



FOURTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

October 20, 2025 at 6:00 PM

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

Notice of the 14th Regular Meeting of the 2025-2026 Common Council.

This meeting may be viewed LIVE on:

Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wcsssheboygan.com/vod.

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 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 270 590 258 596 7

Passcode: RS2Bd36c

OPENING OF MEETING

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
Thirteenth Regular Council Meeting held on October 6, 2025
- 5. Mayoral Appointment**
Elizabeth Majerus appointment to the position of City Attorney
- 6. Confirmation of Mayoral Appointment**
Ron Ranieri to the Board of Review
- 7. Resignation**
Darrell Hofland from Redevelopment Authority effective immediately
- 8. Resignation**
Alderperson Robert La Fave as District 4 Alderperson for the City of Sheboygan effective October 31, 2025
- 9. Announcement**
On November 3, 2025 the Common Council will vote to appoint an Alderperson to complete the term for District 4. All interested parties from District 4 should submit a letter of interest to the Mayor and City Clerk by Thursday, October 30th by 4:30 p.m.

10. Public Forum

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

11. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

- 12.** Report 21-25-26 by City Attorney Department submitting the quarterly claims report.

Voted 5-0 by Finance and Personnel Committee to recommend filing

- 13.** Report 22-25-26 by City Clerk submitting various license applications.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend granting

- 14.** R. C. No. 281-24-25 referred R. O. No. 120-24-25 by City Clerk submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals; recommends filing the document.

Voted 5-0 by Finance and Personnel Committee to recommend filing

- 15.** Report 23-25-26 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

- 16.** Res. No. 100-25-26 by Alderpersons Mitchell and Perrella adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 coverage and establishing the monthly premium equivalent rates effective for January 2026 coverage and thereafter.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 17.** Res. No. 104-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Water System Revenue Bonds.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 18.** Res. No. 105-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds (2026A).

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 19.** Res. No. 106-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds (2026B).

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 20.** Res. No. 107-25-26 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

RESOLUTIONS

- 21.** Res. No. 101-25-26 by Alderpersons Rust and La Fave authorizing the Purchasing Agent to issue a purchase order for patrol vehicles for the Sheboygan Police Department.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

- 22.** Res. No. 102-25-26 by Alderpersons Mitchell and Perrella authorizing City staff to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 23.** Res. No. 103-25-26 by Alderpersons Mitchell and Perrella authorizing the purchase of vacant land in the Town of Wilson, identified as Parcel Numbers 59030459152, 59030459310, and 59030459282, from Deborah Gaglin.

Voted 5-0 by Finance and Personnel Committee to recommend amending Resolution to include the following clause: "NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to amend the 2025 budget to reflect the use of fund balance to purchase the three vacant land parcels from Deborah Gaglin as follows: INCREASE: Capital Fund - Development - Land \$1,071,686.00 (Acct. No. 400400-621100) Capital Fund - Fund Equity Applied \$1,071,686.00 (Acct. No. 400-493000)"

- 24.** Res. No. 108-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for the demolition and associated site restoration of the City-owned property located at 428 Wisconsin Avenue to clear the land for future development.

Voted 5-0 by Public Works Committee to recommend adoption

- 25.** Res. No. 109-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.

Voted 4-1 by Public Works Committee to recommend adoption

- 26.** Res. No. 110-25-26 by Alderpersons Rust and Dekker establishing the 2026 Budget appropriations and the 2025 Tax Levy for use during the calendar year. LAYS OVER

Voted 10-0 by Committee of the Whole to recommend adoption

GENERAL ORDINANCES

- 27.** Gen. Ord. No. 18-25-26 by Alderpersons Rust and La Fave amending section 2-3(a)(4) of the Sheboygan Municipal Code so as to add an additional ADA Coordinator.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

- 28.** Gen. Ord. No. 19-25-26 by Alderpersons Rust and La Fave amending section 54-338 of the Sheboygan Municipal Code with regard to the insurance requirement for disposal of hauled wastewater.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

- 29.** Gen. Ord. No. 20-25-26 by Alderpersons Rust and La Fave amending section 2-839 of the Sheboygan Municipal Code so as to reflect current procedures and to allow the issuance of permits to support lead service lateral replacement projects.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

MATTERS LAID OVER

- 30.** Res. No. 99-25-26 by Alderpersons Dekker and Perrella combining the End Park and North Railway Neighborhood Associations.

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- 31.** Motion to convene in closed session pursuant to Wis. Stat. § 19.85(1)(a), (b), and (g) to deliberate with respect to charges filed against Lieutenant William Adams and to confer with legal counsel regarding options following the circuit court's oral ruling on October 10, 2025 *and* pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, to wit: 2:25-cv-00338; Belle Ragins v. Ryan Sorenson et. al.

OPEN SESSION

- 32.** Motion to reconvene in open session for possible action relating to the matters discussed in closed session.

TENTATIVE DATE OF NEXT REGULAR MEETING

- 33.** Next Regular Meeting Date: November 3, 2025

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

THIRTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, October 06, 2025

OPENING OF MEETING**1. Call to order**

The meeting was called to order at 6:00 p.m.

2. Roll Call

Alderpersons present: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

3. Pledge of Allegiance**4. Approval of Minutes**

Twelfth Regular Council Meeting held on September 15, 2025

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

5. Mayoral Appointment

Ron Ranieri to the Board of Review – Lays over.

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Report 18-25-26 by City Clerk submitting various license applications.

MOTION TO ACCEPT AND GRANT THE APPLICATIONS

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

9. Report 19-25-26 by Board of Water Commissioners submitting a copy of the 2026 Budget for the Sheboygan Water Utility.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

10. Report 20-25-26 by Board of Water Commissioners stating its awareness that a Declaration of Official Intent for Construction of the WTP Filters / Building Improvements Project, also known as WDNr project #4901-12, for the Sheboygan Water Utility has been completed by authorized City of Sheboygan officials of a WDNr Safe Drinking Water Loan estimated at \$4,232,414.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

11. Res. No. 97-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue purchase orders for the purchase of street trees for the 2026 Street Tree Planting Program for the City of Sheboygan.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

RESOLUTIONS

12. Res. No. 95-25-26 by Alderpersons Rust and La Fave modifying the ambulance service billing rates for the City of Sheboygan Fire Department.

MOTION TO ADOPT THE RESOLUTION

Motion made by Rust, Seconded by La Fave.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

13. Res. No. 98-25-26 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.

MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, La Fave, Menzer, Mitchell, Perrella, Rust – 9.

Voting Nay: Heidemann – 1.

14. Res. No. 96-25-26 by Alderpersons Mitchell and Perrella approving the transfer of Mead Public Library maintenance staff to the City of Sheboygan Facilities Department.

MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

15. Res. No. 99-25-26 by Alderpersons Dekker and Perrella combining the End Park and North Railway Neighborhood Associations. LAYS OVER

GENERAL ORDINANCES

Item 4.

16. Gen. Ord. No. 16-25-26 by Alderpersons Menzer and Close annexing territory to the City of Sheboygan, Wisconsin (Parcel No. 59024341782).

MOTION TO ADOPT THE ORDINANCE

Motion made by Menzer, Seconded by Close.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

17. Gen. Ord. No. 17-25-26 by Alderperson Close granting Quasius Construction Co., its successors and assigns, the privilege of encroaching upon described portions of Niagara Avenue and North 8th Street right of way in the City of Sheboygan for the purpose of expanding of the Weill Center for the Performing Arts building.

MOTION TO ADOPT THE ORDINANCE

Motion made by Close, Seconded by Dekker.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

OTHER MATTERS AUTHORIZED BY LAW - None.

CLOSED SESSION

18. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided by Wis. Stat. § 19.85(1)(e) for deliberation or negotiation of the investment of public funds, where competitive or bargaining reasons require a closed session, to wit: receive an update from the City Administrator on development projects which may require negotiation related to the investment of public funds.

MOTION MADE AT 6:26 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10

OPEN SESSION

19. Motion to reconvene in open session for possible action relating to the matter discussed in closed session.

MOTION MADE AT 8:18 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

Motion to authorize staff to proceed as discussed in closed session with respect to development projects in the City of Sheboygan.

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

TENTATIVE DATE OF NEXT REGULAR MEETING

20. Next Regular Meeting Date: October 20, 2025

ADJOURN MEETING

21. Motion to Adjourn

MOTION TO ADJOURN AT 8:19 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.



October 15th 2025

TO THE MEMBERS OF THE COMMON COUNCIL

Pursuant to Section 2-347 of the Sheboygan Municipal Code relating to the position of the City Attorney, the City Administrator and I hereby recommend that Attorney Elizabeth Majerus be appointed as the City Attorney effective immediately. This recommendation is notable because it is the first time this position will be filled by appointment rather than general election and she will be the City's first female City Attorney.

Sincerely,

Ryan Sorenson
Mayor

Casey Bradley
City Administrator

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov





October 1st 2025

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Ron Ranieri to be considered for appointment to the Board of Review

A handwritten signature in black ink that reads "Ryan Sorenson".

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

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Ron Ranieri – Retired long time education administrator, and current business and property owner

**CITY OF SHEBOYGAN
REPORT 21-25-26**

BY CITY ATTORNEY DEPARTMENT.

OCTOBER 13, 2025.

Since June 30, 2025, the City has received seven (7) new claims forms. The City has resolved five (5) existing claims. Thirteen (13) claims remain pending.

Claim	Claimant	Date of Incident	Date Filed	Status
2-23	Robert Autman	5/5/2023	5/17/2023	Pending
7-23	Gregory Robinson	8/19/2023	9/5/2023	Resolved
18-23	Douglas Diedrichs	9/21/2023	1/16/2024	Pending
23-23	Irma Reyes and Jorge Martinez	2/11/2024	3/14/2024	Pending
5-24	Phillip Link	3/13/2024	7/8/2024	Pending
11-24	Nora Gerber	8/20/2024	9/9/2024	Resolved
12-24	Tommie Dixon	9/8/2024	9/26/2024	Pending
16-24	Nathan Jackson	12/6/2024	1/29/2025	Pending
2-25	Cynthia Cuellar	2/15/2025	6/12/2025	Pending
3-25	Dorothy Marsho	4/19/2024	6/16/2025	Pending
4-25	Lacie Lynn Martin	6/9/2025	6/25/2025	Resolved
5-25	Joan Bohn	7/14/2025	7/18/2025	Resolved
6-25	Jeremy Reimer	7/10/2025	7/30/2025	Resolved
7-25	Society Insurance	5/7/2025	8/12/2025	Pending
8-25	Mark Rupnik	8/26/2025	9/3/2025	Pending
9-25	Jamila Hunter	8/21/2025	9/3/2025	Pending
10-25	Nicholas Vorath	8/21/2025	9/9/2025	Pending
11-25	Carol Brabo	5/18/2025	9/10/2025	Pending

**Claim #2-23**

Date Filed: May 17, 2023

Claimant Name: Jacobs Injury Law, S.C. for client Robert Autman

Summary of Claim: Claimant was being transported by the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center when the driver intended to reverse, but the vehicle was in drive gear, striking a barrier in a parking lot.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: May 26, 2023

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #7-23

Date Filed: September 5, 2023

Claimant Name: Gregory Robinson

Summary of Claim: Claimant tripped on the sidewalk.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: October 6, 2023

Decision on Claim: Statute of limitations expired.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #18-23**

Date Filed: January 16, 2024

Claimant Name: Alpert & Fellows LLC for client Douglas Diedrichs

Summary of Claim: Claimant lost control of a motorcycle due to spilled diesel fuel from a Shoreline Metro bus with a missing gas cap.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: January 16, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #23-23**

Date Filed: March 14, 2024

Claimant Name: Andriusis Law Firm LLC for clients Irma Reyes and Jorge Martinez

Summary of Claim: Claimants were riding in an ambulance when the ambulance was involved in an accident.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: March 15, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #5-24

Date Filed: July 9, 2024

Claimant Name: Alpert & Fellows LLC for client Phillip Link

Summary of Claim: Claimant was on a bicycle and hit a snow plow indicator.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: July 17, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #11-24**

Date Filed: September 9, 2024 – updated September 19, 2024

Claimant Name: Nora Gerber

Summary of Claim: Claimant fell on boardwalk near Blue Harbor due to missing board.

Requested Claim Amount: \$25,000.00

Notice of Claim Submitted: Yes

Date Reviewed: September 27, 2025 and June 30, 2025

Decision on Claim: Deny

Basis for Denial/Approval: Generally, cities are afforded immunity from liability from recreational activities conducted on city property according to Wisconsin Statutes section 895.52(2), subject to certain exceptions not applicable here. The City did not know of the missing boardwalk plank before the claim was filed.

Amount paid, if applicable: N/A

**Claim #12-24**

Date Filed: September 26, 2024

Claimant Name: C. Norris Law Group for client Tommie Dixon

Summary of Claim: Personal injuries and civil rights violations suffered during an officer involved incident.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: October 8, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #16-24**

Date Filed: January 29, 2025

Claimant Name: Sperling Law Offices, LLC for client Nathan Jackson

Summary of Claim: Claimant was on a bike and struck by a Shoreline Metro bus.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: February 19, 2025

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #2-25**

Date Filed: June 12, 2025

Claimant Name: Artisan and Truckers Casualty Company for insured Cynthia Cuellar

Summary of Claim: Claimant's vehicle was hit by a snow plow on February 15, 2025.

Requested Claim Amount: \$1,904.75

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #3-25**

Date Filed: June 16, 2025

Claimant Name: Habush, Habush, & Rottier S.C. for client Dorothy Marsho

Summary of Claim: Claimant states wheelchair was not properly secure in Metro Connection van.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: June 17, 2025

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #4-25**

Date Filed: June 25, 2025

Claimant Name: Lacie Lynn Martin

Summary of Claim: Claimant tripped on sidewalk.

Requested Claim Amount: \$12,000.00

Notice of Claim Submitted: No

Date Reviewed: July 28, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care and had no prior knowledge of the sidewalk condition. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A

**Claim #5-25**

Date Filed: July 18, 2025

Claimant Name: Joan Bohn

Summary of Claim: Claimant drove through wet paint.

Requested Claim Amount: \$3,488.52

Notice of Claim Submitted: No

Date Reviewed: July 28, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A

**Claim #6-25**

Date Filed: July 30, 2025

Claimant Name: Jeremy Reimer

Summary of Claim: Claimant drove through paint that was leaking from a garbage truck.

Requested Claim Amount: \$753.36

Notice of Claim Submitted: No

Date Reviewed: August 20, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care and had no prior knowledge that someone had placed wet paint in their garbage container. The City is immune from liability under Wis. Stat. 893.80(4) – discretionary immunity.

Amount paid, if applicable: N/A

**Claim #7-25**

Date Filed: August 12, 2025

Claimant Name: Society Insurance for insured Lynda Neese

Summary of Claim: Claimant, Lynda Neese, tripped in a hole on a sidewalk.

Requested Claim Amount: \$3,414.99

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #8-25

Date Filed: September 3, 2025

Claimant Name: Mark Rupnik

Summary of Claim: Claimant hit a hole in the road on his motorcycle.

Requested Claim Amount: \$1,664.51

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A



Claim #9-25

Date Filed: September 3, 2025

Claimant Name: Jamila Hunter

Summary of Claim: Claimant fell off an obstacle at Shaw Family Park.

Requested Claim Amount: \$20,000.00

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #10-25**

Date Filed: September 9, 2025

Claimant Name: Nicholas Vorath

Summary of Claim: Claimant alleges damages to his vehicle from construction on the road.

Requested Claim Amount: \$2,465.54

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**Claim #10-25**

Date Filed: September 10, 2025

Claimant Name: Carol Brabo

Summary of Claim: Claimant tripped on a sidewalk.

Requested Claim Amount: \$1,352.82

Notice of Claim Submitted: No

Date Reviewed: Currently in review.

Decision on Claim: N/A

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

**CITY OF SHEBOYGAN
REPORT 22-25-26**

BY CITY CLERK.

OCTOBER 13, 2025.

Submitting various license applications.

CLASS “B” BEER LICENSE (June 30, 2026) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3752	Panda Buffet Inc. (Panda Buffet)	571 S. Taylor Drive

“CLASS C” LICENSE (June 30, 2026) (NEW)

3752	Panda Buffet Inc. (Panda Buffet)	571 S. Taylor Drive
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NOTE: All licenses are recommended to be granted subject to approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

**CITY OF SHEBOYGAN
R. C. 281-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred R. O. No. 120-24-25 by City Clerk submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

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. 120-24-25

BY CITY CLERK.

MARCH 3, 2025.

Submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals.

FILED

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30955.30952

ROGER G. MILLER
an adult individual
202 Pioneer Road
Sheboygan, WI 53081

CASE NO.:

25CV72

and

ERIK A. THELEN
and BELLE R. RAGINS
adult individuals
4933 Evergreen Drive
Sheboygan, WI 53081

and

JOHN E. EHMANN
an adult individual
231 Edgewater Road
Sheboygan, WI 53081

and

KENNETH J. LISBERG
and DEBORAH A. LISBERG
adult individuals
415 Timberlake Road
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and
TONI J. DESTEFANO
adult individuals
346 Edgewater Road
Sheboygan, WI 53081

Plaintiffs.

v.

CITY OF SHEBOYGAN PLAN
COMMISSION
a public board
828 Center Avenue
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD
OF APPEALS
a public board
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN. To each person named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 31st day of January, 2025.

ROHDE DALES LLP

Electronically Signed By

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

kborkenhagen@rohdedales.com

avanderheyden@rohdedales.com

P.O. Address:

909 North 8th Street, Suite 100

Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

FILED

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

ROGER G. MILLER

Case Code: 30955, 30952

an adult individual

202 Pioneer Road

CASE NO.:

Sheboygan, WI 53081

and

ERIK A. THELEN

and BELLE R. RAGINS

adult individuals

4933 Evergreen Drive

Sheboygan, WI 53081

and

JOHN E. EHMANN

an adult individual

231 Edgewater Road

Sheboygan, WI 53081

and

KENNETH J. LISBERG

and DEBORAH A. LISBERG

adult individuals

415 Timberlake Road

Sheboygan, WI 53081

and

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346 Edgewater Road

Sheboygan, WI 53081

Plaintiffs,

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CITY OF SHEBOYGAN PLAN
COMMISSION

a public board

828 Center Avenue

Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD
OF APPEALS
a public board
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

NOW COME Plaintiffs Roger G. Miller, Erik A. Thelen, and Belle R. Ragins (collectively, "Plaintiffs"), by their attorneys, Rohde Dales LLP, and for their complaint against the City of Sheboygan Plan Commission and the City of Sheboygan Zoning Board of Appeals, allege as follows:

1. Plaintiff Roger G. Miller ("Miller") is an adult individual whose address is 202 Pioneer Road, Sheboygan, Sheboygan County, Wisconsin 53081.
2. Plaintiffs Erik A. Thelen ("Thelen") and Belle R. Ragins ("Ragins"), a married couple, are adult individuals whose address is 4933 Evergreen Drive, Sheboygan, Sheboygan County, Wisconsin 53081.
3. Plaintiff John E. Ehmann ("Ehmann") is an adult individual whose address is 231 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.
4. Plaintiffs Kenneth J. Lisberg and Deborah A. Lisberg ("Lisbergs") are adult individuals whose address is 415 Timberlake Road, Sheboygan, Sheboygan County, Wisconsin 53081.
5. Plaintiffs Gregory P. Hopkins ("Hopkins") and Toni J. DeStefano ("DeStefano") are adult individuals whose address is 346 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

6. Defendant City of Sheboygan Plan Commission ("Plan Commission") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(1), and the City of Sheboygan Code of Ordinances, having the duties and responsibilities described therein.

7. Defendant City of Sheboygan Zoning Board of Appeals ("BOA") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(7)(e), and the City of Sheboygan Code of Zoning Ordinances ("Zoning Ordinances"), having the duties and responsibilities described therein.

8. Miller owns a residential property with an address of 324 East Center Avenue, Unit #4, Sheboygan, Wisconsin 53081. This residential property is located in the City of Sheboygan.

9. On December 15, 2020, Kohler Company ("Kohler") was granted a conditional use permit ("CUP") by the Plan Commission to build a golf course just north of Kohler-Andrae State Park between the Black River and Lake Michigan.

10. Thelen and Ragins live approximately three quarters of one mile north of the proposed golf course.

11. Miller lives approximately one third of a mile north of the proposed golf course.

12. Ehman lives approximately one fourth of a mile north of the proposed golf course.

13. Lisbergs live directly adjacent to the northern boundary of the proposed golf course.

14. Hopkins and DeStefano live approximately one-fourth of a mile north of the proposed golf course.

15. The CUP, by its very terms, was ostensibly "tolled" until the time that all litigation regarding Kohler's ability to construct the golf course concluded.

16. The CUP also required, again by its very terms, that any revised site plans be submitted to the Plan Commission as a new application for a new CUP and approval prior to the commencement of construction.

17. The CUP's terms further mandate that Kohler obtain all necessary permits, including but not limited to a wetland fill permit.

18. On December 5, 2023, the Wisconsin Court of Appeals issued a ruling in the final remaining legal action pending relating to Kohler's legal ability to construct the golf course.

19. In that case, the court of appeals upheld the denial of Kohler's application for a wetland-fill permit from the Wisconsin Department of Natural Resources.

20. By the terms of the CUP and the apparent interpretation of City of Sheboygan Ordinance 105-998(i) by the Plan Commission, Kohler's CUP would expire if Kohler did not commence construction of the golf course within 365 days of December 5, 2023.

21. On November 12, 2024, the Plan Commission heard a petition from Kohler to extend the life of the CUP for an additional year.

22. The site plans submitted to the Plan Commission by Kohler with its application for the CUP in 2020 require amendments, for a variety of reasons, including but not limited to environmental changes caused by the changing water levels of Lake Michigan and the denial of a wetland fill permit.

23. Kohler did not submit new plans for the construction of the golf course prior to the Plan Commission's November 12, 2024, hearing to extend the 2020 CUP.

24. Miller spoke at the November 12, 2024, Plan Commission hearing in opposition to Kohler's application for a one-year extension of the CUP.

25. Ragins has a disability protected by the Americans with Disabilities Act ("ADA").

26. The posted agenda for the November 12, 2024, Plan Commission hearing did not list public comments; however, public comments were allowed.

27. The agenda instructed individuals with disabilities to contact the City Development Department for accommodations and required remote participants to request access at least 24 hours in advance.

