recommends filing the claim.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 28-24-25**

**BY CITY CLERK.**

**JULY 15, 2024.**

Submitting a claim from Neng Thao for alleged damages to house when a cut tree fell on it.



DATE RECEIVED

7/1/2024

RECEIVED BY

MKC

CLAIM NO.

4-24

Item 15.

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: NENG THAO
- 2. Home address of Claimant: 1213 TRIMBERGER CT SHEBOYGAN WI, 53081
- 3. Home phone number: (920) 912-0251
- 4. Business address and phone number of Claimant: NA
- 5. When did damage or injury occur? (date, time of day) 06/14/24, 10:51 AM
- 6. Where did damage or injury occur? (give full description) IT OCCURED IN FRONT OF MY HOUSE ON 1213 TRIMBERGER CT, SHEBOYGAN WI 53081.
- 7. How did damage or injury occur? (give full description) EMPLOYEES CUT A TREE NEAR THE FRONT OF MY HOUSE AND THE TREE FELL INTO THE FRONT SIDE OF MY HOUSE.
- 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: NA
  - (b) Claimant's statement of the basis of such liability: NA
- 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: NA
  - (b) Claimant's statement of basis for such liability: NA

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

Item 15.

THERE ARE DAMAGE ON THE ROOF, DENT ON EDGES OF THE ROOF, RAIN GUTTER, AND GARDEN LIGHT.

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

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

Auto: \$ NA

Property: \$ 5,000

Personal injury: \$ NA

Other: (Specify below) \$ NA

**TOTAL** \$ ~~NA~~ 5,000

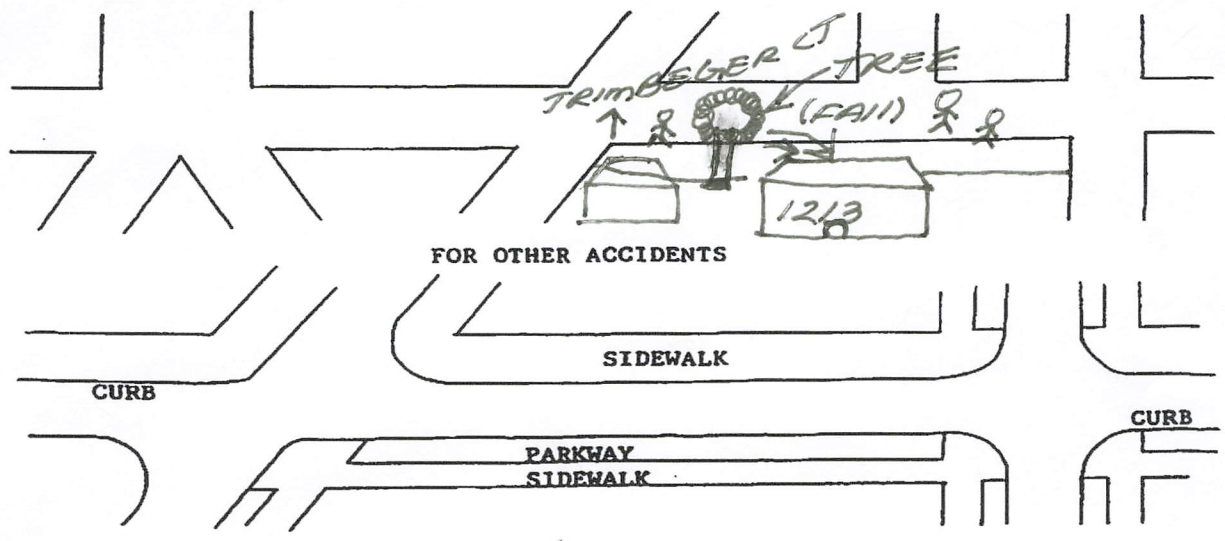
Damaged vehicle (if applicable)

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 Nery A DATE 7-1-24

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

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

Item 15.

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

CLAIM

Claimant's Name:	<u>NENG THAO</u>	Auto	\$ <u>NA</u>
Claimant's Address:	<u>1213 TRIMBERGER</u>	Property	\$ <u>5,000</u>
	<u>CT SHEBOYGAN WI 53081</u>	Personal Injury	\$ <u>NA</u>
Claimant's Phone No.	<u>920-912-0251</u>	Other (Specify below)	\$ <u>NA</u>
			<b>TOTAL</b> \$ <u>5,000</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 5,000.

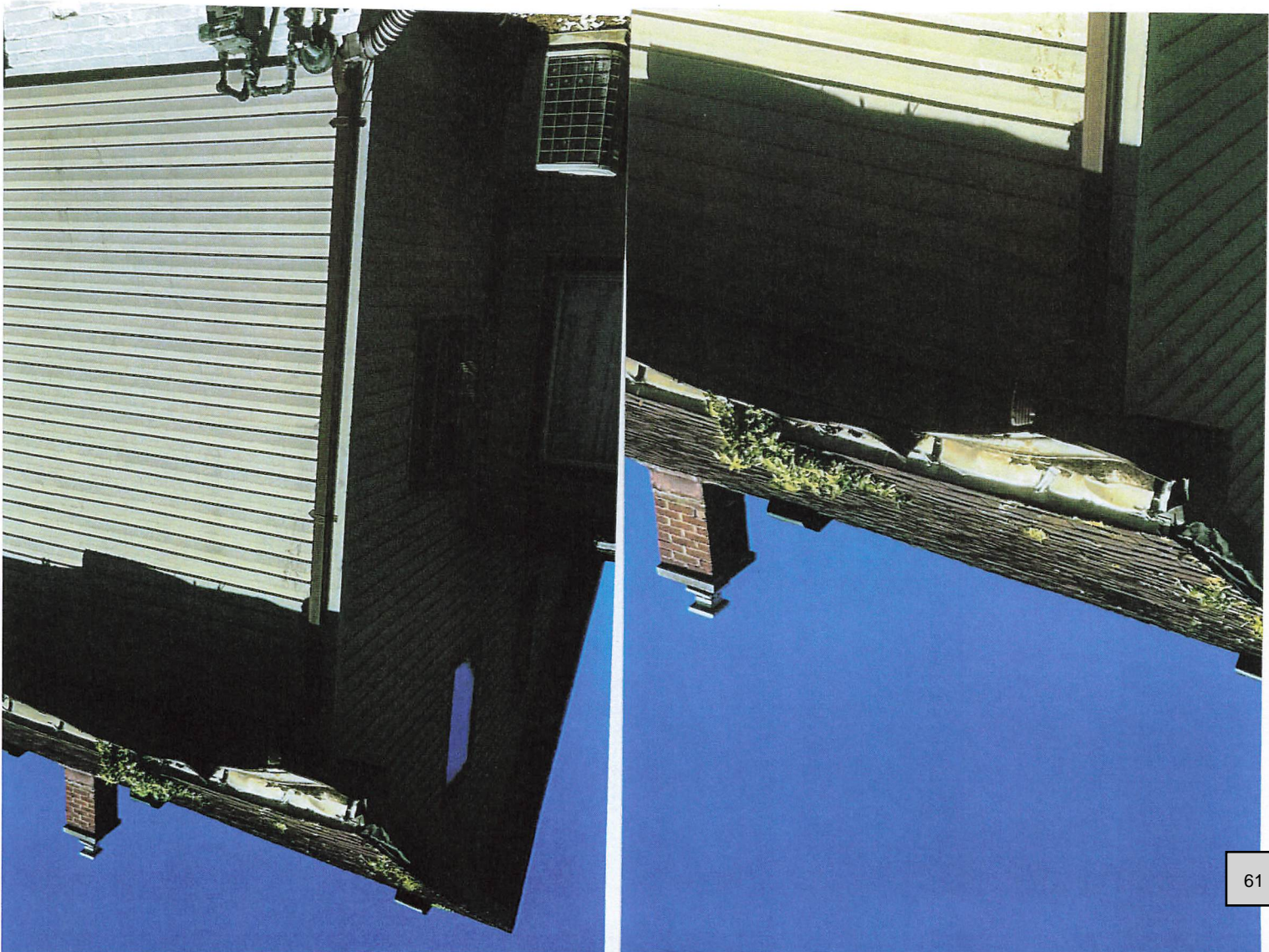
SIGNED Neng Thao DATE: 7-1-24

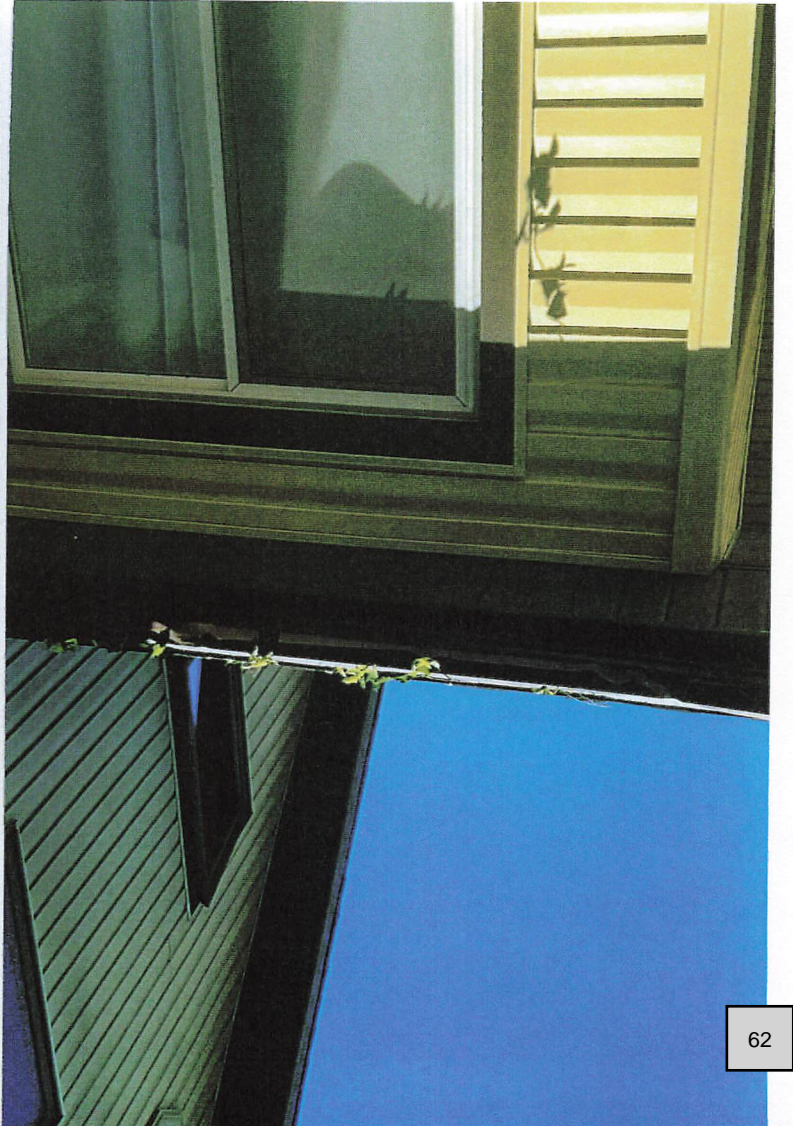
ADDRESS: 1213 TRIMBERGER CT SHEBOYGAN WI, 53081

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

Item 15.









**CITY OF SHEBOYGAN  
R. C. 104-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 64-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 64-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City.

WHEREAS, the previous Vacant Land Offer to Purchase regarding this property approved by the Common Council via Res. No. 54-24-25 on August 19, 2024 was not accepted by the Seller.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and PBRK, LLP drafted on August 27, 2024, thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at line 651 of the Vacant Land Offer to Purchase.

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON August 27, 2024 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, City of Sheboygan  
4 offers to purchase the Property known as Parcel No. 59281501655

5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or  
7 attach as an addendum per line 686] in the City of Sheboygan  
8 County of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Sixty Thousand and 00/100  
10 Dollars (\$ 60,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), ~~and the following additional items:~~

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) ~~and the following:~~

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in  
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before September 9, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

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

36 **CLOSING** This transaction is to be closed on or before October 15, 2024

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

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

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

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

49 ~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_  
50 \_\_\_\_\_) ~~STRIKE THOSE NOT APPLICABLE~~~~

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54 disbursement agreement.**

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

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

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

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

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

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

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

\_\_\_\_\_  
**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
252 \_\_\_\_\_

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

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

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

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

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

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

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**  
277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
279  other \_\_\_\_\_

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

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.  
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

407 (2) \_\_\_\_\_  
 408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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



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

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

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

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

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

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

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

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

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

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

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

446 (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and  
447 \_\_\_\_\_

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

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

452 Other: \_\_\_\_\_  
453 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

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

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

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

506 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~  
 507 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~  
 508 ~~after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~  
 509 ~~policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~  
 510 ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516~~  
 511 ~~523).~~

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

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

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

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

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

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

#### 539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If **Buyer defaults**, Seller may:

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

601 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

651 Offer is contingent upon Common Council approval.  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

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

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

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

673 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

674  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680.

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

679 Address for Seller: 1139 Pennsylvania Ave., Sheboygan, WI 53081-4319 \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

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

682 Email Address for Seller: dennisprigge@discoverycoach.com \_\_\_\_\_

683 Email Address for Buyer: charles.adams@sheboyganwi.gov \_\_\_\_\_

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

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

687 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams \_\_\_\_\_

688 \_\_\_\_\_

689 (x) *Ryan Sorenson* *Ryan Sorenson* *8/27/24*  
690 Buyer's Signature ▲ Print Name Here City of Sheboygan By: Ryan Sorenson, Mayor Date ▲

691 (x) *Meredith DeBruin* *Meredith DeBruin* *8/28/24*  
692 Buyer's Signature ▲ Print Name Here Attest: Meredith DeBruin, City Clerk Date ▲

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

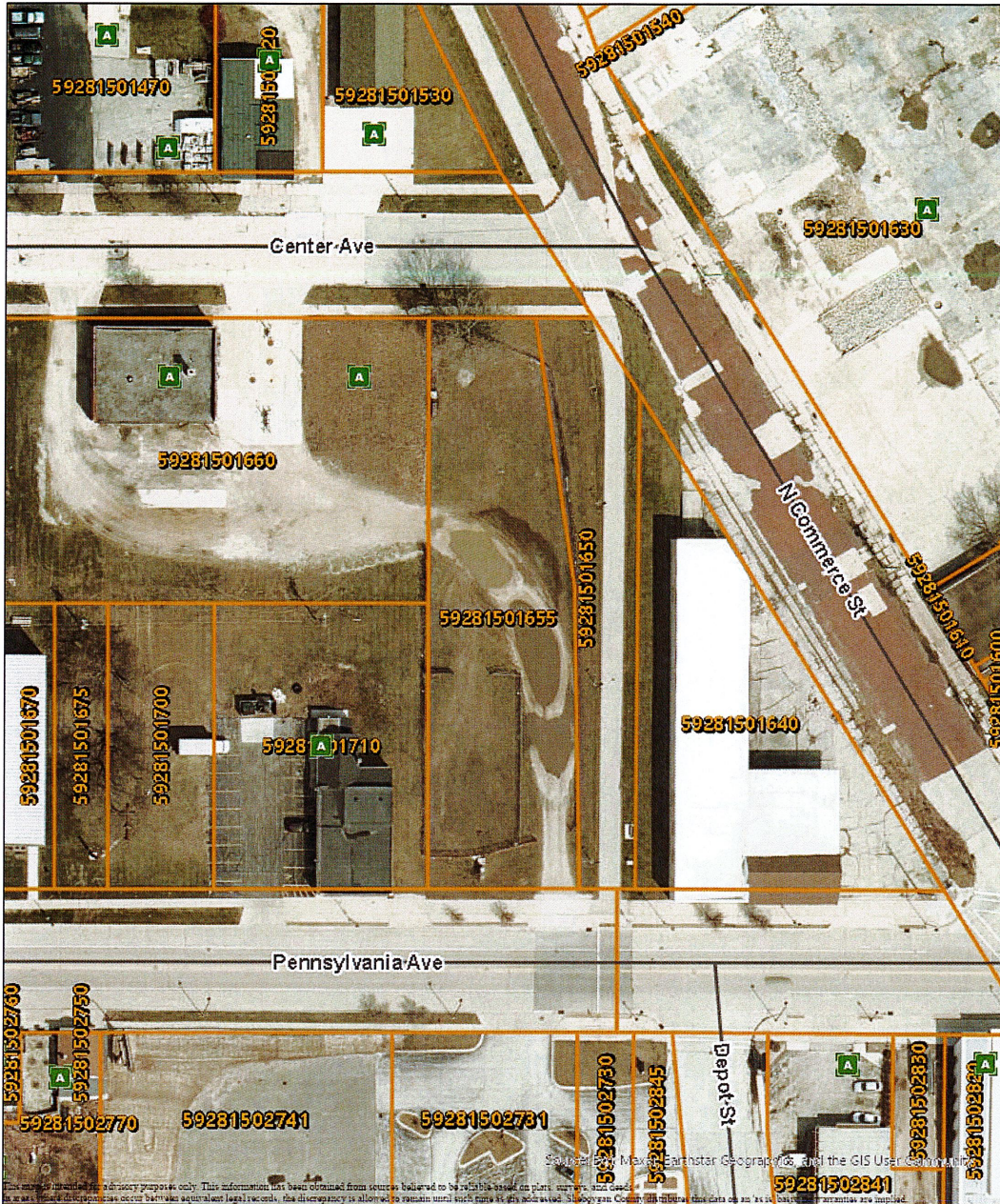
697 (x) \_\_\_\_\_  
698 Seller's Signature ▲ Print Name Here PBRK, LLP By: \_\_\_\_\_ Date ▲

699 (x) \_\_\_\_\_  
700 Seller's Signature ▲ Print Name Here By: \_\_\_\_\_ Date ▲

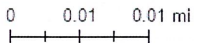
701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

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

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



GIS Web Map



Date Printed: 8/27/2024

**CITY OF SHEBOYGAN  
R. C. 105-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 73-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 73-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**SEPTEMBER 3, 2024.**

A RESOLUTION consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC.

WHEREAS, the City is lessor of property under a ground lease dated January 1, 1984 recorded with the Sheboygan County Register of Deeds as Document No. 1202009, and amended via recorded Document No. 1987117 for certain real property and improvements located along the Sheboygan River on which Nemschoff, Inc. has constructed a parking lot and storage area; and

WHEREAS, Nemschoff, Inc. desires to sell its property to Phoenix Sheboygan III Industrial Investors, LLC (“Phoenix”) and to assign its ground lease rights to Phoenix.

NOW, THEREFORE, BE IT RESOLVED: The Common Council hereby consents to Nemschoff, Inc. assigning its interest in the aforementioned ground lease to Phoenix, contingent upon Phoenix’s acquisition of the property, and directs the appropriate City officials to execute the attached Assignment document upon confirmation of sale.

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



DOCUMENT NO.

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

RETURN TO:  
Atty. Paul Jonas  
Michael Best & Friedrich LLP  
790 N. Water St., STE 2500  
Milwaukee, WI 53202

**Parcel Identification Numbers:**  
See Exhibit A

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

**THIS ASSIGNMENT OF AND ASSUMPTION OF GROUND LEASE (“Assignment”)** is entered into this \_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”) by and among Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“**Assignor**”), Phoenix Sheboygan III Industrial Investors LLC, a Delaware limited liability company (“**Assignee**”), and the City of Sheboygan (“**City**”).

RECITALS:

**WHEREAS**, Assignor is the lessee and the City is the lessor under a ground lease dated January 1, 1984 (“**Ground Lease**”), as referenced in that certain Memorandum of Lease dated May 3, 1990, and recorded with the Sheboygan County Register of Deeds on May 14, 1990, as Document Number 1202009, and in that certain First Amendment to Lease Agreement Between the City of Sheboygan and Nemschoff Chairs, Inc., dated May 16, 2013, and recorded with the Sheboygan County Register of Deeds on June 5, 2014, as Document Number 1987117, for certain real property and improvements located along the Sheboygan River as more fully described in the Ground Lease and in Exhibit A attached hereto and incorporated herein (the “**Property**”); and

**WHEREAS**, pursuant to the terms of the Ground Lease, Assignor has constructed a parking lot

and storage area ("**Improvements**") on the Property; and

**WHEREAS**, Assignor intends to sell to Assignee certain property located at 2304 and 2218 Julson Court in the City of Sheboygan ("**Owned Property**").

**WHEREAS**, in conjunction with Assignor’s sale of the Owned Property to Assignee, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Ground Lease to Assignee, as Assignee desires to fully assume all of such right, title, and interest in accordance with the terms, covenants and conditions herein set forth.

AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

**1. Assignment.** As of the Effective Date, Assignor hereby irrevocably grants, transfers, sets over and assigns unto Assignee all of Assignor's right, title, and interest in and to the Ground Lease and to all Improvements located thereon.

**2. Assumption.** As of the Effective Date, Assignee hereby accepts the foregoing assignment and agrees to comply with and perform all of the terms, conditions, and provisions of the Ground Lease, as tenant under the Ground Lease.

**3. Indemnification.** From and after the Effective Date, Assignee covenants and agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, damages, deficiencies, costs, expenses and losses of any nature whatsoever (including without limitation, court costs and reasonable attorney’s fees) that may be asserted against Assignor relating to, arising out of or resulting from Assignee’s performance or non-performance or default under the terms of the Ground Lease, or any claims, demands obligations or liabilities relating to the Ground Lease.

**4. Miscellaneous.**

(a) Binding Affect. The terms of this Assignment shall survive the closing of the purchase and sale of Assignor’s interest in the Owned Property to Assignee, and shall be binding upon, shall inure to the benefit of, and shall be enforceable by Assignor and Assignee and their respective successors, assigns, heirs and personal representatives.

(b) Governing Law. This Assignment shall be deemed to be made under and shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

(c) Entire Assignment. This Assignment constitutes the entire Agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written consent of both parties.

(d) Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(Signatures appear on the following page)

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date and year first written above written.

**ASSIGNOR:**  
NEMSCHOFF, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF SHEBOYGAN    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of Nemschoff, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

**ASSIGNEE:**  
PHOENIX SHEBOYGAN III INDUSTRIAL INVESTORS  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF SHEBOYGAN    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of Phoenix Sheboygan III Industrial Investors LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

The undersigned, on behalf of the City of Sheboygan (“**City**”), hereby acknowledges and consents to the foregoing Assignment of Ground Lease (“**Assignment**”) by and between Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“**Assignor**”), and Phoenix Sheboygan III Industrial Investors LLC, a Delaware limited liability company (“**Assignee**”), to which this Consent is attached.

DATED effective as of the \_\_\_ day of \_\_\_\_\_, 2024.

**CITY:**  
CITY OF SHEBOYGAN

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
   ) ss.  
COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of the City of Sheboygan, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

This instrument was drafted by:

Atty. Paul Jonas  
Michael Best & Friedrich LLP  
790 N. Water St, STE 2500  
Milwaukee, WI 53202

**EXHIBIT A****Property Legal Description**

## PARCEL E:

LOT ONE (1) IN BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX PARCEL NO.: 59281210490

## PARCEL F:

LOTS TWO (2), THREE (3) AND FOUR (4) OF BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX PARCEL NO.: 59281210500

## PARCEL G:

LOTS ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK TWENTY-FIVE (25) OF LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING PARCELS OF LAND AND RIGHT-OF-WAY HERETOFORE CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILWAY CO. BY DEED DATED OCTOBER 31, 1892, AND RECORDED IN VOL. 74 OF DEEDS, PAGE 379, OFFICE OF THE REGISTER OF DEEDS OF SHEBOYGAN COUNTY, GRANTING A RIGHT-OF-WAY TO SAID RAILWAY CO. UPON THE CONDITIONS STATED IN SAID DEED. TOGETHER WITH THE EAST 1/2 OF VACATED SOUTH 24TH STREET ADJACENT TO LOT 15 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 33 FEET OF VACATED W. WATER STREET LYING ADJACENT TO LOTS 12, 13, 14 AND 15 AND THE WEST 34 FEET OF LOT 11, AND THE SOUTH 1/2 OF VACATED W. WATER STREET LYING ADJACENT TO THE EAST 6 FEET OF LOT 11.

TAX PARCEL NO.: 59281210540

**CITY OF SHEBOYGAN  
R. C. 107-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred R. O. No. 53-24-25 by City Clerk submitting various license applications; recommends granting license #3672 Spices of Sheboygan Downtown, LLC and denying license #3678 1211 Indiana Laundromat, LLC pursuant to Wisconsin Statute 125.32(3m) which state that a Class “B” license may not be granted for any premises where any other business is conducted.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. O. 53-24-25**

**BY CITY CLERK.**

**September 3, 2024.**

Submitting various license applications.

CLASS “B” BEER LICENSE (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3678	1211 Indiana Laundromat LLC (Avon Laundromat)	1211 Indiana Avenue

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3672	Spices of Sheboygan Downtown, LLC (Spices Restaurant & Bar - Downtown)	1132 N. 8 <sup>th</sup> Street

**CITY OF SHEBOYGAN  
R. C. 108-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 67-24-25 by Alderpersons Rust and La Fave authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 67-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024.

WHEREAS, the Common Council, by Ordinance 11-24-25 adopted on August 5, 2024, modified section 38-59 of the Sheboygan Municipal Code to allow for the creation of a Designated Outdoor Refreshment Area (“DORA”) to permit the carrying of open containers and consumption of alcoholic beverages within the DORA boundaries during such times and under such conditions as the Council may specifically permit by authorizing resolution; and

WHEREAS, the City desires to support local business and nonprofits during Riverfest by creating a temporary Designated Outdoor Refreshment Area (“DORA”) encompassing portions of the Riverview Park Boardwalk and portions of the parking lot and drive lane immediately north of Parker John’s restaurant.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to section 38-59 of the Sheboygan Municipal Code, there is hereby created a DORA permitting the carrying and consumption of alcoholic beverages with the following conditions:

- The DORA boundaries shall be defined as shown on the attached Exhibit, “Temporary Riverfest DORA.”
- The carrying and consumption of alcoholic beverages within the Temporary Riverfest DORA District (“TRDD”) shall be limited to September 21, 2024 during the hours of 11:00 a.m. to 5:00 p.m.
- The TRDD shall terminate at 5:00 p.m. on September 21, 2024.
- The carrying and consumption of alcoholic beverages within the TRDD is limited to the alcohol service area, sidewalks, and other portions of the right-of-way not open to vehicular traffic including crosswalks or other pedestrian crossing areas while persons are lawfully crossing the street, and to pedestrian ways and grassy areas unless otherwise marked. Portions of parking areas that are incorporated into the TRDD shall be fenced or otherwise barricaded or marked to prohibit vehicular access.
- The carrying and consumption of alcoholic beverages shall not be permitted on boat slips abutting the TRDD, in parking lots or premises held out to the public for use of motor vehicles, nor on any private property without permission of the owner or occupant.