28. Ragins followed these instructions, submitting an ADA request via phone and email.

29. Ellise Rose ("Rose"), the Associate Planner responsible for ADA compliance, confirmed in writing that she believed the Chair of the Commission would be allowing public comment in the meeting and that the public comment should be available to people attending virtually.

30. Ragins also left a voicemail with the City of Sheboygan Mayor's office, reiterating her request and the city's legal obligation under the ADA.

31. Rose then provided Ragins with a Microsoft Teams link for the meeting.

32. During the November 12, 2024, Plan Commission hearing, Ragins began speaking through the Microsoft Teams application during the public-comment portion of the hearing.

33. The Plan Commission told Ragins that she was not allowed to speak because she was not physically present at the hearing; told Ragins that online participants may only silently watch the hearing; and muted her audio, preventing Ragins from making her oral objections to Kohler's application for a one-year extension of the CUP and claimed that Ragins needed to be in person to convey her statement to the Plan Commission.

34. Beyond being denied the opportunity to speak, Ragins was also unable to observe the meeting, as the Microsoft Teams cameras remained off, restricting her to audio-only access.

35. John Belanger ("Belanger"), a member of the Plan Commission, is an employee of Kohler.

36. Despite being a Kohler employee and having a conflict of interest, Belanger did not recuse himself from the vote on Kohler's application for a one-year extension of the CUP.

37. Belanger openly voiced strong support for and ultimately voted in favor of the Kohler's application for a one-year extension of the CUP.

38. On November 12, 2024, the Plan Commission granted Kohler's application for a one-year extension of the CUP.

39. On December 16, 2024, Miller paid the filing fee and filed with the BOA a written appeal of the Plan Commission's decision to grant Kohler's application for a one-year extension of the CUP.

40. Miller's written appeal is attached as Exhibit A and is hereby fully incorporated in this complaint by reference.

41. In response to Miller's appeal, Kevin Sampson ("Sampson"), the chairman of the BOA, wrote a letter to Miller, stating that BOA did not have authority to hear Miller's appeal.

42. Sampson's letter is attached as Exhibit B and is hereby fully incorporated in this complaint by reference.

43. Upon information and belief, City Attorney Charles Adams ("Adams") "ghost wrote" the Sampson letter.

44. Adams orally advised the Plan Commission during the November 12, 2024, hearing on Kohler's application for a one-year extension of the CUP.

45. It was inappropriate for Adams to advise both the Plan Commission and the BOA. Because BOA was asked to review a decision of the Plan Commission, Adams should have referred the BOA and Sampson to other legal counsel to respond to Miller's appeal.

**CLAIM FOR RELIEF: COMMON LAW
WRIT OF CERTIORARI AGAINST THE PLAN COMMISSION**

46. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

47. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

48. Plaintiffs are not applicants for a conditional use permit and are challenging the actions of the Plan Commission in granting an extension of Kohler's CUP.

49. If there are no specific statutory rules or City of Sheboygan ordinances governing Plaintiffs' challenge of the Plan Commission's actions, Plaintiffs' claims are governed by the common-law writ of certiorari.

50. The CUP had already expired at the time that the Plan Commission ostensibly granted a one-year extension of the CUP, and thus the Plan Commission acted without authority.

51. Additionally, even if the CUP had not expired prior to November 12, 2024, the Plan Commission's decision to grant Kohler's one-year extension of the CUP was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, included the vote of a member who had a conflict of interest due to his employment with Kohler, was not supported by the evidence, and represented the Plan Commission's will and not its judgment.

**FIRST ALTERNATIVE CLAIM FOR RELIEF: STATUTORY
WRIT OF CERTIORARI AGAINST THE BOA**

52. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

53. Wisconsin Statute § 62.23(7)(e) grants boards of appeals broad authority to review the decisions of municipal actors as those decisions apply to a municipality's zoning ordinances.

54. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

55. Plaintiffs are not applicants for a conditional use permit and are challenging the authority of granting of a conditional use permit, and thus the BOA has jurisdiction to hear Miller's appeal under the broad statutory grant of authority to BOA pursuant to Wisconsin Statute § 62.23(7)(e).

56. BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

57. Pursuant to Wisconsin Statute § 62.23(7)(e)10.a., the Court has authority to issue a writ of certiorari overturning BOA's decision.

**SECOND ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW
WRIT OF CERTIORARI AGAINST THE BOA**

58. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

59. If the Court finds that Plaintiffs do not have an avenue pursuant to Wisconsin law to seek a writ of certiorari against the BOA, then the common law provides such an avenue.

60. And again, BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was

based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

**THIRD ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW
WRIT OF MANDAMUS AGAINST THE BOA**

61. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

62. Sampson's letter ostensibly denying Miller's appeal was not an actual decision of BOA, as Miller's appeal was not considered by the whole BOA nor was it voted on by the members of BOA.

63. As outlined in this complaint, Miller has a clear legal right to have his appeal heard by BOA because he timely filed the written appeal and paid the mandatory filing fee.

64. Wisconsin state law and City of Sheboygan ordinances create a positive and plain duty on the part of BOA to hear Miller's appeal.

65. If the Court finds that the writ of certiorari is not a proper remedy in this matter, then Plaintiffs will have no adequate remedy, other than a writ of mandamus.

66. Without the granting of the writ of mandamus, Miller will be substantially damaged because he will have not had a chance to have his appeal heard by BOA, an appeal that he is legally entitled to have heard.

WHEREFORE, Plaintiffs Roger G. Miller, Erik A. Thelen, Belle R. Ragins, John E. Ehmann, Kenneth J. Lisberg, Deborah A. Lisberg, Gregory P. Hopkins and Toni J. DeStefano seek judgment against the Defendants as follows:

A. That this Court issue a writ of certiorari against the Plan Commission declaring Kohler's CUP invalid;

B. In the alternative, that this Court issue a writ of certiorari invalidating BOA's decision to deny Miller's appeal and declaring Kohler's CUP invalid;

C. In the alternative, that this Court issue a writ of mandamus ordering BOA to hear Miller's appeal; and

D. For such other and further relief as the Court may deem just and proper.

Dated this 31st day of January, 2025.

ROHDE DALES LLP

Electronically Signed By

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

kborkenhagen@rohdedales.com

avanderheyden@rohdedales.com

P.O. Address:

909 North 8th Street, Suite 100

Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

December 13, 2024

City of Sheboygan
Building Inspection Department
828 Center Avenue, Unit 208
Sheboygan, WI 53081

Subject: **Application and Petition to City of Sheboygan Board of Appeals to Rescind the One-Year Time Extension Granted to Kohler Company's Conditional Use Permit for a Proposed Golf Course in Section 14, T. 14 N, R 23 E, Sheboygan County, Wisconsin**

Ladies and Gentlemen:

This application and petition requests that the City of Sheboygan Board of Appeals (Board) rescind the one-year time extension recently granted by the City of Sheboygan Plan Commission to the Conditional Use Permit (CUP) that had been issued to Kohler Company for the proposed golf course in Section 14, T 14 N, R 23 E in Sheboygan County. This application is made pursuant to Section 15.912 – Appeals of Zoning Interpretations of the City of Sheboygan Zoning Ordinance, and may be used jointly or severally by any other petitions regarding this issue.

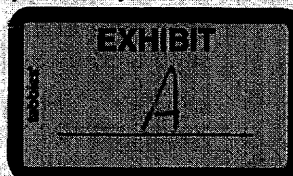
The subject CUP had been issued to Kohler Company on December 15, 2020, approximately four years ago. Section 15.905(9) on page 283 – **Time Limits on Development of Conditional Use**, on page 283 of the Zoning Ordinance, states that:

The start of construction of any and all conditional uses shall be initiated within 365 days of their approval by the Plan Commission and shall be operational within 730 days. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. Any request for extension of time must be made prior to such revocation. **Kohler's request for time extension is three years too late.**

Because construction has not started, there was no CUP in effect for the Plan Commission to recently extend in time. **The Plan Commission's recent granting of time extension was illegal.**

Additional violations of Zoning Ordinance have been previously identified by petitioner Thelen's June 16, 2021, letter to Mayor Ryan Sorenson as well as verbally by the author during the November 12, 2024, Plan Commission meeting. That was preceded by the author's written comments to the Plan Commission dated December 10, 2020, that were verbally summarized at the December 15, 2020 Plan Commission meeting during which time the subject CUP was approved. Additionally, Pines Bach's December 14, 2020 twenty pages of Written Comments outlined in detail many defects in the CUP application. These documents, as well as Midwest Environmental Advocates December 12, 2020 comments, **comprise Appendix A.**

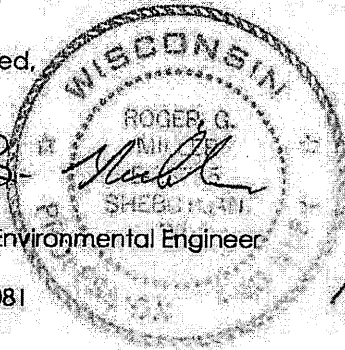
Kohler Company just recently requested this time extension in order to develop a new Site Plan for the proposed golf course that avoids any filling of wetlands because nearly six years ago (on March 15, 2019), the Wisconsin Division of Hearings and Appeals (DHA) REVERSED Kohler's permit with DNR to fill 3.7 acres of wetlands (refer to Appendix B) due to the extensive adverse environmental effects that would be caused by the project as a whole. And DNR's March 31, 2017, Endangered Resource Review (Appendix C) identifies some of the species at risk.



The remainder of this document summarizes information necessary to make an informed decision in response to this application as well as responding to any other parties petitioning on the subject CUP.

Robert C.

Roger G. Miller, PE, Environmental Engineer
202 Pioneer Road
Sheboygan, WI 53081



12/16/2024

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INTRODUCTION

In addition to identifying the specific portions of the City of Sheboygan Zoning Ordinance that are most pertinent to the proposed golf course project that have been violated, **this petition offers recommendations for appropriate action by the Board.** It also offers more general recommendations to the city on how to **begin applying the Natural Resource Protection Regulations** (Subchapter 15-5) of the Zoning Ordinance relevant to the subject land as well as future projects involving wetlands, woodland, and shorelands, **and not affirm precedent for continuing to set them aside** as has been consistently done throughout the city's involvement with the subject proposed development.

This may also be useful for the Planning Department now and in the future as they're required to interpret the city's Zoning Ordinances and advise the Plan Commission. Further, it briefs City of Sheboygan elected officials, commissioners, and employees on the background of this case so that similar violations of Zoning Ordinance might be avoided in the future. While many people may not realize, Wisconsin Statute Chapter 946.12 makes it clear that it's important to not ignore ordinances because that constitutes official misconduct, which is a Class 1 felony.

Proposed Golf Course Project Description

The development proposed by Kohler Company on the subject land is an 18-hole championship grade golf course. This would become the company's fifth course in the vicinity of Sheboygan which, along with The Bull at Pinehurst Farms nearby, would provide a sixth high grade course in the area. Together with five other courses around Sheboygan that are less challenging and are used by most local golfers, **the proposed development would become the ninth golf course with 18 holes within 6 miles of downtown Sheboygan,** and there are two additional nine-hole courses. Refer to Figure 1 – Golf Courses within 6 miles of Downtown Sheboygan. Appendix D provides additional information on these courses and how the state rates in attracting visiting golfers. **All of these existing local courses were constructed in areas of formerly tilled agricultural land** having predominantly clayey soils and involved few, if any, protected (by state law) wetlands.

In contrast, the proposed golf course location is comprised of mature mixed deciduous-coniferous forest, river flood fringe wetlands, and isolated wooded wetlands, all of which are Protected Natural Resources under City of Sheboygan Zoning Ordinances. Refer to Figure 2 – Proposed Golf Course Location. This project came under the jurisdiction of the City of Sheboygan Zoning Ordinances through Kohler's request for annexation of their land along with a substantial portion of the state park (refer to Figure 3).

The 2020 Site Plan for **the proposed golf course covers the eastern 184 acres** of the approximately 247-acre sum of the area of the Tax Key Parcels that are outlined in red in Figure 4 – Tax Key Parcel Map and tabulated below:

Tax Key Number	Area Composition (acres)		
	Wetland	Woodland	Total
59281328015	2.4	60.6	63.0
59281328016	10.2	19.5	29.7
59281328017	2.1	47.4	49.5
59281328018	6.5	71.9	78.4
59281328029	14.2	10.8	25.0
59281328027	0.0	1.3	1.3
	Wetland: 35.4	Woodland: 211.5	246.9 Total
	(10%)	(90%)	

This land has about 3/4's of a mile of Lake Michigan shoreline that is required by City Zoning Ordinance to remain in its "undisturbed state". The project is bounded by state park to the south and Black River and state park to the west, a large lot wooded residential subdivision to the north, and Lake Michigan shoreline to the east (refer to Figure 5 – State Property Map). Figure 6 shows the DNR mapped wetlands in the area, some of which are shown in the 2020 Site Plan to be filled, and woodlands would be clear cut adjacent to the wetlands that remain. The Site Plan also shows filling within the Flood Fringe of the Black River that is mapped in Figure 7, which is not allowable at either state or local levels of regulation.

The Site Plan for the course in the 2020 CUP is provided in Figure 8. It's described by Kohler to be a "minimalist" design that "may require more than 50% clear cut" as mentioned in the project's Environmental Impact Report (EIR). However, the Site Plan indicates approximately 75% "clear cut" of the project's woodland area, which is highlighted in pink on Figure 9 – Annotated 2020 Site Plan.

Kohler advises that the proposed course location is "ideal" because it's near Riverdale Country Club, and admirably compares it to the publicly owned golf course at Peninsula State Park that was started about 100 years ago on previously deforested land. That location is perched high on top of the Niagara Escarpment in an area that contains no wetlands, and its edges are high above the rocky and erosion-resistant shoreline of Green Bay. It has little in common with the proposed course.

Although not shown in the 2020 Site Plans, the Initial Site Plans prepared by Kohler Company had shown quarry stone reveiment along about 2/3's of the shoreline in segments along the area marked with dashed black line on Figure 4. Because a revetment of that scale would require an Individual Chapter 30 Permit with DNR and the Army Corps of Engineers, which would be a permitting obstacle in addition to those the golf course project already faced, that issue has been deferred by not showing revetments on subsequent plans. Photos in Appendix E show the extensive reveiments along Whistling Straits. In the meantime, several portions of the 2020 Site Plan's course of play are located lakeward of the present Ordinary High Water Mark (O.H.W.M.), extending beyond Kohler's riparian property boundary and onto shoreline that is held in trust by the state.

Because Kohler's permit to fill over 40 small wetlands and some of wetland area comprising the east edge of the flood fringe of the Black River (summing to 3.7 acres) was "REVERSED" in 2019 by the State of Wisconsin Division of Hearings and Appeals (DHA), Kohler recently informed the Plan Commission they will soon provide a revised Site Plan that will avoid filling any wetlands. This plan would need to accommodate the present O.H.W.M., which is at the toe of the erosion scarp caused by the 2016 through 2022 high water level period. However, that is moot for a golf course on the subject land for the reasons described in the next section.

SUMMARY OF ZONING ORDINANCE VIOLATIONS AND BASIS OF APPEAL

In addition to Plan Commission illegally recently extending the CUP for the course, the previous Planning Department staff had violated the portions of the Zoning Ordinance most pertinent to the proposed use and characteristics of the subject land.

Development of a privately owned golf course (defined as *Outdoor Institutional* for which use classifications are cited in Table 15.204: *Land Uses in Permanently Protected Green Space*, page 113 of the Zoning Ordinance) is not permitted either by right, Special Use, or Conditional Use. And according to the 2020 Site Plan, the entirety (100%) of the planned course is Permanently Protected Green Space consisting of either Wetland, Woodland, or Lakeshore, none of which are allowed to be disturbed according to Table 15.204 and Subchapter 15-5. Additionally, all of the land is recharge.

As mandated by Table 15.204 as just described, a golf course on privately owned land is simply not allowable at the subject location. If the land was to be "publicly" owned (in this case by the city), its development could become allowable under CUP, but only if it didn't result in adverse environmental impacts. And that's not physically possible here.

In evaluation of the 2020 CUP application, the **Planning Department's Request for City Plan Commission Consideration** (refer to page 7 of Appendix F) **incorrectly treated the subject land that is privately owned, as public**. Zoning Ordinance affords more latitude for any city owned golf courses that are meant to be closely accessible to residents and economical enough for much of the public to afford.

Subsection (4) Natural Resource and Green Space Regulations and Requirements of Section 15.205 – **Regulations Applicable to All Land Uses** (page 114) requires that: "**All land use and/or development of land shall comply with the regulations and requirements of Subchapter 15-5** (refer to Appendix G), **pertaining to the protection of sensitive natural resources and required green space areas**. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of health, safety, and general welfare of the residents of the City of Sheboygan and its environs."

The city's **Natural Resource Protection Regulations** (Subchapter 15-5, pages 197 through 206) of the Zoning Ordinance are specifically regulated "overlays" as **Permanently Protected Green Space**. In spite of these overlay requirements **being superior to all other layers of ordinance, the Plan Commission continues to set aside most of Subchapter 15-5 in the course of administering the subject CUP.**

In order for the city to come into compliance with applicable zoning ordinances regarding the subject CUP, **each of the following violations outlined below justify and necessitate the Board in rescinding the Plan Commission's November 12, 2024, action to extend its time limit:**

- 1) **Section 15.905(9)** on page 283 - **Time Limits** on the Development of Conditional Use requires that construction shall start within 365 days to start construction, and the use shall be operational within 730 days, neither of which has been met. Because it had always been anticipated by the city and applicant that the project faced a number of permitting hurdles and potential for lawsuits, **in 2020 the Plan Commission should have instructed the applicant to defer application of the CUP until those were all resolved.**
- 2) **Section 15.008(2)** on page 3 - States that "**no land shall be developed or used, and no structure erected or maintained in violation of any state or federal regulations**". DNR **Wetland Ecologist** (Patricia Trochell) during the Wisconsin Division of Hearings and Appeals (DHA) hearings that resulted in REVERSAL of Kohler's permit to fill some wetlands testified (in Appendix B) that "**the project would not be in compliance with either S. 281.36, Stats. or ch. NR 103, Adm. Code.**"
- 3) **Section 15.306** on pages 183 through 186 - **Detailed Instructions for Density and Intensity Regulations:**

15.306(1) For Both Residential and Nonresidential Development:

(a) **Check Planning Recommendations for the Subject Property**

- 1) Check Comprehensive Plan Recommendations - City of Sheboygan **Comprehensive Master Plans had never anticipated the subject land to be annexed.**

- (b) **Check the Zoning of the Subject Property** – Upon annexation, the Planning Department assigned SR-5 (single family dwellings on lots of at least 6,000 square feet) zoning to the subject land. Although the proposed land use being a **golf course on privately owned land, which is an Outdoor Institutional Use (15.206(3)(d) on page 126), is an allowable Conditional Use in SR-5 zoning, see (c) below.**
- (c) **Complete a Natural Resources Site Evaluation** for the Site (pages 177 through 179): While recognizing 241 acres of the 247 acres of "proposed golf course property" is comprised of floodplain (58 acres), wetlands (6 acres), lakeshore (7 acres), woodlands (170 acres), the Worksheet (Exhibit 8 of the Planning Department's report "**Request for City Plan Commission Consideration**", In Appendix F, "**subtracts portions of natural resources made developable by using approved environmental mitigation techniques**" to provide a conclusion that the Net Developable Area (NDA) for the golf course is 172 acres. However, **the only provision provided by Kohler Company is a proposed payment into DNR's wetland mitigation fund for proposed filling of just 3.7 acres of wetland.** Correspondingly, the arithmetic on this Worksheet should have shown somewhere between 8 and 10 acres of NDA. However, **the entire area of the 2020 Site Plan is Permanently Protected Green Space, providing an actual NDA of 3.7 acres** by a proposed payment into a mitigation fund. But that doesn't make up for elimination of the globally rare interdunal wetlands being filled by this Site Plan. A "**Corrected**" **Site Evaluation Worksheet** tabulating conditions before any mitigation provisions are attributed is included in **Appendix G, Indicating zero NDA.**
- 4) **Section 15.204 (pages 112 and 113, refer to Appendix H) - Table of Land Uses Permitted in Permanently Protected Green Space Areas (page 113) does not allow Conditional Uses for Outdoor Institutional land use, as a golf course on privately owned land is classified, in wetlands, woodlands, or lakeshore. Because these comprise entirety of the subject land, the proposed development was and is not even eligible for any consideration under a CUP, much less meeting the criteria for granting a CUP.**
- 5) **Section 15.205 - Regulations Applicable to All Land Uses, Subsection (4) Natural Resources and Green Space Requirements (page 114, included in Appendix H): "All land use and/or development of land shall comply with all the regulations and requirements under Subchapter 15-5, pertaining to the protection of sensitive natural resources and required green space area. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the residents of the City of Sheboygan and its environs." The Planning Department's report to the Plan Commission for their consideration in issuing the subject CUP in 2020 functionally set these aside by misrepresenting how the regulations are to be applied.**
- 6) **Subchapter 15-5: Natural Resource Protection Regulations (pages 197 through 206, Appendix G): "The purpose of this Subchapter is to set forth the requirements for the mandatory protection of natural resources and permanently protected green space area within the jurisdiction of this Subchapter to ensure the implementation of the City of Sheboygan Comprehensive Master Plan and State of Wisconsin Statutes 62.231 and 87.30." Refer to Section 15.504 Wetland Overlay Zoning District, 15.505 Lakeshore Overlay Zoning District, 15.507 Woodland Overlay Zoning District, 15.508 Steep Slope Overlay Zoning District, and Section 15.509 Detailed Site Analysis, all of which were set aside by issuing the subject CUP in 2020. The topography and pattern of wetlands, woodlands, and shoreline of the subject parcel is a globally rare and of regional significance and the woods have**

been left undisturbed long enough to have acquired a substantial degree of "old growth" ecologic functionality. These characteristics fully warrant the degree of specific protection provided by the City of Sheboygan Subsection 15-5 Natural Resource Protection Overlay requirements. And if not, no land that exists in Sheboygan County, or even the state, does.