- The exception shall not permit the possession or consumption of any intoxicating liquor or fermented malt beverages in violation of the provisions of state statutes or other municipal codes, including, but not limited to the possession or consumption of alcoholic beverages on a licensed premises which were not purchased at that premises, possession or consumption of alcoholic beverages on premises without a license that are open to the public, possession or consumption by underage persons or any other violation.
- All alcoholic beverages sold by individuals servings for removal from a licensed premise for consumption with the TRDD shall be served in unbreakable, transparent or semi-transparent containers, except that beverages may be served in their original packaging if such packaging is plastic or aluminum. Beverages sold or possessed in glass containers shall not be permitted to be opened or consumed within the TRDD.
- Only alcohol served within the DORA is permitted to be carried within the DORA. No carry-ins will be allowed.
- The City shall retain the right to suspend or terminate the TRDD at any time when, in the judgment of the Police Chief, Mayor, or City Administrator, such action is necessary in the interest of public safety or to address issues and concerns that may arise in relation to the TRDD, including but not limited to non-compliance of businesses/patrons with the conditions of this resolution, trash or debris or disorderly conduct associated with the TRDD.
- The Riverfest organizers shall clearly mark the TRDD boundaries in accordance with any direction given by City staff or law enforcement.

- Common Council approval of this resolution is contingent upon a timely submission of a complete contingency plan and approval of the same by the Police Chief, Fire Chief, and City Administrator. The contingency plan shall include, but is not limited to, the following plans and provisions: crowd control plans, how event staff to enforce the DORA boundaries, how alcohol servers will be trained, how alcohol servers will be checking for IDs, and how alcohol servers will be checking for over intoxication.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
R. O. 54-24-25**

**BY CITY CLERK.**

**SEPTEMBER 16, 2024.**

Submitting a notice of claim from Nora Gerber for alleged injuries resulting from a fall on the boardwalk.

DATE RECEIVED 9-9-2024

RECEIVED BY MCC

Item 20.

CLAIM NO. 11-24

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: Nora Gerber
2. Home address of Claimant: 2026 Mittelstadt LN, Eau Claire, WI 54703
3. Home phone number: 715-514-2815 (see additional phone contact for POA, below)
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Tuesday, August 20, 2024, 6pm-ish

6. Where did damage or injury occur? (give full description) Boardwalk near Blue Harbor Inn

7. How did damage or injury occur? (give full description) Due to a missing board on the boardwalk, Nora suffered a fall.

She was with her friend (a nurse) who observed a significant twisting of Nora's spine and soon after a lump on her head which remained tender for days after as well as neck and shoulder pain.

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: unknown

(b) Claimant's statement of the basis of such liability: unkown who is responsible

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: Missing boardwalk boards causing tripping hazards.

(b) Claimant's statement of basis for such liability: Missing boardwalk boards caused a fall.

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

See #7, above. Since the pain persisted, Nora is now being seen by a chiropractor who is recommending regular follow-up treatments.

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

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

Auto:	\$	<u>N/A</u>
Property:	\$	<u>N/A</u>
Personal injury:	\$	<u>pending</u>
Other: (Specify below	\$	<u>unknown</u>
<b>TOTAL</b>		\$ <u>pending</u>

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

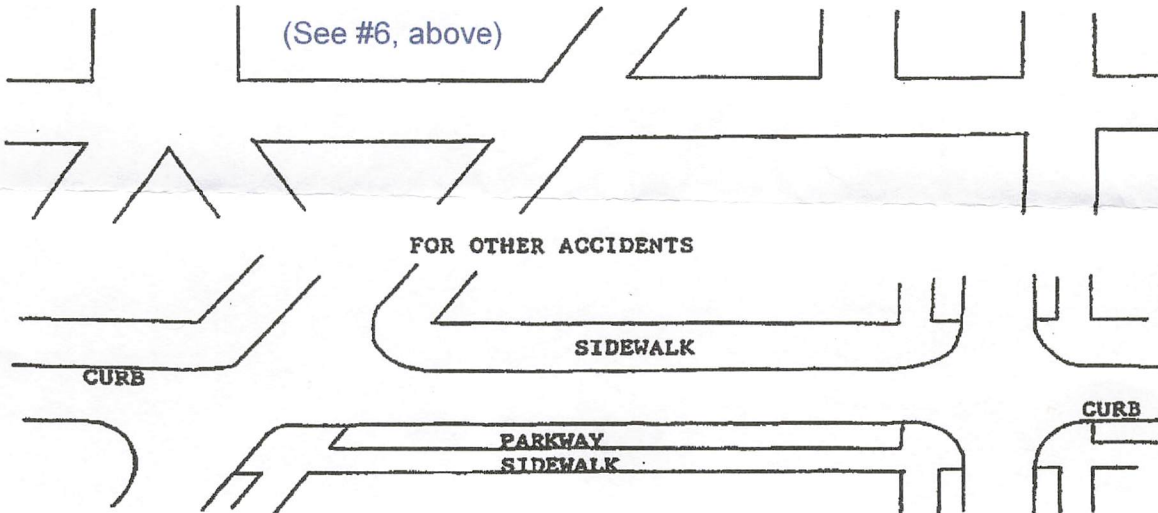
Names and addresses of witnesses, doctors and hospitals:

Witness: Cynthia Witscher 1315 Wilson ST #B, Eau Claire, WI 54701

Medical care: Tenold Chiropractic 3814 Oakwood Hills PKWY, Eau Claire, WI 54701

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 Heidi Stephens - on behalf of Nora Gerber DATE 9/2/2024  
(Heidi Stephens, daughter of and POA for Nora Gerber)

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

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

Item 20.

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

**CLAIM**

Claimant's Name: Nora Gerber  
 Claimant's Address: 2026 Mittelstadt LN  
Eau Claire, WI 54703  
 Claimant's Phone No. 715-514-2815

Auto \$ N/A  
 Property \$ N/A  
 Personal Injury \$ pending  
 Other (Specify below) \$ unkown  
**TOTAL** \$ pending

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

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

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

**SIGNED** Heidi Stephens (Heidi Stephens) **DATE:** 9/2/2024

**ADDRESS:** 5312 S Alder ST, Tacoma, WA 98409, Cell phone: 253-830-4995

MAIL TO: CLERK'S OFFICE / Original mailed  
828 CENTER AVE #100 Copy emailed to: [jessica.grosshuesch@sheboyganwi.gov](mailto:jessica.grosshuesch@sheboyganwi.gov)  
SHEBOYGAN WI 53081



**CITY OF SHEBOYGAN  
R. O. 55-24-25**

**BY CITY CLERK.**

**SEPTEMBER 16, 2024.**

Submitting a claim from Jenny Stephen-Pierce for alleged damages to vehicle when a tree fell on it.

DATE RECEIVED 9-3-2024

RECEIVED BY MKC

Item 21.

CLAIM NO. 10-24

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: Jenny Stephen-Pierce
- 2. Home address of Claimant: 1822 S 17<sup>th</sup> Sheboygan, WI
- 3. Home phone number: cell- 920-254-2542
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) August 16, 2024 between 2:00-2:30pm

6. Where did damage or injury occur? (give full description) Car was parked in front of 1716 Elm Ave. During a storm a tree on City property fell from 1715 Elm Ave onto the vehicle.

7. How did damage or injury occur? (give full description) Damage occurred when the tree fell on August 16, 2024

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

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

(b) Claimant's statement of the basis of such liability: \_\_\_\_\_

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

(a) Public property alleged to be dangerous: Tree was marked to come down. This particular tree was damaged in June from a storm.

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

Several ~~near~~ neighbors have been asking the City for the last <sup>couple</sup> years to cut down the tree.

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

Item 21.

NO Injuries

11. Name and address of any other person injured:

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

Auto: \$ 2 estimates included see sheets  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
 TOTAL \$ 7,114.31

Damaged vehicle (if applicable)

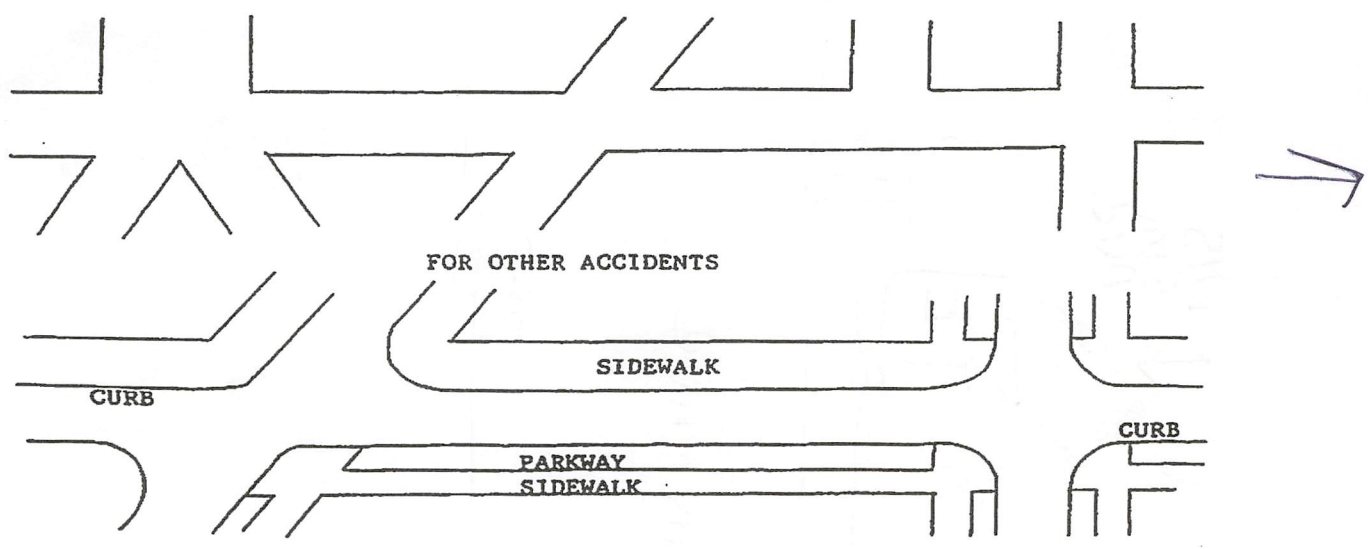
Make: CHEVY Model: Equinox Year: 2008 Mileage: 58,724

Names and addresses of witnesses, doctors and hospitals:

ALAN Heusterberg - 1715 Elm Ave  
PAT MARTIN 1719 Elm Ave

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 Jenny Stephen-Petrie DATE 9-3-24

17th Street

↓ 1715  
Eim  
Ave



Eim Ave

187

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

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

Item 21.

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

CLAIM

Claimant's Name: Jenny Stephen-Pierce  
 Claimant's Address: 1822 S 17  
Sheboygan, WI  
 Claimant's Phone No. 920-254-2542

Auto \$ 7,114.31  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 7,114.31

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

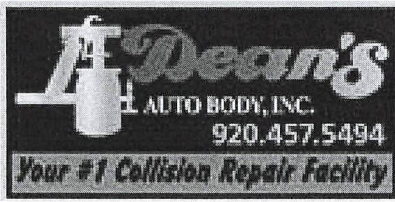
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

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 \$ 7,114.31.

SIGNED Jenny Stephen-Pierce DATE: 9-3-24

ADDRESS: 1822 S 17 Sheboygan, WI

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



**DEAN'S AUTO BODY, INC.**

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

Workfile ID:  
PartsShare:

2044  
879 Item 21.

**Preliminary Estimate**

**Customer: Stephen-Pierce, Jennifer**

Insured: Stephen-Pierce, Jennifer      Policy #:      Claim #:  
Type of Loss:      Date of Loss:      Days to Repair: 0  
Point of Impact:

**Owner:** Stephen-Pierce, Jennifer      **Inspection Location:** DEAN'S AUTO BODY, INC.  
1822 S 17th St      1407 N 29TH ST  
Sheboygan, WI 53081      SHEBOYGAN, WI 53081  
(920) 254-2542 Cell      Repair Facility  
(920) 457-5494 Business      **Insurance Company:**

**VEHICLE**

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

VIN: 2CNDL23F086347735      Interior Color:      Mileage In: 58,724      Vehicle Out:  
License:      Exterior Color:      Mileage Out:  
State:      Production Date:      Condition:      Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

**DECOR**

Dual Mirrors  
Body Side Moldings

Privacy Glass

Console/Storage

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Rear Window Wiper

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Communications System

Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler

Preliminary Estimate

Item 21.

Customer: Stephen-Pierce, Jennifer

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>WINDSHIELD</b>					
open	Rpl	Windshield Chevrolet	25949078	1	470.87	Incl.	
3		<b>ROOF</b>					
4	R&I	Headliner w/o sunroof, w/o head air bag w/o GPS				Incl.	
open	Rpl	Roof panel w/o sunroof w/o digit aud	10382156	1	631.47	15.0	3.4
		Note: Note: Part no longer available					
6		Add for Clear Coat					1.4
7		<b>PILLARS, ROCKER &amp; FLOOR</b>					
8	*	Rpr LT Uniside panel				s 15.0	3.6
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.6
11		<b>QUARTER PANEL</b>					
12	R&I	LT Quarter glass Chevrolet w/o deep tint				1.9	
13		<b>LIFT GATE</b>					
14	*	Rpr Lift gate				4.0	2.4
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.4
open	Rpl	Spoiler	19168957	1	250.60	0.7	1.0
18		Overlap Major Non-Adj. Panel					-0.2
19	*	Add for Clear Coat					0.2
20	R&I	Molding chrome				0.2	
21	R&I	License panel				0.7	
22	Rpl	Nameplate "EQUINOX LS"	25795262	1	38.50	0.2	
23	Rpl	Nameplate "AWD"	84310387	1	38.87	0.2	
24	Rpl	Wiper arm	19120326	1	51.66	0.2	
25	Rpl	Wiper blade	19192666	1	8.25	0.1	
26		<b>REAR LAMPS</b>					
27	R&I	LT Tail lamp assy				0.3	
28		<b>REAR BUMPER</b>					
29	R&I	R&I bumper cover				0.8	
30		<b>VEHICLE DIAGNOSTICS</b>					
31	#	Pre Scan		1		1.0	M
32	#	Post Scan		1		0.5	M
33	#	OEM Diagnostic Support		1	128.00		D
34		<b>MISCELLANEOUS OPERATIONS</b>					
35	#	Rpl OEM Research And Photo Documentation		1		1.0	
36	#	Hazardous waste removal		1	8.00	T	
37	#	Refn Corrosion protection (repair area)					0.2
38	#	Rpl Cover Car		1	12.00	T	0.2

Preliminary Estimate

Item 21.

Customer: Stephen-Pierce, Jennifer

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

39	#	Courtesy Estimate ONLY	1
<b>SUBTOTALS</b>			<b>1,638.22</b>
			<b>42.0</b>
			<b>12.2</b>

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				1,618.22
Body Labor	40.5 hrs	@	\$ 78.00 /hr	3,159.00
Paint Labor	12.2 hrs	@	\$ 78.00 /hr	951.60
Mechanical Labor	1.5 hrs	@	\$ 110.00 /hr	165.00
Paint Supplies	12.2 hrs	@	\$ 53.00 /hr	646.60
Body Supplies	36.6 hrs	@	\$ 5.00 /hr	183.00
Miscellaneous				20.00
Subtotal				6,743.42
Sales Tax	\$ 6,743.42	@	5.5000 %	370.89
<b>Grand Total</b>				<b>7,114.31</b>

MyPriceLink Estimate ID / Quote ID:

1257787663386157056 / 139266158



**Customer: Stephen-Pierce, Jennifer**

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

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

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

\*\*\*\*FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO\*\*\*\*

<https://www.youtube.com/watch?v=jzfZCtmMRfo>

**\*\*NOTICE TO INSURERS:**

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

**BLEND VS. REFINISH ADJACENT PANEL:**

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

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

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

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

**TOTAL LOSS ESTIMATES:**

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

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

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

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

STORAGE CHARGES are \$75 per day

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

**Customer: Stephen-Pierce, Jennifer**

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

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 DE1GV05, CCC Data Date 08/09/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 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. CFC=Carbon Fiber. 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. STS=Stainless Steel. 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.

Customer: Stephen-Pierce, Jennifer

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

ALTERNATE PARTS USAGE

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI

VIN: 2CNDL23F086347735 Interior Color: Mileage In: 58,724 Vehicle Out:  
 License: Exterior Color: Mileage Out:  
 State: Production Date: Condition: 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

**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

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

Workfile ID:  
PartsShare:  
Federal ID:

8 **Item 21.**  
86NJK1  
83-0747810

**Preliminary Estimate**

**Customer: STEPHEN-PIERCE, JENNIFER**

**Job Number:**

Written By: Patrick Karbe

Insured: STEPHEN-PIERCE,  
JENNIFER

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 19 All Over

**Owner:**

STEPHEN-PIERCE, JENNIFER

**Inspection Location:**

SHEBOYGAN CHEVROLET BUICK GMC  
CADILLAC

**Insurance Company:**

1822 S 17TH ST

SHEBOYGAN, WI 53081

(920) 254-2542 Cell

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

**VEHICLE**

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

VIN: 2CNDL23F086347735

Interior Color:

Mileage In: 58,724

Vehicle Out:

License: AVE6110

Exterior Color: RED

Mileage Out:

State: WI

Production Date: 6/2008

Condition:

Job #:

**TRANSMISSION**

Automatic Transmission

Overdrive

4 Wheel Drive

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

**DECOR**

Dual Mirrors

Body Side Moldings

Privacy Glass

Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Rear Window Wiper

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Communications System

Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler

Get live updates at [www.carwise.com/e/4SbUYF](http://www.carwise.com/e/4SbUYF)

Preliminary Estimate

Item 21.

Customer: STEPHEN-PIERCE, JENNIFER

Job Number:

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Rpr PreScan				0.5 M	
2	#	Rpr PostScan				0.5 M	
3	<b>WINDSHIELD</b>						
4	*	Subl Windshield Chevrolet +25%		1	432.03 X		
5	<b>ROOF</b>						
6		Repl Roof panel w/o sunroof w/o digit aud	10382156	1	631.47	15.0	3.4
		Note: NO LONGER AVAILABLE					
7		Add for Clear Coat					1.4
8		R&I Headliner w/o sunroof, w/o head air bag w/o GPS				Incl.	
9	<b>PILLARS, ROCKER &amp; FLOOR</b>						
10	#	Refn Blend upper body					1.2
11	*	Rpr LT Uniside panel				15.0	3.6
12		Overlap Major Adj. Panel					-0.4
13		Add for Clear Coat					0.6
14	<b>QUARTER PANEL</b>						
15	*	Subl LT Quarter glass Chevrolet w/o deep tint +25%		1	131.25 X		
16	<b>LIFT GATE</b>						
17	*	Rpr Lift gate				4.0	2.4
18		Overlap Major Adj. Panel					-0.4
19		Add for Clear Coat					0.4
20		Repl Spoiler	19168957	1	250.60	0.7	1.0
21		Overlap Major Non-Adj. Panel					-0.2
22	*	Add for Clear Coat					0.2
23		R&I R&I liftgate assy				Incl.	
24		R&I Molding chrome				0.2	
25		R&I License panel				0.7	
26		Repl Nameplate "EQUINOX LS"	25795262	1	38.50	0.2	
27		Repl Nameplate "AWD"	84310387	1	38.87	0.2	
28		Repl Wiper arm	19120326	1	51.66	0.2	
29		Repl Wiper blade	19192666	1	8.25	0.1	
30	<b>REAR LAMPS</b>						
31		R&I LT Tail lamp assy				0.3	
32	<b>REAR BUMPER</b>						
33		R&I R&I bumper cover				0.8	
34	<b>MISCELLANEOUS OPERATIONS</b>						
35	#	Subl Hazardous waste removal		1	3.00 T		
36	#	Repl Corrosion protection primer		1	10.00 T		
37	#	Repl Cover Car		1	5.00 T		
<b>SUBTOTALS</b>					<b>1,600.63</b>	<b>38.4</b>	<b>13.2</b>

Preliminary Estimate

Item 21.

Customer: STEPHEN-PIERCE, JENNIFER

Job Number:

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,582.63
Body Labor	37.4 hrs	@	\$ 70.00 /hr	2,618.00
Paint Labor	13.2 hrs	@	\$ 70.00 /hr	924.00
Mechanical Labor	1.0 hrs	@	\$ 157.99 /hr	157.99
Paint Supplies	13.2 hrs	@	\$ 50.00 /hr	660.00
Miscellaneous				18.00
Subtotal				5,960.62
Sales Tax	\$ 5,960.62	@	5.5000 %	327.83
<b>Grand Total</b>				<b>6,288.45</b>

MyPriceLink Estimate ID / Quote ID:

1255949801422331904 / 139141624

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**Customer: STEPHEN-PIERCE, JENNIFER****Job Number:**

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

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Preliminary Estimate

Item 21.

Customer: STEPHEN-PIERCE, JENNIFER

Job Number:

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

ALTERNATE PARTS USAGE

2008 CHEV Equinox LS AWD 4D UTV 6-3.4L Gasoline SFI RED

VIN: 2CNDL23F086347735 Interior Color: Mileage In: 58,724 Vehicle Out:  
 License: AVE6110 Exterior Color: RED Mileage Out:  
 State: WI Production Date: 6/2008 Condition: Job #:

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



On August 16<sup>th</sup> 2024 a tree fell during a storm on my Daughters car. The car was parked in front of 1716 Elm Ave. The tree fell from 1715 Elm Ave onto the car causing major damage to the vehicle. The tree is on City Property. Alan Heusterberg, owner of the House has contacted the City numerous times about this particular tree. Also Pat Martin of 1719 Elm Ave has done the same. Both stated they have called plenty of times regarding this particular tree due to the state of how rotten it was. In June 2024 part of this same tree fell down during a storm. Shortly after that the tree was marked to come down. This summer several neighbors asked the crew cutting down trees on 17<sup>th</sup> Street when the tree was coming down. They were told its not a priority. Alan was told the same information when he called, as well as Pat Martin.

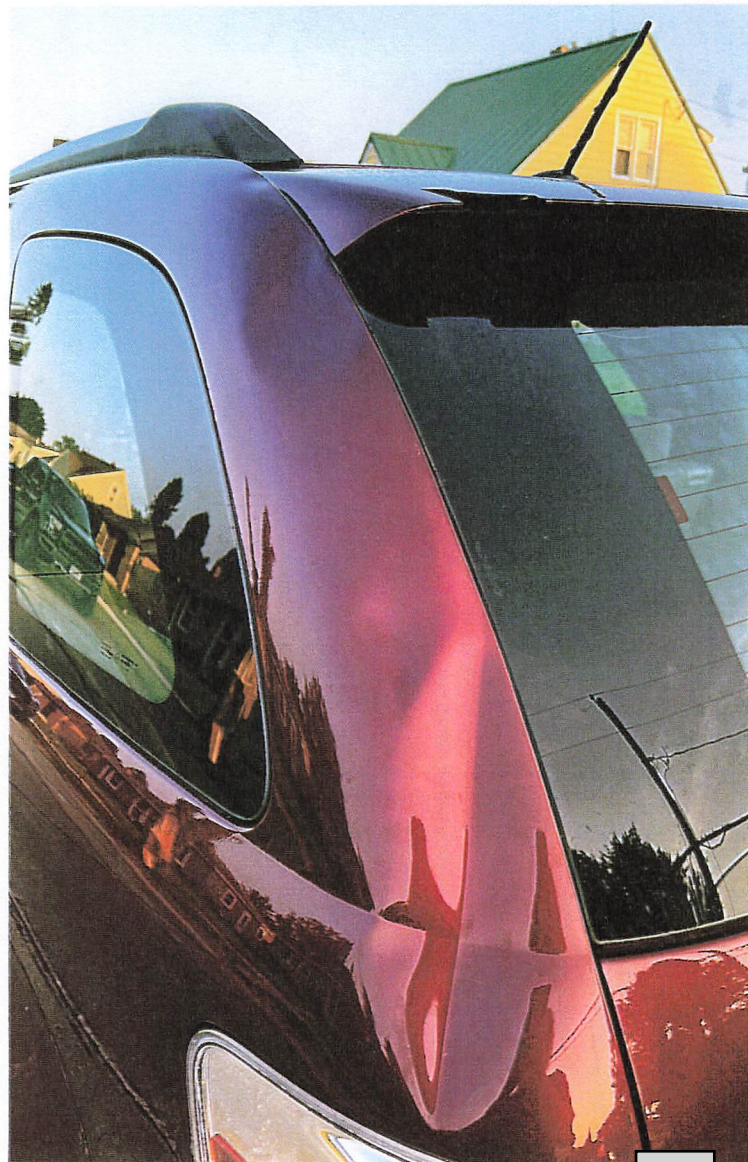
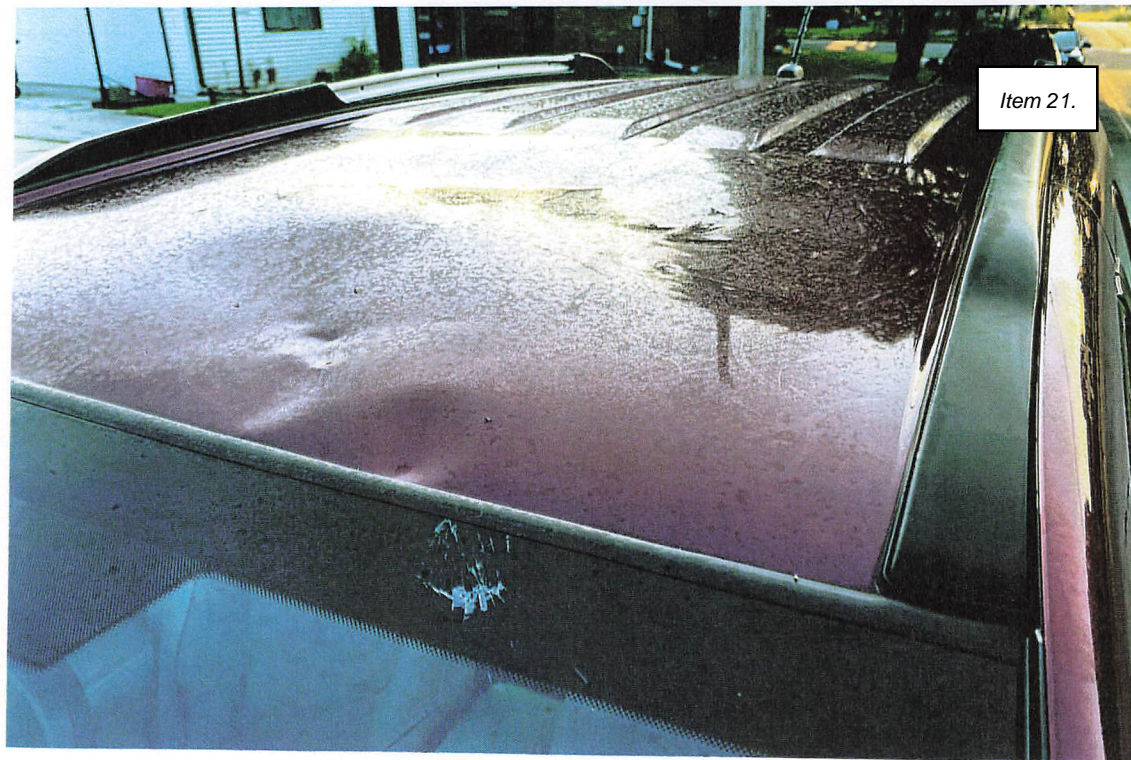
on August 16<sup>th</sup> when the police officer came to take pictures she informed my husband Steve Pierce that we should contact the city. She didn't think we would be liable for this. The city workers on site that day advised us to do the same thing. We are asking for the city to review this and compensate for damages.

Thanks for your time.

Jenny Stephen-Pierce

Item 21.







**CITY OF SHEBOYGAN  
R. O. 57-24-25**

**BY CITY CLERK.**

**SEPTEMBER 16, 2024.**

Submitting various license applications.

CIGARETTE/TOBACCO (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3672	Spices of Sheboygan Downtown LLC (Spices of Sheboygan Downtown)	1132 N 8 <sup>th</sup> Street
3687	Ryan Menzer (The Cigar Box)	4318 Redwing Drive

**CITY OF SHEBOYGAN  
R. O. 58-24-25**

**BY CITY PLAN COMMISSION.**

**SEPTEMBER 16, 2024.**

Your Commission to whom was referred Gen. Ord. No. 16-24-25 by Alderpersons Belanger and Ramey and R. O. No. 51-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31st Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 16-24-25**

**BY ALDERPERSONS BELANGER AND RAMEY.**

**SEPTEMBER 3, 2024.**

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31<sup>st</sup> Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification.

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

**SECTION 1: AMENDMENT** Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan thereof and Use District Classification of the following described lands from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification:

Property located at 1202 N. 31<sup>st</sup> Street – Parcel No. 59281213130:

SMITH GARDENS THE E 140’ OF LOT 6, THE N 50’ OF LOTS 9 & 10, & THE E 4’ OF THE N 50’ OF LOT 8 BLK 5 EXCEPT THE E 5’ OF THE AFORE DESCRIBED

**SECTION 2: REPEALER CLAUSE** All ordinances, resolutions, or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

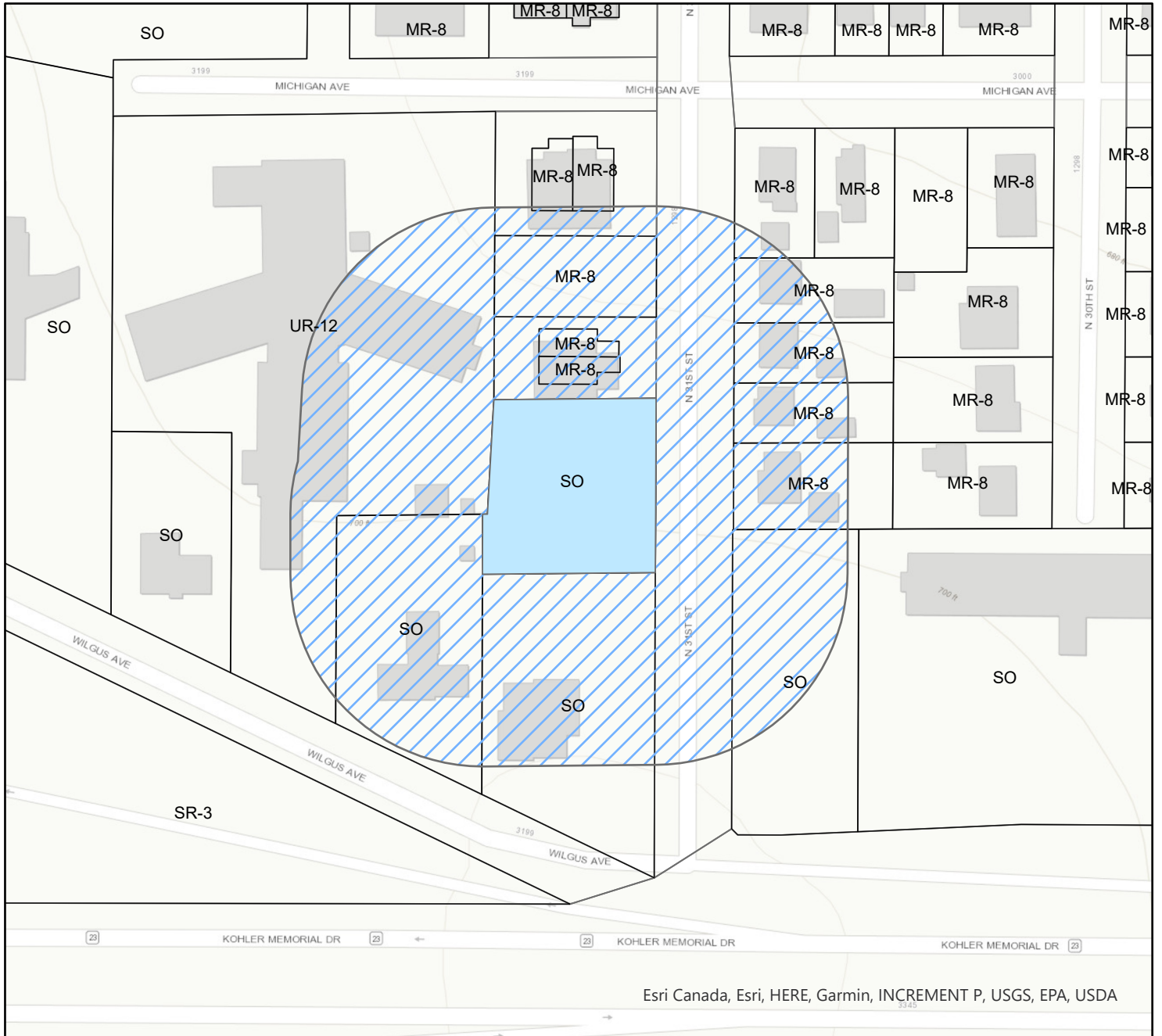
\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# PROPOSED REZONE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR-12)

SMITH GARDENS THE E 140' OF LOT 6, THE N 50' OF LOTS 9 & 10, & THE E 4' OF  
THE N 50' OF LOT 8 BLK 5 EXCEPT THE E 5' OF THE AFORE DESCRIBED

Parcel # 59281213130



Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**CITY OF SHEBOYGAN  
R. O. 51-24-25**

**BY CITY CLERK.**

**SEPTEMBER 3, 2024.**

Submitting an application for amendment to the official zoning map for the City of Sheboygan from ABG, LLC for property located at 1202 N. 31<sup>st</sup> Street – Parcel No. 59281213130.

OFFICE USE ONLY	Item 23.
APPLICATION NO.: _____	
RECEIPT NO.: _____	

## CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 105.996)  
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

### 1. APPLICANT INFORMATION

APPLICANT: ABG LLC PHONE NO.: ( 347 ) 244.6914  
 ADDRESS: 2408 S 9th St Sheboygan, WI E-MAIL: abgllc2405@gmail.com  
 OWNER OF SITE: ABG LLC PHONE NO.: ( 347 ) 244.6914

### 1. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1202 N 31st St Sheboygan, WI  
 LEGAL DESCRIPTION: The East 140 feet of Lot 6, The North 50 feet of Lots 9 and 10, and the East 4 feet of North 50 feet of Lot 8, all in Block 5, Smith Gardens Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin. EXCEPTING THEREFROM the East 5 feet of said Lots 6 and 10 as conveyed in Volume 912 of Records, Page 626.

PARCEL NO. 59281213130 MAP NO. \_\_\_\_\_  
**EXISTING ZONING DISTRICT CLASSIFICATION:** SO w/ conditional use community living 9-15 res  
**PROPOSED ZONING DISTRICT CLASSIFICATION:** UR-12 with continued special use community  
**BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE:** living 9-15 res  
Community Based Residential Facility using 100% of the property

**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:** \_\_\_\_\_  
Immediate Future: Community Based Residential Facility using ~85% of the building & one Residential Unit using ~15% of the building. Interior renovations only.  
In ~1-2 years: Entire building will be renovated to Residential Units.

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? \_\_\_\_\_  
This kind of zoning changes from community residential to residential, resulting in fewer people on the property, which allows for efficiency of land use while reducing energy consumption and transportation costs. It also provides badly needed additional housing.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: There is a need for more housing in Sheboygan. The CBRF that currently exists in the building, plans to move to another location. In the mean time, one area of the building will be converted to a residential unit. Once the CBRF moves, the rest of the building will also be converted to residential units.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? \_\_\_\_\_

The transition from the building's current community residential use to mixed (community residential & residential use), and then to completely residential use will be consistent with the surrounding land use and allow for badly needed residential units. It also means there will be fewer people using the property, which in turn means less impact on the environment.

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

Adds badly needed housing units. Matches zoning of a neighboring parcel which is in harmony with the City of Sheboygan comprehensive plan.

**2. CERTIFICATE**

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

August 12, 2024  
\_\_\_\_\_  
**DATE**

Melissa Gundlach  
\_\_\_\_\_  
**PRINT ABOVE NAME**

**APPLICATION SUBMITTAL REQUIREMENTS**

A copy of the current zoning map of the subject property and vicinity showing:

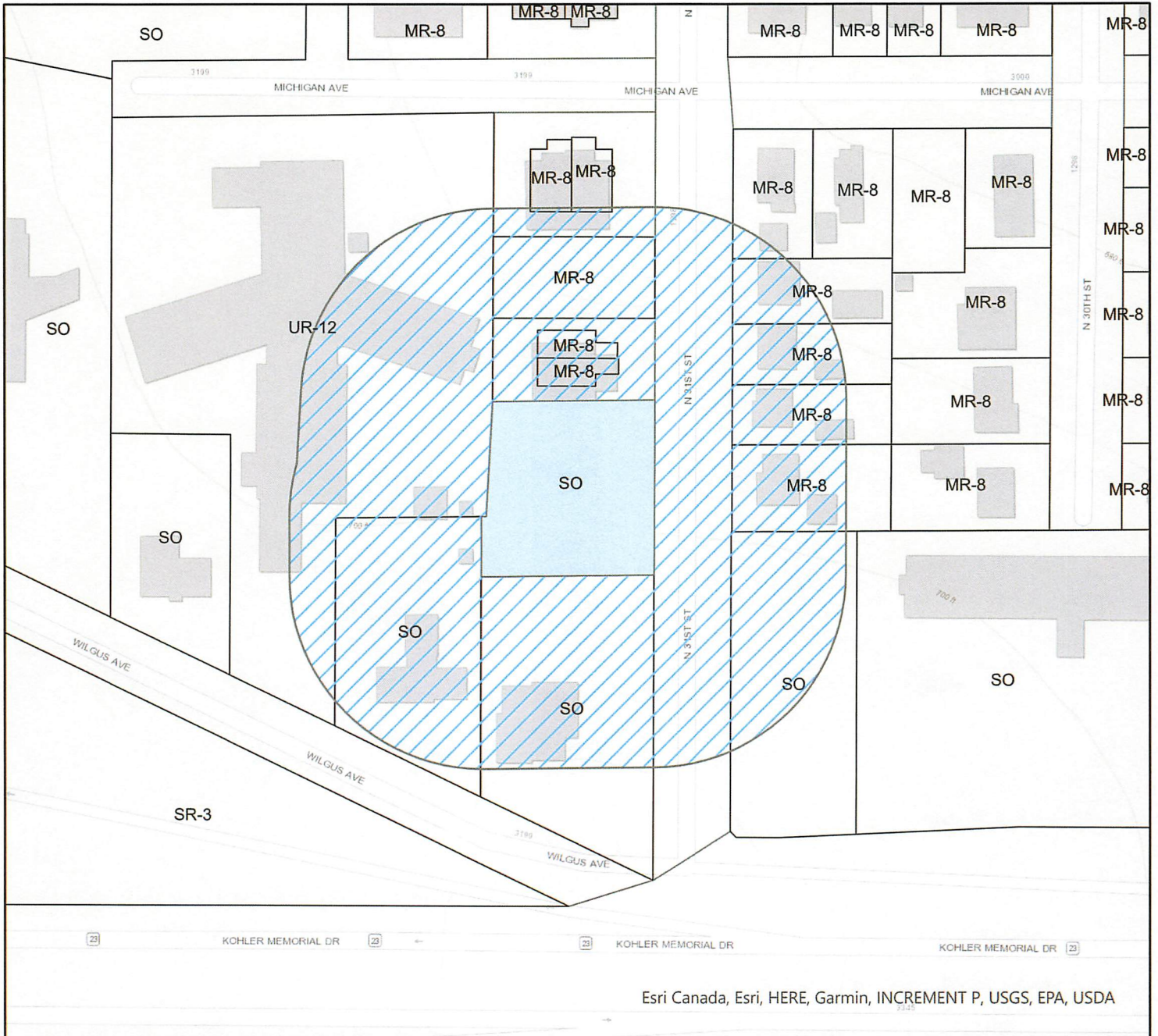
- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

# PROPOSED REZONE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR-12)

Item 23.

SMITH GARDENS THE E 140' OF LOT 6, THE N 50' OF LOTS 9 & 10, & THE E 4' OF  
THE N 50' OF LOT 8 BLK 5 EXCEPT THE E 5' OF THE AFORE DESCRIBED

Parcel # 59281213130



Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 241094

License No: 0000

Date: 08/16/2024

Received By: MKC

Received From: ABG LLC

Memo: ZONING FEES

Method of Payment: \$200.00 Cash

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**CITY OF SHEBOYGAN  
RESOLUTION 79-24-25**

**BY ALDERPERSONS DEKKER AND RUST.**

**SEPTEMBER 16, 2024.**

A RESOLUTION authorizing a contract between the City of Sheboygan and SysAid Technologies Ltd. for information technology help desk software.

WHEREAS, suspension of Council rules to allow for immediate passage is desired in order to take advantage of reduced pricing that expires September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with SysAid Technologies Ltd. for purchase and implementation of information technology help desk software.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Account No. 713170-563122 (Information Technology Fund – Info Tech – Software Maintenance) for expenses related to this contract.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

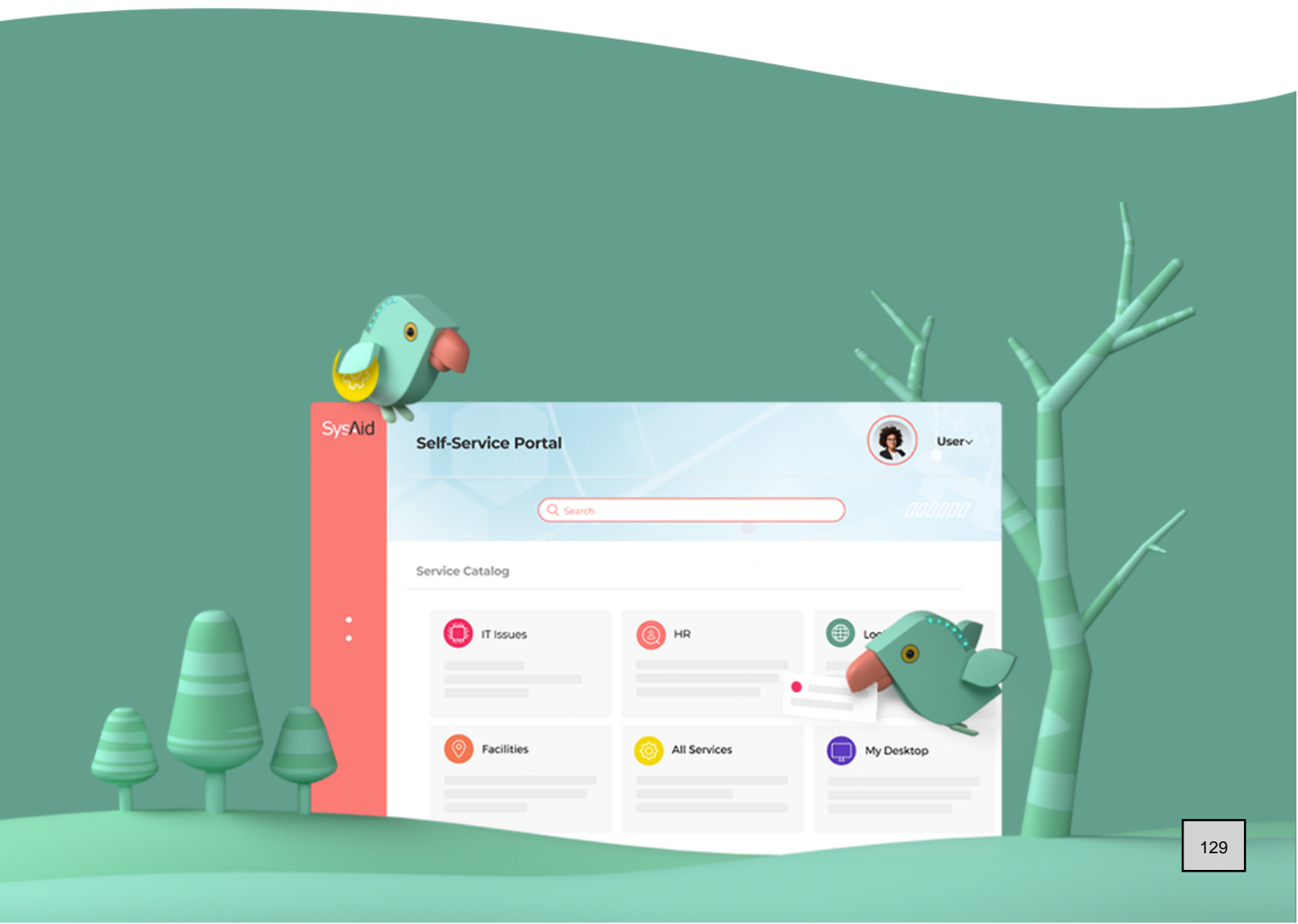
\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# SysAid

## Quote for City of Sheboygan For James Annis

September 05, 2024





**SysAid Subscription Agreement /  
Order Form**

**#DH-QN-20712**

For: City of Sheboygan

[www.sysaid.com](http://www.sysaid.com)

**Quote Date: September 05, 2024**

Valid Until: September 30, 2024

**SysAid Spaces Help Desk Pricing:**

#	Type	Item Details	List Price	Contract Disc.	Permanent Disc.	Unit Qty	Duration	Net Price
1	User	Administrator	\$948	22%	0%	6	1	\$4,436.64
2	Add-on	SysAid Copilot	\$492	20%	0%	6	1	\$2,361.6
3	Packs	Additional Assets (50 per unit)	\$162	22%	0%	4	1	\$505.44
4	Add-on	Team Viewer Administrators	\$1,411	100%	0%	1	1	0
5	Services	HelpDesk Implementation Package	\$2,100	50%	0%	1	1	\$1,050
6	Services	Advanced Services (hours)	\$264	100%	0%	5	1	0

Discount (USD) \$5,764.79

Subtotal (USD) \$8,353.68

**Total Price (USD) \$8,353.68**

**Annual Net Price, USD**

Year 1 \$8,353.68

Year 2 \$7,303.68

Year 3 \$7,303.68

Year 4 \$7,303.68

Year 5 \$7,303.68

**Grand Total \$37,568.40**

### Order Details:

SysAid Spaces Help Desk

- ✓ 6 Administrators
- ✓ Unlimited End Users
- ✓ 450 Assets
- ✓ Asset Monitoring
- ✓ 6 Analytics Seats (Qlik)
- ✓ 6 SysAid Copilot
- ✓ AI Chatbot for End Users
- ✓ AI Insight
- ✓ AI Case Summarization
- ✓ AI Intelligent Categorization
- ✓ AI Emotion
- ✓ Unlimited SysAid for Teams
- ✓ Reporting & Analytics
- ✓ Password Services
- ✓ Tasks & Projects
- ✓ 1 My Desktop channel
- ✓ 1 Remote Control Gateway channel
- ✓ 30 Attachment Storage Size on cloud (GB)
- ✓ Bronze SLA
- ✓ Implementation: Helpdesk Package

Term	5
Billing Frequency	Annual
Currency	USD
Payment Terms	30
Total Price Payable	\$8,353.68

## Terms and Conditions:

- All prices are quoted in USD.
- The invoice must be paid within 30 days from the date of order submission.
- We accept payment by credit card, Paypal or wire.
- The Pricing offered in this Quote is only valid if You complete Your purchase by September 20, 2024.
- The services provided by SysAid under this Quote are exclusively governed by and subject to SysAid's Cloud Terms and Conditions ("Agreement") available at: <https://www.sysaid.com/support/sysaid-documentation/cloud-terms-and-conditions>, unless You signed a custom Agreement with SysAid; by accepting this Quote, You agree to the Agreement. By clicking 'Submit' on Your Order Form, You agree that You have read it and agree to its Terms.
- Multi-year contract terms:
  - In exchange for Your 5 year commitment, You have received a 20% discount.
  - Your contract with SysAid covers a period of 5 years commencing upon submitting Your Order Form. The breakdown of Your yearly charges and payment terms will be illustrated on Your Order Form.
  - Any change to Your license configuration throughout the contract period may affect the annual fee. Barring a change in Your license configuration, Your prices for the entire multi-year period will not change.
  - The above-cited discount is not applicable to upgrades throughout the contract year.

## Helpdesk Implementation Package Scope Of Work:

Phase	SysAid Responsibility	Customer Responsibility	Core Deliverables
Session 1	1 Hour session with a Dedicated Customer Care Representative	* Technical lead to meet with SysAid and provide access to domain and networking resources. * All prerequisites are met before the session	1. <u>Email integration</u> - Incoming and outgoing configured 2. <u>User Repository</u> - Configured, Users and Admins are imported into SysAid
Session 2	1 Hour session with a Dedicated Customer Care Representative	* Technical lead to meet with SysAid and provide access to domain and networking resources. * All prerequisites are met before the session	1. <u>Asset Management</u> - RDS Installed. 2. <u>Sample agents deployed</u>

Session 3	1 Hour session with a Dedicated Senior Customer Care Representative	* Technical lead to meet with SysAid and provide access to domain and networking resources. * All prerequisites are met before the session	1. <u>SSO And Licensed Addons</u>
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## SOW Terms and Conditions:

- **Period of Performance:** This Package has a 3-week performance period starting 2 weeks after the order date.

Kindly be advised that our implementation services are effective for three (3) months starting from the order placement date. In case you need to extend this period or would like to increase your involvement with our Implementation team, we have the provision to accommodate such requests for an extra charge.

- **Place Of Performance:** The project will be performed via remote sessions. A minimum of 1 weekly remote session will be pre-scheduled for the duration of the project to complete it.
- **Work Requirements:** A collaborative effort will be necessary to complete the Technical Enablement Package project. It's important to note that some stages of this project may require access to domain admin and network permissions. Understanding the responsibilities and requirements for each stage of the project is crucial to ensure that it is completed successfully and efficiently. The tasks highlighted in the "Scope of Work" section will be added to a shared Space to ensure visibility to all stakeholders.
- **Configuration Phase:** We will conduct remote sessions and potentially some offline work to configure the integrations. We will work together during these sessions to set up the necessary configurations. We will hold weekly meetings to review and test the configurations to ensure everything functions properly. If any issues arise, the Technician will perform troubleshooting as needed. The prerequisite document must be reviewed before starting the configuration phase. Having all this information at our disposal, we can ensure that the configurations are completed efficiently and effectively.
- **Project Handoff/Closure:** Before the Go-Live date, our team will ensure that all the enablement tasks are completed successfully. Our Customer Care team will be on hand to assist and answer any questions you may have post-launch. We want to ensure that the SysAid product transition is as seamless as possible for your organization.

## SOW Metrics:

The following Metrics will be defined as the success measures for this project -

- Tickets can be created from email
- Users have been imported into SysAid
- At least 1 agent was deployed
- SSO Enabled (if applicable)
- Licensed Addons turned on and working

- Usage - 1 month after completed configuration Unique user to ticket ratio 0.2

By signing, both parties agree to the terms and conditions as set forth in this agreement.

SysAid

City of Sheboygan

Name: Avi Kedmi

Name:

Title: CEO

Title:

Date: September 05, 2024

Date:

Signature: *Avi Kedmi*

Signature: **X**

SysAid's Service Automation is the upgrade IT badly needed -- allowing IT experts to be effortlessly in control of all aspects of IT service management. SysAid -- Get IT Done.

**We're thrilled to share our product with you!**

Please contact Kevin Payoyo at email: [kevin.payoyo@sysaid.com](mailto:kevin.payoyo@sysaid.com), or phone: +1 (800) 686-7047 Ext. 559,  
with any questions or requests

**CITY OF SHEBOYGAN  
RESOLUTION 76-24-25**

**BY ALDERPERSONS DEKKER, RUST, AND MITCHELL.**

**SEPTEMBER 16, 2024.**

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2025, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2025, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2025 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.



BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

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 77-24-25**

**BY ALDERPERSONS BELANGER AND RAMEY.**

**SEPTEMBER 16, 2024.**

A RESOLUTION approving the final plat of the 29<sup>th</sup> Street Subdivision located east of St. Nicholas Hospital on North 29th Street between Superior Avenue and Saemann Avenue.

RESOLVED: That the final plat of the 29<sup>th</sup> Street Subdivision, located in part of the Southwest 1/4 of the Southeast 1/4 of Section 16, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

BE IT FURTHER RESOLVED: That the approval of the aforementioned is conditioned upon compliance with all required state approvals and the recording of the plat with the Register of Deeds for Sheboygan County, and the filing of two (2) true copies with the City Clerk.

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

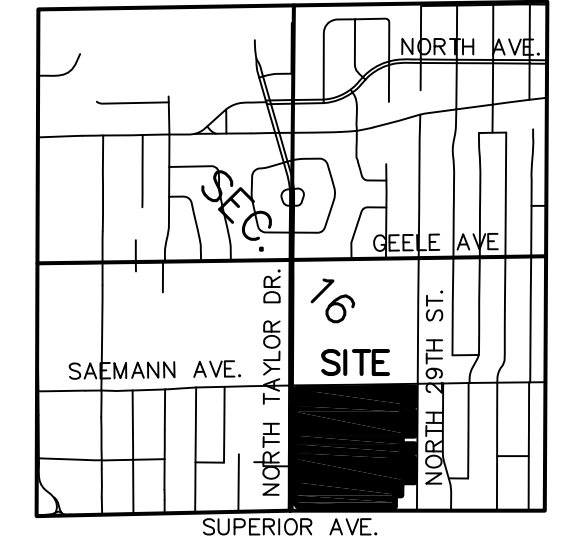
# 29TH STREET SUBDIVISION

Part of the SW 1/4 of the SE 1/4, Section 16, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

SAEMANN AVENUE  
(80' WIDE R.O.W. BY DEED)

N. LINE, SW 1/4 OF THE SE 1/4, SEC. 16

N89°12'02"E 1244.01'



LOCATION MAP

SCALE: 1" = 2000'

**UTILITY EASEMENT NOTE:**

- No poles or cables shall be placed such that the installation would disturb any survey monument of 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. Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision.