- 7) **Section 15.905 Conditional Use Review and Approval** (pages 279 through 284, Appendix I): "The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses." 15.905(d) on page 280: "Under this Chapter, a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the City Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole." The applicant has not demonstrated this. In fact, ecologist testimony in the DHA Reversal documents in detail myriad adverse impacts the proposed construction would have on the site's wetlands as well as the state park lands. To the neglect of this, Kohler's Environmental Impact Report (EIR) for the Site Plan of the proposed golf course that was submitted to the Planning Department (under staff that are no longer present) for their review and recommendation to the Plan Commission admitted there would be the "some" adverse impact. Based on the environmental attributes of the subject land as documented in the extensive appendix of the EIR, and my review of the Site Plan and familiarity of the land, it is my opinion as a Professional Environmental Engineer with extensive experience in site and community planning and environmental resource preservation, enhancement, and restoration design that the adverse impacts on the wetlands, woodlands, and shoreland of the subject property would be major. And Section 15.905(1)(d) on page 280 states that "a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole". The Division of Hearings and Appeals March 15, 2019, record (Appendix B) that Reversed Kohler's permit to fill some wetlands describes in detail the manner and degree of adverse environmental impact that clear cutting the woodlands adjacent to the wetlands would have. Further, "clear cutting" (see page 123) is only allowable under Section 15.206(2) – Agricultural Land Uses (not Outdoor Institutional), and only if it "will improve the level of environmental protection on the subject property". As documented in Appendices A and B, the proposed clear cutting will not improve the level of environmental protection.
- 8) **Section 15.905(11)** on pages 283 and 284 require that "Modification, alteration, or expansion of any conditional use in violation as approved per (5)", which is Review by the Plan Commission and Public Hearing, "without approval by the Plan Commission, shall be grounds for revocation of said conditional use approval per (8)" (below) – Termination of an approved Conditional Use. During the November 12, 2024, Plan Commission meeting, Kohler Company reported that within several months they would be submitting to the Plan Commission a Site Plan that avoids filling any wetlands. Admirable as this may seem, the purpose is to avoid being held up any longer by the state. That's why they requested a time extension of one year of the CUP that had been granted in 2020. The scattered pattern of the isolated wetlands that the new plan will be intended to avoid filling will require major modification and alteration of the Site Plan that had been approved by the Plan Commission in 2020. The Plan Commission's recent granting of time extension in effect approved Carte Blanche that a new Site Plan (which has yet to be seen) meets applicable ordinances, with the City Attorney instructing the Plan Commission that they must provide Kohler's requested extension. This circumvents the required certification by the Zoning Administrator attesting that a Site Plan meets all applicable requirements. Because the Plan Commission cannot legitimately approve something that doesn't yet exist, this by itself is firm basis to revoke the time extension granted by the Plan Commission.

- 9) **Section 15.905(8)** on page 283 – **Termination of an approved Conditional Use**: states that "Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties." Violations 1 through 8 above, in combination with Appendices A and B, clearly describe how the subject CUP is not in compliance.

Appealing to the Board and How the Appellants and Others Are Aggrieved

The subject appeal is being brought to the Board primarily by those living closest to the subject land that would be most directly affected by a development that violates applicable zoning ordinances. And from familiarity with the area, the appellants may be more environmentally aware of the adverse effects of habitat destruction and lakeshore encroachment than some urban residents. However, **the proposed project would have broad effects on all of our community and well beyond**, more so than any other case I expect this Board has previously been presented with. Just legally, the decision of this Board in response to this appeal will either:

- A) **Affirm precedence for the future for continuation of setting aside (violating) Subchapter 15-5: Natural Resource Protection Regulations** of the City of Sheboygan Zoning Ordinances, as has persistently been done to date for the subject proposed golf course project, or conversely,
- B) **Require that city administration consistently and correctly apply resource protection "overlay" land use regulations** of the Zoning Ordinance, as mandated by City Common Council legislation.

While the land subject to this appeal has the greatest degree and area of environmental significance of any other tract I've seen over 40 years of environmental engineering practice in this state, the generic subject at hand (of either following zoning ordinances or violating them) is also pertinent to future developments which at some time will include the wooded land the city has for decades owned in Section 10 just south of the city. More importantly, **the pending Board decision on the Kohler-owned land subject to this appeal will affect the community and the state park for many generations to come** in the manner described in more detail in subsequent sections of this report.

The Wisconsin Division of Hearings and Appeals REVERSAL of Kohler's wetland fill permit (**Appendix B**) summarizes the many ways in which the Site Plan for the proposed golf course will have very substantial adverse environmental impacts on the subject land, adjacent lands, and also the region. This includes testimony from DNR wetland ecologist Patricia Trochlell, UW Madison Lecturer Emeritus ecologist Quentin Carpenter, and ornithologist William Mueller. Mueller describes how the 243 bird species known to be present, many of which are Conservation Priority Species, will be adversely affected. **Appendix B is essential reading to understand the magnitude and degree of how the proposed golf course is a wholly unsuitable use**, which is consistent with City of Sheboygan Zoning Ordinances as previously itemized.

The simple question this appeal brings to the Board comes down to: **Did the Plan Commission (PC) recently apply applicable ordinances in their duties, procedures, and requirements under Sections 15.905 through Sections 15.933 in administering the subject project's Conditional Use Permit (CUP)?** Before getting into explanation of that, it's reasonable to first examine a question of: **what matter is it to the City of Sheboygan Board of Appeals to listen to local residents that can't vote in the city?**

City of Sheboygan Zoning Ordinance, Section 15.934(4) answers: "Appeals to the Board of Appeals may be taken by any person aggrieved or by any officer, department, board, or bureau of the city of Sheboygan affected by any decision of the administrative officers." Allowing "any

person" to appeal is much broader "standing" than a civil court action requires. This is liberally appropriate for the Board's quasi-judicial role and process that most efficiently resolves zoning issues. The following is a summary of my professional opinion as an environmental engineer of some of the ways that the appellants, as well as other people in this area, are actually aggrieved.

The nature and basis of how the appellants and others are aggrieved, is best described by the legislated basis of the city's regulations that are paramount to the physical characteristics of the land on which the subject golf course is proposed; Subchapter 15-5: Natural Resource Protection Regulations of the Zoning Ordinances. Under Section 15.502 – How to Use this Subchapter: "This Subchapter recognizes the important and diverse benefits which natural resource features provide in terms of protection of the health, safety, and general welfare of the community".

The consequences of the extent and degree of natural resource and habitat destruction that's inherent in clear cutting much of the mature forest covering the subject land will range from substantial to major. And the adverse effect on the ecology of adjacent wetlands on the subject land and adjacent state park land will vary by specific location from major to devastating. The adverse effects of massive clear cutting of woodlands adjacent to wetlands that have not been planned to be filled is a major reason why DOA had REVERSED Kohler Company's permit with DNR to fill over forty rare and ecologically valuable small, isolated wetlands totaling 3.7 acres.

Wetlands and Woodlands Work Together

Wetlands lose much of their ecologic function if the adjacent woodlands are disturbed because the species that depend on wetlands at the beginning of their life cycle depend on the woodlands during the adult phase. Extensive clear cutting of the woodlands along the entirety of the extensive wetland perimeters exposes the wetlands to very different physical conditions; including amount of sunlight, micro-climate, and predation of amphibians, which are all adverse impacts.

The adverse environmental impact of clear cutting along both sides of the remaining rare swale wetlands that aren't shown to be filled in the 2020 Site Plan will be ecologically devastating. So even though they can no longer be legally filled, clear cutting adjacent to them will be just as bad. Appendix J includes some information on some of the species that require woodlands adjacent to wetlands for survival. Life span for many of the salamanders range from as long as 10 to 25 years.

These ridge and swale wetlands are "areas of special natural resource interest" that warrant rigorous protection from both direct and indirect adverse impacts as provided by enforcement of the City of Sheboygan Natural Resource Protection Regulations. Wetland ecologist Patricia Trochell in her testimony to DHA summarized "floristic integrity is rate high to exceptional", and "the wetlands on the site that would be impacted by the project include hardwood swamp, Great Lakes ridge and swale, southern sedge meadow, alder thicket and interdunal wetlands." Further, "The wetland and upland plant communities on this site are extremely rare and require the specific environment and geographical location the Kohler site provides in order to survive. The extremely rare intact wetland complex is irreplaceable. The wetlands rank high to exceptional for functional values and the direct, secondary and cumulative loss of these functional values would be significant."

The record (Appendix B) of DHA's REVERSAL of Kohler's wetland fill permit contains information that is essential reading for the Board members and any other officials in making any decisions regarding the subject CUP or any other proposed development on this land. Decision without that will constitute an action not based on adequate information, similar to the reason DHA revoked the wetland permit that had been issued under political pressure in contrast to very strong recommendation by DNR staff to not issue.



Looking south into the northern edge of the woodlands that would be clear cut to accommodate the proposed golf course.



The proposed golf course site plan shows clear cutting of the woods directly adjacent to both edges (left and right) of the elongated interdunal wetland in the photo center. This would expose the wetland to full sunlight, which would have devastating adverse effects on its ecologic functions.

Woodlands and Air Quality

The effects of extensive clear cutting aren't just ecological. **Forests everywhere on the planet are the primary scrubbers of atmospheric carbon dioxide from the atmosphere as photosynthesis harvests carbon and discharges oxygen.** That's why you feel more energized walking through a forest mid-day to mid-afternoon on a calm summer day. While taking in carbon dioxide, trees also sequester air pollutants. **This is critically important along our lakeshore.**

The reason **Sheboygan County is an ozone "non-attainment" zone** has little to do with the relatively limited local emissions. It's primarily from auto exhaust from the large metro area from Chicago and through Milwaukee channeling along the lakeshore by a "shore breeze" from the southeast (as it appears to us at land elevation) underneath vertical confinement of the gentle westerlies that are common during summer. While sailing far out in the lake on days like that you can often see a tan smudge at low elevation along the entire visible shoreline. **Clear cutting thousands of trees for the proposed golf course at this location is not trivial in terms of local air quality.**

Another attribute of woodlands is **the topsoil that develops over time in temperate climates is a net carbon "sink".** A golf course that attracts players from around the county and globe, which shifts a substantial amount of fossil carbon to the atmosphere to get them here, in combination with reduction of carbon sequestration on the site they play due to deforestation, is not "carbon friendly". The U.S and China have caused 2/3's of the anthropogenic increase in atmospheric carbon to date. Both continue to do so. And the U.S. expels about 2/3's of that. While we live in relative luxury climate and food security-wise even though we're nearly half the cause of carbon dioxide increase, the adverse effects of this are most exerted on the geographic regions elsewhere that are naturally more climate stressed.

Lakeshore

The sandy shores of Lake Michigan naturally respond dramatically to the large range (six feet vertically) of water level variations (refer to Historic Lake Michigan-Huron Water Levels and the ACOE schematic cross sections in Appendix K), resulting in the position of the calm water level changing as much as 100 yards. Private riparian land ownership ends at Ordinary High Water Mark (O.H.W.M.). The O.H.W.M. *"is the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation or other easily recognized characteristic"*. Appendix K includes the method required by DNR to determine the O.H.W.M. at any location.

The 2020 Site Plan that had been approved by the Plan Commission used an O.H.W.M. that was surveyed in 2012 when the water level was at an historic low, with the O.H.W.M. correspondingly being at an easterly extreme. This is why that Site Plan showed some eastern edges of the course of play extending eastward beyond the present O.H.W.M. that developed during the 2016 through 2022 high water period. **This defect in the 2020 Site Plan, as well as some of the other violations of Zoning Ordinance, are summarized in the author's December 10, 2020, Written Public Comment – Conditional Use Permit Application provided to the Plan Commission included in Appendix A.** The correct present position of the O.H.W.M. along the subject shoreline is mapped on Figures 8 and 9.

Beginning in about 1980, DNR's guidance for minimum setback of development from the O.H.W.M. of Lake Michigan was 100 feet to provide a nominal service life of 50 years in consideration of average long term natural shore erosion rates. Soon thereafter all lakeshore counties adopted this in their Shoreland Ordinances, including Sheboygan County. And statutory minima are not optima. In general, capital improvements should be located as far inland from the O.H.W.M. as feasible to avoid having to construct a revetment in the future.

More recently, the 100 feet setback was unadvisedly reduced by the state legislature to 75 feet to match that of inland lakes, which aren't subject to the natural recession of Lake Michigan shores. Accordingly, Section 15.505 - Lakeshore Overlay Zoning District parts (1) and (4) on pages 200 and 201 of the city's Zoning Ordinance requires that "all areas within 75 feet of the ordinary high water mark" "shall remain in an undisturbed state". And the 50 feet setback that applies to the urban areas of the city, as cited by the Planning Department's review of the 2020 Site Plan, is not applicable.

Where revetments become needed to protect structures that have been built too close to the lakeshore, they must be tucked into the toe of the most recent wave erosion scarp so they only go to work during onshore storms during high water levels. The rest of the time, they become buried by dune development.

A better alternative to revetments is "beach nourishment", which is the only method of erosion protection that is sustainable along sandy shorelines of this magnitude. It is substantially less cost than revetments, and can maintain the shoreline in an "undisturbed state" by allowing dune formation. In addition to beach nourishment enhancing the functionality and desirability of any property, the adjacent reaches of shoreline both north and south likewise benefit.

An example of similar scale of beach nourishment is the area where sand dredged from the entrance of Sheboygan's Outer Harbor was deposited along the shoreline to the south which has maintained a wide beach since then. Prior to that, during the 1985-1987 high water period, there was little to no beach, and storm waves washed into the east end of Indiana Avenue. Aerial photos of this area in 1971 through 2022 in Appendix L show how effective beach nourishment can be.

RECOMMENDED BOARD OF APPEALS ACTION

Without the state's wetland fill permit, Kohler's 2020 project Site Plan became obsolete. Consequently, **the present tactic to further pursue construction of the proposed golf course is to avoid filling any wetlands** so the project can no longer be held up by the state. The state NR regulations can only disallow the filling of wetlands, and they don't regulate woodlands. However, the City of Sheboygan Zoning Ordinances do, as previously outlined.

In any case, **not filling any wetlands necessitates development of a new Site Plan**, which Kohler company has said they expect to submit to the Plan Commission in several months. However, **that endeavor is moot because the proposed use of the land as a privately owned golf course is specifically disallowed by municipal ordinance in Permanently Protected Green Space (Wetlands, Woodlands, Shoreline)** that comprise all of the subject land, as previously described.

That's where things presently stand regarding the subject CUP. **This places the issue of whether or not the city will continue to violate its Natural Resource Protection Regulations entirely in the hands of the Board, and nobody else.** This appeal is justified for any one of the reasons outlined in the previous section of this report. These document how **city administration has thoroughly and persistently violated mandatory minimum requirements** of the City of Sheboygan Zoning Ordinance in relation to the subject CUP.

To conform with Zoning Ordinances applicable to the CUP issued to Kohler Company for construction of a proposed golf course, **this petition recommends that the Board of Appeals consider the following actions which amount to no more than requiring the Planning Department and Plan Commission to not violate applicable ordinances:**

- a) Pursuant to Section 15.905(9); **affirm that the subject CUP had automatically become revoked on December 15, 2022**, thus rendering the Plan Commission's action on November 12, 2024, null, void, and moot.
- b) **Affirm that Subchapter 15-5 Natural Resource Protection Regulations** are, due to the natural characteristics of the subject and the adjacent land and shoreline, **applicable mandatory minimum requirements for any type of land use or development that must go through planning procedures required** by applicable provisions of the Zoning Ordinance. Administration of zoning ordinance for any type of development on it **requires evaluation by qualified ecologists** to determine the necessary habitat protective distances that any land disturbance must be kept away from wetlands, as well as any additional habitat considerations. In this case, this should be retained by the Planning Department in collaboration with the Town of Wilson Plan Commission (because the subject land is entirely surrounded by Town land) but reimbursed by the landowner in accordance with ordinance). This is warranted because the applicant has proven that direct retention by them does not result in an Environmental Impact Report providing objective and actionable quantitation of potential adverse environmental impacts of a proposed development.
- c) Pursuant to Section 15.505(4); **affirm that the Lake Michigan shoreline shall remain in its "undisturbed state**, except for uses permitted in Section 15.204 per the requirements of Subsection 15.206(10)". And for this intent and purpose, **no revetments should be constructed**. Revetments can interfere with natural beach and near shore sand bar dynamics throughout the large range (six feet in elevation) of Lake Michigan water levels. **If protection from wave erosion is desired or needed in the future, it should consist only of "beach nourishment"** designed and permitted in accordance with DNR and Army Corps of Engineers standards.

Why These Violations Occurred

Most instances of violation of law occur due to competing values, in this case golf and some income vs the environment and the law. However, the **monetary benefits anticipated from a project are not an aspect of consideration in zoning administration**. That's why there is no mention of it in zoning ordinances. If that was a criterion, there would be no traction for zoning law and therefore no need for zoning ordinances because no owner applies for a permit for a project they expect to be an economic disadvantage. And examination of Kohler's emphasis on the economic impacts of the proposed course reveals it to be a miniscule increase in Sheboygan County's healthily growing \$7 billion gross annual economy, while exerting about a 0.1% increase in demand for labor in an already labor short market. So not only are these factors irrelevant with respect to zoning ordinance administration, they're unsubstantial to slightly negative.

In contrast, **the city's Natural Resource Protection Regulations are mandatory**. This is particularly germane to the subject land that may be the most unique and important tract of relatively **undisturbed natural environment that exists in the county, if not the state**.

The applicant touts the unobstructed view of the lake for the course's golfers provided by the project's necessary massive clear cutting of the forest. That view can more easily and economically be enjoyed by anyone visiting Kohler-Andrae State Park, or walking along the subject land's shoreline. It doesn't necessitate clear cutting of trees or destruction of natural habitat. Earliest origins of golf date back to the late 1200's on open grounds in Holland, with further development of the game along the east coast of Scotland in the 1500's on grassy dunes that aren't agriculturally productive and were considered "wastelands". Golf is not suited to woodlands, thus the proposed 75% clear cut.

Upon Pete Dye seeing the location of the subject proposed golf course some years ago, he had been quoted as saying something to the effect that this location is a "sandbox to play in"; that is provided you get most of the trees out of the way. Kohler comforts that clear cutting much of the forest will get rid of the profusion of barberry (an invasive ornamental shrub) they've avoided controlling. Young barberry shoots are easily pulled up by gloved hand. Mature bushes require more handwork.

Examination of golf publications and websites reveals little interest beyond just the game and scenic views from courses. However, beauty is in the eye of the beholder. It was reported that some of the young DNR staff that were on site to verify its natural conditions had tears in their eyes upon seeing what would be destroyed. Those were not tears of joy. From an environmental engineering perspective, **clear cutting mature forest to build a golf course is a very poor use of woodland natural resources, not to mention the adverse effects on the wetlands.**

Mankind is perpetrating the greatest rate of mass extinction of plants and animals since a sizable meteor struck the planet just north of the Yucatan peninsula about 65 million years ago. It is the increments of habitat destruction that we are conducting individually and cumulatively that are the cause. The purpose of the Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance is to avoid contributing to that here.

In addition to all of the preceding content of this application, the next section provides some general perspective on habitat destruction **for consideration by the Zoning Administrator as required by Section 15.912(5)** on pages 296 through 297 **to provide a report to the Board summarizing if the appeal is "in conflict with the provisions of the City's Comprehensive Master Plan or Zoning Ordinance"** as relating to the Board's pending consideration of the appeal regarding the Plan Commission's recently granted time extension to the subject CUP.

COMPLEX INTERACTIONS OF HABITAT DESTRUCTION

The Wisconsin Division of Hearings and Appeals' reversal of Kohler's permit to fill some wetlands was based more on the adverse effects of the project's planned clear cutting and bulldozing of mature forest along the extensive edges of the wetlands that remain rather than just the filling of 3.7 acres of rare wetland type. This is because **wetlands lose much of their ecologic function if the adjacent uplands are disturbed** because the life cycle of many amphibian species depends on undisturbed woodlands adjacent to wetlands.

Small wetlands that are shown on the 2020 Site Plan have, by virtue of diminutive size and isolation, unusually high and unique ecologic function. They provide amphibian spawn, egg, and larvae stage habitat free from larger amphibian and fish predation. The small salamanders that inhabit this area live from 5 to 25 years, depending on the species. By day they hide and stay moist under undisturbed forest floor leaf detritus, rotting logs, and rocks, most emerging at night to feed on insects, worms, spiders, and slugs.

Replacing woodlands adjacent to the wetlands with mowed turf has almost as much adverse impact as filling the wetlands. Due to their mostly unseen existence, there's little public awareness of our local salamanders. Appendix J includes excerpts from a book available for purchase in the state park's office that provides some more information on these secretive little critters, as well as a surprising number of different woodland frog species. Some of these are nocturnal and seldom seen.

While small, isolated wetlands surrounded by undisturbed woodlands can have enhanced habitat value, **forest fragmentation by clear cutting wide swaths and leaving small, isolated patches generally has a negative effect on woodland habitat value.** Information on other mammals native to this area is provided by books available for purchase at the state park office or by loan from

Mead Library. Individuals of each species have their own territories, and habitat range and wildlife corridors are important.

Bird species are much more varied than the mammals, amphibians, and reptiles here, considering both year-round residents and migratory species along the lakeshore. Moving on down the food chain, the variety of native habitats provided by the subject land hosts a wide variety of insects, spiders, slugs, worms, and a few types of snails, not to mention many types of plants and fungi comprising the ground floor of the ecosystem. Mostly unseen below are the many sub-microscopic species of "animals" and thousands of microscopic flora and fauna that occupy woodlands. All of these work together, and each part is interdependent, to form the fabric of natural life. **And these woodlands, which have been left undisturbed for approximately 150 years, have developed a substantial portion of "old growth" ecologic value.**

In contrast, **mowed monoculture lawns provide relatively little natural habitat value.** This is why the city has Subsection 15-5 in its Zoning Ordinance. Further, golf course maintenance requires closer cut and more fertilizer and pesticide application than common lawns. This additionally diminishes habitat value. In contrast to clayey soils elsewhere, it not possible to prevent leaching of fertilizer and pesticides into the sandy soils comprising all land east of the Black River, so **some contamination of the shallow ground water table would be inevitable.** There are many reasons why golf courses are required to be under the control of Conditional Use Permits.