**NOTES:**

- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
- NOTHING IS BEING DEDICATED TO THE PUBLIC FOR ROAD RIGHT OF WAY PURPOSES.

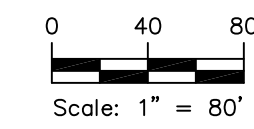
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, T15N, R23E, AS BEING N89°59'54"E PER THE SHEBOYGAN COUNTY COORDINATE SYSTEM



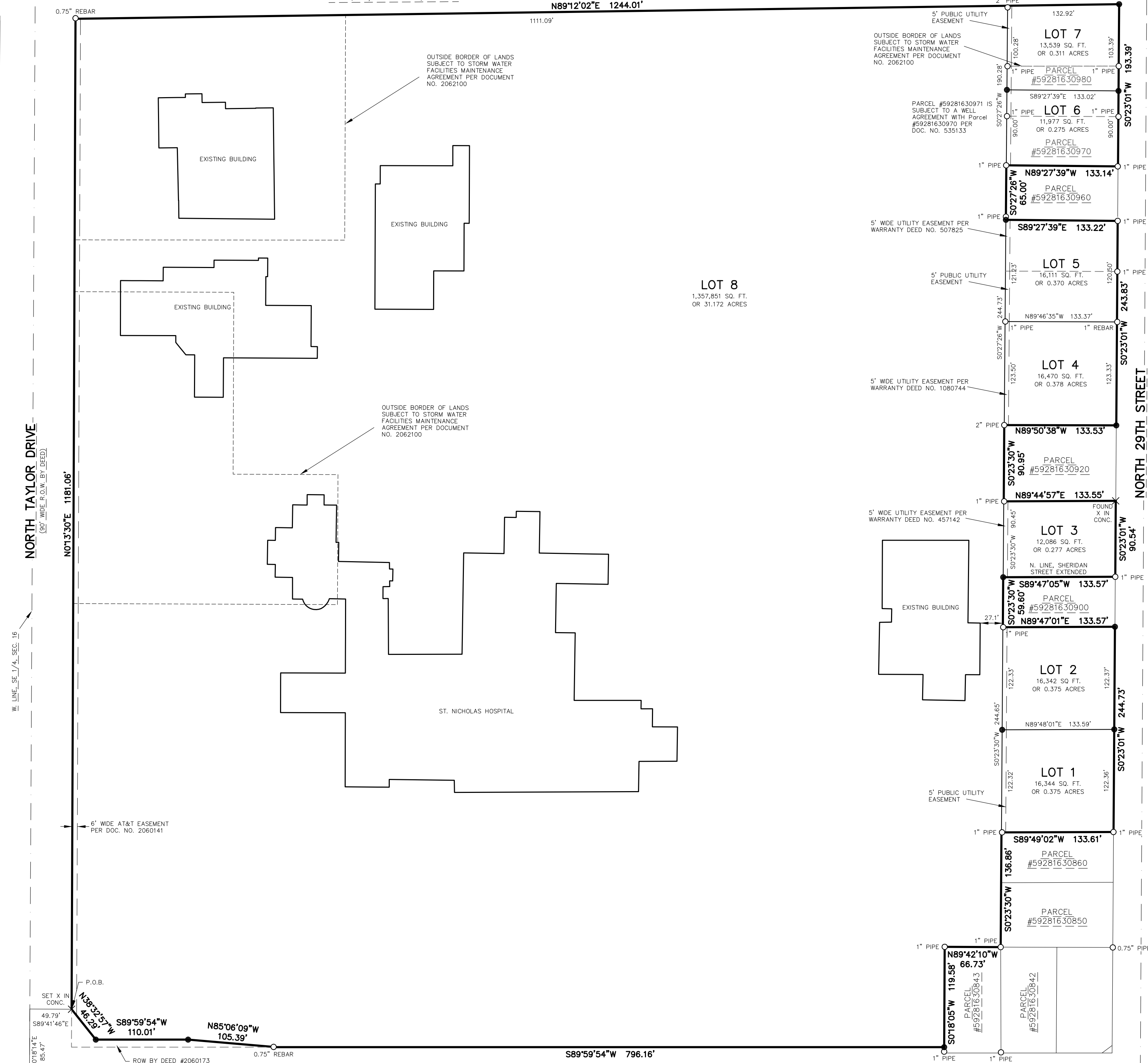
**LEGEND**

- = Found Property Corner
- = Set 1-1/4"x18" Rebar min. 3.65 lbs. per foot
- Set 3/4"x18" Rebar min. 1.13 lbs. per foot at all other lot corners
- ⊕ = Found Section Corner Monument
- (R.A.###) = Recorded As Dimension



**CEDAR CREEK SURVEYING, LLC**  
www.cedarcreeksurveying.com

941 Center Avenue, Suite 1  
Oostburg, WI 53070  
920-547-0599



**OWNER:**  
ST. NICHOLAS HOSPITAL  
SISTERS OF ST. FRANCIS  
3100 SUPERIOR AVE.  
SHEBOYGAN, WI 53081

**SUBDIVIDER:**  
JOSH POSTHUMA  
EASTERN PINES, LLC  
25 E. UNION AVE.  
CEDAR GROVE, WI 53013

**SURVEYOR:**  
BENJAMIN J. REENDERS  
CEDAR CREEK SURVEYING, LLC  
941 CENTER AVE., SUITE 1  
OOSTBURG, WI 53070

# 29TH STREET SUBDIVISION

Part of the SW 1/4 of the SE 1/4, Section 16, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

### SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped 29th Street Subdivision, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 16, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N0°18'14"E 85.47 feet along the West line of said Southeast 1/4; thence S89°41'46"E 49.79 feet to the East right-of-way line of North Taylor Drive and the POINT OF BEGINNING of this description; thence N0°13'30"E 1181.06 feet along said East right-of-way line; thence N89°12'02"E 1244.01 feet along the South right-of-way line of Saemann Avenue; thence S0°23'01"W 193.39 feet along the West right-of-way line of North 29th Street; thence N89°27'39"W 133.14 feet; thence S0°27'26"W 65.00 feet; thence S89°27'39"E 133.22 feet; thence S0°23'01"W 243.93 feet along said West right-of-way line; thence N89°50'38"W 133.53 feet; thence S0°23'30"W 90.95 feet; thence N89°44'57"E 133.55 feet; thence S0°23'01"W 90.54 feet along said West right-of-way line; thence S89°47'05"W 133.57 feet; thence S0°23'30"W 59.60 feet; thence N89°47'01"E 133.57 feet; thence S0°23'01"W 244.73 feet along said West right-of-way line; thence S89°49'02"W 133.61 feet; thence S0°23'30"W 136.86 feet; thence N89°42'10"W 66.73 feet; thence S0°18'05"W 119.58 feet; thence S89°59'54"W 796.16 feet along the North right-of-way line of Superior Avenue; thence N85°06'09"W 105.39 feet along said North right-of-way line; thence S89°59'54"W 110.01 feet along said North right-of-way line; thence N38°32'57"W 46.29 feet along said North right-of-way line to the point of beginning.

I further certify that I have made such survey, land-division, and plat by the direction of Eastern Pines, LLC developer of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision ordinance of the City of Sheboygan, Wisconsin, in surveying, dividing, and mapping the same.

Dated this 16th day of May, 2024.

*Benjamin J. Reenders*  
Benjamin J. Reenders



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_



Department of Administration

### OWNER'S CERTIFICATE OF DEDICATION

St. Nicholas Hospital Sisters of St. Francis, a company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

St. Nicholas Hospital Sisters of St. Francis, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Sheboygan  
Wisconsin Department of Administration

St. Nicholas Hospital Sisters of St. Francis

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Manager Member

STATE OF WISCONSIN) SS  
\_\_\_\_\_) COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above property owners to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

### UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by St. Nicholas Hospital Sisters of St. Francis, Grantor, to

Sheboygan Utilities, Grantee,  
Alliant Energy, Grantee  
Wisconsin Public Service Corporation, Grantee,  
AT&T, Grantee, and  
Charter Communications, LLC d/b/a/ Spectrum Communications, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" areas and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" areas without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

### CERTIFICATE OF CITY TREASURER

I, \_\_\_\_\_, being the duly appointed, qualified and acting treasurer of the City of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_, 2024, on any of the lands included in 29th Street Subdivision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Treasurer

### CERTIFICATE OF COUNTY TREASURER

I, Laura Henning-Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales or no unpaid taxes or special assessments as of \_\_\_\_\_, 2024 on any of the lands included in 29th Street Subdivision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Laura Henning-Lorenz, Sheboygan County Treasurer

### CITY OF SHEBOYGAN RESOLUTION

Resolved that this plat titled "29th Street Subdivision" located in the City of Sheboygan, being developed by St. Nicholas Hospital Sisters of St. Francis, is hereby APPROVED by the Common Council of the City of Sheboygan.

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Ryan Sorenson, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Sheboygan.

\_\_\_\_\_  
Meredith DeBruin, Clerk Date \_\_\_\_\_

OWNER:  
ST. NICHOLAS HOSPITAL  
SISTERS OF ST. FRANCIS  
3100 SUPERIOR AVE.  
SHEBOYGAN, WI 53081

SUBDIVIDER:  
JOSH POSTHUMA  
EASTERN PINES, LLC  
25 E. UNION AVE.  
CEDAR GROVE, WI 53013

SURVEYOR:  
BENJAMIN J. REENDERS  
CEDAR CREEK SURVEYING, LLC  
941 CENTER AVE., SUITE 1  
OOSTBURG, WI 53070



**CITY OF SHEBOYGAN  
RESOLUTION 78-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**SEPTEMBER 16, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2025, the County will distribute \$2,244,783 to local units of government, which includes \$682,570 to the City of Sheboygan during calendar year 2025, which is an increase of \$44,590 from 2024; and

WHEREAS, in 2025 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in the best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

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



# SHEBOYGAN COUNTY

Item 27.

**Keith Abler**  
*Chairman of the Board*

**Alayne Krause**  
*County Administrator*

September 10, 2024

Ryan Sorenson  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$2,244,783 for 2025. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2025 and September 2025.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. This agreement is scheduled for approval by the County Board at its October 22 meeting. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1<sup>st</sup>. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Stephen Hatton, or County Transportation Director Bryan Olson.

Respectfully yours,

Keith Abler, County Board Chairperson

Respectfully yours,

Alayne Krause, County Administrator

Cc: Finance Director Stephen Hatton  
Transportation Director Bryan Olson  
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement  
Form A  
Equalized Value Worksheet

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2025 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the **City of Sheboygan** (Municipality), a municipal corporation with offices at 828 Center Avenue, Sheboygan, WI 53081 and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.
  
2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.
  
3. **EFFECTIVE DATE; TERM; TERMINATION.**
  - A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.
  
  - B. **Term.** The term of this Agreement is for calendar year 2025.
  
  - C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.
  
  - D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.
  
4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.



## 5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2025, pay to Municipality as a distribution of sales tax revenue, the sum of \$682,570.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

## 6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

**7. RESOLUTION OF DISPUTES.** County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

**8. HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

**9. SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

**10. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

\_\_\_\_\_  
[Municipality]

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_  
Alayne Krause  
Sheboygan County Administrator

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Keith Ablor  
County Board Chair

\_\_\_\_\_  
Date Signed

C:8447\241363\2024-08-19



# Sheboygan County Shared Revenue Program

Item 27.

## Budget Year 2025

### (Form A)

#### Section One

Municipality: \_\_\_\_\_

Transportation Budget 2024: \$ \_\_\_\_\_

Transportation Estimated Actual Expenditures for 2024: \$ \_\_\_\_\_

Transportation Budget Proposed 2025: \$ \_\_\_\_\_

County Shared Revenue: \$ \_\_\_\_\_

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2025? (check one)

Yes  No  Project is a multi-year project

**Section Two** - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

#### Project(s) Description

Where: \_\_\_\_\_

What work will be done: \_\_\_\_\_

Project ID: \_\_\_\_\_

Total cost of Project: \$ \_\_\_\_\_

Anticipated start of Project: \_\_\_\_\_

Anticipated completion of Project: \_\_\_\_\_

General Ledger Accounting Unit (if identifiable): \_\_\_\_\_

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Sheboygan County Sales Tax Revenue Sharing with Municipalities  
Budget Year 2025**

<u>MUNI NAME</u>	<u>2024 EQ VAL LESS TID</u>		<u>2025 BUDGET</u>		<u>2024 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>	<u>PERCENT</u>	<u>ALLOCATION</u>	<u>ALLOCATION</u>		
GREENBUSH	238,085,100	1.59%	\$35,601	\$34,175	\$1,426	
HERMAN	218,956,100	1.46%	\$32,741	\$31,858	\$883	
HOLLAND	509,115,500	3.39%	\$76,129	\$73,261	\$2,868	
LIMA	374,911,200	2.50%	\$56,061	\$56,185	-\$124	
LYNDON	283,416,200	1.89%	\$42,380	\$43,096	-\$716	
MITCHELL	188,556,900	1.26%	\$28,195	\$27,970	\$225	
MOSEL	190,999,500	1.27%	\$28,561	\$28,681	-\$120	
TOWN OF PLYMOUTH	583,284,500	3.89%	\$87,220	\$83,315	\$3,905	
RHINE	624,944,700	4.16%	\$93,449	\$89,117	\$4,332	
RUSSELL	54,121,300	0.36%	\$8,093	\$7,773	\$320	
SCOTT	238,931,000	1.59%	\$35,728	\$36,353	-\$625	
TOWN OF SHEBOYGAN	1,261,900,300	8.41%	\$188,695	\$178,392	\$10,303	
TOWN OF SHEBOYGAN FALLS	315,217,400	2.10%	\$47,135	\$46,678	\$457	
SHERMAN	226,297,500	1.51%	\$33,839	\$32,994	\$845	
WILSON	697,694,600	4.65%	\$104,328	\$107,014	-\$2,686	
ADELL	48,773,700	0.32%	\$7,293	\$7,310	-\$17	
CASCADE	69,348,100	0.46%	\$10,370	\$9,815	\$555	
CEDAR GROVE	240,425,500	1.60%	\$35,951	\$34,245	\$1,706	
ELKHART LAKE	460,096,800	3.06%	\$68,799	\$62,147	\$6,652	
GLENBEULAH	51,791,000	0.34%	\$7,744	\$7,688	\$56	
HOWARDS GROVE	416,937,800	2.78%	\$62,346	\$60,784	\$1,562	
KOHLER	627,974,300	4.18%	\$93,902	\$98,705	-\$4,803	
OOSTBURG	374,852,100	2.50%	\$56,052	\$47,242	\$8,810	
RANDOM LAKE	223,893,400	1.49%	\$33,479	\$33,404	\$75	
WALDO	57,364,600	0.38%	\$8,578	\$8,514	\$64	
PLYMOUTH	960,676,800	6.40%	\$143,652	\$142,267	\$1,385	
SHEBOYGAN	4,564,706,000	30.41%	\$682,570	\$637,980	\$44,590	
SHEBOYGAN FALLS	908,782,100	6.05%	\$135,892	\$129,108	\$6,784	
COUNTY TOTAL	15,012,054,000	1.00	\$2,244,783	\$2,156,072	\$88,711	

**CITY OF SHEBOYGAN  
RESOLUTION 80-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**SEPTEMBER 16, 2024.**

A RESOLUTION approving a Financial Policy Handbook.

WHEREAS, staff from the City’s Finance, Legal, and Administration departments have drafted a policy intended to guide staff in various activities implicating purchases, contracting, credit card usage, city-sponsored travel, grants, and more; and

WHEREAS, the draft policy has been circulated and reviewed by all department heads and suggested modifications have been considered and/or incorporated; and

WHEREAS, staff hopes that by adopting this policy, contracts may be more swiftly negotiated and executed, staff will have detailed guidance for recurrent activities undertaken on the City’s behalf, and that City activities will comply with federal and state regulations as applicable to the activity.

NOW, THEREFORE, BE IT RESOLVED: The Common Council hereby indicates their support for and approves the attached Financial Policy Handbook.

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 FINANCIAL POLICY HANDBOOK

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## INTRODUCTION

### PURPOSE

The purpose of this handbook is to establish uniform procedures for all departments within the City for various activities undertaken by staff including the purchase of goods or services, the negotiation and execution of contracts, the application for and acceptance of grants, soliciting and accepting donations, using City-issued credit cards for purchasing, reimbursing staff for travel expenses and implementing the City's annual budget planning process. These guidelines are intended to ensure that all purchases are acquired at the best value possible and that the City operates effectively and efficiently while enhancing competition and providing fair opportunity and equitable treatment to all vendors while remaining in full compliance with applicable laws. Unless otherwise required by applicable laws or regulations, this handbook is not intended to replace an employee's professional discretion in decision-making. Where deviations from this handbook occur, sound recordkeeping practices should be employed.

The financial policies contained within this handbook serve to provide guidance and structure for the City's financial management practices to align with industry laws, rules and standards. These practices are governed by applicable Federal and State laws, rules and regulations, the generally accepted principles and practices as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), Government Finance Officers Associations (GFOA) and by the continuing guidance of the City of Sheboygan Common Council.

These policies will be reviewed periodically in order to determine if any updates are required. Any recommended changes will be presented to the Common Council for their consideration and approval during the annual budget cycle.

### COMPLIANCE RESPONSIBILITIES

Failure to comply with this policy handbook may subject an employee to the loss of individual purchasing authority, and/or disciplinary action up to and including termination. The City Administrator, in consultation with the City Attorney, Director of Human Resources, and/or Finance Director, is responsible for enforcing the policies within this handbook when not otherwise enforced by the applicable department head. The Purchasing Agent is responsible for working in partnership with relevant City staff for specific purchases. The Finance Department may perform periodic audits of relevant documentation and process to further monitor compliance.

## PURCHASING

### SCOPE AND APPLICATION

The purchasing provisions of this policy apply to all purchases for goods or services that were included in the City's budget as approved by the Common Council. Purchases of goods or services for which a budget amendment is necessary, may require specific Common Council approval via resolution as more fully set forth in the Budget Amendment policy within this handbook.

The purchasing provisions of this policy further apply to all purchases and/or contracts for goods or services entered into by the City and its various departments, boards, commissions, and advisory bodies as well as to donations, grants, credit card usage, and annual budgeting.

The policies contained herein may cover subjects addressed in other sources such as state or federal laws, city ordinances, or resolutions. The provisions of Wis. Stat. Chapters 62, 65, and 66 relating to municipal purchasing and finance, as with all other applicable state and federal laws and regulations, take precedence over any portion of this policy handbook that may be in conflict. When in doubt, please contact the City Attorney or Finance Director prior to entering any contract to understand the scope of regulation applicable to a particular scenario.

### PURCHASING AGENT

Pursuant to Sheboygan Municipal Code ("SMC") DIVISION 2-III-4, the City has established a Purchasing Agent, who reports to the Finance Director, and who has the power to purchase all supplies, equipment, and services needed by any and all departments, boards, commissions, and other agencies of the City, regardless of source of funds. Departments with technical expertise may purchase specialized items unique to their operations without collaborating with the Purchasing Agent subject to applicable laws, regulations, and policies.

The Purchasing Agent reserves the right to coordinate the purchase of like items when such a purchase is beneficial and practical to the City.

## PURCHASE ORDERS

Generally, purchase orders are required for all purchases via entry into the City's accounting software unless a City-issued credit card is used for the purchase. Purchase order authorization should be obtained prior to executing a purchase. Payment to a vendor will not be made and/or items are subject to return if a purchase order is not authorized prior to purchase. The requesting department shall enter a requisition request into MUNIS/ Enterprise ERP. Once required approvals are made, the request will convert to a purchase order. The employee responsible for the purchase, whether the Purchasing Agent or another, shall deliver the purchase order to the vendor for processing prior to accepting delivery of the good or service.

Blanket purchase orders are issued on an annual or periodic basis to vendors with whom multiple purchases will be made on an ongoing basis. Examples include office supplies, repair parts, library books, or other materials/supplies for which the exact quantities are not known.

## PURCHASING AND PROCUREMENT

City staff are stewards of taxpayer money and should therefore strive to make sound purchasing decisions that are based on competitive bids/quotations, are not frivolous, and are in the City's best interest. Contracts for the delivery, installation, warranty, or related services shall further comply with the Contracts policy contained within this handbook and with the City's records retention schedule.

All purchases should be made in accordance with the appropriations that have been approved by the Common Council for the operations of the respective City departments. The Department Head is responsible for ensuring these appropriations are not exceeded. For transit projects utilizing federal funds, the Transit Utility will utilize its Procurement Policy in accordance with Federal Transit Administration requirements.

### Purchases up to \$4,999.99

Departments are encouraged to seek multiple sources in order to reasonably assure the best product and price, within the desired parameters of quality and delivery. Department Heads must approve purchases via the requisition request approval process in the City's accounting software. Staff should utilize their experience and best judgment in purchasing decisions.

### Purchases of \$5,000.00 to \$24,999.99

Competitive quotations or proposals must be requested and documented. The purchase should be awarded to the lowest responsible and responsive proposal that the Department Head determines is in the City's best interest. Department Heads must approve purchases via the requisition request approval process in the City's accounting software. All purchases in this price range should also be pre-approved by the Finance Director.

### Purchases of \$25,000.00 to \$49,999.99

Competitive quotations or proposals must be requested and documented. The purchase should be awarded to the lowest responsible and responsive proposal that the Department Head determines is in the City's best interest. Department Heads must approve purchases via the requisition request approval process in the City's accounting software. All purchases in this price range should also be pre-approved by the Finance Director and City Administrator or the Administrator's designee. In the absence of a City Administrator, all purchases in this price range should be pre-approved Finance and Personnel Committee Chair.

### Purchases of \$50,000.00 or More

Competitive quotations or proposals must be requested and documented. The purchase should be awarded to the lowest responsible and responsive proposal that the Department Head determines is in the City's best interest. Common Council pre-approval is required for any new purchase of \$50,000.00 or more. "New purchase" means a one-time or special basis procurement that was not approved as a line item in the City operating or capital budget. Prior to submitting an authorizing resolution to the Common Council, the purchase should be subjected to City Administrator and Finance Director approval. The City Attorney may be consulted for compliance as stated in the contracts policy contained in this handbook.

## QUALIFICATION-BASED SELECTION (QBS)

The selection process for engineering and design services will be in accordance with the “Brooks Act” (Public Law 86 Stat. 1278 (1972), 40 U.S.C. 541) when required or may be as appropriate. “Engineering and design services” includes environmental and geotechnical drilling and laboratory testing when such services are required for engineering and design studies, investigations, tests, evaluations, or soils investigations for a specific project. The Brooks Act requires a Qualification-Based Selection (QBS) process whereby at least three firms are selected in order of preference based upon qualification criteria. Negotiations are initiated with the firms in their order of preference until a fair and reasonable price is secured. The intent of the Brooks Act is that consideration of price within the selection process is not in the public's best interest.

## SOLE SOURCE PROCUREMENT

“Sole Source” means that only one source exists for a particular product or service. Where competitive quotations or proposals must otherwise be requested and documented but where City staff believes a product may only be obtained from sole source procurement, the Department Head must justify to the City Administrator why the product or project should not be competitively bid. Such justification should include a demonstration that only one source exists; a statement showing the price to be reasonable either on a fair market value or on a cost basis; a statement as to why sole source vending is being recommended, including reason(s) for rejecting other products, services, or suppliers if there are other sources for similar products or services; and a statement indicating why such procurement is in the City’s best interest. If the purchase is required in order to match existing equipment, the existing equipment must be identified. Any sole source procurement with a value of \$25,000.00 or greater requires Common Council approval.

## COOPERATIVE AND CONSORTIUM PURCHASING

The City may purchase goods or services at discounted prices under contracts already negotiated by the State of Wisconsin or others as long as the process allowed for cooperative purchasing and otherwise complies with Wisconsin’s public construction laws. Contracts available through [vendornet.wi.gov](http://vendornet.wi.gov) comply with these requirements and are administered through the Wisconsin Department of Administration, Bureau of Procurement. If staff desires to utilize another vendor for a cooperative purchasing opportunity, such request should first be reviewed by the City Attorney’s Office for legal compliance. To expedite legal review, staff should provide the City Attorney’s Office with a copy of the contract, website, and any other information staff has regarding the desired purchase. If approved by the City Attorney, the requestor is then obligated to follow other considerations within this policy handbook.

## DEPARTMENT-SPECIFIC PURCHASING

Departments with technical expertise may purchase specialized items unique to their operations without collaborating with the Purchasing Agent. However, the Purchasing Agent would remain available to serve in an advisory capacity. The individual(s) coordinating the purchase bears responsibility for compliance with all applicable laws, regulations, and policies. The Finance Department may perform periodic audits of department-specific purchasing practices. The Finance Director will make the final determination over whether a purchase is department-specific or not.

In order to ensure compatibility and a maintenance of standards, all purchases of information technology equipment, supplies, software, and services must be preapproved or initiated by the Director of Information Technology.

Procurement activities by and for Shoreline Metro are subject to the Federal Transit Administration “Appendix A of Procurement Policies”. The current version of this Appendix is available upon request made to the Parking and Transit Director. In addition, agencies issuing paratransit service contracts through Shoreline Metro must submit a procurement checklist accompanied by appropriate and sufficient documentation to the Parking and Transit Director for review to ensure federal compliance.

## EMERGENCY PURCHASING

When an emergency will not permit the use of the processes outlined in this policy, the applicable Department Head, Finance Director, and/or the City Administrator may determine the procurement methodology most appropriate to the specific situation, in consultation with the City Attorney. Appropriate documentation of the basis for the emergency should be maintained. The following situations constitute an emergency under this provision of the policy:

- Any situation in which an immediate and substantial danger to the health, life, or property of any person exists.

- Any situation in which potential for increased damage to City property exists if the situation is not immediately remedied.
- Any situation in which the Mayor's Office declares an emergency.

In situations of extreme price volatility, the Finance Director may approve the purchase and then submit the requisition for approval in arrears. Appropriate documentation of the situation, including all vendors solicited for bid, should be provided to the Finance Director for consideration in their decision-making.

### PURCHASE ORDER ADJUSTMENTS

Purchase order change orders may be used when funds need to be added to complete the contract's scope of work; a general ledger account needs to be corrected; a vendor's address needs to be updated; or minor modifications to the original scope of work need to be made. Change orders are not allowed beyond 15% of the contract price for changes in quantities or to add items; new scope of work not covered by the existing project contract; or to enter into a new contract.

Change orders may be approved by the City Administrator without Common Council action if the modification to the original scope of work or change to the cost of original contract is less than 10% of the original contract price. For all allowable changes, budget funds must be available within the general ledger account to support the adjustment. Change orders may not be split in an effort to avoid the threshold requiring Common Council approval.

### PURCHASE ORDER CARRYFORWARDS

At year-end, the Finance Department will complete a full review of open purchase orders in concert with the purchasing department. Purchase orders will only be allowed to carryforward their budget allocation to the next fiscal year if the cause for non-closure is due to a delay in delivery from the supplier or a service contract has not been completed. Orders for products must be completed prior to December 31 with the expectation that delivery will occur prior to year-end to utilize current year budget allocations.

After the first meeting of the new Common Council year (the first meeting that occurs after the April election), the Finance Department will again review open purchase orders. A resolution containing the list of open carryforward purchase orders will be brought forward for Common Council approval in order to comply with Wis. Stat. § 65.06(1).

### DONATIONS

The City may be offered a donation of funds, labor and/or goods from private-sector partners, non-profit groups, and individuals. Such donation may qualify as an exception to public construction laws. When approached with a donation offer of over \$5,000 value, the Department Head or City Administrator should work with the City Attorney to ensure compliance with all applicable laws, regulations, and policies. For donations requiring City Attorney review, the "Donation Acceptance Form" should be completed by the Department Head and forwarded to the Finance Department for tracking and recordkeeping. Employees with discretionary authority over any permit or application or with enforcement powers should not solicit gifts or donations.

All monetary donations will be receipted by the Finance Department into the accounting system within "Special Revenue Funds" according to the restrictions placed by the donor. Department heads should work with the Finance Director to ensure purchases are compliant with the donation conditions. Donation balances will be monitored by the Finance Department.

The Finance Department will provide to a donor, at their request, an acknowledgement of donation receipt reflecting the fair market value. Replacement of donated items will be considered in future budgets but is not guaranteed. If the City believes a donation is not in the City's best interest, the City reserves the right to decline any gift or donation.

### GRANTS

Grants provide an opportunity for the City to receive funds from new sources allowing additional projects to be completed and services to be provided. City staff are encouraged and expected to continuously look for grant opportunities in all functional areas that align with the City's mission, strategic priorities, and adopted plans. The City Administrator and Department Head will evaluate available grants for short-term and long-term feasibility in relation to staff commitment, future capital and operating costs or matches, and compliance requirements. Federal grants may require compliance with

certain federal standards, which will be identified the Terms and Conditions applicable to such grant. The Finance and other department heads affected by the grant should be consulted as needed.

Once the City Administrator has approved application for a grant, the following requirements apply:

**1) Application**

The grant application will be submitted to the best ability by the receiving department, and they will confer with other City department staff as necessary. After submission, the grant application will be submitted to the Finance Department with a completed Grant Tracking Form. The Finance Department will start a master file for the grant.

Under no circumstance should work outlined in the scope of services or products described in an application begin or be purchased prior to award and acceptance unless otherwise fully funded within the City budget and allowable per the grant conditions.

**2) Award/Contract Acceptance**

Once an award notification and grant contract have been received, copies should be sent to the Finance Department and City Attorney's Office for review. Common Council approval is required if the City Attorney's office deems it necessary, if there is an unbudgeted funding match, or if there are significant staffing/operating requirements to be considered. The signed contract will be sent to the granting agency with copies to the City Clerk, City Administrator's Office, and Finance Department.

**3) Post Award Management**

The receiving department should ensure a plan is established to spend all funds and complete project/purchase requirements according to the grant contract. All purchases associated with grants should follow City procurement policies if more restrictive. Oversight of post award management is critical to ensure that the interests and responsibilities of the City are met and maintained. Regular communication between all parties involved is required. The frequency and extent of communication will be agreed upon between the Finance Department and receiving department after the award is accepted.

**4) Reimbursement Requests**

All requests for reimbursement will be prepared by the Finance Department, with confirmation from the recipient department, according to the required grant schedule. The Finance Department will reconcile reimbursement requests to the accounting system to ensure that all eligible expenses are captured. All funds received from grantors will be receipted by the Finance Department to the appropriate general ledger within the City's accounting software.

**5) Reporting/Compliance**

Grants typically require activity progress and financial reports to be submitted to the grantor. Receiving departments should prepare accurate activity progress reports as required. All financial reports should be compiled with Finance Department assistance and provided to the Finance Director or designee for review before submission to the granting agency. This review will focus on accuracy and reconciliation to the City's accounting records. Once reviewed and approved, the report will be submitted to the grantor. All reports submitted to the grantor shall be given to the Finance Department for retention in the grant's master file.

**6) File Management**

The Finance Department will maintain the grant's master file according to the City's retention schedule. All associated accounting records will also be retained according to the City's retention schedule. If a grantor requires a longer retention period, the master file is to be marked and kept accordingly. If applicable, the receiving department should turn over all benchmark and activity information to be kept with the master file.

## PROHIBITED PURCHASING PRACTICES

### Serial Contracting Prohibited

Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the same project in order to avoid federal, state, or local requirements. Serial contracting may be unlawful and may subject the City to financial liability. Any staff person and/or department head responsible for serial contracting may be subject to discipline up to and including termination.

### Conflicts of Interest in Purchasing

Employees should not participate directly or indirectly in a purchase if the employee or a member of the employee's family has a financial interest in the purchase or has made any arrangement that could plausibly present a conflict of interest. Not all circumstances constitute a conflict of interest. If a purchase or contract may constitute a conflict of interest, the impacted employee should confer with their department head and/or the City Attorney as soon as such potential conflict becomes apparent.

Employees should not purchase goods or services on the City's behalf from City employees unless the employee/seller is considered an independent contractor as defined by the Internal Revenue Service. When considering making such a purchase, staff should consult with the City Attorney for preapproval.

Employees should not utilize City-negotiated discounts, the City's tax-exempt status, City credit cards, or City accounts to purchase goods or services or for their own personal use or gain.

Employees should not solicit gifts or offers for personal use or gain based upon their relationship with the City. When considering whether to receive a gift, employees are directed to the gifts policy contained within the Employee Handbook. Any questions or concerns regarding whether to accept a gift or what to do with a received gift should be discussed with the employee's department head.

## CONTRACTING

### SCOPE AND APPLICATION

The contracting provisions of this policy handbook apply to all contracts regardless of title, entered into by the City and its various divisions and departments. Common contract names include but are not limited to memorandum of understanding (MOU), agreement, understanding, quote, or order form. If you are unsure whether a document qualifies as a contract or if an agreement will extend into a subsequent year, consult with the City Attorney, Finance Director, or City Administrator.

### CONTRACTING PARTY

All contracts must be made in the name of the "City of Sheboygan." Because individual departments and agencies are not separate legal entities, they do not have authority to contract on their own. Department heads and other staff do not have authority to sign contracts except pursuant to Council approval or where specifically authorized by law, ordinance, or policy.

### EXECUTION AUTHORITY

Contracts should not be executed by any officer or employee other than the purchasing agent or upon the agent's or Council's delegation except as provided in this policy handbook. Pursuant to Wis. Stat. § 62.09(10)(f), the Comptroller shall countersign all contracts thereby affirming that the necessary funds have been provided to pay the liability. Pursuant to Wis. Stat. § 62.15(12), contracts for public works shall be signed by the mayor and clerk, unless otherwise provided by resolution or ordinance, approved as to form by the city attorney, and countersigned by the comptroller.

The Redevelopment Authority ("RDA"), Plan Commission, Housing Authority, Transit Authority, and Mead Public Library Board of Trustees ("Library Board") may enter into contracts without express Council authorization assuming such expenditure or obligation does not exceed the funding budgeted to such entity for the fiscal year. These bodies must follow all applicable laws governing their contracting authority.

## RESOLUTION REQUIREMENTS

The employee responsible for or requesting execution of a contract is responsible for drafting an authorizing resolution for it. Upon drafting, the resolution should be forwarded to the City Attorney for review prior to submission to Council. Every resolution authorizing a City contract should:

- Accurately identify the contracting party by its full legal name;
  - Establish the maximum amount of funds to be expended;
  - Establish the contract term, including any renewal or extension options;
  - Provide enough information about the substance of the contract or nature of the work so that, in the event of a legal dispute, a court can reasonably determine authorized by the Council and
- contract;
- Specify who is authorized to sign the contract on the City's behalf;
  - Cross-reference any related resolutions, ordinances, laws, or policies.

When a project was included within the current annual budget and the current annual capital improvement plan, and when the agreement to effectuate the contract otherwise complies with this policy handbook, no separate authorizing resolution is required. Rather, such agreement may be entered into upon review by the City Attorney and approval by the City Administrator.

## STANDARD TERMS FOR CONTRACTS

Contracts entered into by the City should comply with the standard terms explained herein and contained in the attached Exhibits A & B. Alternatively, contracts for City-bid construction projects may be executed with the City's Standard EJCDC Construction Contract on file with the City Engineer. Whenever a department head or purchasing agent desires to contract with another party utilizing forms they provide, the City's standard terms and conditions, attached as Exhibit B, should be incorporated into the agreement with a provision explaining that the City's standard terms and conditions supersede any conflicting provisions within the contract. Deviations from this policy will be handled pursuant to this policy. For transit projects utilizing federal funds, the Transit Utility will utilize the required Federal Transit Administration clauses, certifications and assurances along with any additional local terms of agreement.

## SCOPE OF SERVICES AND SCHEDULE OF PAYMENT

The department administering a contract is responsible for preparing the contract's scope of services or scope of work. The scope should be sufficiently specific to answer the "who, what, where, why, when, and how" of the contracted activity.

The Finance Department will administer payments pursuant to a schedule as set forth in the contract. Such schedule should allow a minimum of thirty days after receipt of invoice for payment remission.

## COMMON PROVISIONS & RELATED POLICIES

**Dispute Resolution:** Contracts will typically include one of three ways to resolve disputes arising out of the contract or contracted activities; arbitration, mediation, and negotiation. In arbitration, a trained arbitrator serves as a judge responsible for resolving the dispute by hearing the parties' arguments and making a binding decision. In mediation, a neutral, trained mediator facilitates consensus or compromise between the parties. With a negotiation, the parties work in good faith to resolve the matter directly between themselves without third-party assistance.

*Policy:* The City's preferred method of dispute resolution is good faith negotiation followed by resolution in the circuit court of Sheboygan County. The City will not agree to arbitration. The City may agree to mediation but such decision will be made by the City Attorney in consultation with the requesting Department Head.

**Hold Harmless:** When a party agrees to hold the other harmless, the party releases the other from legal responsibility for injuries or damages that party caused.

*Policy:* The City does not agree to hold a contracting party harmless unless doing so is in the City's best interest or if the contracting party is another governmental entity or an agency, department, or division thereof, without Council's express approval. The City Attorney and City Administrator, by mutual agreement, are authorized to hold harmless a government party when doing so is a condition of state or federal financial assistance, is necessary to commence a public works project, or is a condition of any state or federal permit or approval. Whenever a

Department Head desires to enter into a contract that releases the other party from legal responsibility via harmless provision, the Department Head must justify taking on this risk in accordance with this policy.

**Indemnification:** When a party indemnifies another, it agrees to pay the losses suffered by the other party, which arose from certain acts. A common example of an indemnification agreement is homeowner's insurance. The homeowner pays an insurance company a premium in exchange for the insurance company indemnifying or paying for losses suffered by various acts, like a catastrophic weather event or fire.

*Policy:* The City does not agree to indemnify a contracting party unless doing so is in the City's best interest or if the contracting party is another governmental entity or an agency, department, or division thereof, without Council's express approval. The City Attorney and City Administrator, by mutual agreement, are authorized to indemnify government parties when such indemnification is a condition of state or federal financial assistance, is necessary to commence a public works project, or is a condition of any state or federal permit or approval. Whenever staff desires to enter into a contract that imposes a duty of indemnification on the City for any party except those noted above, the responsible Department Head must justify taking on this risk in accordance with this policy and such contract must be presented to the Common Council for approval.

**Limitation of Liability.** When a party limits liability to a set amount, such as the contract price, the City assumes responsibility and costs beyond that amount.

*Policy:* The City does not agree to limitations of liability unless doing so is in the City's best interest. The City Attorney and City Administrator, by mutual agreement, are authorized to agree to a limitation of liability provision when doing so is a condition of state or federal financial assistance or permit approval, or is necessary to commence a public works project, Whenever staff desires to enter into a contract that imposes a limitation on liability, the responsible Department Head must justify taking on this risk in accordance with this policy and such contract must be presented to the Common Council for approval.

**Means and Methods:** This is a term that refers to the techniques, materials, and procedures used by a contractor to complete a project.

*Policy:* Every service and construction contract should include language explicitly stating that the contractor is responsible for matters within their control with respect to the contracted activities. This language is contained within Exhibit B. Deviations from this language are subject to City Attorney approval.

**Non-Appropriations:** A non-appropriation clause enables a contracting party to terminate a contract at the end of an appropriation period without further obligation or penalty. This provision protects the City from having to pay future expenses under contract if they are not approved in a future budget year.

*Policy:* Consistent with Wis. Stat. § 65.06(1), whenever the City contracts for work to be compensated in a subsequent budget cycle, the contract must include language that protects the City from incurring unauthorized financial liability via a non-appropriations provision.

**Notice:** This provision identifies the person responsible for receiving official notice related to the contract. The Mayor and City Clerk are empowered by Wis. Stat. § 801.11(4)(a)3 to accept service on behalf of the City. Business communications related to the contract are different from official notice and encompass routine communications between the City and the contracted party.

*Policy:* Where a contract provides a place to list a person for official notices related to the contract, the person listed should be the City Clerk with copy to either the Purchasing Agent or responsible Department Head. Business communications related to the contract may be undertaken via mail, electronic mail, telephone, or in-person with the City employee responsible for communicating with the contracted party.

**Termination:**

**Termination for Cause** is a provision identifying how a party may end a contract before expiration if the other party fails to fulfill their contractual obligation(s).



**Termination for Convenience** is a provision allowing a party to end a contract before expiration simply by choice

*Policy:* Every service and construction contract should include language allowing the City to terminate the contract for cause or for convenience. Whenever a department head responsible for administering a contract develops concern that a contracting party is unable to perform their duties or believes the contracting party is in default, the department head should immediately consult with the City Attorney.

**Waiver of Subrogation:** Subrogation is the means by which an insurance company recovers its losses paid in response to a claim. For example, when an insured driver's car is totaled through the fault of another driver, the insurance company reimburses the insured driver for the loss and then pursues reimbursement through the other driver or their insurance company.

*Policy:* The City requires a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.

## INSURANCE REQUIREMENTS FOR CONTRACTORS

Risk transfer through the proper use of insurance certificates, endorsements, and indemnity agreements is a critical aspect of protecting the City's best interests and taxpayer money. Except where otherwise specified by ordinance, the insurance provisions and amounts that are required of all contractors performing services for the City are as set forth in the attached "Exhibit A". Such provisions should be evidenced via a signed certificate of insurance listing as certificate holder, "The City of Sheboygan, its employees, officers, and agents" as well as via a copy of any required endorsement, which should be kept on file with the signed contract. Obtaining only a certificate does not protect the City's best interests. Ensure that both a certificate and a copy of the applicable endorsements are provided prior to contract execution.

## SERVICE CONTRACT APPROVAL PROCESS AND SCOPE OF AUTHORITIES

Each person identified in the Approval Process & Scope of Authorities may designate one or more staff members to exercise their authority with regard to this policy. The Department Head/Purchasing Agent seeking to contract should, upon City approval, obtain all necessary signatures from the contracting party and then provide the contract to the City Clerk who will obtain all necessary signatures from City staff. A full copy of every executed contract shall be filed with the City Clerk, the City Administrator, and the contracting department.

- I. The Department Head/Purchasing Agent desiring to enter into contract should first review the contract for compliance with this policy. Such review includes assembly of all relevant documents including the insurance certificate(s), insurance endorsement(s), exhibits, price or term sheets, and any other documents relevant to the proposed contract. The Department Head/Purchasing Agent is responsible for initial communications with the contracting party and for requesting modifications necessary to bring a contract into compliance with this policy. When the Department Head/ Purchasing Agent is satisfied that the contract complies with this policy or, in the case of deviations, that the Department Head/Purchasing Agent feels such policy deviations are in the City's best interest, the Department Head/Purchasing Agent should forward the contract and all companion documents to the City Attorney for review. If deviations from this policy are desired, the Department Head/Purchasing Agent should state, in writing, why such deviations are, in their professional opinion, in the City's best interest.
- II. The City Attorney should, signify in writing whether the requirements of this policy have been met prior to the execution of any contract. If the contract complies with this policy and the total related expenditure does not exceed \$50,000.00, the City Attorney may authorize execution of same by the appropriate officials upon countersignature by the Comptroller. If deviations from this policy are desired and/or the total related expenditure exceeds \$50,000, the City Attorney should explain why, in their professional judgment, such deviations are or are not in the City's best interest and should forward the contract and all companion documents to the City Administrator for consideration.
- III. The City Administrator, and Department Head/Purchasing Agent seeking to contract may, upon consultation with the City Attorney, amend or waive the general insurance requirements or other contractual provisions for contracts valued less than \$50,000 if they are satisfied that the nature of the contract, changing insurance

practices, or other extenuating circumstances require alteration and that other contractual provisions added to protect the City. It is the responsibility of the Department Head/Purchasing Agent seeking deviation to justify same. If deviation from this policy is agreed upon, such alternate terms should be reduced to writing and approved, in writing, by the City Administrator and Department Head/Purchasing Agent seeking the deviation. Where deviations are desired for contracts valued greater than \$50,000, Common Council approval is required prior to execution.

If the City Administrator and Department Head cannot achieve unanimous agreement to alternate contractual provisions, the Department Head/Purchasing Agent may seek approval from the Common Council, which may authorize deviations from this policy where appropriate given the circumstances upon hearing the justifications or concerns as set forth by the Department Head/ Purchasing Agent and/or City Attorney.

- IV. When a contract that deviates from this policy is sought by the City Administrator, such contract should be reviewed by the City Attorney and, if the City Attorney does not believe entering into the contract is in the City’s best interest, the City Administrator may seek approval from the Common Council pursuant to section III.

## SPECIAL CONTRACTS

### INTERGOVERNMENTAL AGREEMENTS (“IGA”)

Contracts with other governmental bodies present unique issues. Contracts involving federal funds or oversight require additional provisions depending on the nature of the program. The City Attorney should be consulted as early as possible in the process.

### DEVELOPMENT AGREEMENTS

Each development agreement presents unique issues and opportunities. The City Attorney should be consulted as early as possible in the process and should be timely updated with any pertinent information regarding the proposed development. Development Agreements will be drafted by the City based on a Terms Sheet supplied by a Developer and/or considering any other factors deemed relevant by the City Attorney and/or City Administrator. Council approval should be obtained once the necessary details are known, or when the City is tasked with selecting between options. For Development Agreements involving Tax Increment Financing Districts, the Finance Director should be consulted as early as possible in the process.

### REAL ESTATE TRANSACTIONS

Transactions relating to the acquisition, sale, or donation of real estate and for the permanent, temporary, or limited use of City-owned property presents unique issues and opportunities. The City Attorney should be consulted as early as possible in the process. Documents effectuating a real estate transfer or private use of City-owned property must be reviewed by the City Attorney and approved by Council.

### PUBLIC WORKS/ PUBLIC CONSTRUCTION CONTRACTS

All public construction, the estimated cost of which exceeds \$25,000.00, shall be awarded by contract to the lowest responsible bidder and as the Common Council directs. Public construction contracts trigger several state laws and as such, should be undertaken in consultation with the City Attorney’s Office on forms approved for such use.

## BUDGETING POLICY

### PURPOSE & OVERVIEW

The City strives to create a transparent budgeting process that promotes stakeholder participation throughout to ensure the direction of the City aligns with local community needs. Through this policy, the City intends to establish guidelines for the City’s annual budgeting process, to provide a framework for decision-making regarding the use of City funds, and to ensure responsible fiscal management to maintain financial sustainability.

The City’s budget is prepared for the fiscal year beginning January 1 and ending December 31. Department heads, with staff assistance, will prepare department budget requests under the direction and parameters established by the City

Administrator. The City Administrator should submit a proposed budget for the following fiscal year to the Council with ample time for review prior to the first Council meeting of November. Upon receipt of the proposed budget, the Common Council will evaluate and amend the proposed budget at their discretion until adopted.

## BALANCED BUDGETING

The Common Council is required to adopt a balanced budget. A balanced budget includes operating expenditures that do not exceed operating revenues and is a basic budgetary constraint intended to ensure that the City does not spend beyond its means. Unassigned fund balances may only be appropriated for one-time expenditures to the extent they support non-recurring expenses. All fund balances should be maintained at or above the required minimal levels as defined within the City's fund balance policy.

## BUDGET SCHEDULE

The City Administrator will prepare and submit for review an annual budget schedule to the Common Council, which includes important dates and deadlines. The City Administrator may provide a separate budget schedule to department heads to assist with process expectations.

## BUDGET PARAMETERS

The City Administrator will prepare budget parameters with direction from the Common Council to serve as a guiding document throughout budget development. Budget parameters may include direction on priorities, goals for the upcoming year, anticipated challenges, and any other relevant information that should be considered during department head budget preparation.

## REVENUES

The City will continue to explore different opportunities for funding to support continuation of service and operations. Revenues include, but are not limited to, taxes, licenses and permits, forfeitures, charges for service, and interdepartmental charges. Revenues should be estimated for budget purposes in good faith and should include supporting documentation identifying methodology used in preparation. There should be a consensus by Finance staff, department heads and City Administrator prior to inclusion of estimates in the proposed budget submitted to Common Council.

Department heads should work with the Finance Director during the budget process to review any fees associated with their department and to suggest changes based on factors such as inflation, indirect costs, and any other related expenses that impact the cost of providing the program or service to the public. New fees or the elimination of fees require Common Council approval. Fees should be set to cover 100% of all related costs including direct costs, administrative costs, and organization-wide support costs. If a Department Head does not recommend charging 100% of all related costs, the fee amount should be approved by Common Council. In order to avoid drastic changes, the Common Council may approve phased implementation of new or updated fee amounts.

Restricted revenues may only be used for legally permissible purposes. Programs and services that generate restricted revenue will be clearly designated as such and should expend restricted funds before utilizing general funds.

One-time revenues should be solely utilized to cover one-time expenditures. The City should avoid using temporary revenue sources or one-time revenue sources to fund ongoing programs and services.

## EXPENDITURES

In order to provide quality programs and services to the public, expenditures should be sufficiently budgeted for. Expenditure estimates for budget development should be estimated in good faith using financial data to identify trends, annual assumptions, and best judgment.

Non-represented employee salary cost-of-living adjustments shall be tied to the annual cost-of-living adjustment provided to Social Security recipients. If the City is unable to increase wages to the full extent of the adjustment due to budget constraints in a particular year, a plan to reach the increase in following years should be presented prior to budget adoption.

Vacant positions should be budgeted at the control point on the associated salary pay grade and include employee-only health and dental insurance.

All new requests for funding, including for additional staffing, should be submitted during the annual budgeting process and include information detailing how the request aligns with the City's mission and strategic plan.

## BUDGET AMENDMENTS

Department heads should review revenue and expenditure projections on a quarterly basis. If upon review, it is anticipated that there will be a significant variation between the projected and budgeted amounts, the Department Head should submit a request for a budget amendment to the Finance Director detailing the circumstances causing the variation. The Finance Director will review the request and assist with the appropriate procedure based on the following approvals:

- The Finance Director may approve budget amendments that involve movement of expenses between accounts within a department (same organization code in the accounting system) resulting in a net neutral change to the budget.
- The City Administrator may approve budget amendments that involve movement of expenses between departments that result in a net neutral change to the budget, decreases to revenues and expenditures of the same amount, or increases to revenues and expenditures of the same amount.
- Common Council approval is required for budget amendments that are not budget neutral or that involve movement between funds. A two-thirds vote is required from Common Council for these budget amendment approvals per Wis. Stat. § 65.90(5)(ar). Any net surpluses or deficits that occur as a result of these budget amendments will be applied to the appropriate fund balance at the close of the fiscal year.

## INVESTMENT AND CASH MANAGEMENT

### PURPOSE

The purpose of this policy is to formalize the framework for the City's daily cash management and investment activities. The policy is intended to be broad enough to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment of assets.

### OVERVIEW

This policy applies to all financial assets of the City. These funds shall be accounted for and disclosed in the City's Financial Statements according to Government Accounting Standards Board rules and guidance.

The Comptroller must review this policy in conjunction with the City's commercial banks at least every three years. Any changes proposed as a result of that review should be submitted to the Common Council.

For the avoidance of doubt, to the extent stricter rules apply—such as with respect to investing the proceeds of tax-exempt bonds between issuance of the bond and usage of the proceeds—those stricter rules also apply.

### OBJECTIVES

The primary objectives of all investment activities involving the financial assets of the City are, in order of priority: safety, liquidity and return.

Safety and preservation of principal in the overall portfolio is the foremost investment objective. Investments should be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk. Credit risk will be minimized by limiting investments to the safest types of securities, pre-qualifying the financial institutions that are chosen for partnership and diversifying the investment portfolio. Interest rate risk will be minimized by structuring the investment portfolio to meet cash flow needs for operations and investing in operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

The investment portfolio should remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, because all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

The investment portfolio should be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs.

## DELEGATION OF AUTHORITY

The Comptroller is responsible for approving cash management and investment decisions under this policy. The Comptroller should apply the “prudent investor” standard in the context of managing an overall portfolio. The Comptroller, acting in accordance with any written procedures and this investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported appropriately (as required by this policy) and the liquidity and sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their own capital as well as the probable income to be derived.

## CASH MANAGEMENT PROGRAM

The City shall maintain a cash management program with one or more depository institutions that will 1) provide protection for the City’s deposits through collateralization or similar protections and, 2) maximize any interest on deposits while minimizing fees. The average balance held with a commercial bank should be within the FDIC/NCUA insurance limit as much as possible.

To the extent permitted by law, all revenue received by the City—including revenue of the Mead Public Library Board, Parking Utility, and Transit Utility—shall be deposited with the one or more commercial banks with which the City maintains its cash management program and managed in accordance with this cash management program.

## INVESTMENT PORTFOLIO

City funds not needed for the City’s immediate use will be invested in accordance with state law and this Investment Policy. This Investment Policy stipulates the City shall diversify the investment portfolio by instruments, financial institution and maturities which comply with Section 66.0603 of the Wisconsin Statutes.

The City may invest in any other permissible investment identified in Wis. Stat. § 66.0603 to the extent permitted by law with the following limitations:

Debt obligations for corporate issuers or municipal issuers outside the State of Wisconsin must carry a rating in the highest rating category as assigned by Standard & Poor’s Corporation, Moody’s Investors Service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

Investments shall be diversified by limiting securities from a specific issuer or business sector (excluding U.S. Treasury securities) to avoid overconcentration credit risk. Any known vulnerability due to concentrations or constraints within the investment portfolio will be reported according to the Government Accounting Standards Board requirements.