THIS PROJECT'S BROADER ISSUES OF LAND USE ADMINISTRATION

I had personally advised the Planning Director at that time of the non-feasibility of a golf course at the subject location some years ago, upon first hearing of public notice of Kohler's impending annexation request. His response was, "It's premature for me to evaluate that because the land is not yet in my jurisdiction." I next asked: "Why assign SR-5 dense residential zoning when the proposed use is a golf course?", to which he responded, "That will give them the greatest flexibility in developing the land." It's not plausible to be unaware of the ordinances that one's department is responsible for administering any more than it's plausible to be unaware that the land is all heavily and contiguously forested. The aerial photos comprising Figures 2 through 7 clearly show that.

Violation of City of Sheboygan's Natural Resource Protection Regulations have occurred on each occasion that any issue relating to the Conditional Use Permit (CUP) for the proposed golf course has come before city administration since the application for the proposed golf course project was submitted by Kohler Company to the city in 2020. This bias of seeing fit to violate ordinances was predisposed by the annexation initiative and agreement between Kohler Company and the city in 2017.

Kohler's purpose for annexation was to bring the golf course into the zoning administration jurisdiction of the city even though the city's very thorough, thoughtful, and detailed specific *Natural Resource Protection Regulations* functionally preclude any feasibility of the proposed project as has been explained herein. These ordinances set much greater restriction on the subject land than it was subject to while in the Town of Wilson. **So the basis for Kohler Company's request for annexation was confidence in the city setting aside applicable ordinances. While this has been a reliable assumption to date, it has been in violation of law.**

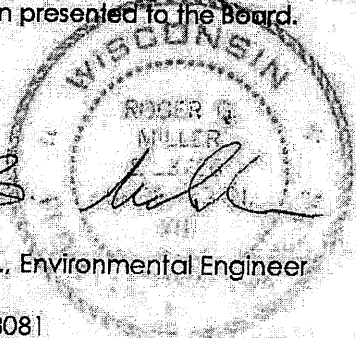
The Mayor and Planning Director at the time Kohler Company approached the city responded by concertedly promoting what they perceived as very expansive potential for additional annexations. This, and Kohler's project, were apparently considered to be more important than local land use law, particularly **the Natural Resource Protection Regulations which are most germane to municipal expansions onto undeveloped land.**

It will be in the public interest for the present remaining and any new Planning Department staff, the Plan Commission, as well as the present and any future mayors, **to chart a course for lawful administration of Zoning Ordinance.**

CLOSURE

From having analyzed and designed many dozens of projects, both large and small, throughout and around the City of Sheboygan and hundreds throughout the eastern half of the state, I advise that **there has not been in the past, and there will not be in the future, a more important need for due diligence administration of the City of Sheboygan Natural Resource Protection Regulations** than the issue herein presented to the Board.

Sincerely,



Roger G. Miller, P.E., Environmental Engineer
202 Pioneer Road
Sheboygan, WI 53081

12/16/2024

LIST OF APPENDICES

Figures 1 through 9:

- Figure 1: Golf Courses within 6 Miles of Downtown Sheboygan
- Figure 2: Proposed Golf Course Location
- Figure 3: Annexation
- Figure 4: Tax Key Parcel Map
- Figure 5: State Property Map
- Figure 6: DNR Mapped Wetlands Map
- Figure 7: Flood Fringe Map
- Figure 8: 2020 Site Plan
- Figure 9: Annotated 2020 Site Plan

- A) Prior Comments During CUP Process Reciting Violations
- B) Wisconsin Division of Hearings and Appeals 3-15-2019 REVERSAL of DNR Wetland Fill Permit, including ecologist testimony.
- C) DNR 3/31/2017 Endangered Resources Review
- D) Information on other golf courses and Wisconsin status as a golfing destination
- E) Whistling Straits shoreline photos
- F) 12-11-2020 Planning Department Request for City Plan Commission Consideration, and Kohler Company CUP application
- G) Subchapter 15-5: Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance
- H) Pertinent excerpts of the City of Sheboygan Zoning Ordinance:
 - Section 15.008(2) Application (pg 3), "no land shall be developed in violation of state law"
 - Table 15.204 Land Uses Permitted in Permanently Protected Green Space (pg 113)
 - 15.205(4) Regulations Applicable to Natural Resources and Green space (pg 114)
 - 15.206 Selective and Clear Cutting only a Conditional Use in Agricultural (pg 122)
 - 15.206(3) Active Outdoor Public Recreational and Outdoor Institutional (pg 124-126)
 - 15.206(8) Filling not allowed in Permanently Protected Green Space (pg 160)
 - 15.206(10)(d) Natural Resource Disruption and Required Mitigation (pg 169-170)
 - 15.908 Site Plan Review and Approval (pg 286-291)
 - 15.912 Appeals of Zoning Interpretation (pg 296-298)
 - 15.931 Purpose of Administrative Regulations (pg 326-327)
 - 15.934 Zoning Board of Appeals (pg 328-332)
- I) Section 15.905: Conditional Use Review and Approval of the City of Sheboygan Zoning Ordinance
- J) Excerpts from Reptiles & Amphibians Field Guide
- K) Lake Michigan Water Levels, ACOE shore cross section schematics, and OHWM
- L) Aerial Photos of Beach Nourishment



January 3, 2025

Roger Miller
202 Pioneer Road
Sheboygan, WI 53081

Dear Mr. Miller:

I serve as the chair of the City of Sheboygan's zoning board of appeals. As such, I work with staff to set meetings of the Board and create the agendas for those meetings. The Board's authority, set forth in § 105-1011(a), Sheboygan Municipal Code ("Code"), is to review and determine all matters relating to requested variances from the provisions of the city's zoning ordinance or appeals regarding an interpretation of the zoning administrator of the zoning ordinance.

On December 16, 2024, the City received an appeal from you of the November 12, 2024, decision by the Sheboygan Plan Commission to grant an extension of a Conditional Use Permit to the Kohler Property for its property located on the south side of Sheboygan near Lake Michigan and Kohler-Andrae State Park. I have consulted with legal counsel for the City in determining the appropriate procedural response to your appeal.

You describe your appeal as being pursuant to Section 15.912 of the City of Sheboygan Zoning Ordinance. No such ordinance presently exists, but I suspect you are referring to § 105-1003, Code, which descends from the former 15.912.

The code section to which you refer relates to appeals of zoning interpretations by the zoning administrator, who is the person the City authorizes to make administrative decisions under its zoning ordinance.

The matter to which your appeal refers was not decided by the zoning administrator or any other administrative official. Conditional use permits are governed by Wis Stat. § 62.23(7)(de) and § 105-998, Code. The provisions of those laws do not authorize a zoning board of appeals to hear appeals related to conditional use permits. Rather, they provide that such appeals are made to the circuit court by certiorari. (See Wis Stat. § 62.23(7)(de)(5) and § 105-998(n), Code.) The appeal process parallels the appeal process for matters heard by the zoning board of appeals.

As such, the zoning board of appeals does not have the authority to hear your appeal and I will not be placing it on the agenda for hearing. Your proper appeal should have been to file a certiorari petition with the circuit court.

Thank you for your concern for the City.

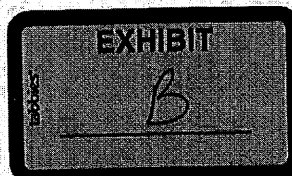
Sincerely,

Kevin Sampson
Chair, Zoning Board of Appeals
828 Center Ave., Suite 308
Sheboygan, WI 53081

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue
Sheboygan, WI 53081

cc: Roger Miller - rmliller@cityofsheboygan.com



FILED

Item 14.

01-31-2025

Sheboygan County

Clerk of Circuit Court

2025CV000072

Honorable Rebecca L.

Persick

Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Roger G Miller et al vs. City of Sheboygan Plan
Commission et alElectronic Filing
Notice

Case No. 2025CV000072

Class Code: Petition for Writ of Mandamus

CITY OF SHEBOYGAN PLAN COMMISSION
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2025CV000072 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 889100

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

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

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

Sheboygan County Circuit Court

Date: February 3, 2025

**CITY OF SHEBOYGAN
REPORT 23-25-26**

BY BOARD OF LICENSE EXAMINERS.

JUNE 23, 2025.

Submitting applications for Building Contractor Licenses already granted.

905	Reese M Mersberger 3029 Erik Ln Sheboygan, WI 53083-2514	General Contractor
382	Eusebio Garcia-Garcia 875 Delta St Cleveland, WI 53015-1582	Carpenter Contractor

**CITY OF SHEBOYGAN
RESOLUTION 100-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 coverage and establishing the monthly premium equivalent rates effective for January 2026 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2026 are hereby adopted:

1) 2026 Health Insurance Monthly Premium Rates

a) The monthly premium for health insurance in 2026 shall be as follows:

Coverage

Single	\$1,059.02
Employee with spouse	\$2,014.74
Employee with children	\$1,826.32
Family	\$2,784.04

b) The monthly employee premium equivalent rates for full-time employees who participate in the annual physical exam shall be:

Coverage

Single	\$ 92.66
Employee with spouse	\$ 176.28
Employee with children	\$ 159.80
Family	\$ 243.60

c) The monthly employee premium equivalent rates for full-time employees who do not participate in the annual physical exam shall be:

Coverage

Single	\$ 158.86
Employee with spouse	\$ 302.22
Employee with children	\$ 273.94
Family	\$ 417.60

* Nothing in this Resolution shall be interpreted as contradicting any approved collective bargaining agreement. Part-time employees will generally pay 50% of the total monthly premium. However, for example, the City's collective bargaining agreement with Amalgamated Transit Union Local 998 provides that certain part-time employees will pay a lower amount of the total monthly premium.

- d) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 529.51
Employee with spouse	\$1,007.37
Employee with children	\$ 913.16
Family	\$1,392.02

- e) New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (a) above for the 2026 plan year (and the associated rates for the 2027 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from November 1 to October 31.
- 2) In 2026, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the City's Health Insurance Plan as of January 1, 2026. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those with employee plus spouse, employee plus child(ren), and full family coverage. Additionally:
- a) Employees who are on the Plan on January 1, 2026 shall have their HSA funded in January 2026.
- b) No contributions will be made for those new to the plan after January 1, 2026.
- c) HSA contributions are issued to an employee and/or family member based on eligibility of the employee on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
- d) Employees are responsible for notifying the Human Resources Department if the employee is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.

- e) Employees who elect the family plan, employee plus child(ren) plan, and employee plus spouse plan remain eligible for the applicable HSA contribution, even if their dependent is on a government issued plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.
- 3) The City will not charge employees a spousal surcharge.
- 4) Eligible full-time employees (for plan year 2026 "full-time employees" are employees who work 30 or more hours per week) who waive or drop coverage will be eligible for an opt-out incentive, with a maximum yearly benefit of \$1,200. This amount would be paid at a rate of \$50 bi-monthly to the employee through payroll for any month the full-time eligible employee is not on the Medical Benefit Plan.
- 5) In all cases, employees are eligible for either the opt-out incentive or the HSA contribution as of the employee's January 1 election; not both.
- 6) All qualified employees will have a Dental Benefit Plan available. Effective for January 2026 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

- a) The monthly premium for dental insurance in 2026 shall be as follows:

Coverage

Single	\$ 57.20
Employee with spouse	\$ 115.42
Employee with children	\$ 129.00
Family	\$ 189.52

- b) The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 8.58
Employee with spouse	\$ 17.32
Employee with children	\$ 19.34
Family	\$ 28.43

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 28.60
Employee with spouse	\$ 57.71
Employee with children	\$ 64.50
Family	\$ 94.76

- 7) Effective for January 2026 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$1,059.02
Employee with spouse	\$2,014.74
Employee with children	\$1,826.32
Family	\$2,784.04

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 104-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Water System Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of approximately \$4,232,414 in Water System Revenue Bonds, Series 2026 for LSL Replacements (Safe Drinking Water Loan).

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



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

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

Item 17.

September 15, 2025

VIA EMAIL

Mr. Joe Trueblood, P.E.
Superintendent
Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of Approximately \$4,232,414 City of Sheboygan (the "City") Water System Revenue Bonds, Series 2026 (Safe Drinking Water Loan)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;

QB\98459502.1

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 2

- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will

Mr. Joe Trueblood, P.E.
September 15, 2025
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$23,300, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Utility and City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:JPL:TAB
 #850357.00086

cc: Casey Bradley (via email)
 Kaitlyn Krueger (via email)
 Meredith DeBruin (via email)
 Jane Werner (via email)
 Lisa Gottsacker (via email)
 Jacob P. Lichter (via email)
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____

Title

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 105-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the proposed issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A (Safe Drinking Water Loan).

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



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

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

September 15, 2025

VIA EMAIL

Mr. Joe Trueblood, P.E.
Superintendent
Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of City of Sheboygan (the "City") Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026A (Safe Drinking Water Loan) (4901-16)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 2

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will

Mr. Joe Trueblood, P.E.
September 15, 2025
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$10,465, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

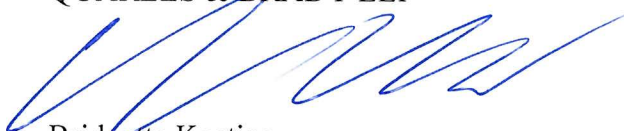
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Utility and City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:JPL:TAB
 #850357.00082

cc: Casey Bradley (via email)
 Kaitlyn Krueger (via email)
 Meredith DeBruin (via email)
 Jane Werner (via email)
 Lisa Gottsacker (via email)
 Jacob P. Lichter (via email)
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____

Title

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 106-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable Private LSL Replacement Loan Program Revenue Bonds.

RESOLVED: That the Superintendent of the Sheboygan Water Utility is hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the proposed issuance of Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (Safe Drinking Water Loan).

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



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

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

September 15, 2025

VIA EMAIL

Mr. Joe Trueblood, P.E.
Superintendent
Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of City of Sheboygan (the "City") Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2026B (Safe Drinking Water Loan) (4901-17)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 2

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will

Mr. Joe Trueblood, P.E.
September 15, 2025
Page 3

not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$8,500, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Mr. Joe Trueblood, P.E.
 September 15, 2025
 Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Utility and City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:JPL:TAB
 #850357.00083

cc: Casey Bradley (via email)
 Kaitlyn Krueger (via email)
 Meredith DeBruin (via email)
 Jane Werner (via email)
 Lisa Gottsacker (via email)
 Jacob P. Lichter (via email)
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____

Title

Date: _____

QB\98459455.1

**CITY OF SHEBOYGAN
RESOLUTION 107-25-26**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement – Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2026, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

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

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) "Joint Powers Agreement" requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

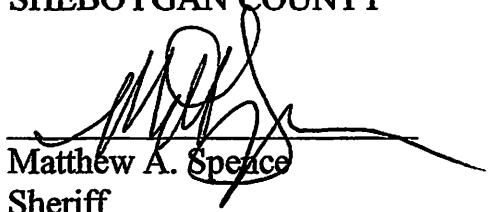
THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2026, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2026.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

Dated this 28 day of OCTOBER 2025.

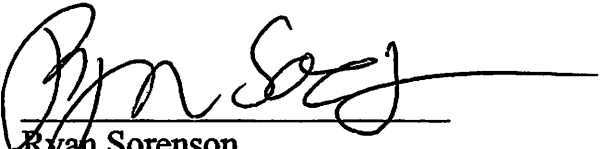
SHEBOYGAN COUNTY

BY: 

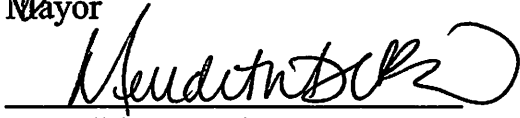
Matthew A. Spence
Sheriff

Dated this 3 day of November 2025.

CITY OF SHEBOYGAN

BY: 

Ryan Sorenson
Mayor

ATTEST: 

Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res. No. 107-25-26.

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Wis. Stat. § 256.35(9) “Joint Powers Agreement” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2026, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2026.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Wis. Stat. § 256.35(9)(c).

Dated this ____ day of _____, 2025.

SHEBOYGAN COUNTY

BY: _____
Matthew A. Spence
Sheriff

Dated this ____ day of _____, 2025.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res. No. ____-25-26.

**CITY OF SHEBOYGAN
RESOLUTION 101-25-26**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 13, 2025.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for patrol vehicles for the Sheboygan Police Department.

WHEREAS, with supply chain problems on automobile production, Ford Motor Co. is experiencing a backlog of production orders and as such it would be prudent for the City to place their order for marked squad vehicles prior to the new year; and

WHEREAS, funding for the purchase of five (5) vehicles has been included in the preliminary 2026 budget request and a pre-order of the vehicles now will result in the City taking receipt of the vehicles and paying for them in 2026; and

WHEREAS, State law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees, that this is the best procurement method for this purchase; and

WHEREAS, the Police Department has indicated a need for the purchase of five (5) marked squad vehicles for the 2026 Budget year; and

WHEREAS, should the final budget request for 2026 Capital Improvements for the Police Department fail to garner approvals, the orders may be cancelled; and

WHEREAS, once the vehicles have been received, the vehicles that are being replaced will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald's Hartford Ford of Hartford, Wisconsin for the purchase of five (5) vehicles.

BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M25-VEHICLES-00 , a copy of which is available at vendornet.wi.gov).

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$252,222.50, which includes license and title fees, from Account No. 400200-651100 (2026 Capital Project Fund – Public Safety Vehicles) for the purchase of the vehicles and their associated license and title fees.

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

Prepared For: Bernard Rammer
(920) 459-3469
bernard.rammer@sheboyganwi.gov

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD





Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$48,550.00
Dest Charge	\$1,695.00
Total Options	\$7,319.00
Subtotal	\$57,564.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$7,289.00)
Subtotal Discount	(\$7,289.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$50,275.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$50,275.00

Comments:

2026 Ford PIU Ecoboost to your specs as detailed, (similar to '25 order). Registration fees are NOT included. Delivery can not anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: 136-MPH top speed (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Driver Selectable Mode and Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	92-Amp/Hr 850CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	6840# Gvwr 1500# Maximum Payload
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Mounted Inside Under Cargo
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26215. Data Updated: Aug 13, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior

- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control and External Memory Control
- Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem, Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables optional telematics services through Ford or authorized providers via paid subscription, Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

Interior

- Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column

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Data Version: 26215. Data Updated: Aug 13, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Compass
	Remote Keyless Entry
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 8-way power track w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Smart Device Remote Engine Start
	Fleet Telematics Modem Tracker System
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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Data Version: 26215. Data Updated: Aug 13, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

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Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2026 Ford Police Interceptor Utility AWD	\$48,550.00
COLORS		
CODE	DESCRIPTION	
UM	Agate Black	
ENGINE		
CODE	DESCRIPTION	MSRP
99C	Engine: 3.0L V6 EcoBoost -inc: 148-MPH top speed, Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank, 3.31 Axle Ratio	\$2,850.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
___	3.31 Axle Ratio	Inc.
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 8-way power track w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

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Data Version: 26215. Data Updated: Aug 13, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$350.00
43A	Rear Auxiliary Liftgate Lights -inc: red/blue LED lights; located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	\$400.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
59D	Keyed Alike - 0135x	\$50.00
63B	Side Marker LED Sideview Mirrors -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included	\$490.00
63L	Rear Quarter Glass Side Marker LED Lights -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included	\$580.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$900.00
66B	Tail Lamp Lighting Solution -inc: LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights, LED lights only, Wiring and controller not included	\$430.00
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$460.00
92R	2nd Row Only Solar Tint -inc: Door glass, privacy glass on rear quarter and liftgate window	\$90.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates the 45-second liftgate lock release + paitro timer, Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed w/this option	\$0.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$80.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	\$60.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Hartford Ford to Sheboygan	\$79.00
Options Total		\$7,319.00

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Data Version: 26215. Data Updated: Aug 13, 2025 6:47:00 PM PDT.



Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$48,550.00
Total Options	\$7,319.00
Vehicle Subtotal	\$55,869.00
Destination Charge	\$1,695.00
Grand Total	\$57,564.00

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**CITY OF SHEBOYGAN
RESOLUTION 102-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION authorizing City staff to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits.

WHEREAS, the U.S. District Court, Northern District of Illinois preliminarily approved, and the United States Court of Appeals for the Second Circuit affirmed, a class-action settlement requiring payment of \$1.2 billion to the merchants included within the Settlement Class for interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between January 1, 2007 and December 31, 2023; and

WHEREAS, City staff believe that the City is likely entitled to settlement proceeds but the value of the City's claim would be determined by the case claims administrator; and

WHEREAS, the deadline for filing a claim is May 18, 2026.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to file a claim in the *CAPP, Inc. et al. v. Discover Financial Services et al.*, Case No. 1:23-cv-4676, *Lemmo's Pizzeria, LLC v. Discover Financial Services et al.*, Case No. 2:23-cv-6651, and *Support Animal Holdings, LLC et al. v. Discover Financial Services et al.*, Case No. 2:23-cv-7131, lawsuits, and to work with the case claims administrator to provide all information to determine the value of the City's claim.

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 103-25-26 SUBS. OF**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 20, 2025.

A RESOLUTION authorizing the purchase of vacant land in the Town of Wilson, identified as Parcel Numbers 59030459152, 59030459310, and 59030459282, from Deborah Gagin.

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 Deborah Gagin, thereby authorizing the purchase of the property.

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.

BE IT FURTHER RESOLVED: That the Finance Director be authorized to amend the 2025 budget to reflect the use of fund balance to purchase the three vacant land parcels from Deborah Gagin as follows:

INCREASE

Capital Fund – Development – Land (Acct. No. 400400-621100)	\$1,071,686.00
Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$1,071,686.00

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 103-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 13, 2025.

A RESOLUTION authorizing the purchase of vacant land in the Town of Wilson, identified as Parcel Numbers 59030459152, 59030459310, and 59030459282, from Deborah Gagin.

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 Deborah Gagin, thereby authorizing the purchase of the property.

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** September 30, 2025 **[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 and/or assigns

4 offers to purchase the Property known as APNs 59030459152, 59030459310 and 59030459282 (see Exhibit A)

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Sheboygan, County
8 of Sheboygan Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Million Seventy One Thousand Six Hundred Eighty-Six
10 Dollars (\$ 1,071,686.00).

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 all improvements and utilities lines currently existing at the Property as of the date of this Offer.

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: None.

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 655-660 or in
27 an addendum per line 682.**

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 Friday, October 17, 2025 at 5:00pm CST

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 See Addendum A

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 \$ 0.00 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 \$ 0.00 will be mailed, or commercially, electronically
48 or personally delivered within N/A 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 N/A

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: none.

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 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
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____.