## TREASURY MANAGEMENT

For matters related to treasury management, the City shall enter into an agreement with each commercial bank designated as a depository in which funds are actually deposited. This agreement shall set forth appropriate requirements regarding: (1) reporting to the City by the commercial bank, (2) the collateralization of City funds, (3) safekeeping of pledged securities,

and (4) any other provisions deemed appropriate by the Comptroller to adequately protect the City. Fees shall be established in advance. All compensation shall be disclosed in a written agreement. The relationship between the financial institution and the City by be terminated at any time at the discretion of the City.

## DIVERSIFICATION BY FINANCIAL INSTITUTION

The only restriction regarding allocation of funds within the City's investment portfolio is that Certificates of Deposit (CD) in commercial banks will be limited to no more than 25 percent of the portfolio at any one institution and are either below applicable insurance limits or secured by collateral as defined by this policy. The Comptroller will endeavor to ensure the investments are appropriately diversified among issuers.

## MATURING SCHEDULING

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs. Maturities for term instruments may be extended to not more than seven years from the date on which it is acquired in an effort to maximize the highest rate of return during varying market conditions.

## FINANCIAL INSTITUTIONS

A list of financial institutions authorized by Common Council to hold City assets shall be maintained by the Comptroller.

## REPORTING REQUIREMENTS

Daily reports of cash collections and monthly reports of investments will be generated for management purposes as needed. The Finance and Personnel Committee will be provided quarterly reports regarding the City's Investment portfolio.

## SAFEKEEPING AND CUSTODY

Securities will be held by a (centralized) independent third-party custodian as evidenced by safekeeping receipts or reports in the City's name.

## COLLATERALIZATION REQUIREMENTS

Funds held in depository institutions in excess of FDIC/NCUA insurance limits and/or coverage limits specified in Wisconsin statutes 34.08(1)(2) shall require collateral valued at 102% of the principal and accrued interest. Conditions of the collateral arrangement will be detailed in a "Security Agreement" between the depository financial institution and the City. Collateral pledged for this purpose will be held by a third-party custodian, in the City's name, and evidenced by a "Tri-Party" agreement between the depository financial institution, the City, and the custodian. Evidence of ownership must be detailed in a safekeeping receipt supplied to the City. A Letter of credit through the Federal Home Loan Bank of Chicago will list the City named as beneficial owner.

## DEBT MANAGEMENT

### PURPOSE

Primary objectives of this policy include establishing the appropriate use of debt, finding alternative methods to pay debt service costs other than property tax, minimizing the City's debt service and issuance costs, retaining the highest practical credit rating, providing complete financial reporting and disclosure, and maintaining level and affordable annual debt service payments.

### USES OF DEBT AND OTHER FORMS OF BORROWING

The City may use long term financing for the acquisition, maintenance, replacement, or expansion of capital assets and infrastructure as planned within the City Capital Plan. The City will not issue long term debt to fund current operations. Financing options allowed pursuant to Wisconsin statutes, including but not limited to: general obligation bonds and notes, State Trust Fund Loans, revenue bonds, capital or secured equipment leases, tax incremental bonds, special obligation bonds, and bond anticipation notes may be considered.

## DEBT CAPACITIES & LIMIT

The City's debt capacity will be used only after other financing options have been reviewed and the use is approved by the Finance Director and City Administrator. The planned use of debt will be reviewed for impact on the City's credit rating.

In order to maintain a borrowing limit appropriate for the City's credit rating objectives and to preserve the City's financial flexibility, the City will maintain outstanding non-TID debt of an amount not exceeding 60 percent of the City's aggregate statutory borrowing limit as prescribed by Wis. Stat. § 67.03(1)(a).

## LENGTH OF DEBT AND TIMING OF BOND ISSUES

Debt will be structured to provide for the shortest repayment period, while minimizing large fluctuations in property tax or other revenue requirements for debt retirement. The amortization period will be based upon a fair allocation of costs to current and future beneficiaries of the capital and infrastructure assets, and to revenue streams used to finance the annual debt service payments. Generally, the City issues promissory notes with a ten-year amortization for capital improvement projects. Tax increment financing projects, and significant facility projects may warrant a longer-term debt schedule, but in most cases not to exceed a 20-year repayment schedule. Call features may be included if appropriate and financially feasible. Under no situations will the financing term exceed the useful life or average useful lives of the assets to be financed. To help protect the City's bond rating, bond sales will be scheduled in an orderly schedule to assure the markets of the stability of the City's financial decisions.

## CAPITALIZED INTEREST

The City will generally not capitalize interest on its general fixed assets and infrastructure assets. Capitalized interest will be considered an increased cost of the project for proprietary fund assets for which borrowing is used as a financing mechanism. Debt issues for Tax Increment District projects may utilize capitalized interest dependent upon the project plan.

## CONDUIT FINANCING

Conduit financing is debt issued by the City of Sheboygan to finance a third party's project. The City may sponsor conduit financing for those activities that serve a public purpose and are consistent with the City's overall goals such as economic and industrial development, housing, health facilities, etc. Unless a compelling public policy rationale exists, such conduit financing will not in any way pledge the City's faith and credit. Information regarding the financial feasibility of the project and financial capacity of the company may be reviewed by the City prior to the approval of such financing.

## CREDIT RATING

The City of Sheboygan seeks to maintain the highest possible credit rating for all categories of debt that can be achieved without compromising the City's operational objectives. The City recognizes that its credit rating can be impacted by conditions of the economy which are out of its control.

## FINANCIAL DISCLOSURE

Every financial report and bond prospectus will follow the City's commitment to complete and full disclosure in conformance with industry requirements. The City's intent is to provide necessary information to constituents, council members, investors, departments, financial institutions, rating agencies, grantors, governmental agencies, and other interested parties. This includes, but is not limited to, meeting the Securities and Exchange Commission Rule 15c12-12 Secondary Disclosure Requirements.

## INDEPENDENCE, METHOD, AND AWARD OF SALE

The City will select a method of sale that is most appropriate considering the City's financial position, the market environment, project-specific needs, and other related conditions. Unless specific situations exist, the City will issue its debt obligations through a competitive sale. Award of the sale will be based on the True Interest Cost Method (TIC). Under certain situations, it may be appropriate to seek financing through other methods such as negotiated sale or private placement. All such alternative methods of sale will receive prior approval from the Finance Committee and Common Council. The financial advisor shall maintain complete independence from the underwriting process.

## REFUNDING PRACTICES

Periodic reviews of all outstanding debt will be performed to determine refunding opportunities. Refunding will be considered when there is a net economic benefit of the refunding (as measured in “present value”), to improve restrictive debt covenants or to improve debt structure.

## ARBITRAGE

The City’s bond counsel will prepare a no arbitrage certificate with tax-exempt issue. The Finance Department will be responsible for ensuring compliance with the most current arbitrage regulations. The City will segregate bond fund investments or, at a minimum, maintain monthly allocations of commingled bond investments. The City will plan projects carefully in advance to determine the applicability of the rebate exceptions and, if necessary, will have rebate calculations performed annually during the construction period, and no less often than on a five-year basis thereafter, until the bonds mature.

## FUND BALANCE

### PURPOSE

The purpose of this policy is to provide guidance for compliance in accordance with Government Account Standard Board Statement #54 - Fund Balance Reporting and Governmental Fund Type Definitions. The responsible management of fund balance provides a stable environment for the City of Sheboygan’s operations that allows the City to provide quality services to its residents in a manner designed to keep services and taxes as consistent as possible over time.

### DEFINITIONS AND POLICIES

**Fund Balance** is the difference between assets and liabilities in governmental funds (i.e. general fund, special revenue funds, capital project funds, debt service funds and permanent funds).

**Non-Spendable Fund Balance** is the amount of a fund balance that cannot be spent because it is either not in a spendable form or because law or contract require the funds to remain intact.

*Policy:* At the end of each fiscal year, the City will report the portion of fund balance that is not in spendable form as “Non-Spendable Fund Balance” on financial statements, which will include, but is not limited to inventories, prepaid items, long term account receivables, and interfund receivables.

**Restricted Fund Balance** is the portion of spendable fund balance that is constrained because of legal restrictions by 1) external groups such as creditors, grantors, contributors or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

*Policy:* At the end of each fiscal year, the City of Sheboygan will report Restricted Fund Balance on the financial statements that have applicable legal restrictions per provisions of GASB #54 including debt service and capital funds from long-term debt proceeds.

**Committed Fund Balance** is the portion of fund balance that is constrained for specific purposes, which are imposed by the Common Council through formal action. The formal action must occur prior to the end of the reporting period, but the commitment amount subject to the constraints may be determined in the subsequent period. Any changes to constraints imposed require the same formal action of the City Council that originally created the commitment.

*General Fund Policy:* Prior to the end of each fiscal year, the City of Sheboygan will determine the specific purposes of committed fund balance. Any new specific purposes will be set forth in a Common Council resolution with the final amount being determined at or after year-end. Specific purposes for committed fund balance approved in prior-year resolutions will be carried forward until rescinded through Common Council action.



*Other Funds Policy:* Fund balances in special revenue funds, unless restricted by an outside party, are considered committed to the specific purpose set forth by each special revenue fund. In addition, capital funds that do not include debt proceeds will normally be reported as committed. When special revenue funds are created, Common Council approval will be required to formally commit the funds. Council action will be required to transfer funds out of special revenue funds.

**Assigned Fund Balance** is the portion of spendable fund balance that is intended to be used for specific purposes that do not meet the criteria to be classified as restricted or committed.

*Policy:* The Common Council authorizes the Finance Director to assign amounts within the financial statements for a specific purpose. Assignments may take place after the end of the reporting period. Assigned fund balance may include fund equity applied for subsequent year expenditures approved by Common Council.

**Unassigned Fund Balance** is the residual classification for spendable fund balance not included in other classifications. This classification is not subject to any constraints and is available for any purpose. These are the current resources available for which there is no self-imposed limitations or set spending plan.

*Policy:* In order to maintain sufficient reserves for emergency expenditures, the City shall maintain a minimum unassigned General Fund balance equal to at least 25 percent of the subsequent year’s general fund expenditures. Funds in excess of 25 percent may, at the Common Council’s discretion, be appropriated toward one-time capital improvement projects, debt abatement, property tax reduction, or investments into programs that enhance efficiencies or reduce operating costs.

## CREDIT CARD POLICY

### SCOPE AND APPLICATION

This policy establishes the guidelines governing the purchase of goods or services with a city credit card and defines the roles and responsibilities of every cardholder.

Credit cards are generally intended for small dollar, high-volume purchasing activities. The use of credit cards streamlines the purchasing process by reducing administrative burdens and costs associated with traditional methods of payment and benefits the City through rebate revenue, improved purchasing data analytics, providing a petty cash alternative, allowing immediate payment to vendors, and supporting emergency preparedness. Purchases made via credit card are subject to the policies and procedures of the City’s purchasing policy. Any violation of this policy will result in disciplinary action including, but not limited to, termination.

### CREDIT CARD USERS AND LIMITS

Each Department Head will be issued a credit card upon hire to be utilized for departmental purchases. Credit cards for other employees may be requested by the Department Head utilizing the Credit Card Request form. All credit card users must review and sign the Credit Card User Acknowledgement Form prior to receiving a credit card from the Finance Department.

The established default credit card limits will be as follows:

Non-Supervisory Employees:	\$1,000
Supervisors:	\$3,000
Department Heads:	\$5,000
Finance Director:	\$50,000
City Administrator:	\$50,000

Department Heads may request temporary or permanent increases for employee credit cards within their department based on need. Requests should be submitted in writing to the Finance Director, who has approval authority subject to this policy. When requesting a temporary limit increase, the requestor should indicate the requested amount and explain the circumstances warranting the increase (for example: \$2,000 increase for large purchase of supplies for an annual employee event). For a permanent limit increase above the listed default amounts, the requestor should indicate the requested amount and explain the basis for needing to regularly exceed the default limit (for example: a monthly service subscription of \$2,000

in addition to other regular purchases renders the limit insufficient). Permanent limit increases should first be reviewed by the Finance Director and if approved, referred to the City Administrator for final approval.

## CARDHOLDER ROLES & RESPONSIBILITIES

Credit card users should follow all applicable purchasing guidelines approved by the Common Council.

Once a credit card has been issued, it may not be transferred between individuals and/or departments. Where the employees within a department share use of a credit card, all purchases should be approved by the Department Head, who bears responsibility for card utilization. Employees must surrender any credit cards in their possession upon termination of employment. If an employee's position changes, the Finance Director will determine if the individual continues to qualify for use of a city credit card. Credit cards will be closed if there is no purchase activity for six months.

Cardholders must:

- Limit purchases to official business use only
- Promptly report any prohibited or unauthorized purchases to the Finance Director or Assistant Finance Director
- Perform monthly reconciliation and submit receipt documentation for every purchase within 10 business days of statement cycle closure as detailed in the procedure document provided by the Finance Department
- Verify goods/services listed on the credit card statement have been received in the quantity and quality agreed upon
- Report fraudulent/suspicious activity to the credit card vendor and their Department Head as soon as discovered
- Immediately notify the Finance Director or Assistant Finance Director of a lost or stolen card
- Attempt to resolve disputes or billing errors directly with the vendor
- Return credit card to Department Head or Finance Department upon end of employment or revocation of credit card purchasing authority by Finance Director.

## CREDIT CARD PROGRAM OVERSIGHT

The Finance Director and Assistant Finance Director oversee the City's credit card program. Credit cards will be issued to City employees and elected officials upon Finance Director approval based on the criteria within this policy and are subject to immediate revocation at the Finance Director or Assistant Finance Director's discretion.

The Finance Department is responsible for recording credit card transactions in the City's accounting software and shall perform periodic audits to confirm compliance with this policy. Such audits may include reviewing purchase supporting documentation, confirming timeliness with records submission, and verifying purchase approvals.

Each Department Head is expected to oversee credit card activity within their department.

## CREDIT CARD USAGE

All credit card purchases should follow the bidding and quoting processes found in the Purchasing and Procurement section of this handbook.

City credit cards shall be used for official business only. Prohibited purchases include, but are not limited to, personal purchases of any kind, gift cards without Department Head approval, firearms/ammunition/explosives, and cash advances.

## CREDITS/ DISPUTES

If a cardholder returns goods for any reason, a credit should be issued to their credit card and a credit receipt obtained. Under no circumstances should a cardholder receive cash or credit voucher for returns. Cardholders should avoid merchants with restrictive return policies to avoid potential disputes.

A cardholder should attempt to resolve any disputes or billing errors directly with the vendor. If the dispute cannot be resolved with a credit issued, the cardholder should work with the Finance Department to file a claim with the credit card

vendor. Examples of disputed transactions include unauthorized charges, variance in price purchased and charged, duplicate charges, failure to receive goods/services ordered, and returned goods that were not credited.

## REBATES & REWARDS PROGRAMS

If a City-issued credit card is used for a purchase that generates a rebate, rebate documentation and receipt should be provided to the Finance Department for use by the City. If a purchase generates a non-rebate reward and is not linked to a City-issued credit card, the purchasing employee may recoup such rewards. Examples of allowable rewards include points for purchasing a hotel stay via personal credit card for a City-related event or purchasing airline travel tickets with a personal credit card for a City-related travel expense. Employees should not use a City-issued credit card for reward generation.

## CREDIT CARD PROGRESSIVE DISCIPLINE GUIDELINES

The following guidelines will be used when determining appropriate disciplinary action for misuse of a City-owned credit card. Upon identifying credit card misuse, the Finance Director will notify the cardholder's Department Head and document each offense. Offenses will be considered for one calendar year from offense date.

The following activities may subject an employee to discipline up to and including termination, may result in the temporary or permanent loss of credit card privileges, or may result in the referral for criminal prosecution:

- Missing or invalid receipts
- Splitting purchases to avoid purchasing limits
- Unauthorized or prohibited purchases
- Unauthorized sharing of a City-issued credit card
- Untimely submission of credit card purchase documentation
- Intentional use of credit card for personal gain.

## EMPLOYEE TRAVEL EXPENSES

### HOTEL /MOTEL

The City will pay or reimburse employees for overnight accommodations when a training or conference is more than a single day and more than fifty (50) miles from the employee's workplace. Department heads are allowed variances from these requirements when the start or end time of the training or conference discourages safe travel. All overnight stays and accommodation choices must be pre-approved by the employee's department head. When available, employees should take advantage of discounts for government entities or through the conference booking.

### MEALS

Meal reimbursements will be the standard meal allowance as established by the Federal US Government Services Administration (GSA) or by the US Department of State Office of Allowances for international travel. Using the standard meal allowance requires records to prove the time, place and business purpose of your travel. The standard meal allowance is for a full 24-hour day of travel. If you travel for part of a day, such as on the days you depart and return, reimbursement requests should reflect only those meals during travel time. Instances when actual expenses are more than the federal rate can be included with documentation/justification.

Reimbursement for meals will be allowed on trips that do not necessitate an overnight stay only on the following conditions and if a reasonable travel time is required:

- Breakfast: Employee leaves their home before 7:00 a.m.
- Lunch: Employee leaves their workplace before 10:30 a.m. and returns after 2:00 p.m.
- Dinner: Employee arrives back at home or workplace after 6 p.m.

Federal Internal Revenue Service regulations require employees to report, as income, certain meal expenses reimbursed by the employer for trips not involving overnight stay.

In no circumstances will reimbursements be made for the cost of alcoholic beverages.

## TRANSPORTATION

**Air Travel:** The amount permitted for air travel shall be limited to the lowest fare available. Air fare reservations are to be made with the approval of the Department Head on a city credit card. Flight insurance coverage for employees is not an allowable reimbursable expense. Employees will be limited to reimbursement for one piece of checked luggage with proof of payment.

**Use of City-Owned Vehicle:** Employees may receive reimbursement for tolls, parking, gas, and emergency expenditures related to operating a city-owned vehicle for work purposes. No City-owned vehicle may be used for personal business unless de minimis in nature. The employee is responsible for following all traffic laws and regulations. Employees are personally responsible for paying any fine or penalty for traffic or other violations associated with city-owned vehicle usage.

**Use of Personal Vehicle:** The City reimburses mileage for the use of a personal vehicle for City business at the annual rate published by the IRS. Mileage will be calculated based on the shortest route as provided by an online navigation system (i.e. Google Maps, MapQuest) from the employee's workplace to the location of the destination. In addition to mileage, the employee will be reimbursed for parking, bridges and tolls if receipts are provided. Employees will not be reimbursed for gasoline, oil, repairs, towing, or other similar expenditures.

If a city employee uses a personal vehicle, the employee shall be responsible for arranging adequate personal liability and property damage insurance. Employees are to obey traffic laws and regulations. Employees are personally responsible for paying any fine or penalty for traffic or other violations.

The use of personal vehicles for out-of-town travel should be limited to trips for distances and situations where other modes of travel involve excessive loss of time or where a common carrier is not practical. If an employee combines a personal vacation with a business trip and opts to drive their personal vehicle in lieu of air travel, the amount of the reimbursement will be the lesser of the lowest air fare available or the per mile rate. Meals and lodging during the drive will not be reimbursed for the additional travel time.

**Taxis/Rideshare:** Charges for taxis or other rideshare services are reimbursable for travel within the destination city if necessary for travel between the hotel, airport, and conference/training location. Tips up to 15% are reimbursable. Receipts will be required to receive the reimbursement.

## TRAVEL COMPANION

The City's accommodation reimbursement assumes an employee will be traveling alone. When an employee travels with a non-employee companion, the City reimbursement will be based on the employee's expenses only. Any upgrades or additional expenses necessitated by the non-employee companion will be employee's financial responsibility.

## EXPENSE REPORTS

To receive reimbursement for travel expenses, the employee will need to fill out the "Travel Expense Form" provided annually by the Finance Department. Receipts, other supporting documentation and specific training/conference information should be provided as required on the form. The form requires sign off from the Department Head and Finance Department prior to reimbursement occurring through payroll.

## CAPITAL ASSET POLICY

### PURPOSE

The purpose of this policy is to establish guidelines governing the City of Sheboygan's capital asset management. This policy will define capitalization thresholds, create an accounting and tracking framework for compliance, and establish guidelines for the development of the City's Capital Plan.

### CAPITALIZATION THRESHOLDS

The City of Sheboygan has determined an asset will be capitalized for reporting purposes if the following criteria are met:

- Initial value is over \$10,000

- The asset is expected to be used in operations for at least two years

Capital assets may include infrastructure, buildings, machinery, equipment and vehicles. Items with extremely short useful lives and/or small monetary value will not be considered capital and are to be reported as an expense or expenditure in the period in which they are acquired.

Repair and maintenance are expenditures that keep the property in ordinary efficient operating condition. The cost of the repair does not add to the value or prolong the life of the asset. All repair and maintenance costs to capital assets are to be treated as an annual operating expense and charged to the appropriate department or fund.

Road projects will be considered reconstruction and capitalized if the average overlay thickness is at least 2.5 inches deep. If the overlay is less than 2.5 inches, it will be considered maintenance and will not be capitalized.

Improvements are expenditures for additions, alterations, and renovations that appreciably prolong the life of the asset, materially increase its value, or adapt it to a different use. Improvement costs of \$10,000 or more to individual capital assets are to be capitalized.

## VALUATION

Capital assets should be reported and accounted for at historical cost. Historical cost includes the invoiced amount, sales tax, initial installation costs, modifications, attachments, accessories, or any apparatus necessary to make the asset usable and render into service. Historical costs also include ancillary charges such as freight and transportation costs, site preparation costs, fees, and legal claims that are directly attributable to asset acquisition. Indirect costs should be capitalized only if the costs are not included in general overhead.

If historical cost is not easily determined, an estimated cost based on fair market value should be established for reporting purposes. If a capital asset is donated to the City, then the asset will be valued based on the fair market value at the time of the donation. The extent to which capital asset costs have been estimated and the methods of estimation should be disclosed in the financial statements.

Capital asset improvement costs should be capitalized if the associated costs exceed the capitalization threshold established within this policy or if any one of the below circumstances are met:

- The value of the asset is increased significantly (at least 25% of the original cost).
- The estimated life is increased significantly (at least 25% of the original useful life).
- The capacity of the asset is increased by more than 10%.
- The efficiency of the asset is increased by more than 10%.

Salvage value is the estimate of what an asset may be sold for at the end of its service life. The City intends to use capital assets until they are deemed worthless. A salvage value of zero shall be assigned to all capital assets unless otherwise mandated by State or Federal requirements. All land, including land improvements and land easements, are not to be depreciated.

## CAPITAL ASSET CLASSES

This section of the policy will establish and define the different classes of capital assets. Each class will be further defined with subclasses in the City's accounting software to support better recordkeeping or reporting. Examples of subclasses are included below but all-inclusive lists are not provided within this policy. The Finance Director and Deputy Director will utilize their best judgment to determine what subclass an asset should be recorded to.

### Land

Land is a non-depreciable asset and may include right of way and easements. The cost of land includes the contract purchase price, taxes, other liens assumed, title search costs, legal fees, surveying, filling, grading, draining and additional costs of preparing the land for its intended use. Land acquired through forfeiture or foreclosure should be valued to include the total amount of taxes, liens and other claims surrendered plus all other costs incidental to purchase.

## Buildings & Improvements

Buildings are defined as structures built with the purpose of sheltering persons or property and are not intended to be transportable or moveable. Examples of buildings include fire station, library, administration building, storage shed or pumping station buildings.

Improvements are defined as alterations or renovations to land or building that adds value or extends useful life.

Subclasses include:

- Land improvements: parking lot, fencing or retention pond with useful life
- Building improvements: roof replacement, addition or remodeling
- Park improvements: play structure or splash pad

## Machinery & Equipment

An apparatus, tool, or purchased equipment that is used in City operations. These items can be fixed or movable but shall not become a part of a structure or building. Subclasses include:

- Furniture and Fixtures: desks, chairs, tables, bookcases or office cubicles
- Machinery/Equipment: copiers, power tools, radios,
- Computer Hardware: monitors, keyboard, mouse, printers, and hard drives.
- Computer Software: internally developed software
- Vehicles: police squads, trucks, cars, ambulance

## Infrastructure

The physical structures and facilities required to support essential services such as transportation, water, wastewater and storm sewer. Subclasses include:

- Drainage
- Streets/Roads
- Curb and Gutter
- Bridges
- Sidewalks
- Traffic Signals
- Streetlights

## Construction in Progress

Assets that are under construction at the end of the fiscal year will be reported under construction in progress. A reclassification to the capital asset account on the balance sheet will occur in the year of completion and depreciation will begin at that time.

## ESTIMATED USEFUL LIFE

Estimated useful life is defined as the approximate number of years that an asset will be usable for the intended purchase use. In determining useful life, consideration should be given to the asset's present condition, use of the asset, construction type, and any maintenance policies. To help establish consistent financial reporting for all types of capital assets, the following schedule shall be utilized:

Asset Class/Type	Estimated Useful Life
<b>Land</b>	
Land Acquired	Not depreciated
Easements Acquired	Not depreciated
<b>Buildings</b>	

Buildings Acquired or Constructed	40 years
Building Improvements	25 years
<b>Machinery and Equipment</b>	
Furniture and Fixtures	5 years
Machinery and Equipment	5 – 10 years
Computer Hardware	5 years
Computer Software	3 – 20 years
Vehicles:	
Police Squad Cars	4 years
Cars & Light Trucks (includes unmarked police)	8 years
Heavy Duty Buses	12 years or 500,000 miles
Medium Duty Buses	7 years or 200,000 miles
Light Duty Buses	4 years or 100,000 miles
Medium Duty Trucks	10 years
Ambulances	5 years
Fire Engines	10 years
Fire Trucks	20 years
Garbage Trucks	8 years
Sweeper Trucks	11 years
Dump Trucks	16 years
<b>Infrastructure</b>	
Drainage	Not depreciated
Streets (Concrete)	45 years
Streets (Asphalt)	20 years
Curb and Gutter	40 years
Bridges	40 years
Sidewalks	30 years
Traffic Signals	20 years
Streetlights	20 years

**DEPRECIATION**

Depreciation is the allocation of net cost over the depreciable asset’s estimated useful life. The City calculates depreciation on a straight-line basis. Capital assets will begin depreciating on the first of the month after the asset has been placed into service. If the date the asset was placed into service is not known, an estimated service date will be used for reporting purposes.

The following information is required to establish initial depreciation settings:

- Date the asset was placed into service.
- Asset cost or acquisition value.
- Asset class and type.
- Asset salvage value (if mandated by State or Federal requirements).

- Assets estimated useful life (see Exhibit A for Useful Life Schedule).

## ACCOUNTING FOR CAPITAL ASSETS

The Finance Department will establish and maintain the capital asset records within the City's accounting software including acquisitions, transfers and disposals. Asset adjustments will be done on a monthly basis after receipt of the appropriate form (Capital Asset Acquisition Form or Capital Asset Disposal Form) from the purchasing department. The Finance Director and Deputy Director will do an annual review of all invoices coded as assets or expensed to capital asset accounts in the accounting system for confirmation all assets have been recorded. For construction projects, the Department of Public Works will assist with the compilation of project data including retainage and construction in progress.

## ANNUAL CAPITAL PLAN

Under the direction of the City Administrator, city staff shall compile a Capital Plan each budget cycle to be considered for approval by the Common Council for all pending and proposed capital projects, new asset purchases or asset replacements. This plan will assist in facilitation long-term planning for capital expenditures and resources necessary to meet the current and future needs of the City.

Each requested asset within the plan shall include a detailed description, year(s) for request, an estimate of the cost and useful life, and any information on proposed funding sources other than property tax revenue. The City shall make use of any intergovernmental assistance and other outside funding sources whenever possible. The City shall consider developing and identifying fees or other revenue sources to help maintain expected service levels. Common council will then prioritize projects and align funding requirements for approved projects.

The projects, purchases or replacements that have been approved for the following year will then be transferred from the capital plan to the capital budget for the next fiscal year.

## REPORTING ON CAPITAL ASSETS

Capital assets and the associated accumulated depreciation are reported in the Statement of Net Assets. The historical cost of capital assets and the accumulated depreciation are to be reported separately on the statement. Capital assets may be reported by asset class.

The City's Finance Department will conduct complete measurements of the physical condition and existence of all capital assets with the assistance from the departments who utilize or maintain the assets. The assessments will be completed on a predetermined schedule and the information obtained shall be used as a basis for multi-year capital planning and annual budget funding allocations.

## EXHIBIT A General Insurance Requirements

### **CITY OF SHEBOYGAN INSURANCE REQUIREMENTS GENERAL SERVICE AGREEMENT (NON-CONSTRUCTION)**

The Service Provider shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan.

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.



1. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit	
\$1,000,000	
Personal and Advertising Injury limit	\$1,000,000
General aggregate limit (other than Products–Completed Operations) <b>per project</b>	
\$2,000,000	
Products–Completed Operations aggregate	\$2,000,000
Fire Damage limit — any one fire	\$50,000
Medical Expense limit — any one person	\$5,000

2. **BUSINESS AUTOMOBILE COVERAGE.** Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease – Each Employee

Employer’s Liability limits must be sufficient to meet umbrella liability insurance requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.

5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

7. **WATERCRAFT LIABILITY** – if the project work includes the use or operation of any watercraft, watercraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability and property damage liability.

8. **SERVICE PROVIDER’S EQUIPMENT OR PROPERTY** – The Service Provider is responsible for loss and coverage for these exposures. The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.

9. **PRODUCTS - COMPLETED OPERATIONS LIABILITY** - Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work

**INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS**

All subservice providers shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

**APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF SERVICE PROVIDER & SUBSERVICE PROVIDERS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Sheboygan.
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of service work- the City of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 26 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation Policies and Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention in the contractor’s policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidence of Insurance – Prior to execution of the agreement, the Service Provider shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
  - I. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Sheboygan except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.



**CITY OF SHEBOYGAN STANDARD CONTRACT TERMS**  
**GENERAL SERVICE AGREEMENT**  
**(NON-CONSTRUCTION)**

1. **STANDARD OF CARE.** Contracting Party agrees that the performance of services pursuant to the terms and conditions of this Agreement shall be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. Upon notice to Contracting Party, Contracting Party will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. Contracting Party agrees to follow all applicable federal, state, and local laws, regulations, and ordinances, and all provisions of this Agreement.
2. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
3. **SCOPE OF WORK.** Contracting Party agrees to provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work identified or reasonably inferred from the Scope of Work document attached and/or incorporated into the Agreement. Contracting Party shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement. The scope of work set forth in this Agreement is based on facts known at the time of Agreement execution. As the project progresses, if facts are discovered that suggest a change of scope is warranted, the parties shall provide a written amendment to the Agreement before such change is recognized.
4. **MEANS AND METHODS.** Contracting Party shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contracting Party must employ, as much as possible, such methods and means in carrying out the work as will minimize disruption to City operations. Unless specifically included as a service to be provided under this Agreement, the City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
5. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of the Agreement and pursuant to Wis. Stat. § 65.06(1), if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.
6. **SCHEDULE OF PAYMENTS.** The City shall remit payment to Contractor within not less than thirty (30) days of itemized invoice receipt. Such itemization shall include labor costs, the Contracting Party's direct expenses, including subcontractor costs, the hours worked by Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The City shall not make payment for any unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of defective work; evidence indicating the probable filing of claims by other parties against Contract that may adversely affect the City; failure of Contractor to make payments due to subcontractors, material supplies, or employees; damage to the City or a third party from acts arising out of this Contract. The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.  
  
 Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.
7. **TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the Contracting Party's sole responsibility. The City is a tax-exempt entity and as such, shall not be required to pay sales tax by execution of a contract.
8. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, insurance coverage, as applicable, consistent with that set forth in Exhibit A.
9. **INDEMNIFICATION & HOLD HARMLESS.** To the extent authorized by law, Contractor hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or

indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Sheboygan shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to the City for damages sustained by the City by virtue of this Agreement by the Contracting Party, and the City may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to the City from the Contracting Party is determined.
11. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by the City.
12. **USE OF CITY PROPERTY.** Any property belonging to the City being provided for use by the Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations, or additions shall be made to the property unless otherwise authorized by this Agreement.
13. **INDEPENDENT CONTRACTOR.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
14. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
15. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
16. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
17. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
18. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the

State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

19. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to the City.
20. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The City Administrator, or in their absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
21. **ACCESS TO RECORDS & OPEN RECORDS LAWS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic records, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contracting Party understands that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
23. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



# GIFT/DONATION ACCEPTANCE FORM

## City of Sheboygan

Name of Donor(s): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Description of Gift/Donation: \_\_\_\_\_

Gift/Donation Amount (FMV): \_\_\_\_\_

Intended Use/Restrictions: \_\_\_\_\_

**NOTE: Gift/Donation is tax deductible to the extent allowable by law. It is the responsibility of the donor to determine fair market value of this gift/donation.**

*\*The following section is to be completed by The City of Sheboygan\**

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator Signature

\_\_\_\_\_  
Date

**Monetary Receipt Information:**

GL Account Recorded To: \_\_\_\_\_

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

Receipt #: \_\_\_\_\_

**Asset Information:**

Accounting System Asset # Assigned: \_\_\_\_\_

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



# GRANT TRACKING FORM

## City of Sheboygan

Departments applying for a grant are required to complete and submit this form, electronically or in person, to the Finance Department.

**CITY INFORMATION:**

**Department:** \_\_\_\_\_

**Employee Contact:** \_\_\_\_\_

**GRANT INFORMATION:**

**Grant:** \_\_\_\_\_

**Grantor:** \_\_\_\_\_

**Application Due Date:** \_\_\_\_\_

**Purpose:** \_\_\_\_\_

**Multi-Year or Single Year (Circle One)**

**Other Departments Involved (if applicable):** \_\_\_\_\_

**FINANCIAL DATA**

**Amount of Grant Request:** \_\_\_\_\_

**Amount of Matching Funds:** \_\_\_\_\_

**Total Project Amount:** \_\_\_\_\_

**Amount of Future Financial Obligations/Commitments:** \_\_\_\_\_

**NEW STAFF REQUIREMENTS    Not Applicable**

**Anticipated Salary Costs:** \_\_\_\_\_

**Anticipated Overtime Costs:** \_\_\_\_\_

**Anticipated Benefits Costs:** \_\_\_\_\_

**Total to Fund New Staff:** \_\_\_\_\_

**\* Note: Include estimated amount for each year if a multi-year grant\***

**Department Head Signature** \_\_\_\_\_

**Date Grantor Responded to Application** \_\_\_\_\_    **Approved**     **Denied**





# AWARDED GRANT FORM

## City of Sheboygan

Complete the following form upon award of grant

### GRANT CONTRACT REVIEW:

Does the grant require a cash match that is unbudgeted? Yes  No

Has the City Attorney concluded that Common Council approval is necessary? Yes  No

Are there significant staffing/operating requirements to utilize grant? Yes  No

If any of the above answers are "Yes" resolution approval is required by Common Council

### COMMON COUNCIL APPROVAL: Not Required

Resolution submitted to City Attorney Date \_\_\_\_\_

Resolution passed by Common Council Date \_\_\_\_\_

### GRANT CONTRACT SENT TO GRANTOR Date \_\_\_\_\_

### GRANT INFORMATION:

Contact Name, Phone/Email: \_\_\_\_\_

Grant Award Number: \_\_\_\_\_ CFDA/CSFA # \_\_\_\_\_

Grant Award Period: \_\_\_\_\_ Extension (if applicable): \_\_\_\_\_

Grant Sponsor (check one): Federal  State  Other  (please specify) \_\_\_\_\_

Amount Awarded: \_\_\_\_\_ Total Project Amount: \_\_\_\_\_

### Activity/Benchmark Reports

Not Applicable  Monthly  Quarterly  Annually  Upon Request

Filing Required Through (check one): Forms  Online  Letter  Other

### Financial Reports Not Applicable

Monthly  Quarterly  Annually  Upon Request

Filing Required Through (check one): Forms  Online  Letter  Other

**Reimbursement Requests**

Not Applicable  Monthly  Quarterly  Annually  Upon Request

Filing Required Through (check one): Forms  Online  Letter  Other

**Other Reports Required:** \_\_\_\_\_

**ACCOUNTING INFORMATION**

**Year(s) Budgeted:** \_\_\_\_\_ **PL Project #** \_\_\_\_\_

**PL Expense String(s):** \_\_\_\_\_  
\_\_\_\_\_

**PL Funding Source String(s):** \_\_\_\_\_  
\_\_\_\_\_

**GRANT CLOSEOUT:**

- Final reports filed
- Closeout letter received from grantor
- Grant master file reviewed for completeness

Signature of Final Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_



# CREDIT CARD REQUEST FORM

## City of Sheboygan

**Name of Employee:** \_\_\_\_\_

**Job Title/Department:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Start Date in Current Position:** \_\_\_\_\_

**Name of Supervisor(s):** \_\_\_\_\_

\_\_\_\_\_

**Intended Credit Card Usage:**

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

**Approved By:**

\_\_\_\_\_

**Department Head Signature**

\_\_\_\_\_

**Finance Director Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Date**



# CREDIT CARD USER AGREEMENT FORM

## City of Sheboygan

I, \_\_\_\_\_, agree to the following regarding my usage of the City of Sheboygan Credit Card:

I understand that under no circumstances will I use the credit card to make personal or nonwork-related purchases, either for myself or for others. A personal or nonwork-related purchase with the intent to reimburse the City is unacceptable and shall be considered a prohibited purchase.

I understand that I will not request or receive cash or cash equivalents from vendors as a credit for exchanges and/or returns.

I understand that I am the only individual authorized to use the credit card assigned to me. Any use of the credit card by others will be strictly limited to permissions granted by my Department Head. I understand that the card is not transferable to any other individual.

I understand that the City may terminate my privilege to use the credit card at any time for any reason. I agree to return the card to the Finance Department immediately upon request, upon my transfer to another department, or upon my termination of employment.

I will follow the established policies and procedures for using the credit card. Failure to do so may result in either revocation of my privileges or other possible disciplinary actions, up to and including termination of employment and possible criminal prosecution. I have reviewed the Credit Card and Procurement Policies and understand the requirements for using the credit card.

I agree that should I willfully violate the terms of this Agreement and use the credit card for personal use or gain that I will surrender my credit card and reimburse City for all incurred charges and any fees related to the collection of those charges. I understand that I can be held personally liable to the City for any unauthorized purchases or other misuse.

\_\_\_\_\_  
**Cardholder Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Head Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Finance Director Signature** \_\_\_\_\_  
**Date**





### MISSING CREDIT CARD RECEIPT/INVOICE FORM

### City of Sheboygan

When a credit card receipt or invoice is lost, misplaced, or unobtainable, the cardholder must complete this form and forward to the Finance Department. Refer to the Progressive Discipline Guidelines within the Credit Card policy for consequences related to missing receipts.

**Cardholder Name:** \_\_\_\_\_

**Date of Original Transaction:** \_\_\_\_\_ **Amount:** \$ \_\_\_\_\_

**Supplier Name:** \_\_\_\_\_

**Item(s) Purchased:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason for Missing Receipt/Invoice (check one):** Lost  Misplaced  Unobtainable

**If unobtainable, please explain why:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I certify that the items and amount shown above were expended for City of Sheboygan official business purposes. This form is submitted in lieu of the original receipt.**

\_\_\_\_\_  
**Cardholder Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Head Signature** \_\_\_\_\_  
**Date**



# CAPITAL ASSET ACQUISITION FORM

City of Sheboygan

Please complete this form for additions/purchases of capital assets (see City of Sheboygan Capital Asset Policy for definitions and thresholds). This form should be returned to the Finance Department with the invoice/purchase order attached for reference if available.

**Description of Asset:** \_\_\_\_\_

**Physical Location of Asset:** \_\_\_\_\_

**Purchase Date:** \_\_\_\_\_ **Anticipated Service Date:** \_\_\_\_\_

**Estimated Useful Life:** \_\_\_\_\_ **Total Cost:** \_\_\_\_\_

**Department/Department Head:** \_\_\_\_\_

**Custodian Responsible for Asset:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_ **Model/Year:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_ **Vendor:** \_\_\_\_\_

**Invoice Number (if available):** \_\_\_\_\_

**\*FINANCE DEPARTMENT USE ONLY\***

**Asset Number:** \_\_\_\_\_ **Asset Class:** \_\_\_\_\_

**Asset Sub-Class:** \_\_\_\_\_ **Expense Account:** \_\_\_\_\_

**Estimated Useful Life:** \_\_\_\_\_ **Total Cost:** \_\_\_\_\_

**Depreciation Start Date:** \_\_\_\_\_ **Insurance: Yes or No (circle one)**

**Insurance ID (if applicable):** \_\_\_\_\_



# CAPITAL ASSET DISPOSAL/TRANSFER FORM

# City of Sheboygan

Please complete this form for disposals/transfers of capital assets. This form should be returned to the Finance Department with appropriate paperwork for reference if available.

Asset Number: \_\_\_\_\_ Disposal or Transfer (circle one)

Department/Department Head: \_\_\_\_\_

Disposal/Transfer Date: \_\_\_\_\_ Reason: \_\_\_\_\_

Disposal/Transfer Method: \_\_\_\_\_

(Destroyed, trade-in, sold, scrapped, lost, stolen, misplaced, transferred, cannot locate, etc.)

Department Transferred To (if applicable): \_\_\_\_\_

OR

Amount Received (if sold): \_\_\_\_\_ Date Received: \_\_\_\_\_

## \*FINANCE DEPARTMENT USE ONLY\*

New Asset Number (if trade-in): \_\_\_\_\_

New Asset Class: \_\_\_\_\_ New Asset Sub-Class: \_\_\_\_\_

Expense Account: \_\_\_\_\_ Estimated Useful Life: \_\_\_\_\_

**\*If a disposal/transfer of a capital asset results in the acquisition of a new capital asset, please also complete the Capital Asset Acquisition Form. \***





**CITY OF SHEBOYGAN  
R. C. 106-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 75-24-25 by Alderpersons Dekker and Rust allowing ZWILLING Airstream to be parked in front of Relish Kitchen Store at 811 North 8th Street on October 5, 2024; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 75-24-25  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 10, 2024.**

A RESOLUTION allowing ZWILLING Airstream to be parked in front of Relish Kitchen Store at 811 North 8<sup>th</sup> Street on October 5, 2024.

WHEREAS, Sec. 48-157 states that “no person shall place any goods, wares, merchandise or any other article for sale or exhibition upon any sidewalk, city property or city right-of-way,” but provides for waiver of said prohibition “to permit the display and sale of merchandise on sidewalks which are sanctioned by the common council and approved by an appropriate resolution;” and

WHEREAS, Relish Kitchen Store is hosting “ZWILLINGfest”, a sales event featuring Knife Skills classes taught by a Zwilling chef and a ZWILLING airstream displaying and selling merchandise; and

WHEREAS, Relish Kitchen Store is requesting waiver of the provisions of Sec. 48-157 so as to allow the display and sale of merchandise on the city right-of-way directly in front of the store; and

WHEREAS, Relish Kitchen Store agrees to work with City Transit to secure parking permissions during the event; and

WHEREAS, Relish Kitchen Store has provided the necessary insurance for the event.

NOW, THEREFORE, BE IT RESOLVED: That Relish Kitchen Store is granted permission to have place goods, wares, merchandise, or other articles for sale or exhibition within the ZWILLING Airstream parked on city right-of-way in front of its N. 8<sup>th</sup> Street storefront on October 5, 2024.

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

To: Meredith DeBruin, City Clerk  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

From: Jane Davis-Wood, President  
Sara Woosencraft, Vice President  
Relish Kitchen Store  
811 North 8<sup>th</sup> Street  
Sheboygan, WI 53081

Re: Special Event on Saturday, October 5, 2024

Dear Ms. DeBruin:

We write to inform the Common Council of an exciting event planned at Relish Kitchen Store, 811 North 8<sup>th</sup> Street, on Saturday, October 5, 2024. The ZWILLING Airstream tour is visiting Sheboygan.

Zwilling J.A. Henckels, one of the world's most recognized cutlery and cookware companies, has put their outstanding array of high-quality products on a trek across the country, and has selected Relish Kitchen Store as one of their final tour stops of 2024. The Airstream brings Zwilling's family of brands up close and personal to consumers, with interactive product exhibits, question-and-answer sessions with Zwilling experts, and engaging demonstrations.

To support this event, Relish is kicking off a one-month sales event called ZWILLINGfest, with tremendous Black Friday level pricing on select products. We will also have Knife Skills classes taught by a visiting ZWILLING chef, gourmet food sampling, door prizes and other special treats.

The ZWILLING Airstream will be parked in front of Relish Kitchen Store on Saturday, October 5<sup>th</sup> beginning at 8:00 a.m. Thank you for confirming with the City Attorney on June 25<sup>th</sup> that he does not require us to apply for a Special Event permit. You'll recall this event was initially approved by the Council to be July 27, 2024, but was postponed because of a traffic incident with the Airstream that occurred as they were traveling to Wisconsin.

All are welcome to attend this event.

Thank you,  
Jane and Sara

Enclosure:  
Certificate of Insurance – Relish Kitchen Store

**ZWILLING Airstream photos**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/07/0) **Item 29.**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> West Bend Insurance Company 1900 South 18th Avenue West Bend WI 53095	<b>CONTACT NAME:</b> Customer Care <b>PHONE (A/C, No, Ext):</b> (866) 926-4244 <b>E-MAIL ADDRESS:</b> customercare@wbmi.com	<b>FAX (A/C, No):</b> (262) 365-2200	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: West Bend Insurance Company		<b>NAIC #</b> 15350
<b>INSURED</b> Home De La Baie, Inc DBA Relish Kitchen Store 811 N 8th St Sheboygan WI 53081-4020	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL247371388      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A967142	08/15/2024	08/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	A967176	08/15/2024	08/15/2025	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> City of Sheboygan 828 Center St Sheboygan WI 53081	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**CITY OF SHEBOYGAN  
R. C. 109-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Gen. Ord. No. 17-24-25 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
ORDINANCE 17-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**SEPTEMBER 3, 2024.**

AN ORDINANCE amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation.

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

**SECTION 1:            AMENDMENT** “Sec 1-12 Repeal” of the Sheboygan Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Sec 1-12 ~~Repeal~~Conflict of Provisions

~~All sections, articles, chapters or other provisions of this Code desired to be repealed should be specifically repealed by section number, article number, chapter number or other number, as the case may be. If the provisions of different chapters of this Code conflict with, or contravene each other, the provisions of each individual chapter shall control as to all issues and questions arising out of the events and persons intended to be governed by that chapter. If the provisions of different sections of the same chapter conflict with each other, the provision that is more specific in its application to the events or persons raising the conflict shall control over the more general provision. To the extent that the provisions of this Code conflict with Wisconsin Statutes or federal regulations, said statutes and regulations shall control.~~

(Code 1975, § 2-99; Code 1997, § 1-22)

**SECTION 2:            AMENDMENT** “Sec 1-13 Effect Of Repeals” of the Sheboygan Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Sec 1-13 ~~Effect Of~~Repeals

- (a) All sections, articles, chapters or other provisions of this Code desired to be repealed should be specifically repealed by section number, article number, chapter number or other number, as the case may be.

- (b) No ordinance or part of any ordinance repealed by a subsequent act of the common council is revived or affected by the repeal of the repealing act.
- (c) The repeal of the whole or part of an ordinance shall not remit, defeat or impair any civil liability for offenses committed, penalties or forfeitures incurred or rights of action accrued under such ordinance before the repeal thereof, whether or not in course of prosecution or action at the time of such repeal; but all such offenses, penalties, forfeitures and rights of action created by or founded on such ordinance, liability wherefor shall have been incurred before the time of such repeal thereof, shall be preserved and remain in force notwithstanding such repeal, unless specially and expressly remitted, abrogated or done away with by the repealing ordinance.

(Code 1975, § 1-16; Code 1997, § 1-23)

**SECTION 3:**            **AMENDMENT** “Sec 2-799 Duty To Maintain Records” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 2-799 Duty To Maintain Records

- (a) Except as provided under section 2-804, each officer and city employee shall safely keep and preserve all records received from their predecessor or other persons and required by law to be filed, deposited or kept in their office or which are in the lawful possession or control of the officer or employee or the officer or employee's deputies or to the possession or control of which they may be lawfully entitled as such officers or employees.
- (b) Upon the expiration of an officer's term of office or an employee's term of employment or whenever the office or position of employment becomes vacant, each such officer or employee shall deliver to the officer or employee's successor all records then in the officer or employee's custody, and the successor shall deliver to the officer or employee's successor all records then in the officer or employee's custody and the successor shall receipt therefor to the officer or employee, who shall file the receipt with the city clerk. If a vacancy occurs before a successor is selected or qualifies, such records shall be delivered to and receipted for by the clerk, on behalf of the successor, to be delivered to such successor upon the latter's receipt.
- (c) Whenever in this Code any standard code, rule, regulation, statute, or other written or printed matter is adopted by reference, it shall be deemed incorporated in this Code as if fully set forth herein and the city clerk shall maintain in their office a copy of any such material as adopted and as amended from time to time. Materials on file at the city clerk's office shall be considered public records open to reasonable examination by any person during the office hours of the city clerk, subject to such restrictions on examination as the city clerk imposes for the preservation of the material.

(Code 1975, § 32.5-2; Code 1997, § 2-837)

**SECTION 4:**            **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5:**            **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL  
\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
R. C. 98-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**SEPTEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 69-24-25 by Alderpersons Dekker and Ramey authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina; recommends adopting the Resolution.

Committee:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 69-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**SEPTEMBER 3, 2024.**

A RESOLUTION authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina.

RESOLVED: That the appropriate City officials are authorized to enter into a contract with Molo, Inc. for purchase and implementation of marina management software.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Account No. 231354-531100 (Marina Fund – Contracted Services) for expenses related to this contract.

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



molo

# Molo Payment Authorization City of Sheboygan

**Prepared By**

Dan Cohen

Daniel.Cohen@Storable.com

(914) 417-7854

**Prepared For**

Nicholas Warminsky

Nick.Warminsky@sheboyganwi.gov

(920) 458-6665

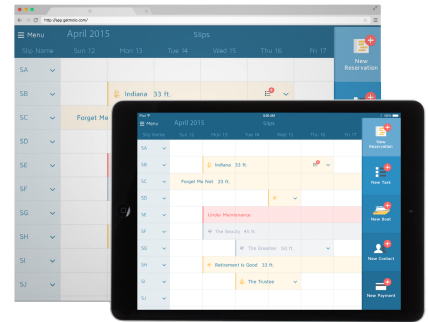
# Solution Overview

## Molo Marina Management

Molo provides a web and iPad app for managing your marina.

Some of the features include:

- Slip Reservations
- Online Slip Contracts
- Online Booking Through Your Website
- Reservation Confirmation Emails
- Point of Sale
- Invoicing and Accounting
- Credit Card and Bank Account Payments
- Real-Time Accounting Interface
- iPhone, iPad, and Android Marina Manager App



# Molo Subscription Pricing

## **What Your Subscription Covers**

Our annual subscription price covers everything we have to offer. The idea is to remove all the excess costs, fees, and ancillary charges normally associated with the software. Here is what is included:

- All Our Current Selected Features
- Unlimited Users
- Unlimited Devices
- Unlimited Transactions
- Dedicated Account Manager with Unlimited Support
- Free Upgrades



# Annual Pricing Option

Item	Price	Quantity	Discount	Subtotal
<b>Harbor Centre Marina</b>				
<b>Single Space</b> Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	240	\$0.00	\$7,200.00
<b>Molo Map, Yearly</b> The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00
<b>Molo Messaging</b> This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
<b>Riverfront Marina</b>				
<b>Single Space</b> Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	101	\$0.00	\$3,030.00
<b>Molo Map, Yearly</b> The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00

<b>Molo Messaging</b> This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
<b>Getting Started</b>				
<b>Onboarding &amp; Implementation</b> Set-up and Configuration, Training	\$1,000.00	1	-\$750.00	\$250.00

**Total** **\$10,480.00**

#### Notes on Molo Subscription Pricing

1. A monthly minimum of \$299 / month applies when subscribing on a monthly basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$598 / month. This minimum does not include accounting integration with Xero.
2. Monthly subscribers may cancel effective only after three subscription payments have been paid There will be no refunds of subscription fees paid. Annual subscribers that opt to cancel during their 12 month term forfeit their subscription prepayment. There will be no refunds of POS Hardware purchased during either the monthly or annual subscription term.
3. An annual minimum of \$2,990 / year applies when paying a subscription on an annual basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$5980 / year. This minimum does not include Xero.
4. Your price is based on the number of spaces and their dimensions that are built in Molo. When dimensions are used to calculate pricing, the "Maximum" dimension entered into Molo is utilized. If dimensions are increased or spaces added when paying yearly, you are charged for the prorated remaining portion of the year at the moment the slip dimensions or space counts are changed.
5. If dimensions are decreased or spaces removed during an annual contract, no refund is provided.
6. Pricing is calculated based on preliminary dock layouts provided during the quote process. As layouts change during implementation or at any point during the usage of Molo, subscription pricing will be adjusted to match. Amounts will be charged retroactively to the start of the subscription period if space counts are increased during the implementation period.
7. Annual billing renewal occurs automatically on each annual anniversary after this agreement is executed, unless 30 days prior written notice of termination is received. All subscriptions are subject to a 3% increase to each subscription service item. Upon renewal your pre-existing spaces and dimensions are utilized to calculate the yearly price unless they are removed by you from Molo prior to renewal.
8. All prices are in U.S. Dollars.
9. Billing for Molo starts the day the contract is executed and will continue for the term of this agreement.
10. Payment processing is subject to credit card processing and ACH processing fees which are separate from E-Transaction Center Fees.
11. Molo/Stellar endeavors to tailor its services to the unique aspects of each of its customer's operations, taking into account the size of operations, term of the agreement and other considerations that Molo/Stellar deems relevant. In connection therewith, while we endeavor

to accommodate customer feedback and requests, particularly with respect to custom development, we cannot guarantee the ability to implement any specific feedback outside the scope of our standard service offerings.