97 ~~signing this Offer and that is made a part of this Offer by reference to the date of acceptance of this Offer by Buyer~~
98 ~~and Seller to provide a Seller's Vacant Land Disclosure Report pursuant to Addendum A Section 1~~
99 which such completed Seller's Vacant Land Disclosure Report shall be delivered to Buyer pursuant to Section 1 of Addendum A

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would ~~significantly~~ increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. ~~Material~~ violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 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
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
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 682).

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 655-660 or in an addendum attached
364 per line 682. 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 the~~
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 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

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

451 Other: _____

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

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

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

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

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

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

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

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

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

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

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

481 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
482 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

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 655-660 or in an addendum attached per line 682, or lines 534-538 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 ☐ **N/A SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 _____
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Eric Zufelt and Deborah Gagin

667 Name of Buyer's recipient for delivery, if any: Christopher Smith and Attorney Alexandra Appenzeller

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

669 Seller: () Buyer: ()

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

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

675 Address for Seller: _____

676 Address for Buyer: _____

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

678 Email Address for Seller: ezufelt@windway.com; b.gagin@yahoo.com

679 Email Address for Buyer: christopher.smith@vonbriesen.com; alexandra.appenzeller@vonbriesen.com

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

682 ☒ **ADDENDA**: The attached Addendum A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Alexandra Appenzeller, von Briesen & Roper, s.c.

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
688 communications are convincing and professional in appearance but are created to steal your
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
692 calling a verified number of the entity involved in the transfer of funds. Never use contact
693 information provided by any suspicious communication.

694 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or
695 verification of any wiring or money transfer instructions.

696 (x) Gr. Bz Casey J. Bradley City Administrator 10/01/05
697 Buyer's Signature ▲ Print Name Here ▶ Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

704 (x) _____
705 Seller's Signature ▲ Print Name Here ▶ Deborah Gagin Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____

709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Eric Zufelt and Deborah Gagin

667 Name of Buyer's recipient for delivery, if any: Christopher Smith and Attorney Alexandra Appenzeller

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

669 Seller: () Buyer: ()

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

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

675 Address for Seller: _____

676 Address for Buyer: _____

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

678 Email Address for Seller: ezufelt@windway.com; b.gagin@yahoo.com

679 Email Address for Buyer: christopher.smith@vonbriesen.com; alexandra.appenzeller@vonbriesen.com

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

682 ☒ **ADDENDA**: The attached Addendum A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Alexandra Appenzeller, von Briesen & Roper, s.c.

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
688 communications are convincing and professional in appearance but are created to steal your
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
692 calling a verified number of the entity involved in the transfer of funds. Never use contact
693 information provided by any suspicious communication.

694 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or
695 verification of any wiring or money transfer instructions.

696 (x) _____ Date ▲
697 Buyer's Signature ▲ Print Name Here ▶

698 (x) _____ Date ▲
699 Buyer's Signature ▲ Print Name Here ▶

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

704 (x) Deborah Gagin 10-02-25
705 Seller's Signature ▲ Print Name Here ▶ Deborah Gagin Date ▲

706 (x) _____ Date ▲
707 Seller's Signature ▲ Print Name Here ▶

708 This Offer was presented to Seller by [Licensee and Firm] _____

709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO WB-13 VACANT LAND OFFER TO PURCHASE

This Addendum A is made a part of the WB-13 Vacant Land Offer to Purchase, and is made by and between DEBORAH GAGIN ("Seller"), and City of Sheboygan and/or Assigns (as "Buyer"), for the real property identified as APNs 59030459152, 59030459310 and 59030459282, Sheboygan, WI (collectively, the "Property").

This Addendum A together with the WB-13 Vacant Land Offer to Purchase shall be referred to collectively as the "Offer." To the extent the terms of the WB-13 Vacant Land Offer to Purchase and this Addendum A conflict, the terms of this Addendum A shall control. For purposes of this Offer, the Effective Date shall be the date on which this Offer is executed by and delivered to both Buyer and Seller.

1. **CLOSING CONTINGENCIES.** Buyer's obligation to close this transaction is contingent upon satisfaction, as determined by Buyer in its sole and absolute discretion, of the following contingencies on or before the date which is ninety (90) days after the Effective Date (the "Feasibility Period"):
 - (a) **Existing Agreements.** Buyer determining that the Existing Agreements (as defined below) are satisfactory to Buyer in Buyer's sole and absolute discretion. Within Ten (10) days after the Effective Date, Seller shall deliver to Buyer true, correct and complete copies of all environmental reports and filings, test results, engineering data, soil or geotechnical tests, Seller's Vacant Land Condition Report, appraisals, all existing boundary and/or ALTA surveys, architectural and engineering plans and drawings, all tests, reports and assessments relating to the physical condition of the Property, copies of all federal, state, county and local conservation, farmland, environmental or other land use programs, agreements, restrictions, or conservation easements which apply to any part of the Property, title evidence including any prior owner's policy of title insurance, leases (if any), easement agreements, contracts, covenants, tax bills and assessments, permits, evidence of entitlements, licenses, all correspondence and contracts materially affecting the Property, and any other agreements or documentation relating to the Property and which are available to Seller or in Seller's possession or control (herein collectively referred to as the "Existing Agreements"). At any time prior to Closing, Seller shall provide any additional or supplemental documents or information becoming available to Seller or at Buyer's reasonable request.
 - (a) **Governmental Approvals.** Buyer obtaining approval from the (i) City of Sheboygan related to the annexation of the Property into the City, as determined by Buyer from all appropriate governmental authorities; and (ii) approval from the Common Council related to Buyer's purchase and proposed development of the Property, and all other necessary approvals, as determined by Buyer from all appropriate governmental authorities for the development, including but not limited to, rezoning of the Property if needed (collectively the "Governmental Approvals").

All of the contingencies in this Section 1 shall be satisfied or waived by Buyer on or before the expiration of the Feasibility Period. Should Buyer be unable to satisfy any of the contingencies listed in Section 1 above, Buyer may, at Buyer's sole and absolute discretion and with or without cause, terminate this Offer by providing written notice to Seller on or before the expiration of the Feasibility Period, and the parties shall have no further obligation or liability under this Offer except for any which survive the closing or early termination of this Offer.

2. **CONTINUED FARMING.** Notwithstanding anything to the contrary contained herein, Buyer agrees that David Schleicher, the existing farmer who farms the Property (the "Tenant"), shall be allowed to continue farming said Property until such time as Buyer begins its development of the Property. Seller shall provide Buyer with a copy of any existing farm lease as part of the Existing Agreements delivered pursuant to Section 1 above. Additionally, at Closing, Seller shall assign such lease to Buyer (if existing Lease has not expired). Furthermore, Buyer shall enter into a written lease agreement with Tenant prior to Closing that provides that said lease is terminable upon three hundred sixty-five (365) days written notice to Tenant by Buyer.

3. **ADDITIONAL SELLER DOCUMENTS.** Seller shall deliver the following documents to Buyer at or prior to Closing:
 - (a) **FIRPTA Affidavit.** An Affidavit warranting that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, and that Buyer has no obligation under Internal Revenue Code Section 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code Section 1445).

 - (b) **Seller Certificate.** Seller shall deliver to Buyer at Closing a certificate that all representations and warranties set forth in this Offer are true and accurate as of the date of Closing; which warranties and representations shall survive Closing.

 - (c) **Other Documents.** The parties shall deliver to each other any and all assignments, documents, certifications, affidavits, etc. that are customarily delivered by a seller and buyer in a transaction of this nature.

4. **TITLE.** Seller will deliver to Buyer, at Buyer's sole cost and expense, and within fifteen (15) days after the Effective Date, a commitment to issue an owner's title insurance policy insuring Buyer's title to the Property in the amount of the Purchase Price. The title commitment and policy shall be on a current ALTA form issued by Chicago Title Company (the "Title Company"). Seller shall provide the Title Company with such affidavits and indemnities as are required by the Title Company to insure over liens and possession and required for Seller to convey fee simple title to the Property to Buyer in accordance with this Offer and provide Buyer, at Buyer's cost, with a GAP endorsement. In addition, the Seller shall secure from the Title Company a marked-up commitment at Closing, showing title vested in the Buyer, dated through the date of recording the documents, removing all requirements, with full extended coverage, and removing all exceptions but for such encumbrances as are expressly approved in writing by Buyer (the "Permitted Encumbrances") as provided below.

Buyer will provide to Seller, no later than ten (10) days prior to the expiration of the Feasibility Period, written notice of Buyer's objections to encumbrances or other matters shown in the title commitment, and Seller shall, within Five (5) days after receiving such objection, agree in writing to remove such encumbrances or objectionable matters prior to or at Closing, or may designate that it will not remove such encumbrances. If Buyer is not satisfied with the encumbrances and/or matters Seller is proposing that Buyer accept, then Buyer may, at Buyer's sole discretion, terminate this Offer on or before expiration of the Feasibility Period. Upon such termination of this Offer by Buyer, and the parties shall have no further obligation or liability under this Offer except for any which survive the closing or early termination of this Offer. If Seller does not remove the encumbrances and matters at Closing which Seller agreed to remove, then Buyer may, at Buyer's option, and Seller shall be deemed to be in default of the Offer. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary encumbrances evidenced by mortgages,

deeds of trust, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum ("Liquidated Liens").

5. **CLOSING.** This transaction shall be closed no later than the expiration of the Feasibility Period, subject to the waiver or satisfaction of Buyer's contingencies contained within this Offer.
6. **ASSIGNMENT.** Buyer may, without consent of Seller and at any time prior to the Closing of this transaction, assign this Offer by one or more successive assignments, provided assignee assumes all of the obligations of the Buyer hereunder. Upon any such assignment, the assignee shall automatically and without the execution of further instruments or documents, have all the rights and obligations of Buyer hereunder as if assignee were the original Buyer under this Offer, and the assigning entity shall be released from all of the obligations of the Buyer hereunder.
7. **BROKER COMMISSION.** Buyer and Seller each hereby represent and warrant to the other that they have not dealt with any real estate broker, agent or salesman, in a manner that could create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or the consummation or closing of the transaction or the conveyance of the Property by the Seller to Buyer. Seller hereby indemnifies Buyer against, and agrees to hold Buyer harmless from any liability or claim (and all reasonable expenses, including attorney's fees incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of, or in any way connected with, any claimed dealings with indemnitor and relating to this Offer or the purchase and sale of the Property. Notwithstanding anything contained in this Offer to the contrary, the obligation arising under this Section shall survive the rescission, cancellation or termination of this Offer and the closing of the transaction contemplated by this Offer.
8. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.** Seller warrants and represents, to Seller's knowledge, that on the date hereof, and as of the date of Closing, the Property will be in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water, or solid and hazardous waste, including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources. To Seller's knowledge, there are no pending or threatened actions or proceedings by the local municipality, the Wisconsin Department of Natural Resources, United States Environmental Protection Agency or any other government entity, and to Seller's knowledge there is no basis for any such action or proceeding. Seller has never disposed of any solid or hazardous waste on the Property, and Seller has no notice or knowledge of any solid or hazardous waste having ever been disposed of on the Property. To the best of Seller's knowledge, there are no landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property, and, to Seller's knowledge, neither the Property nor any part thereof has been used, and prior to Closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources).
9. **SELLER REPRESENTATIONS AND WARRANTIES.** Seller further represents and warrants (which such representations and warranties are relied upon and induced Buyer to enter this Offer) that: (i) the individuals signing on behalf of Seller, and have full power, authority and legal right to deliver, engage in the transactions contemplated thereby, and perform and observe the terms and conditions of this Offer on behalf of Seller, (ii) Sellers have sole title to the

Property; (iii) to Seller's knowledge, there are no encroachments of fences, buildings or other improvements to the Property on any easement or on an adjoining property and no encroachments of any fences, buildings, other improvements of adjoining premises are on the Property, (iv) to Seller's knowledge, there are no unrecorded easements, party walls, agreements, or rights-of-way which affect the Property, (v) no work has been done and no materials have been furnished in connection with the improvement of the Property during the last six months, (vi) there is no person or entity that is entitled to a finder's fee or any type of brokerage commission in relation to or in connection with the transactions contemplated by this Offer, (vii) no lease or rental agreement exists relating to the Property, (viii) no condemnation proceeding is pending, or threatened with respect to any part of the Property, (ix) Sellers have no notice or knowledge of any governmental agency or court order requiring repairs, alterations or corrections of any existing conditions on the Property and that the Property shall comply with all federal, state and municipal laws, ordinances, orders, regulations or requirements as of the Closing, (x) no suit, action, arbitration, or legal, administration, or other proceedings are pending or have been threatened against the Property or against the Seller with respect to the Property, (xi) no bankruptcy, insolvency, rearrangement or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against the Seller and Seller has no intention of filing or commencing any such action or proceeding, (xii) to Seller's knowledge, there are no subsoil conditions which adversely affect the value of the Property, and (xiii) to Sellers knowledge, there are no special assessments levied or contemplated against the Property.

10. **CLOSING COSTS.** Seller acknowledges and agrees to pay for the applicable proration of real estate taxes for the year of Closing, and all special assessments as well as special taxes assessed, levied, or contemplated against the Property prior to Closing. Buyer shall be responsible for the real estate transfer tax, all title insurance costs for an owner's title insurance policy, the recording costs and costs of any lender title insurance policy (if applicable), and all escrow and closing fees associated with the transaction charged by the Title Company.
11. **SELLER INDEMNIFICATION.** Seller agrees to indemnify, protect, defend and hold harmless Buyer from all losses, claims, demands, suits, actions, judgments, awards, settlements, costs, and expenses including reasonable attorneys' fees that Buyer, and as applicable, its officers, directors, shareholders, employees, representatives, successors, and assigns may incur, suffer, or become subject to, that arise out of, result from or relate, directly or indirectly, to: (i) claims asserted by any third party relating to liens, encumbrances, charges, claims, restrictions, pledges, security interests and impositions against the Property, (ii) the use, management, operation, rental, maintenance and ownership of the Property based upon acts, conduct or omissions occurring before the date of Closing, or (iii) a breach by Seller of the terms, covenants, representations, or warranties of the Offer.
12. **ATTORNEY'S FEES.** In the event that any action is filed in relation to the Offer, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be called upon to pay, a reasonable sum for the successful party's costs and attorneys' fees.
13. **LEGAL EFFECT.** Seller and Buyer acknowledge and agree that this Offer is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Offer based on the broad discretion afforded Buyer in evaluating the fulfillment of certain conditions precedent to Buyer's performance. Seller acknowledges that such efforts by Buyer will require Buyer's expenditure of time and resources in investigating the Property and that such expenditures along with the one hundred Dollars (\$100) to be paid to Seller from the Earnest Money (if any) in the event of Buyer's termination of the Offer prior to the expiration of the Feasibility Period, constitute good and sufficient consideration to Seller for Seller's acceptance hereof.

14. **COUNTERPARTS.** This Offer may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. There is no requirement that each party sign the same counterpart. This Offer may be signed by electronic signatures, as defined under Wisconsin Statutes Section 137.11(8) or the U.S. federal E-SIGN Act of 2000 and any subsequent corresponding statute, including without limitation facsimile, portable document format (PDF), e-mail, or other means of electronic transmission. Any such signature shall be given the same effect as if it were an original signature on an original Offer or counterpart. Immediately upon one or more counterparts hereof, individually or taken together, bearing the signatures, electronic or otherwise, of each of the parties reflected hereon as signatories, this Addendum will become legally binding, and may be introduced or submitted in any action or proceeding as competent evidence of such Addendum notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.
15. **DATES AND DEADLINES.** Time is of the essence under this Offer as to acceptance, possession, occupancy, the Closing and other dates set forth herein; provided, however, that if the time within which any action, consent, approval or other activity herein contemplated, expires on a Saturday, Sunday or national holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday or national holiday.
16. **SEVERABILITY.** In the event any term or provision of this Offer shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Offer shall not be affected thereby, but each such term or provision shall be valid and shall remain in full force and effect.
17. **AMENDMENTS.** This Offer may not be modified or changed except by an instrument or instruments in writing signed by the Parties or their respective successors in interest.
18. **GOVERNING LAW/VENUE.** This Offer shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and without reference to any rules of construction regarding the Party responsible for the drafting hereof. The Federal Eastern District Court of Wisconsin shall have exclusive jurisdiction relating to any of the terms of this Offer or dispute between the Parties relating to the sale and purchase of the Property.
19. **SURVIVAL.** The respective representations, warranties, covenants, indemnities and agreements of the Parties, including, without limitation, those made in or resulting from any certificates, instruments or documents delivered pursuant to this Offer or in connection herewith, shall survive closing under this Offer and continue in full force and effect as permitted by law.
20. **ENTIRE AGREEMENT.** This Offer constitutes the entire agreement between the Parties as it relates to the sale of the Property.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Addendum A to WB-13 Vacant Land Offer to Purchase to be executed as of the date written below their respective signatures.

SELLER - APNs 59030459152, 59030459310 and 59030459282:

DEBORAH GAGIN

By: Deborah Gagin

Date: 10-02-25

BUYER:

CITY OF SHEBOYGAN

Date: _____

By: _____

Its: _____

IN WITNESS WHEREOF, the parties have caused this Addendum A to WB-13 Vacant Land Offer to Purchase to be executed as of the date written below their respective signatures.

SELLER - APNs 59030459152, 59030459310 and 59030459282:

DEBORAH GAGIN

By: _____ Date: _____
Deborah Gagin

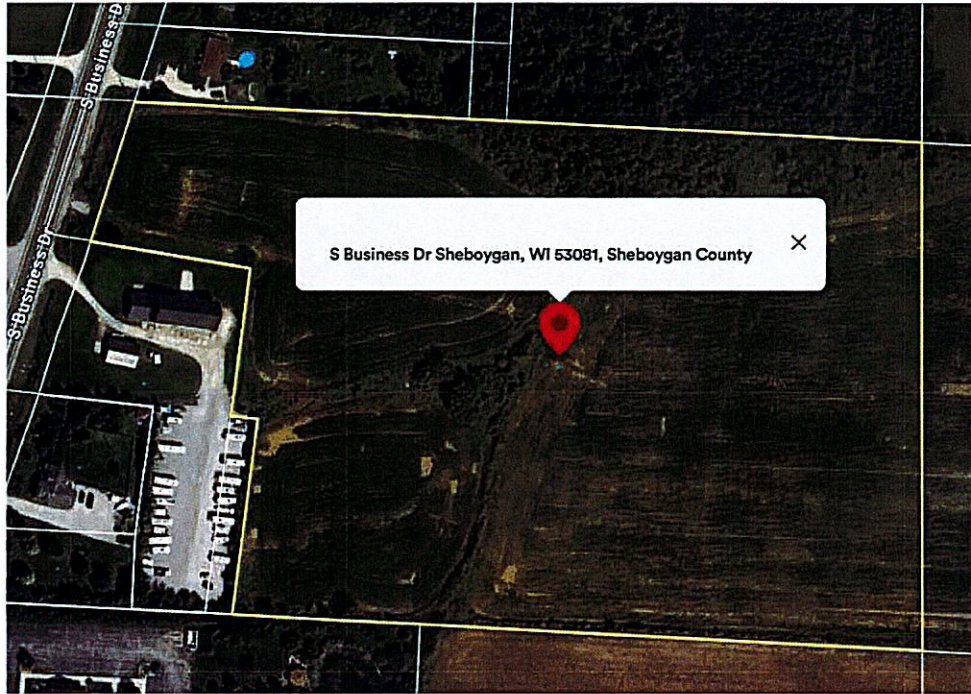
BUYER:

CITY OF SHEBOYGAN

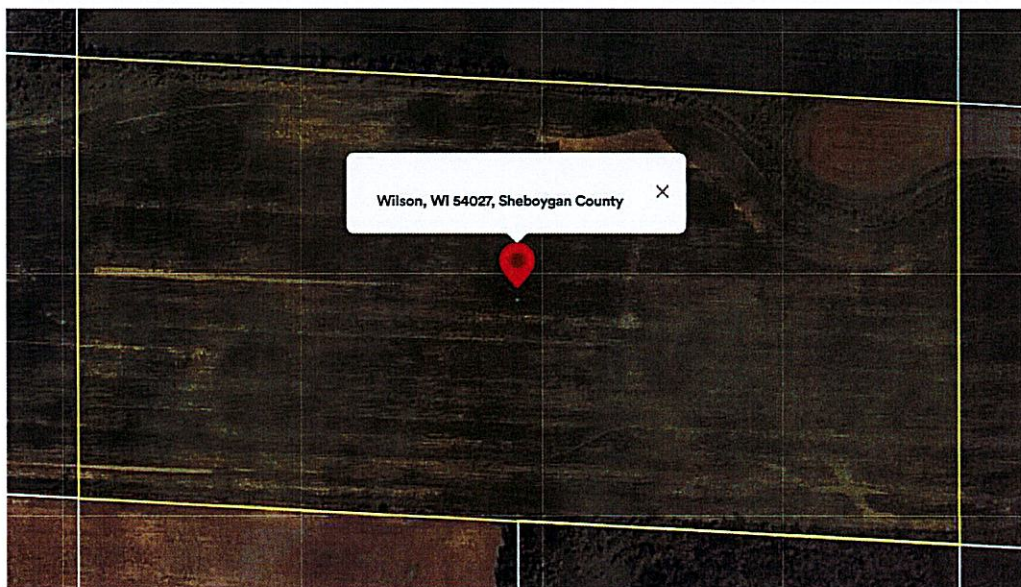
By:  _____ Date: 10/01/25
Its: Casey J. Bradley
City Administrator

EXHIBIT A
THE PROPERTY

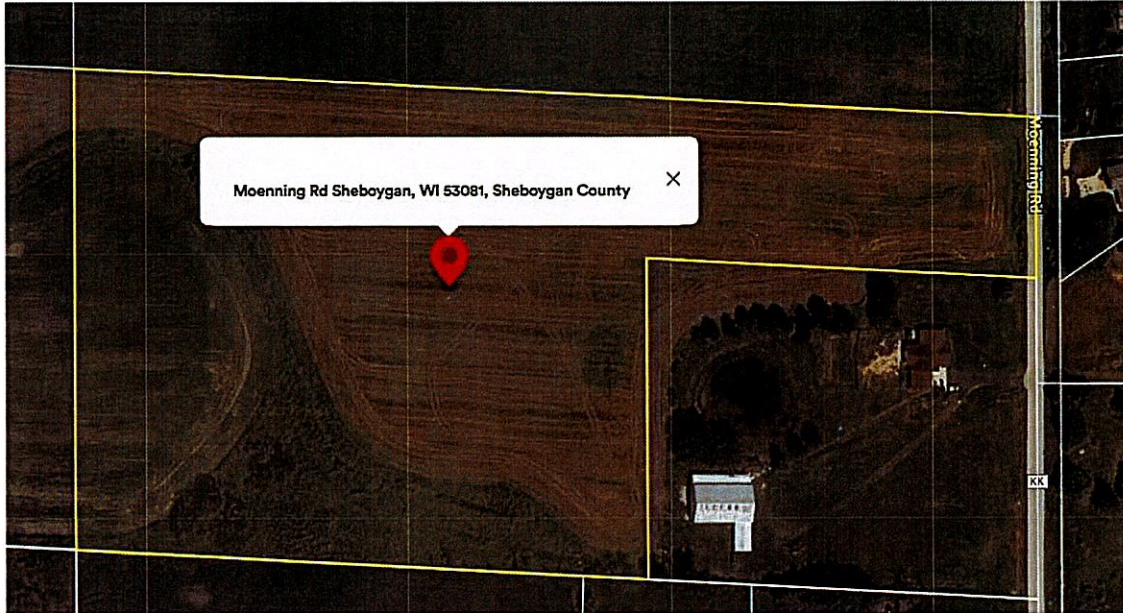
APN 59030459152



APN 59030459310



APN 59030459282



**CITY OF SHEBOYGAN
RESOLUTION 108-25-26**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the demolition and associated site restoration of the City-owned property located at 428 Wisconsin Avenue to clear the land for future development.