**Notes on Service Module Pricing** (Only applicable for businesses who use Molo Service Management.)

1. The Molo Service Module Pricing is only activated if the service tools are utilized. This includes **Job Templates, Estimates, and Work Orders.**

# E-Transaction Center

The E-Transaction Center allows customers to pay invoices from their smartphone, tablet, or computer. For reservations, customers can even **sign their contract online** and pay a predefined deposit amount.

With one click you can send email invoices or statements to quickly chase down Accounts Receivable (AR).

E-Transaction Center fees apply only when a customer signs their contract online or pays an invoice using the **Pay Online Now** button in Molo emails.

**Note:** If you take payment face-to-face, via phone, with a stored card, or using our automatic charging feature, **you will never pay Molo any transaction fees** above and beyond normal payment (credit card and ACH) processing rates (which apply whether or not the E-Transaction Center is used)

*In short, if you are taking the payment and doing the work independent of the E-Transaction Center, we don't charge any of the below E-Transaction Center fees.*

Transaction Amount	Percent Fee
\$0 - 4,999	1.99%
\$5,000 - 9,999	1.49%
\$10,000 - 19,999	0.99%
\$20,000 and Up	0.49%

Billing is done by applying the percent to each transaction in its relevant bracket and summing those transaction fees. Fees are billed twice monthly from your payment method on file.

# Molo Setup and Configuration

Molo offers a flexible setup and configuration options for each new marina customer.

**Our implementation setup is \$1000 and includes:**

1. Up to 75 seasonal or transient rates
2. Up to 750 inventory items
3. Professionally designed clickable map
4. Up to 1000 customer contact Records

We can provide a quote if an additional setup is necessary.

# Recurring Payment Authorization

I, \_\_\_\_\_, as an authorized signor of the payment method used here within  
for \_\_\_\_\_ authorize Molo, Inc. to charge my payment  
method starting on the \_\_\_\_\_ for my usage of Molo, associated fees,  
and hardware order detailed in this document.

This payment authorization is valid and to remain in effect unless an authorized representative of the above mentioned corporation notifies Molo of its cancellation by sending written notice or email to the contact information below.

## Signature

## Date

**Email for Notification:** [billing@getmolo.com](mailto:billing@getmolo.com)

**Mailing Address for Notification:**

Molo, Inc.  
10900 Research Blvd Ste 160C PMB 3099  
Austin, TX 78759

**CITY OF SHEBOYGAN  
ORDINANCE 18-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**SEPTEMBER 16, 2024.**

AN ORDINANCE amending Section 48-322 of the Sheboygan Municipal Code so as to allow special event applicants to request a Designated Outdoor Refreshment Area as part of their event.

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

**SECTION 1:**        **AMENDMENT** “Sec 48-322 General Regulations” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 48-322 General Regulations

- (a) *Permit required.* No person shall conduct, manage, or engage in a special event, block party, or street festival without first having obtained a rental or special event permit issued by the department of public works.
- (b) *Indemnification and hold harmless.* By submitting an application and to the extent permitted by law, event organizer(s) agrees to indemnify the city of Sheboygan for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims arising out of or in any manner connected to the event, based on any injury, damage or loss caused by any wrongful, intentional, or negligent acts or omissions of the event organizer, its agents or employees. The event organizer shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon, and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
- (c) *Application.* Any person interested in organizing a special event, block party, or street festival shall file an application for a special event permit with the department of public works. Such complete application shall be submitted at least 60 days prior to the event's anticipated date, be signed by the applicant, and be accompanied by a non-refundable application fee as set forth in the fee schedule. Applications received less than 60 days before the event date shall incur a late fee as set forth in the fee schedule and may be denied if the city is unable to process the application within the timeframe afforded. A completed application shall include the following:
  - (1) The name, address, and telephone number for the event organizer and the

name and telephone number for the primary and secondary contacts designated by the event organizer to be the city's contact immediately before, during and after the event;

- (2) The date(s), time(s) and purpose of the special event, the activities planned for the event, and the anticipated number of participants and spectators;
  - (3) A written description of the event location or route to be traveled;
  - (4) A detailed map/diagram of the event identifying each of the following, if applicable:
    - a. Concessions area(s);
    - b. Any location(s) where alcohol will be sold and the enclosure for same;
    - c. Service tent(s);
    - d. Vendor area(s);
    - e. Other structures such as inflatables, staging, etc.;
    - f. Street or lane closures;
    - g. Garbage and recycling bins;
    - h. Parking area(s) or parking plan if relying on off-site parking;
    - i. Restroom and sanitation facilities;
    - j. Activity area(s);
    - k. Points of egress and ingress; ~~or~~
    - l. Whether the applicant desires that a Designated Outdoor Refreshment Area be designated for the event and, if so, the requested boundaries of same; or
    - m. Any other information that would be helpful for the city as it prepares for the event.
  - (5) The estimated number of attendees;
  - (6) The start and end time of the event and of activities scheduled during the special event;
  - (7) Equipment and/or services desired of the city;
  - (8) Emergency management plan (severe weather, medical emergency, etc.);
  - (9) If streets or lanes will be closed, the following information shall also be provided with the application:
    - a. The time and date during which the street will be closed;
    - b. The exact portion of the street to be closed;
    - c. A list of all adults who reside or do business on the to-be-closed portion of the street and a statement that all of the identified adults have been contacted about the temporary street closure;
    - d. A description of the steps that will be taken to ensure the safety of all concerned.
- (d) *Application review.* Received applications shall be reviewed by the department of public works for completion and compliance with this section. The application should then be circulated among the departments of city clerk, transit, city attorney, police, and fire for review and comment. Additional city officials may need to review the application as may be warranted by specific circumstances of the proposed event. City



departments should notify the department of public works that they recommend approving or denying the permit application or whether any modifications or conditions are desired and the estimated costs for extraordinary services that may be necessary for the event.

Applications to close a street or lane may be denied if:

- (1) The street sought to be closed, or portion thereof, is part of the federal, state or county trunk highway system or is a major through street as determined by the police chief or his/her designee.
- (2) Such closure will, will be likely or will tend to cause an unreasonable traffic congestion; result in a disturbance of the peace; endanger the public health, safety and welfare.
- (3) Access to a business place would be hampered.
- (4) Any adult residing or establishment conducting business at the to-be-closed portion of the street objects to the temporary street closure.

Large events, new events, or applications requesting unique or complex extraordinary services may be reviewed by city officials during a special meeting, which shall be scheduled with priority. The event organizer may be invited to participate in this meeting to answer questions and provide additional information. The purpose of the meeting will be to discuss the special event and its potential impacts, the city services requested, and the city services which may be required.

The approval of any special event permit application shall be conditioned upon the approval of all other necessary permits, licenses, and inspections by city departments.

- (e) *Appeals.* Any applicant who has been denied a special event may, upon written request to the city clerk, have the denial reviewed by the licensing, hearings, and public safety committee, which shall either affirm or reverse the initial action taken on the application. Such determination by the committee shall constitute final action.
- (f) *Cancellation and changes.* Cancellation of any event, for any reason, shall result in charges for actual services provided, forfeiture of permit fees and fees related to facility or equipment rental. Any changes to the event requiring a modification to services rendered, equipment provided, or additional city review may result in the additional charges to the applicant.
- (g) *Fees.* Fees for services, venues, equipment and the like shall be established by resolution of the common council via fee schedule. Such fees may change from time to time but in no event, shall an event organizer be required to pay a different fee than what was noted on the schedule at the time of permit approval.
- (h) *Other regulations.* Applicant shall be solely responsible for obtaining any licenses or permits otherwise required for the event, such as alcohol licenses or food service licenses.
- (i) *Compliance with laws.* Applicant shall ensure that the special event complies with all city ordinances unless their application was waived by the common council, and that the special event complies with any applicable county, state or federal regulations.

**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  
ORDINANCE 19-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**SEPTEMBER 16, 2024.**

AN ORDINANCE amending various sections of the Sheboygan Municipal Code so as to update animal ordinances.

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

**SECTION 1:** AMENDMENT “Sec 8-1 Adoption Of State Law Provisions; Abatement Orders” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-1 Adoption Of State Law Provisions; Abatement Orders

The provisions of Wis. Stats. ch. 951 regarding crimes against animals, excluding penalties for violation, are adopted by reference in this section as if fully set forth. The provisions of Wis. Stat. ch. 173 and § 95.21, excluding penalties for violation, are adopted by reference in this section as if fully set forth.

(Code 1975, §§ 7-6—7-8; Code 1997, § 18-1(a); Ord. No. 26-06-07, § 1, 9-5-2006)

**SECTION 2:** AMENDMENT “Sec 8-3 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-3 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means ~~both the male and female sex of either wild or domesticated species~~ any mammal, bird, reptile, amphibian, mollusk, or arthropod, or any egg of any bird, reptile, amphibian, mollusk, or arthropod.

*Cat* means any feline animal, male or female, sexed or neutered.

*Dog* means any canine animal, male or female, sexed or neutered.

*Domestic animal* means an animal that is listed as a domestic animal by rule of the department of agriculture, trade and consumer protection.

*Humane officer* means an officer appointed by the City of Sheboygan Common Council pursuant to Wis. Stat. ch. 173 and § 173.03.

*Kennel* means any establishment where dogs are kept for the purpose of breeding, sale or sporting purposes.

*Owner* means any person keeping, harboring, or having charge or control of, or permitting any dog or cat to habitually be or remain on, or be lodged or fed within, such person's house, yard or premises. The term "owner" shall not apply to veterinarians or kennel operators who temporarily maintain on their premises dogs or cats owned by others.

*Pet shop* means any business establishment where domesticated mammals, birds or reptiles are kept for sale; provided, however, that the term "pet shop" shall not include the term "kennel."

*Police dog* means any dog owned by a municipal entity and used by the city police department or the county sheriff's department for police functions while involved in police work.

*Possess* means to own, possess, keep, harbor, or have custody or control of an animal.

*Vaccination against rabies* means the inoculation of a dog or cat with a rabies vaccine licensed by the federal department of agriculture. Such vaccination must be performed by a veterinarian, duly licensed to practice veterinary medicine in the state.

*Wild animal* means any animal of a wild nature that is normally found in the wild and that is not a "domestic animal."

(Code 1975, § 7-1; Code 1997, § 18-2)

**SECTION 3:            AMENDMENT** “Sec 8-5 Animals Running At Large” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-5 Animals Running At Large

Animals shall not be allowed to run at large within the city limits. An animal is considered to be running at large if it is off the premises of its owner and not under the control of the owner or some other person.

(Code 1975, § 7-3; Code 1997, § 18-4)

**State law reference**—Similar provisions, Wis. Stats. § 172.01.

**SECTION 4:** **AMENDMENT** “Sec 8-6 Authority To Destroy Certain At-Large Animals” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 8-6 Authority To Destroy Certain At-Large Animals

~~The police city officers are hereby authorized to kill all animals that may be running at large and cannot be captured safely and in the most expedient manner, pursuant to the provisions of Wis. Stats. § 174.01 et seq. It shall be unlawful for any owner of any dog or cat to permit such animal to run at large at any time.~~ A person may intentionally kill an animal if a person is threatened with serious bodily harm by the animal and other restraining actions were tried and failed or immediate action is necessary. A humane or law enforcement officer may intentionally kill an animal pursuant to court order, if the officer has reasonable grounds to believe the animal is hopelessly injured beyond a reasonable chance of recovery, or if the animal poses an imminent threat to public health or safety or to the health or safety of itself or its custodian.

(Code 1975, § 7-4; Code 1997, § 18-5)

**SECTION 5:** **AMENDMENT** “Sec 8-8 Sale, Giving Away Or Coloring Of Live Animals As Prizes Or Premiums” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 8-8 Sale, Giving Away Or Coloring Of Live Animals As Prizes Or Premiums

No person ~~shall~~ may sell, ~~raffle,~~ ~~or~~ give away as a prize or premium, or use as an advertising device or display any live animal ~~as a prize, premium, reward or inducement in connection with purchases and sales of any other or similar commodities made and conducted within the city, or artificially to color any such animal or fowl for the purposes of display or sale.~~ that has been dyed or otherwise colored artificially.

(Code 1975, § 7-9; Code 1997, § 18-7)

**SECTION 6:**AMENDMENT “Sec 8-15 Keeping Of Fowl” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-15 Keeping Of Fowl And Wild Animals

- (a) No person shall keep any ducks, geese, pigeons, chickens, birds, or other fowl within the city in any unsanitary condition or within such proximity of dwelling houses or in any manner so as to be a nuisance.
- (b) No person shall possess a wild animal or provide shelter, food, or water to wild animals.
- (1) Exceptions. The provisions of this subsection shall not be deemed to prevent the lawful importation, possession, purchase, or sale of any species by a public agency, institute of higher learning, persons holding federal or state permits, persons authorized by state or federal law to temporarily possess a wild animal, or to any person or organization licensed to present a circus. Nor shall the provisions of this subsection be deemed to prohibit feeding wild birds via bird-feeding devices and structures at a sufficient height or design to prevent access by deer.
- (c) The building inspector ~~or their designee~~ ~~ion department shall~~ may, upon complaint or on its own initiative, inspect premises upon which fowl are kept and ascertain ~~and determine~~ whether the conditions are unsanitary or if, for any reason, a nuisance is caused thereby. If the ~~department~~ inspector determines that conditions are unsanitary, or if, for any reason, a nuisance exists, it shall order the owner or occupant of the premises to abate the nuisance and it shall thereupon be unlawful to keep such fowl on the premises. If consent to inspection is denied, such officer may seek court approval to inspect.
- (d) The building inspector, humane or law enforcement officer, or their designee may, upon reasonable belief that a violation of this Code exists, inspect such premises where a wild animal is kept. If consent to inspection is denied, such officer may seek court approval to inspect.
- (e) (Code 1997, § 18-14; Ord. No. 13-99-00, § 1, 8-2-1999)

**SECTION 7:**AMENDMENT “Sec 8-17 Feeding Of Seagulls” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-17 Feeding Of Seagulls And Wild Animals

No person shall encourage the congregating of seagulls by feeding or any other means ~~in any commercial zoning district~~. No person may place, deposit, or allow the placement of any material to feed or attract wild animals except as authorized by state law.

(Code 1997, § 18-16; Ord. No. 15-05-06, § 1, 7-18-2005)

**SECTION 8:            AMENDMENT** “Sec 8-18 Animal Fancier Permit” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 8-18 Animal Fancier Permit

- (a) In this section, the term "domestic animal" includes all animals encompassed under the definitions provided in Wis. Stats. §§ 95.001(ad) and 169.01(7).
- (b) No person may keep, harbor, shelter or possess more than three domestic animals including fowl over the age of five months unless the person holds a valid animal fancier permit. There shall be no more than one animal fancier permit issued per dwelling unit.
- (c) The keeping of more than three domestic animals including fowl over the age of five months without an animal fanciers permit is declared to be a nuisance as defined in section 36-1.
- (d) This permit shall be included at no cost with pet licenses issued pursuant to sections 8-9(c) and 8-42. If a person has no pet license because the person owns only animals not requiring licenses, an animal fancier permit shall be issued upon the payment of \$3.00 on an annual basis. The permit year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee of \$5.00 from every animal fancier applicant if the applicant fails to obtain a permit prior to April 1 of each year, or within 30 days of falling under the requirements of this section. All late fees received or collected shall be paid into the city treasury as city revenue.
- (e) Whenever a humane officer, the director of planning and development or their designee requests an inspection of the interior and exterior premises of a person holding an animal fancier permit or of an applicant for an animal fancier permit, the animal fancier or applicant shall schedule such an inspection and allow the inspection to be completed no later than ten days after the date of the request. A request for a department inspection under this subsection may be made by any of the following means:
  - (1) A written request left at the residence or place of occupation of the applicant or permit holder.
  - (2) A written request delivered to a competent adult occupant of the applicant's or permit holder's residence.
  - (3) A written request addressed to the applicant or permit holder at the applicant's

residence and mailed by first class, prepaid mail.

- (f) Upon the denial of consent to inspect, a humane officer, the director of planning and development, or their designee may apply for an administrative warrant to inspect the premises. A person who fails to comply with an inspection request as required by this subsection ~~shall~~ may have their permit revoked and ~~shall~~ may be ineligible for an animal fanciers permit for a period of one year. ~~A person who on two or more occasions within a period of five years fails to comply with an inspection request as required by this subsection shall be permanently ineligible for an animal fanciers permit.~~
- (g) No person who has a criminal conviction for a violation under Wis. Stats. ch. 951 or who has multiple non-criminal convictions for violations under Wis. Stats. ch. 951 or this chapter shall be issued an animal fancier's permit unless the common council or the committee thereof designated for such purposes, upon the request of the person wishing to hold the permit, determines that the issuance of such a permit is in the best interest of the community, that the person wishing to hold the permit is unlikely to re-offend, and ~~that~~ the animals will be properly taken care of. Conditions may be attached to the issuance of a permit in such a situation at the complete discretion of the common council or committee.
- (h) A person holding an animal fancier permit who does not conform to the following requirements shall have their permit revoked and shall be ineligible for an animal fanciers permit for a period of one year. A person who is found not to conform to the requirements below on two or more occasions within a period of five years shall be permanently ineligible for an animal fanciers permit.
- (1) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
  - (2) The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.
  - (3) Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein and shall be constructed of nonporous and noncorrosive materials.
  - (4) Dogs shall be kept in separate enclosures from cats. Dogs and cats over the age of five months shall be housed in separate enclosures with no more than three dogs or three cats contained within the same enclosure.
  - (5) Food supplies shall be stored in rodent-proof containers and food and water containers shall be kept clean.
  - (6) Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.
  - (7) Feces shall be removed from yards, pens and enclosures at least daily and stored in tightly covered, secure containers until final disposal.
  - (8) Yards, pens, premises and animals shall be kept free of pest infestations.
  - (9) No odor nuisance shall be permitted. Any animal holding area containing animals shall be provided with fresh air by means of windows, doors, vents, exhaust fans or air conditioning so as to minimize drafts, odors and moisture condensation.
  - (10) All animals shall have protection from the elements, whether indoors or



outdoors.

- (i) The requirement to hold an animal fancier's permit applies to persons holding kennel licenses pursuant to section 8-48 and persons operating pet shops, as they are defined in article I of this chapter, except that any person paying the kennel license fee provided in section 8-48 may obtain the animal fancier's permit at no charge.

(Code 1997, § 18-57; Ord. No. 10-03-04, § 1, 7-7-2003; Ord. No. 16-03-04, § 1, 7-21-2003)

**SECTION 9:**            **AMENDMENT** “Sec 8-46 Impoundment” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 8-46 Impoundment

- (a) *Pound authorized.* The common council of the city shall authorize a pound, or it may enter into an agreement with a licensed veterinarian or a certified humane society for the establishment and operation of a pound.
- (b) *Dog running at large or untagged subject to impoundment.* An officer shall attempt to capture and restrain any dog running at large and any untagged dog.
- (c) *Attempt to notify owner.* The pound, Humane Society, organization or officer who is notified or to whom a dog is delivered shall attempt to notify the owner personally or by mail as soon as possible if the owner is known or can be ascertained with reasonable effort. The officer or pound who is notified or to whom a dog is delivered shall check the lost and found column of the local daily newspapers having general circulation in the community to determine if a dog is advertised which answers the description of the dog.
- (d) *Posting notice.* Notice of impoundment of all animals, including any significant marks of identification, shall be posted at the pound as public notification of impoundment.
- (e) *Procedure for reclaiming; disposition of unclaimed animals.* Any animal may be reclaimed by its owner during the period of impoundment by payment of prescribed pound fees. For those impounded because of lack of a license tag, its owner must furnish proof of a current valid license. At the expiration of impoundment a dog or cat may be claimed by anyone by payment of established pound fees. If the dog or cat is unclaimed at the end of seven days, the pound may dispose of the dog or cat in accordance with Wis. Stats. § 173.23(1m).
- (f) *Fees.* Fees for impoundment by the city in a pound authorized by this section shall be established by the common council.

(Code 1975, §§ 7-34, 7-35; Code 1997, §§ 18-55, 18-56; Ord. No. 8-05-06, § 1, 6-20-2005)

**SECTION 10:            AMENDMENT** “Sec 8-72 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-72 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dangerous dog*, except as otherwise provided in this division, includes any of the following:

- (a) Any dog, except one assisting a peace officer in law enforcement duties, that has done any of the following:
  - (1) Caused injury to a person or domestic animal that is less severe than a serious injury;
  - (2) Chased or attacked any human being or domestic animal without provocation;
  - (3) Demonstrated an approach or apparent attitude of attack toward any human being or domestic animal in a menacing fashion, without provocation;
  - (4) Demonstrated a trait or characteristic or a generally known reputation for dangerousness;
  - (5) Demonstrated a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals without provocation;
  - (6) Demonstrated any other behavior which constitutes a threat of bodily harm to a person when such person is conducting themselves peacefully and lawfully;
  - (7) Run at large three or more times in any 12-month period;
- (b) Any dog declared to be dangerous pursuant to subsection (a) of this definition;
- (c) Any dog declared to be dangerous in another municipality, county, or state;
- (d) Any dog previously found to be dangerous in a trial on the charge of violating subsection (a)(6) of this definition.

*Vicious dog* includes any of the following:

- (a) Any dog, except one assisting a peace officer in law enforcement duties, that has done any of the following:
  - (1) Caused a serious injury to or killed a person or domestic animal;
  - (2) Caused an injury by biting a person in the face or neck;
  - (3) Attacked a person in such a manner as to require defensive action to prevent bodily injury or property damage when such person is conducting themselves peacefully and lawfully on property other than that of the owner of the attacking dog;
  - (4) Attacked a person in such a manner as to result in property damage or in an injury to the person when such person is conducting themselves peacefully

and lawfully on property other than that of the owner of the attacking dog;  
 (5) Attacked without provocation another animal or fowl on property other than that of the owner of the attacking dog;

- (b) Any dog owned, harbored, or trained primarily or in part for the purpose of fighting;
- (c) Any dog declared to be vicious pursuant to subsection (a) of this definition;
- (d) Any dog previously found to be vicious in a trial on the charge of violating subsection (b) of this definition;
- (e) Any dog declared to be vicious or prohibited in another municipality, county, or state.

(Code 1997, § 18-47(a); Ord. No. 46-10-11, § 1, 12-20-2010)

**SECTION 11:**        AMENDMENT “Sec 8-74 Vicious Dogs Prohibited” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 8-74 Vicious Dogs Prohibited

No person may harbor, keep, maintain, or permit to remain about the person's premises any vicious dog within the city. No person may bring into the city any dog that has previously been declared vicious or prohibited in another municipality, county, or state.

(Code 1997, § 18-47(b), (c); Ord. No. 46-10-11, § 1, 12-20-2010)

**SECTION 12:**        AMENDMENT “Sec 8-80 Procedure For Declaration Of Vicious Or Dangerous Dog” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 8-80 Procedure For Declaration Of Vicious Or Dangerous Dog

- (a) *Police officer declarations.* If a police officer determines that a dog is dangerous or vicious, as defined in this section, the officer may declare the dog to be a dangerous or vicious dog. The officer shall immediately inform the owner or custodian in writing, by personal service or certified mail, of such determination, and the reasons therefor. The determination shall be dated and shall advise such person of the right to have such determination reviewed, the time within such review may be obtained, and the officer or person to whom a request for review shall be addressed.
- (b) *Request for review hearing.* If an owner or custodian contests the designation of the dog as dangerous or vicious, the owner may request a hearing in writing, mailed or delivered in person to the chief of police within 30 days of issuance of the notice. The

request for review hearing shall state the grounds upon which the person aggrieved contends that the decision should be modified or reversed. The owner or custodian may file with the request for hearing written evidence and argument in support of the person's position with respect to the initial determination.

- (c) *Restrictions applicable pending hearing.* Pending the decision of the committee upon hearing, the owner must comply with the provisions of the section relating to dangerous dogs. The officer may impose additional restrictions on a dog declared vicious pending hearing.
- (d) *Time and notice of hearing.* The hearing shall be held within 15 days of receipt of the request for hearing before the licensing, hearings, and public safety committee of the common council. The chief of police shall serve the appellant with notice of such hearing by mail or personal service at least ten days before such hearing.
- (e) *Conduct of hearing.* Hearing under this section shall be subject to the following:
  - (1) At hearing, the determination of the police officer shall be termed an initial determination.
  - (2) At the hearing, the appellant and the city may be represented by an attorney and may present evidence and call and examine witnesses and cross examine witnesses of the other party. Such witnesses shall be sworn by the chair of the hearing committee. Any interested party may present evidence as to whether the dog is dangerous or vicious. The committee may issue subpoenas.
  - (3) An appellant's attorney of record may issue a subpoena to compel the attendance of a witness or the production of evidence. A subpoena issued by an attorney must be in substantially the same form as provided in Wis. Stats. § 805.07(4) and must be served in the manner provided in Wis. Stats. § 805.07(5). The attorney shall, at the time of issuance, send a copy of the subpoena to the decision maker.
  - (4) The proceedings shall be taken by a stenographer or recorded. The chair of the committee or a person employed for that purpose shall take notes of the testimony and shall mark and preserve all exhibits.
  - (5) After the hearing, the owner shall be notified in writing of the determination. The ~~law and~~ licensing, hearings, and public safety committee may impose additional restrictions on a dog declared vicious pending arrangements for its removal from the city or euthanasia.
  - (6) The committee may affirm, reverse, or modify the initial determination and shall, within 20 days of completion of the hearing and the filing of briefs, if any, mail or deliver to the owner or custodian a copy of the committee's decision on review, which shall state the reasons for such decision. Such decision shall be a final determination. The decision shall advise the owner or custodian of the right to appeal the decision, the time within which appeal shall be taken and the office or person with whom notice of appeal shall be filed.
- (f) *Judicial review.* Any party aggrieved by the determination at hearing conducted pursuant to this section may seek judicial review pursuant to Wis. Stats. § 68.13.

(Code 1997, § 18-47(i); Ord. No. 46-10-11, § 1, 12-20-2010)

**SECTION 13:**            **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 14:**            **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