WHEREAS, the City of Sheboygan desires to remove the existing structures and improvements from a parcel of land located at 428 Wisconsin Avenue to prepare the land for future development. The property was formerly known as the Sheboygan Senior Activity Center; and

WHEREAS, the City of Sheboygan issued Request for Bids #2080-25 for the work and received a total of eight (8) bids for the project; and

WHEREAS, City staff has reviewed the bids and has determined that the low bid meets specifications and standards and that the Contractor has the necessary expertise and ability to complete the work in a safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Spielvogel & Sons Excavating Inc. of Sheboygan, Wisconsin for the project in the amount of \$97,950.00.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 421660-531100 (TID 21 - Contracted Services) in payment of same.

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 FOR THE DEMOLITION OF
STRUCTURES AND ASSOCIATED SITE
RESTORATION LOCATED AT 428 WISCONSIN
AVENUE, SHEBOYGAN, WI 53081**

This Agreement ("Agreement") is made and entered into effective this ____th day of _____ 2025 (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 Spielvogel & Sons Excavating("Contractor") for the demolition of structures and associated site restoration at 428 Wisconsin Avenue, Sheboygan WI 53081

WITNESSETH:

WHEREAS, the City owns the buildings and real property located at 428 Wisconsin Avenue (formerly known as The City of Sheboygan Senior Activity Center; and

WHEREAS, the City desires to raze the main structure and detached two-car garage in order to clear and prepare the site for new development; and

WHEREAS, the City issued Request for Bids # 2080-25 to obtain bids from qualified providers of demolition and site restoration 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, licensure, 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 right-of-way impacted by the project shall remain open to traffic during the project with possible temporary closures of a portion of the East-West Alley and parking lane closures, as well as sidewalk closures to accommodate replacement of concrete curb and gutter and ensure safety of the general public.

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 demolition and disposal of the Main Building and Garage structures including all foundations, basement walls and floors, and any remaining property, furnishings, equipment, and machinery.
- Disconnection and capping of all Storm Sewer Inlets.
- Disconnection and capping of the sanitary sewer laterals at or near the property line.
- Fencing of the worksite to protect the public from accidental injury while the work is underway and during non-work hours.
- Complete demolition and disposal of the detached two-car garage including slab and any remaining property, furnishings, equipment and machinery.
- The proper placement of erosion controls and inlet protections to ensure that stray materials do not impact the proper flow or drainage of stormwater in City-owned catch basins.
- The placement and subsequent removal of a "tracking pad" if determined to be necessary.
- The proper handling of all materials generated during the demolition process, which may include on-site crushing of cementitious materials in accordance with all existing regulations as detailed in the Request for Bids.
- If onsite crushing of materials is undertaken, adequate dust and noise controls shall be provided.
- The removal and lawful disposal of all materials identified to contain asbestos and/or lead in a licensed landfill. The regulations governing this handling can be found in the Request for Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the entire one-third block north of Wisconsin Avenue and between North 4th Street and North 5th Street including but not limited to concrete foundations, abutments, barrier walls, pipe bollards, curbing and both asphaltic and concrete pavement.
- Replacement of all City sidewalks and alley pavement damaged or removed during the demolition and or restoration phases in accordance with City of Sheboygan Specifications.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, and chemicals as called out in the Northstar Environmental Testing Report that was included with the Request for Bids and is attached for reference to this document.
- The removal and disposal of various trees, shrubs and plantings on the property including stumps, roots, and the associated restoration following removal.

- The proper disconnection of storm sewers, sanitary sewers, and water service laterals as identified in the Request for Bids as well as restoration of the street pavement disturbed to the satisfaction of the Department of Public Works.
- For avoidance of doubt, there is a total of (1) Water Service Laterals which will need to be disconnected at the curb stop. The curb stop riser is currently bent so as to not allow the water utility to turn off the water. **The valve will need to be closed by the Contractor at the time of excavation.**
- There are at least two Storm sewer inlets to be properly capped with one in the East Parking Lot and the other in the turnout driveway along North 5th St Street. Contractor shall cap these to the satisfaction of the City Plumbing Inspector.
- Furnishing and proper compaction of materials necessary to infill basements and depressions from their base to the level of existing grades on the site to assure that future structures may be constructed on sound soils.
- Final grading or smoothing of the **entire one-third block site** to prevent standing water.
- The complete removal of five (3) large driveway approaches and two sidewalk related curb cuts and replacement of concrete curb and gutter to the satisfaction of the City Engineer.
- Upon completion of the work, the City expects to have a site devoid of any and all improvements and graded smooth to assure no undue runoff onto contiguous parcels or ponding of water.
- As of the contract date, the City has not received interest in the parcel by a Developer.
- Final Grading, topsoil, seed and mulch will be applied by the Contractor in the Spring of 2026...

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 construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

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

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 97,950.00("Contract Amount").

The cost of final restoration of the site to include screened topsoil, grass seed and mulch is to be included in the bid amount. The Contractor will withhold the value of these services (\$27,750.00) from invoicing until the work is satisfactorily completed in the Spring of 2026.

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 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 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 first phase of services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to weather conditions which may limit the ability to properly and safely perform the work, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf

of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

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

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

Article 9. Quality of Materials

All material used shall be clean and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact construction activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith. Topsoil shall be screened and free from clumps greater than 1" in diameter and also free from rocks, stones, tree roots or other foreign matter

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 out the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without

violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

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

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims made 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. § 11.32(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	Mr. Steve Spielvogel, President
City of Sheboygan	C. Spielvogel & Sons Excavating, Inc.
828 Center Ave.	1810 North 44 th Street
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 and exhibits)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(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: Exhibits

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

Exhibit# 1 Northstar Environmental Testing Reports

Exhibit# 2 Request for Bids# 2080-25 Demolition and all Exhibits

Exhibit# 3 Bid submission by Contractor including Bid Security

Exhibit# 4 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

C. SPIELVOGEL & SONS EXCAVATING

BY: _____
Ryan Sorenson, Mayor

BY: _____
— Mr. Steve Spielvogel, President

ATTEST _____
Meredith DeBruin, City Clerk

9°

To be published in The Sheboygan Press on Friday September 5, 2025 and Friday September 12, 2025

CITY OF SHEBOYGAN INVITATION TO BID# 2080-25 BUILDING RAZING

Sealed bids, in electronic format, will be received by the City of Sheboygan, in the office of the Purchasing Agent, City Hall 828 Center Avenue, Suite 110 Sheboygan, WI 53081 until **1:00 P.M., Local Time, Tuesday September 30, 2025** for the complete razing, disposal and site restoration and disposal of:

Former Senior Activity Center 428 Wisconsin Avenue, Sheboygan

A Mandatory Pre-Bid Conference will be held on Friday September 19, 2025 commencing at 9:00 AM Local Time in the Main parking lot on the east side of the building In order to be considered, bidders must have a representative in attendance.

Bids will be tabulated and the results sent electronically to all bidders of record.

Bidders are required to submit a completed **Bidder's Proof of Responsibility** on forms included in the bid documents. In order to be considered the completed forms must be on file no less than **5 days prior to the due date of the bids.**

Bid Security in the form of a bid bond or certified check in an amount of not less than 5% of the total base bid amount must accompany the bids. This surety will protect the City of Sheboygan should the awarded bidder fail to follow through to the contract phase. A photocopy of the bid security shall accompany the bids.

The successful bidder will be required to provide the City of Sheboygan with a Performance and Payment Bond having a face value equal to 100% of the contract amount. In addition, the bidder will be required to provide the City with a Certificate of Insurance having a separate endorsement naming the City of Sheboygan as additionally insured within ten days of notice of award.

Detailed specifications may be obtained at no cost electronically by contacting the Purchasing Agent at (920)459-3469 or via email at Bernard.rammer@sheboyganwi.gov

Bids shall be submitted on the bid forms provided in the bid documents. No bid shall be withdrawn for a period of 60 days after the scheduled due date of the bids without the consent of the City of Sheboygan. **Bids will be submitted electronically in a single pdf format addressed to: Bernard.rammer@sheboyganwi.gov**

The City of Sheboygan is exempt from Federal Excise and State Sales Tax.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation in whole or in part, waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

CITY OF SHEBOYGAN
REQUEST FOR BIDS
BID #2080-25
Building Razing
Former Senior Activity Center

1.0 BACKGROUND

The City of Sheboygan is soliciting sealed bids for the Demolition, Removal, Disposal and site restoration of the former Senior Activity Center located at 428 Wisconsin Avenue, Sheboygan WI. The Single story approximately 17,000 square foot structure was built in 1969 comprised of steel and Masonry. Following removal and restoration, it is the intention of the City to offer the site for future development.

The Building has one level with approximately 17,250 sq. ft. There is no basement. There is also a 780 sq. ft. two car detached garage of wood frame construction.

The City has contracted with Northstar Environmental Testing to perform a detailed inspection of the property to quantify the need for abatement of asbestos and Lead-Based Paint prior to standard machine demolition. **A full report is included in these bid documents.**

Further, The City has contracted with a licensed firm to remove the majority of asbestos containing materials that are required to be removed prior to be removed preceding standard machine demolition. **Certain asbestos containing materials will become the responsibility of the demolition Contractor to handle in accordance with existing laws. These are identified later in this document.**

There are a number of non-regulated items identified below which will become the responsibility of the demolition contractor. Many of these items cannot be recycled or re-used and must be disposed of using proper methods. (see below)

1.1 GENERAL

The work entailed under the **Base Bid** contract consists of all permits, labor, machinery, materials to completely remove and lawfully dispose of the approximate 17,000 sq. ft main structure plus garage including basements, foundations, floors, remaining furnishings and equipment and all site pavement. The Contractor shall be responsible for the proper disconnection and capping of water lines at the curb stop as well as sanitary and storm sewer in the terrace or property line to the satisfaction of the City of Sheboygan Plumbing Inspector. Also slated for demolition is a freestanding 780 square foot

two car garage.

The City of Sheboygan owns the entire one-third +/- City Block between North fourth street to the East, Wisconsin Avenue to the South and North Fifth Street to the West. The Contract will include other restorative work on the entire parcel in addition to demolition of the Buildings. This work will include pavement removals and Curb removal, Grading, Levelling, infill and restoration of Three Driveway approaches and two sidewalk Approaches.

As of this writing, development of the cleared site is not scheduled and the timing for future redevelopment of the cleared site cannot be determined. The City is of the opinion that the cleared and levelled site will require grass seed and mulch along with any necessary storm sewer inlet protection and erosion control measures until the turf is established.

Disposal of razed materials, including possible placement of clean, crushed on site concrete (if applicable) shall be done in accordance with the Wisconsin Department of Natural Resources(WDNR) regulations, Wisconsin Administrative Code NR500 and City of Sheboygan Ordinances. Any and all materials to be disposed of off-site that cannot be recycled shall be disposed of at an EPA/WDNR approved and licensed disposal Facility. Receipt of the disposal transaction with the approval of the disposal site shall be retained and presented to the City of Sheboygan before final payment will be made.

Attention is called for the need of the Contractor to review and fully understand all regulations related to the proper handling, crushing and disposal of all materials from the site in accordance with State and Federal Regulations. These Guidelines can be found within and attached to this document.

Under no circumstances will the City of Sheboygan assume any liability for the improper handling, disposal or re-use of any demolition materials generated during the work. The Demolition Contractor is solely responsible to assure that all materials are disposed of in a manner consistent with existing State and Federal Regulations including those containing **Asbestos and/or Lead which cannot be recycled.**

1.2 PERMITS

The contractor shall be required to obtain all applicable City permits and pay for Permit fees prior to beginning demolition. Contractors doing work in the City of Sheboygan are required to be **licensed** by the Building Inspection Department. This requirement includes any sub-contractors. Contact the Building Inspection Dept at (920) 459-4064 for information and costs. Please note that the City of Sheboygan does not “waive” permit fees for City projects.

1.3 BIDDER'S PROOF OF RESPONSIBILITY

Each bidder shall be required to furnish or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, Department of Public Works, City of Sheboygan, **not less than five (5) days prior to the time of opening of these bids.** Forms for filing of such Proof of Responsibility

are enclosed with the bid Documents for use by all interested bidders. Said form shall fully demonstrate the bidder's financial ability, adequacy of plant, equipment, and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts. (Forms are included with the bid documents)

1.4 AWARD OF CONTRACT/REJECTION OF BIDS

- A. The City of Sheboygan will select a single contractor submitting the lowest responsible "Total Demolition Cost" bid indicated on the "Bidder's Proposal Form."
- B. The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City Contracts.
- C. The Agreement between the parties will be in the form of a City Purchase Order and City of Sheboygan standard agreement referencing the terms and conditions of the bid documents.
- D. The City of Sheboygan reserves the right to reject any bids, cancel this Solicitation, waive any informality with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

1.5 BONDING/INSURANCE

BID GUARANTY

No bid will be considered unless it is accompanied by a Bid Guaranty. At the option of the bidder, the guaranty may be a certified check, bank draft or bid Bond, which shall not be less than five (5%) percent of the amount of the bid. Certified check or bank draft shall be made payable to the "City of Sheboygan." Cash deposits will not be accepted. The Bid Guaranty shall insure the Acceptance of the Contract and the furnishing of insurance coverage. If the successful bidder fails to follow through to the execution of a contract the bond will be forfeited.

Please include a **photocopy** of the check or bid bond with your electronic bid submission.

B. PERFORMANCE AND PAYMENT BOND

Shall be in a sum not less than 100% of the amount of contract as awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing this contract work.

The failure of the successful bidder to supply the required Surety Bond within ten (10) days after receipt of contract award or within such extended period as the Purchasing Agent may grant, based upon reasons determined sufficient, the Purchasing Agent may either Award the contract to the next lowest responsible bidder or reject all bids and re-advertise for bids.

C. CONTRACTOR INSURANCE COVERAGE

The successful bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar proof of insurance required of the subcontractor has been obtained.

PLEASE REFER TO ATTACHED DOCUMENT DETAILING INSURANCE AND BONDING REQUIREMENTS

1.6 INDEMNIFICATION

The contractor agrees to save and keep the City of Sheboygan including its Officials, Agents, and Employees, free and 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 contract, except as to the negligence of the City of Sheboygan or its employees as to which this Hold Harmless and indemnity Agreement, shall not apply. The contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City of Sheboygan, its Officials, Agents or Employees or paid for on behalf of the City of Sheboygan, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan as this Hold Harmless and Indemnity Agreement.

The contractor shall further hold harmless the City of Sheboygan, its Officials, Agents and Employees from liability or claims for any injuries to or death of the contractor's employees or subcontractor's employees, arising out of or in any way connected with the work or work to be performed under this contract, 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 indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees with respect to any above referenced workers' compensation claim incurred or paid by the City of Sheboygan or paid on its behalf or behalf of its Officials, Agents or Employees by insurance purchased or self-insurance provided by the City Of Sheboygan.

1.7 SAFETY REQUIREMENTS

The contractor shall be responsible for furnishing, erecting, and maintaining suitable Barricades, warning signs, flashers, fencing etc. to properly protect and safe-guard his personnel and the general public during all phases of this contract.

1.8 PROTECTION OF EXISTING FACILITIES

The contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by the contractor's operations, at least three days, excluding Saturday, Sunday and legal holidays, before breaking ground. The contractor shall not hinder or interfere with any persons in the protection of such property or with the operations or utilities at any time. The contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of the contractor causing said damage.

The replacement of City Sidewalks or curbing pavement that are inadvertently damaged during demolition are the sole responsibility of the Demolition Contractor.

FENCING:

Fencing of the portion of the site to be demolished is highly recommended while demolition is underway due to the close proximity of the sidewalks and curb lines.. The Demolition Contractor will need to contact the City of Sheboygan Department of Public Works for information regarding temporary closures of sidewalks if required.

PRESENT DAY

As of August 2025, the following Utility preparations have been completed.

- Gas service will be removed back to the Natural Gas Main.
- An order to disconnect phone lines and Fiber Optic has been initiated with AT&T
- The City will arrange for removal of all electrical power from the site following the completion of ACM and LBP Abatement estimated to conclude in September.
- The Water Meter will be removed. Sanitary and storm sewers are still connected and proper disconnections and capping of same will be the responsibility of the demolition contractor at the property lines.
- The water lateral is copper and the Contractor will be responsible for disconnection and capping of same at the curb stop.
- Central Air Conditioning systems by way of several rooftop units will be purged of all Freon by a Licensed Contractor.
- There is one(1) Water Lateral serving the Property. It is of copper construction and can be disconnected at the curb stop.
- Abatement of Asbestos containing materials to be removed prior to demolition is scheduled and expected to conclude in mid- September

A: Asbestos/Lead Based Paint

All asbestos containing materials, which are required by the State of WI to be removed prior to standard machine demolition will be removed prior to demolition by a State Certified and licensed Contractor. This is expected to be completed by the end of September 2025

The following Materials will be the responsibility of the **DEMOLITION CONTRACTOR** to properly handle and dispose of in a lawful manner

ASBESTOS:

- **230 Square feet of wall panel adhesive-see Northstar Environmental Testing Report**
- **18,500 square feet of roofing materials-See Northstar Environmental Testing Report.**
- **Exterior Concrete Block Walls: (IMPORTANT)**
The exterior Concrete Block walls are insulated with a vermiculite insulation product. While the Vermiculite was tested by Northstar Environmental and found to contain less than 1% Asbestos, the Wisconsin Dept. of Natural Resources mandates that this block **cannot** be crushed and recycled and therefore **MUST** be disposed of in a Licensed landfill.

LEAD BASED PAINT:

- The yellow lead based paint on the South and West Exterior of the building (curbing and parking lot lettering) will be removed from the pavement by the abatement Contractor. See Northstar Environmental report. You do not need to include any special handling of this concrete/asphalt in your bid.
- The yellow parking lot striping has been tested and is negative for Lead. This is because The building started out as an elementary school and the paved parking lot was not used for parking until the City acquired the building in the early 1990's.
- The Inside of the north wall of Room # 25 has Lead Based Paint (Light Blue). Since this is an exterior wall which contains vermiculite insulation, the wall cannot be recycled or crushed and therefore will need to be transported to a certified landfill for disposal. See Northstar Environmental Report.

The Contractor is solely responsible to carefully remove and segregate these materials from other demolition debris and transport them to a licensed landfill manifested as Asbestos. Whenever possible the materials should be wet down during removal.

Additionally, the Contractor should provide an OSHA Competent supervisor on site during demolition who is familiar with the proper handling of asbestos containing materials and also to watch for and recognize materials uncovered during demolition that were not previously identified which may be concealed.

Should suspicious materials manifest themselves during the demolition process the Contractor is required to immediately notify the City so that a licensed firm can investigate and determine composition of the materials and if required, have the materials properly abated and removed.

1.9 SITE INSPECTION-MANDATORY

It is the responsibility of each bidder and bidder's subcontractor to visit the site of proposed work and fully acquaint him or herself with the existing conditions and should fully inform himself as to the difficulties and restrictions in performing this contract.

A MANDATORY inspection of the building is scheduled for 9:00 A.M. CST, on Thursday September 18, 2025 commencing in the main parking lot east of the building.

1.10 ANTICIPATED PROJECT SCHEDULE

- MANDATORY PRE-Bid Conference, Friday September 19, 2025 9:00 am
- Bidder's Proof of Responsibility Due Monday September 22, 2025 via email
- Bids Due Via Email Thursday September 30, 2025 1:00 pm
- Contract Award As soon as possible following approvals
- Start of Demolition Tentatively scheduled for October 2025
- Project completion February 2026 except for topsoil, seed, mulch which will be postponed until Spring

1.11 LIQUIDATED DAMAGES

Should the contractor fail to complete the work by the agreed upon date **or by an alternate date mutually agreeable to both parties at time of contract**, or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, a sum of \$ 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 the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting the contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of Sheboygan of any of its rights under the contract.

1.12 BASIS OF PAYMENT

The work included in the **base bid** as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; abandonment and disconnection of utilities; for obtaining permits; for off-site disposal of razed materials site restoration and for providing all labor, bonding, tools, materials and equipment necessary to complete the work in accordance with this request for bid.

1.13 SERVICE DISCONNECT

The Contractor, with assistance from the owner will be responsible for disconnecting electricity, natural gas, water, storm sewer, and sanitary sewer services to the building. The City of Sheboygan will assist as needed. Disconnection and permanent capping of the Water and Storm sewer laterals shall be done to the satisfaction of the City of Sheboygan Plumbing Inspector.

1.14

1.15 WAGE RATES Not Required.

1.16 HAZARDOUS MATERIALS

(See attached report from Northstar Environmental Testing for reference)

Contractor in accordance with Wisconsin Administrative Code Chapter NR447 and DHSS regulations and guidelines under separate contract.

See Below for Asbestos Containing materials that are the responsibility of the **Demolition Contractor** to dispose of in a licensed landfill. These materials cannot be recycled and must be transported to a licensed landfill

1.17 CRUSHING OF CONCRETE ON-SITE:

Crushing of clean concrete on-site is allowed under the following conditions:

NOTE: Exterior Block walls containing Vermiculite Insulation and cannot be Crushed /Recycled

1. Site is properly fenced for both safety and security
2. Crushing should occur in the central portion of the site.
3. Proper Dust Control measures (Water) must be followed at all times
4. Only concrete that meets the WDNR's definition of "clean concrete" can be considered for recycling (crushing). The demo contractor is responsible to understand what is considered clean concrete. Concrete coated with paint that is not lead-bearing paint may be used as fill, aggregate or concrete to concrete recycling in accordance with the following rule exemptions:
5. Crushing may occur between the hours of 8:00 am and 4:00 pm Monday through Friday (no holidays)

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s. NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, what is defined as "clean fill" that does not have to be taken to a landfill, on the DNR website at <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

2.0 SALVABLE MATERIALS

There is no guarantee of salvable materials or property involved in this Contract. No responsibility shall be assumed by any party for loss of salvable materials due to damage, theft or condition at time of contract etc.

3.0 DEMOLITION REQUIREMENTS

The entire building and its foundations, basements, sub-basements footings and other improvements, including walkways, parking lots and patios inside the City owned sidewalks and commencing from North 5th Street to North 4th Street and North of Wisconsin Avenue to the north property line. Site is to be entirely cleared of all improvements inside of the City Sidewalk.

In addition to the entire building, its foundations, footings, floors, loading docks, sump pits, stone retaining walls and footings, planters, drainage swales and building contents, the contractor shall include in the demolition cost the removal and proper disposal of the following:

1. All oil containing ballasts, electrical transformers, elevator cars and hydraulic machinery, HID lamps, fluorescent lamps, emergency lighting batteries, fire extinguishers, and mercury switches, EXIT signs containing possible nuclear materials etc.
2. Any and all roofing materials assumed to contain asbestos which is considered by the WDNR to be acceptable by the licensed landfill as non-regulated demolition waste.
3. Equipment with CFC (Freon) or HCFC materials.
4. Other materials, such as certain light bulbs, mercury switches, batteries, door closures, water coolers, personal property, vault door, safe deposit box cabinetry and AC units, etc. will need to be removed/managed prior to demolition **by the Demolition Contractor.**

PLEASE SEE REFERENCE OF THESE ITEMS IN THE ATTACHED NORTH STAR ENVIRONMENTAL REPORT

5. Refer to WDNR Publication WA 651 PLANNING YOUR DEMOLITION OR RENOVATION PROJECT: A Guide to Hazard Evaluation, Recycling and Waste Disposal found at <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
6. Curb cuts to remove Three existing driveway aprons and two sidewalk ramps (mid-block) will need to be replaced with concrete curb and gutter by the Demolition contractor in accordance with City of Sheboygan specifications and backfilled with topsoil, seed and mulch..
7. All Parking lots, curbing, drainage swales, lighting, signage, lamp post bases, footings foundations, parking stops are to be removed.

The following items shall not be razed under the base bid:

1. Street pavements, public sidewalks and Curbing along City Streets.
2. Chain Link Fencing on North Property Line east of North 5th Street ending near the garage. The short section of chain link fencing to the south is to be removed.

4.0 BACKFILLING & SITE RESTORATION

- A. The Contractor will be responsible for back filling and site restoration including suitable compaction of the clean fill materials so as to provide for future excavation for construction of new improvements to the site in the near future. The site is the entire 1/3 Block East Of North

Fifth Street , West of North 4th Street and North of Wisconsin Avenue.

- B. *If Necessary*, The City will contract separately with a Civil Engineering Firm to provide compaction testing during the backfill process. This data will be shared with Future parties interested in the development of the parcel. The Demolition Contractor is expected to work with the City's Third-Party Engineering firm to allow for scheduling and proper testing during backfill operations.
 - C. Site restoration shall include proper compaction (as determined by engineering Firm), rough grading and finish grading, topsoil, seed and mulch.
 - D. Should weather conditions not be suitable to complete restoration including spreading of topsoil, application of grass seed and mulch The Contractor will work with the City to establish a mutually agreeable schedule. As security, the City will withhold not less than 10% of the total bid payable upon completion.
 - D. All sidewalks, pavement and driveways inside the City owned sidewalk around the perimeter and the curb line shall be removed and the grade restored.
 - E. Contractor will be responsible for the removal and disposal of Three driveway aprons (3), Two (2) Sidewalk ramps and restoration of the concrete curb and gutter in a manner consistent with City of Sheboygan Engineering Department procedures.
 - F. Finish grading of the site shall be performed in such a manner as to assure that grade is level with existing City of Sheboygan Sidewalks and surrounding parcels and that no ponding of storm water on the parcel will occur.
- 5.0 PARTIAL INVENTORY OF BUILDING COMPONENTS** that will become the sole property and responsibility of the Demolition Contractor as a part of this **BASE** contract:
- Electrical power transformers not owned by the Utility.
 - Electrical Distribution panels, conduits, raceways, wiring etc.(non ACM)
 - All lighting fixtures including fluorescent tubes
 - All permanent furnishings and fixtures
 - Ceiling tiles and associated grid work.
 - HVAC Equipment
 - Water heating equipment and circulation pumps
 - Plumbing fixtures
 - Heating Thermostats
 - Sump Pumps
 - Carpeting and Floor coverings
 - Hollow metal entranceways, steel doors, wood doors, overhead doors.
 - Exit lighting including those fixtures possibly containing radioactive materials requiring controlled and regulated disposition.
 - Emergency lighting fixtures that may contain lead acid batteries.

- External lighting fixtures connected to the structure and those within the confines of the City sidewalks.
- Other property, building components and fixtures
- Flag Pole
- Outdoor concrete including walkways, steps, ramps, curbs and driveways.
- Building Foundations, concrete planters, concrete exterior lighting bases and abutments.
- Assorted paints, chemical, coatings.
- Other personal Property.
- Any Unregulated hazardous materials as identified in the Northstar Environmental Report attached.

SEE COMPLETE LIST OF THESE MATERIALS INCLUDED IN THE NORTHSTAR ENVIRONMENTAL REPORT

Note Regarding Electrical Panels:

The building was originally constructed in the 1960's. Many electrical panels and disconnects from that era were known to contain asbestos insulation. Unfortunately, these cannot be properly inspected until electrical power has been permanently shut off from the building. Once that occurs, the City intends to have an inspection performed and further have those panels found to contain asbestos removed and disposed of in a lawful manner. **Bidders are cautioned to take this into account when preparing their bids and calculating salvage values associated with electrical distribution panels and equipment.** Alternatively, the contractor may assume possession of the electrical panels with the knowledge that he/she then becomes responsible for the Asbestos(if Present).

6.0 SCOPE OF WORK

The City of Sheboygan Common Council has directed that bids should be obtained for the complete demolition of the structure including off-site disposal of all materials not used for backfill/restoration. This includes complete restoration of the site to a dust free condition including proper compaction of backfill material. The Scope of Work is as follows:

- Furnish City of Sheboygan with Performance and Payment bonds equivalent to 100% of the total cost of the work, a minimum of seven days prior to the start of demolition or preparations preceding demolition.
Provide Certificate of Insurance with separate endorsement naming the City of Sheboygan as additionally insured.
- Purchase and obtain a Demolition Permit from the City of Sheboygan Building Inspection Department. (Note: City does NOT waive any permit fees).
- Contractor and all Sub-Contractors must be licensed in the City of Sheboygan with the Building Inspection Department. The cost of any and all licensure, either temporary or permanent, is the total responsibility of the Contractor and Sub-Contractors and will not be "waived" for any reason.
- Prior to obtaining a demolition permit, it will be the responsibility of the demolition Contractor, acting as General Contractor, to arrange for and assure for the proper disconnection and termination, in accordance with all codes and ordinances in effect at the time, of all utilities and

provide suitable certification of such disconnection.

- Provide and install all erosion curtains and inlet protection on storm sewer inlets located in the street or right of way as may be required by the Wisconsin DNR during the demolition process and an extended period of time until the turf is established
- Temporarily protect all storm sewer inlets around the site to protect against the entry of soils or other materials during and immediately following the demolition and site restoration. These shall remain in place until the site has been rendered safe from runoff.
- Mobilization and suitable preparation of the building and the job site to allow for the work to be done in a safe manner. This will include fencing of the site. Contractor may use the yard for staging with the understanding that the lot will be removed and restored to a dust free condition at the end of the project at the contractor's expense.
- Machine demolition of the entire structure including basements, sub-basements, footings, pilings, sump pits and removal of all concrete and or asphaltic pavement from the site.
- Backfilling of all areas below grade including clean materials which will provide suitable compaction readings as determined by the City's third- party Civil Engineering firm.
- Jobsite Fencing as required
- If required, de-watering of any sub-grade excavations during the back-fill process to allow for suitable compaction readings to be obtained.
- Removal and disposal in a licensed landfill of all materials from the building and site.
- When completed, the area inside the city sidewalk shall be completely leveled to a grade equal to the surrounding properties and the City Sidewalks present on three sides.
- Replacement of City owned concrete curb and gutter at (3) driveway openings and (2) two sidewalk ramps in accordance with City of Sheboygan Engineering Dept. specifications.
- Grading and levelling of the **entire one-third block parcel** (SEE ATTACHED MAP)
- Placement of screened topsoil free of clumps and foreign matter is required.
- Entire site is to be seeded with high quality grass seed and covered with mulch materials such as Hydro Mulch. Inlet protection and or anti-erosion "socks" to remain in place until the threat of soil erosion and entry of soils into the storm sewer system has passed.
- Site is to be prepared in such a way so as to allow for "fine" mowing of the grass once the turf is established.

7.0 TIME FRAME

The City of Sheboygan Common Council will need to vote in order to award the demolition contract. This process can take up to three weeks following submission to the Council of a recommendation for award.

ATTACHMENTS

Attached please find the following documents

- 1) Northstar Environmental Testing report
- 2) Northstar Supplemental Testing Report
- 3) Insurance and Bonding Requirements and Instructions
- 4) Building Blueprints/Drawings
- 5) Location of Water Mains and Laterals
- 6) Bidders Proof of Responsibility Form (Due no less than 5 days prior to bid date)
- 7) Terms and Conditions
- 8) Map of entire parcel (one third block with Wisconsin Avenue to South, North 5th Street to West and North 4th Street to the East.

Submission of Bidders Proof of Responsibility: TIME IS OF THE ESSENCE

- Must be received not less than (5) working Days prior to the bid due date.
- Bidders are encouraged to submit the documents as soon as possible.
- Bidders Proof are Valid for (1) Year.
- **If Bidders have submitted in the past and are unsure of the current status you are urged to contact the Department of Public Works at (920) 459-3440**
- Bids received without a valid Bidders Proof of Responsibility on file will not be considered.

CITY OF SHEBOYGAN
Bid # 2080-25
Razing of Former Senior Activity
Center
BID Submission Form

TO: City of Sheboygan

Bids Due Tuesday September 30, 2025 at 1:00 pm

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Sheboygan Senior Activity Center, 428 Wisconsin Avenue and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 18,000 square foot structure and detached two car garage including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Site fencing, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$ _____

Because Topsoil Seed and Mulch will not be able to be placed until Spring of 2026 we have included in the base bid above the cost of \$ _____ however this amount will not be invoiced until final completion of the placement of topsoil seed and Mulch.

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ _____ which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about _____, _____, 2025 following City approvals, contract signing and bonding.

Company Name _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ Email _____
 Name _____ Title _____
 Signed _____ Date _____

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor 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 COVERAGE

- A. 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:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) “if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

- A. 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.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. 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
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
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. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. 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 contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. PROFESSIONAL LIABILITY COVERAGE-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. BOND REQUIREMENTS

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors 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 CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by 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 project work 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 10 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 or 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. Evidences of Insurance - Prior to execution of the agreement, the Contractor 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 City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

PRE-DEMOLITION INSPECTION: **ASBESTOS & LEAD-BASED PAINT**

City of Sheboygan

Site:

Former Senior Activity Center of Sheboygan

428 Wisconsin Avenue
Sheboygan, WI 53081

Building:

Commercial (activity center with detached garage)

Inspection Date: February 4, 11, &14, 2025

Report Date: March 3, 2025

NorthStar No. 250-101

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

March 3, 2025

City of Sheboygan
c/o Bernie Rammer
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

Project:	Pre-Demolition Inspection: Asbestos and Lead Paint
Site:	Former Senior Activity Center of Sheboygan 428 Wisconsin Avenue Sheboygan, WI 53081
Building:	Commercial (activity center & detached garage)
Site Date:	February 4, 11, & 14, 2025
NorthStar No.	250-101

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Bernie Rammer on behalf of the City of Sheboygan to complete an inspection for the presence of asbestos containing materials (ACM) and lead-based paint (LBP) prior to demolition of the commercial building located in Sheboygan, Wisconsin. The inspection was conducted by Bruce Ten Haken and Isaac Burchby of NorthStar on February 4, 11, & 14, 2025.

Asbestos containing materials were identified which will require abatement prior to demolition. Electrical components and roofing materials are assumed to contain asbestos and require proper disposal or additional testing. Lead-based paint was found in limited areas. Please review the report in its entirety for more specific information.

Prepared by:
NorthStar Environmental Testing, LLC.
2109 Erie Avenue, Suite 103
Sheboygan, WI 53081

Provided to:
City of Sheboygan
c/o Bernie Rammer
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager
All-01397 / LRA-01397



Bruce Ten Haken
Project Technician
All-15079

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

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Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

March 3, 2025

City of Sheboygan
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

Project:	Pre-Demolition Inspection: Asbestos and Lead-Based Paint
Site Address:	Former Senior Activity Center of Sheboygan 428 Wisconsin Avenue Sheboygan, WI 53081
Survey Date:	February 4, 11, & 14, 2025
NorthStar No.	250-101

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Bernie Rammer on behalf of the City of Sheboygan to conduct a pre-demolition survey for the presence of accessible suspect asbestos containing materials (ACM) and lead-based paint (LBP) for the following site:

INSPECTION SUMMARY:

Site Address:	428 Wisconsin Avenue Sheboygan, WI 53081		
County:	Sheboygan		
Structure Type:	Commercial (activity center with detached garage)		
Building Age:	Activity Center = 1969	Detached Garage = 1985	
Size:	Activity Center = 17,250 sf	Detached Garage = 780 sf	
Floors	1		
# of Structures:	2 (activity center & detached garage)		
Inspector:	Bruce Ten Haken	Certification:	All-15079
Company Cert:	NorthStar Environmental Testing, LLC	Certification:	DHS-925800
Survey Date:	February 4, 11, & 14, 2025		
Comments:	Primary building materials: <u>Activity Center</u> = concrete slab, block walls, stucco & brick siding, flat asphalt roofing, roof top HVAC units. <u>Detached Garage</u> = concrete slab, wood framed walls, vinyl siding, asphalt roofing shingles.		

ASBESTOS SAMPLING SUMMARY:

Number of Samples:	95		
Number Analyzed:	102 (layers)	Point Count:	5
Asbestos Materials:	Transite Window Sills 9”x 9” Floor Tile Black Floor Tile Adhesive	Wall Panel Adhesive Window Glazing, Exterior	
Assumed ACM:	Roofing Materials & Electrical Components		
Laboratory:	Eurofins CEI, Inc. NVLAP: 101768-0		
Analysis Date:	February 11 - 22, 2025 (reported)	Point Count:	February 11 - 25, 2025

The attached Asbestos Sample Material Log details additional sample analysis data, including the sample analysis data from an asbestos inspection completed by Cardinal Environmental, Inc. on June 7, 2012.

ASBESTOS CONTAINING MATERIAL SUMMARY:

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg. Level	Building Area	Quantity (approx.)	Category/Comment
Window Sills, Transite	1	Room 08, 10, 11, 12b, 17, 18	22 sf 7 – 7" x 64"	Cat II Non-Friable
¹ Window Glaze	1	Room 02, 02a, 08, 10, 11, 12b, 17, 18	14 sf 14 – 2.5' x 2.0'	Cat II Non-Friable
¹ Window Glaze	1	Room 02, 02a, 08, 10, 11, 12b, 18	18 sf 9 – 2.5' x 6.5'	Cat II Non-Friable
² Electrical Panel Components	1	Room 01	1 sf 1 Large Panel	Cat II Non-Friable Assumed ACM

¹ Windows have aluminum sashes. Some of the original windows have been replaced. Replacement windows have rubber gaskets and are not included in the total listed above.

² Electrical panels, boxes or components were not sampled due to electrical hazard. These components should be assumed ACM unless sampled to prove otherwise.

Non-Friable ACM that *may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 24.

Material	Bldg. Level	Building Area	Quantity (approx.)	Category/Comment
³ 9" x 9" Floor Tile & Adhesive (Black)	1	Room 10/10c/10d	369 sf	Cat I & II Non-Friable Under 12" Floor Tile On Concrete
³ 9" x 9" Floor Tile & Adhesive (Black)	1	Room 08/09 <u>Room 10b</u> Total	380 sf <u>56 sf</u> 436 sf	Cat I & II Non-Friable Under Carpeting On Concrete
³ Floor Tile Adhesive (Black)	1	Room 07 Room 09 Room 10 Room 12c Room 13 Room 16 (South End) <u>Room 17a</u> Total	168 sf 12 sf 12 sf 98 sf 195 sf 176 sf <u>265 sf</u> 926 sf	Cat II Non-Friable Under 12" Floor Tile On Concrete
³ Floor Tile Adhesive (Black)	1	Room 02 (North End) <u>Room 12a</u> Total	112 sf <u>156 sf</u> 268 sf	Cat II Non-Friable Under Carpeting On Concrete
³ Floor Tile Adhesive (Black)	1	Room 08 Room 11 <u>Room 18</u> Total	30 sf 280 sf <u>300 sf</u> 610 sf	Cat II Non-Friable Under Carpeting and 12" Floor Tile On Concrete
³ Floor Tile Adhesive Residue (Black)	1	Room 05/06	347 sf (Residue)	Cat II Non-Friable Under Sheet Flooring On Concrete
³ Floor Tile Adhesive (Black)	1	Gym, West End Around Perimeter (6"-10" from wall)	~63 sf (94.5 lf)	Cat II Non-Friable Under Vinyl Plank On Concrete
³ Floor Tile Adhesive (Black)	1	Gym, East Section <u>Room 17</u> Total	852 sf <u>310 sf</u> 1,162 sf	Cat II Non-Friable Under Vinyl Plank & 12" Floor Tile On Concrete
³ Floor Tile Adhesive (Black)	1	Room 16 (North End)	80 sf	Cat II Non-Friable Under Raised Floor On Concrete
Totals from Above:	ACM 9" Floor Tile with ACM Adhesive (Cat I / Cat II) ACM Floor Tile Adhesive (Cat II)			Total = 805 sf Total = 3,456 sf
⁴ Wall Panel Adhesive	1	Interior Walls - Various Locations Throughout	230 sf	Cat II Non-Friable On Wood
⁵ Roofing Materials	Roof	Senior Center Roof Garage Roof	~ 17,600 sf ~ 900 sf	Cat I Non-Friable Assumed ACM

³ These non-friable ACM are not likely to become friable during demolition but will interfere with concrete recycling or waste sorting and therefore abatement may be beneficial, and the building owner may wish to consult with a demolition contractor for additional recommendations.

⁴ Narrow stripes of adhesive between wood paneling and plywood sheets, wood studs, etc.. Quantity of 230 sf of adhesive on approximately 4,622 sf of wall material.

⁵ No roofing material samples were collected. These materials should be assumed ACM and sampled if/when necessary.

- * Any ACM allowed to remain in place during demolition must remain non-friable throughout the demolition process and require proper landfill disposal. Abatement is recommended for any non-friable ACM that may become friable due to the demolition process. The Wisconsin Department of Natural Resources (WDNR) can be consulted with any specific questions regarding these issues.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner and/or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes.

The following materials were found to contain **1% or less asbestos (trace amount)**:

** 1% or Less Asbestos (Trace)	
⁶ Drywall joint compound	^{7,8} Vermiculite insulation (exterior block wall voids)

Please see the attached Asbestos Material Sample Log for additional sample information including materials that were found to contain no asbestos.

⁶ Drywall joint compound was found to contain <0.25 chrysotile asbestos.

⁷ Insulation material known as *vermiculite* was sampled and found to contain 1% or less asbestos in the analyzed portion. Asbestos within vermiculite is known to be a contaminant rather than an intended ingredient and therefore asbestos content within the material may vary greatly throughout the same insulated space. Because of this, microscopic analysis for the presence of asbestos in vermiculite may not be consistent. The Environmental Protection Agency (EPA) has stated that current analytical techniques may not be adequate to accurately determine the asbestos content in vermiculite.

⁸ Vermiculite found to contain 1% or less asbestos (with point count confirmation) may remain in place for mechanical demolition or fire training burns. Cinder blocks or concrete blocks that have been filled with vermiculite insulation cannot be reused, recycled or used for clean fill. They must be disposed of at a landfill licensed to accept this type of material.

If the building is renovated, the Wisconsin Department of Health Services (WI DHS) requires that vermiculite be presumed to be ACM, regardless of sample analysis, and that it be abated prior to any disturbance by renovation activity.

**** Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by the Occupational Safety & Health Administration (OSHA). Protective equipment or a negative exposure assessment for personal exposure may be required.**

The following areas were inaccessible or excluded at the time of inspection and may contain additional quantities of suspect asbestos containing materials:

Inaccessible/Excluded Areas
The inside of the detached garage building was inaccessible at the time of our inspection. A follow-up inspection is recommended.
Any additional suspect materials, if encountered, which differ from those tested should be assumed to contain asbestos and sampled if/when necessary.

LEAD-BASED PAINT (LBP) TESTING SUMMARY:

Item 24.

Testing Date:	February 4, 2025		
Contact:	Bernie Rammer (City of Sheboygan) Phone: 920.459.4000		
Work Area:	Pre-Demolition		
Materials Tested Pre-Demolition:	Testing was limited to representative accessible cementitious surfaces (concrete, concrete block, brick, etc.) likely to be impacted by the planned demolition. Other areas or surfaces should be assumed to contain lead unless additional testing proves otherwise.		
LBP for Demolition Items:	LBP was identified in limited areas (see attached table).		
Comment:	For demolition and disposal, the State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm ² by XRF.		
Inspector:	Isaac Burchby	Certification #:	LRA-296199
Lead Company:	DHS-925800	Expiration Date:	08/01/2025
Testing Equipment:	Viken PB 200e, Serial Number: 2885		

LEAD-BASED PAINT TEST RESULTS: (Positive Results Only)

Testing for lead-based paint analyzes all layers of paint on a particular surface area simultaneously. The testing does not specifically identify which layer or color of paint contains lead. A positive testing location indicates that some layer of paint on that surface contains lead in paint equal to or in excess of 1.0 mg/cm².

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Exterior – Main Building Exterior								
66	B	Curb	Ctr		Intact	Concrete	Yellow	2.8
67	B	Ground Letters	Ctr		Intact	Concrete	Yellow	4.0
70	A	Stairs	Ctr	Risers	Intact	Concrete	Yellow	1.8
Interior Room – Gymnasium								
25	A	Wall	L Ctr		Intact	Conc Block	Blue	1.1
28	C	Wall	L Ctr		Intact	Conc Block	Blue	1.1

Abbreviations:	U = Upper	L = Lower	Rgt = Right	Lft = Left	Ctr = Center	Bsmt = Basement
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Notes:

- Wall A (south) is the road/street side (Wisconsin Avenue) of the building. Walls B/C/D are determined clockwise from wall A.
- All similar materials with the same paint history are to be categorized in the same manner. For example, if a window sill on side A is positive for LBP, then all similar window sills are assumed to contain lead-based paint unless specifically tested and proven otherwise.
- Additional areas of LBP are possible in inaccessible areas, areas hidden from view or materials/substrates contained behind or within other building materials.

Please see attached “Lead-Based Paint XRF Testing Data” & site diagram for specific areas tested.

SURVEY LIMITATIONS:

Item 24.

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional assumed ACM or LBP that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client's request, may require additional sampling prior to disturbance by renovation or demolition activity (see notes if applicable).

Areas that were inaccessible and not tested or inventoried during the investigation may have included: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings may have been assumed to be ACM (see applicable inspection notes).

Building materials or substrates that were exempt from sampling may have included metal, glass, wood, or fiberglass (exempt by WI DHS 159.04 (50)). Additional materials not accessible or not sampled during the survey may have included items such as miscellaneous caulks, sealants and construction adhesives that were not readily accessible to sample (may be located between layers of building components); concrete, concrete block, brick, stone, foam insulation, and carpet. These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

Additional suspect materials encountered during renovation or demolition activity that differ from materials sampled or described during this survey must be assumed to contain asbestos and be managed as ACM, abated or sampled to determine asbestos content prior to disturbance.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes. Material quantification was not performed for any sampled material found to be asbestos free or containing 1% or less asbestos.

ANALYTICAL DISCUSSION:

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method Bulk EPA 600. Samples showing the result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

EPA defines an ACM as a material that contains asbestos unless the asbestos concentration is found to be 1% or less asbestos by PLM. Materials confirmed by a point count result of 1% or less asbestos may be treated as non-ACM. The building owner or client should be aware that exposure to asbestos is still possible when disturbing materials with 1% or less asbestos (trace amount) present and that OSHA worker protection procedures may be necessary.

REGULATORY RECOMMENDATIONS: (ASBESTOS)

Item 24.

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA)

All friable ACM as well as non-friable ACM that would likely be made friable by intended demolition processes are required to be abated prior to disturbance.

Non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill (landfill requirements vary). Non-friable ACM typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and assumed ACM must be removed. Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by OSHA. Protective equipment or a negative exposure assessment for personal exposure may be required.

Abatement shall be performed by an abatement company utilizing trained and certified workers/supervisor and further licensed as an asbestos company by WI DHS, Asbestos Regulation 159.

Refer to WDNR 447 and WI DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal. Questions regarding asbestos abatement issues can be directed to the WDNR Asbestos Program Coordinator at (608) 266-7718. **Important** additional information on the proper management of asbestos, recycling concrete, the demolition process, and other materials that must be managed prior to demolition (light bulbs & ballasts, mercury & freon containing devices, etc.) can be found at:

- WI DHS <http://dhs.wisconsin.gov/asbestos/>
- WDNR <http://dnr.wi.gov/topic/Demo/Asbestos.html>
- WDNR <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
- OSHA <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1101>

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT)

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA); Housing and Urban Development (HUD)

The EPA and HUD defines LBP as equal to or greater than 1.0 mg/cm² measured by X-ray fluorescence (XRF) analysis, or 0.5% (5,000 ppm) measured by weight through laboratory analysis. The State of Wisconsin has adopted the same definition of lead-based paint (primarily for residential HUD applications and for building demolition/disposal).

For worker exposure applications, lead in any quantifiable amount, and disturbance of the material creating dust and/or fumes and subsequent potential worker exposure would be regulated by the OSHA Lead in Construction Standard (29 CFR 1926.62).

Building materials coated with LBP that would likely be impacted or disturbed by intended renovation processes require special handling prior to or during disturbance (controlled work area, wet methods, hepa assisted tools or vacuums, avoiding prohibited methods – see OSHA or WI DHS regulations). If LBP is removed from the underlying substrate resulting in accumulated lead waste, additional work practices, disposal methods or testing of the waste by TCLP method may be required.

Our non-destructive testing by XRF has been performed to screen for areas with quantifiable lead above regulatory limits on painted substrates. The reportable limit of detection is essentially 1.0 mg/cm² by XRF analysis and therefore paint chip analysis would be recommended for a more accurate determination of lead in paint below this level or to rule out lead in any quantifiable amount.

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT) continued:

Item 24.

The testing was limited in scope and did not constitute a full lead paint inspection. Testing for lead in paint was conducted to assist with planning in regard to lead-safe construction practices and/or disposal or recycling activities. A surface-by-surface visual assessment of painted components was conducted at the property to determine which surfaces to test. Renovation activity beyond the anticipated work scope specified at the time of our site visit may require additional testing prior to disturbance.

Inaccessible areas hidden from view or contained within or behind other building materials may contain additional areas of suspect LBP. Any additional surfaces not specifically identified should be assumed to contain LBP unless tested and proven otherwise.

The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no LBP.

Concrete, brick, or stone coated with LBP requires disposal in a WDNR approved landfill and may require additional Toxicity Characteristic Leaching Procedure (TCLP) testing to further evaluate the waste. Concrete, brick, or stone that is not coated with LBP may be considered clean for recycling purposes **if other requirements are met**. Please refer to the WDNR Publication WA 605, Concrete Recycling and Disposal Fact Sheet. This publication contains **important** information on the recycling process along with who to contact at the WDNR for additional clarification, information, and approval; and can be found at:

- <https://apps.dnr.wi.gov/doclink/waext/WA605.pdf>

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s. NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, *What is defined as "clean fill" that does not have to be taken to a landfill?*, on the DNR website at:

- <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

REMARKS:

The survey and subsequent report have been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,
NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager



Bruce Ten Haken
Project Technician

City of Sheboygan

**428 Wisconsin Avenue
Sheboygan, WI 53081**

February 4, 2025

ASBESTOS MATERIAL SAMPLE LOG

Client:	City of Sheboygan	NorthStar No.	250-101
Location:	428 Wisconsin Ave., Sheboygan, WI	Date Collected:	February 4 - 14, 2025
Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-1	1	South Entry	Plaster, Finish Coat	Off-white	None Detected
101-2	1	South Entry	Plaster, Base Coat	Gray	None Detected
101-3	1	South Entry	Caulk, Door Frame	Lt. Gray, Flex.	None Detected
101-4	1	North/South Corridor	Wall Panel Adhesive (on plywood)	Brown, Brittle	7 % Chrysotile
101-5	1	01: Custodian Closet	Plaster, Ceiling (Skim)	Off-white	None Detected
			Plaster, Ceiling (Base)	Off-white	None Detected
101-6	1	01: Custodian Closet	Concrete Block	Gray	None Detected
101-7	1	01: Custodian Closet	Concrete Block Mortar	Gray	None Detected
101-8	1	01: Custodian Closet	Caulk, Door Frame	Off-white, Cream, Brittle	None Detected
101-9	1	01: Custodian Closet	Duct Wrap	Tan, Beige	None Detected
101-10	1	01: Custodian Closet	Duct Wrap Mastic	Off-white, Cream	None Detected
101-11	1	02: Office, S. End	Carpet Mastic	Tan, Yellow	None Detected
101-12	1	02: Office, N. End	Carpet Mastic	Tan, Black	<1 % Chrysotile
101-13	1	02: Office	Ceiling Tile, 2'x4'	Off-white, Gray	None Detected
101-14	1	02a: Office, S. Wall	Vermiculite Block Ins. (fine)	Brown, Tan	0.25 % Tremolite Point Count
101-15	1	02b: Office	Vinyl Cove Base	Black	None Detected
101-16	1	02b: Office	Cove Base Adhesive (1)	Cream	None Detected
			Cove Base Adhesive (2)	Brown	None Detected
101-17	1	02b: Office	Wall Panel, Cellulose	Off-white, Tan	None Detected
101-18	1	02b: Office	Carpet Adhesive	Tan, Yellow	None Detected
101-19	1	02b: Office	Concrete Flooring	Gray	None Detected
101-20	1	03: Men's Restroom	Wall Panel Adhesive	Tan, Cream	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-21	1	05/06: Kitchenette	Sheet Flooring	Gray, Dk. Gray	None Detected
101-22	1	05/06: Kitchenette	Sheet Flooring Adhesive	Tan, Yellow	None Detected
101-23	1	Gym/Fitness Room	Vermiculite Block Ins.	Tan, Brown	None Detected
101-24	1	Gym/Fitness Room, Center	Vinyl Plank Adhesive	Tan, Yellow	None Detected
101-25	1	Gym/Fitness Room, Center	Flooring Leveler	Gray	None Detected
101-26	1	Gym/Fitness Room, W. End	Vinyl Plank Adhesive	Tan, Yellow, Tacky	None Detected
101-27	1	Gym/Fitness Room	Floor Tile, 12"x12"	Black	None Detected
101-28	1	Gym/Fitness Room	Floor Tile Adhesive	Black	2 % Chrysotile
101-29	1	08/09: Card Rm / Library	Window Glaze, Brittle (bottom)	Gray	0.46 % Chrysotile Point Count
101-30	1	08/09: Card Rm / Library	Window Glaze, Brittle (top)	Off-White, Cream	0.63 % Chrysotile Point Count
101-31	1	10: Craft Room, East End	Vinyl Floor Tile, 12"x12"	Cream, Beige	None Detected
101-32	1	10: Craft Room, East End	Floor Tile Adhesive	Tan, Yellow	None Detected
101-33	1	10: Craft Room, East End	Floor Tile Adhesive (Scrape)	Tan, Yellow	None Detected
101-34	1	10: Craft Room, Center	Vinyl Floor Tile, 12"x12"	Cream, Beige	None Detected
101-35	1	10: Craft Room, Center	Floor Tile Adhesive	Tan, Yellow	None Detected
101-36	1	10: Craft Room, Center	Floor Tile Adhesive (Scrape)	Tan, Yellow	None Detected
101-37	1	10: Craft Room, S. Wall	Plaster, Finish Coat	Brown, Cream	None Detected
101-38	1	10: Craft Room, S. Wall	Plaster/Concrete. Base	Lt. Gray	None Detected
101-39	1	10a: Restroom	Ceramic Floor Tile Grout	Gray	None Detected
101-40	1	10a: Restroom	Ceramic Tile Thinset	Gray	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-41	1	10a: Restroom	Ceramic Wall Tile Grout	Gray	None Detected
101-42	1	10a: Restroom	Ceramic Wall Tile Adhesive	Tan, Yellow	None Detected
101-43	1	10a: Restroom	Drywall	Tan, Brown	None Detected
101-44	1	08/09: Card Rm / Library	Carpet Adhesive	Tan	None Detected
101-45	1	08/09: Card Rm / Library	Flooring Leveler	Gray	None Detected
101-46	1	08/09: Card Rm / Library	Flooring Leveler	White	None Detected
101-47	1	11: Meeting Rm B	Carpet Adhesive	Tan	None Detected
101-48	1	11: Meeting Rm B	Floor Tile, 12"x12"	Black	None Detected
101-49	1	11: Meeting Rm B	Floor Tile Adhesive	Black	None Detected
101-50	1	11: Meeting Rm B	Paint, Block Wall	Green, White	None Detected
101-51	1	Gym/Fitness Room	Paint, Block Wall	Gray, Green, White	None Detected
101-52	1	02a: Office	Paint, Block Wall	Tan, White	None Detected
101-53	1	12a: Conference Room	Carpet Adhesive	Tan	None Detected
101-54	1	12c: Corridor Window by Door	Window Glaze, Brittle	Beige	0.34 % Chrysotile Point Count
101-55	1	18: Room D	Vermiculite Block Ins.	Gray	None Detected
101-56	1	East/West Corridor, Center	Terrazzo Flooring	White, Gray	None Detected
101-57	1	East/West Corridor, Center	Terrazzo Cove Base	White, Gray	None Detected
101-58	1	East/West Corridor, by Gym	Paint, Block Wall	Blue	None Detected
101-59	1	East/West Corridor, by Gym	Concrete Block	Gray	None Detected
101-60	1	East/West Corridor, by Gym	Concrete Block Mortar	Lt. Gray	None Detected

POINT COUNT – 2/24/25

ASBESTOS MATERIAL SAMPLE LOG

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Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-61	1	East/West Corridor, W. End	Caulk, Door Frame	Gray, Crumbly	None Detected
101-62	1	East/West Corridor, W. End	Brick	Tan	None Detected
101-63	1	East/West Corridor, W. End	Brick Mortar	Tan	None Detected
101-64	1	East/West Corridor, E. End	Caulk, Inner Door Frame	Gray, Tacky	None Detected
101-65	1	East/West Corridor, E. End	Caulk, Outer Door Frame	Gray, Flex.	None Detected
101-66	Ext.	South Side, West End	Stucco Siding, Top Layer	Tan	None Detected
101-67	Ext.	South Side, West End	Stucco Siding, Bottom	Gray	None Detected
101-68	Ext.	North Side, Center	Stucco Siding, Top Layer	Lt. Blue, Tan	None Detected
101-69	Ext.	North Side, Center	Stucco Siding, Bottom	Gray	None Detected
101-70	Ext.	South Entrance, Soffit	Stucco Soffit, Top Layer	Lt. Tan, White	None Detected
101-71	Ext.	South Entrance, Soffit	Stucco Soffit, Bottom	Gray	None Detected
101-72	Ext.	South Side, East Soffit	Stucco Soffit, Top Layer	Lt. Blue, Tan	None Detected
101-73	Ext.	South Side, East Soffit	Stucco Soffit, Bottom	Gray	None Detected
101-74	Ext.	South Side, West End	Caulk, Window Frame	Gray, Crumbly	None Detected
101-75	Ext.	North Side, Center	Caulk, Window Frame	White, Flexible	None Detected
101-76	Ext.	East Side, North	Caulk, Window Frame	Gray, Flexible	None Detected
101-77	Ext.	Garage, South Side	Vinyl Siding Paper	Black	None Detected
101-78	1	E/W Corridor, W. Entry	Ceiling Plaster, Top	White	None Detected
101-79	1	E/W Corridor, W. Entry	Ceiling Plaster, Bottom	Gray	None Detected
101-80	1	E/W Corridor, W. Entry	Duct Insulation Adhesive	Tan	None Detected
			Duct Insulation Wrap	White, Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	City of Sheboygan	NorthStar No.	250-101
Location:	428 Wisconsin Ave., Sheboygan, WI	Date Collected:	February 4 - 14, 2025
Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-81	1	17a: Storage	Ceiling Tile, 2'x4' Dot & Fissure	White, Gray	None Detected
101-82	1	17b: Storage	Carpet Adhesive On Concrete	Tan	None Detected
101-83	1	18: Billiard Room	Carpet Adhesive	Tan	None Detected
101-84	1	18: Billiard Room	Flooring Leveler	White	None Detected
101-85	1	18: Billiard Room, E. Wall	Wall Panel Adhesive On Wood (installed 1985)	Tan	None Detected
101-86	1	18: Billiard Room, S. Wall	Window Glaze, Small Window	Gray	2.7 % Chrysotile Point Count
101-87	1	18: Billiard Room, S. Wall	Window Glaze, Large Window	Gray	3 % Chrysotile
101-88	1	East Entrance, Landing	Floor Tile, Cementitious	Gray	None Detected
			Leveling Compound (1)	Gray	None Detected
			Leveling Compound (2)	Lt. Gray	None Detected
101-89	1	East Entrance, Ramp	Floor Tile, Cementitious	Gray	None Detected
			Adhesive	Cream	None Detected
			Leveling Compound	Gray	None Detected
101-90	1	East Entrance, S. Wall	Vinyl Cove Base, 4"	Gray	None Detected
101-91	1	East Entrance, S. Wall	Cove Base Adhesive	Cream	None Detected
101-92	1	East Entrance, Stairs	Stair Tread	Gray	None Detected
101-93	1	East Entrance, Stairs	Stair Tread Adhesive	Grayish Tan	None Detected
101-94	1	East Entrance, Top Landing	Plaster Ceiling, Texture	White	None Detected
101-95	1	East Entrance	Ceiling Tile, 2'x2', Susp., Tectum	White	None Detected

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-01	Joint Compound	Room 18 (Room D)	* <0.25 % Chrysotile
428-02	Drywall		None Detected
428-03	Joint Compound	Room 17a (Room A Storage)	None Detected
428-04	Drywall		None Detected
428-05	Joint Compound	Room 13 (Office)	None Detected
428-06	Drywall		None Detected
428-07	Joint Compound	East/West Hallway	* <0.25 % Chrysotile
428-08	Drywall		None Detected
428-09	Joint Compound	Room 8a (Card Room Closet)	* <0.25 % Chrysotile
428-10	Drywall	East Entrance Area	None Detected
428-11	Cellulose Wallboard	Room 18 (Room D)	None Detected
428-12	Plaster	East/West Hallway	None Detected
428-13	Plaster	Room 1 (Custodian Closet)	None Detected
428-14	Plaster	Room 18 (Room D)	None Detected
428-15	Plaster on Concrete Block	Room 12b (Exercise Room)	None Detected
428-16	Concrete Block		None Detected
428-17	Plaster on Brick	East Entrance Area	None Detected
428-18	Brick		None Detected
428-19	Ceiling Tile – 2'x 4', Suspended	Room 11 (Meeting Room B)	None Detected
428-20	Ceiling Tile – 2'x 4', Suspended	Room 11 (Meeting Room B)	None Detected
428-21	Ceiling Tile – 2'x 4', Suspended	Room 12b (Exercise Room)	None Detected
428-22	Ceiling Tile – 2'x 4', Suspended	East/West Hallway	None Detected
428-23	Ceiling Tile – 2'x 4', Suspended	Room 10d (Ceramic Rm Storage)	None Detected
428-24	Ceiling Tile – 2'x 2', Suspended	East Entrance Area	None Detected
428-25	Terrazzo	East/West Hallway (East)	None Detected
428-26	Terrazzo	East/West Hallway (West)	None Detected
428-27	Carpet Mastic – Yellow	Room 15 (Gift Shop)	None Detected
428-28	Carpet Mastic – Yellow	Room 9 (Library)	None Detected

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-29	Floor Tile – 12"x 12", Black	Room 17a (Meeting Rm A Storage)	<i>None Detected</i>
428-30	Floor Tile Mastic - Black		3 % Chrysotile
428-31	Floor Tile – 12"x 12", Black	Room 8a (Card Room Closet)	<i>None Detected</i>
428-32	Floor Tile Mastic - Black		Stop Positive
428-33	Floor Tile – 12"x 12", Black	Hallway W. of Room 15	<i>None Detected</i>
428-34	Floor Tile Mastic - Black		Stop Positive
428-35	Carpet Mastic – Yellow	Room 8 (Card Room)	<i>None Detected</i>
428-36	Floor Tile – 9"x 9", Off-White		3 % Chrysotile
428-37	Floor Tile Mastic - Black		5 % Chrysotile
428-38	Floor Tile – 9"x 9", Off-White	Room 8a (Card Room Closet)	Stop Positive
428-39	Floor Tile Mastic - Black		Stop Positive
428-40	Floor Tile – 9"x 9", Off-White	Room 10b (Reception Counter)	Stop Positive
428-41	Floor Tile Mastic - Black		Stop Positive
428-42	Floor Tile – 12"x 12", Textured	Room 5 (Kitchen)	<i>None Detected</i>
428-43	Floor Tile Mastic - Black		5 % Chrysotile
428-44	Vinyl Cove Base – Red/Brown	Room 17a (Meeting Room A Storage)	<i>None Detected</i>
428-45	Vinyl Cove Base Mastic - Yellow		<i>None Detected</i>
428-46	Vinyl Cove Base – Red/Brown	Room 9 (Library)	<i>None Detected</i>
428-47	Vinyl Cove Base Mastic - Yellow		<i>None Detected</i>
428-48	Vinyl Cove Base – Black	Room 16 (Shower Room)	<i>None Detected</i>
428-49	Vinyl Cove Base Mastic – Black		<i>None Detected</i>
428-50	Vinyl Cove Base – Dark Brown	Room 5 (Kitchen)	<i>None Detected</i>
428-51	Vinyl Cove Base Mastic - Tan		<i>None Detected</i>
428-52	Vinyl Cove Base Mastic – Brown		<i>None Detected</i>
428-53	Ceramic Wall Tile – White	Room 16 (Shower Room)	<i>None Detected</i>
428-54	Ceramic Wall Tile Grout - White		<i>None Detected</i>
428-55	Ceramic Wall Tile Adhesive, Tan		<i>None Detected</i>

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-56	Ceramic Wall Tile Grout – Gray	Room 3 (Men's Room)	<i>None Detected</i>
428-57	Ceramic Wall Tile Adhesive – Tan		<i>None Detected</i>
428-58	Drywall – Gray		<i>None Detected</i>
428-59	Ceramic Floor Tile Grout – White	Room 16 (Shower Room)	<i>None Detected</i>
428-60	Ceramic Floor Tile – Tan	Room 3 (Men's Room)	<i>None Detected</i>
428-61	Ceramic Floor Tile Grout – Gray		<i>None Detected</i>
428-62	Ceramic Floor Tile Subfloor – Gray		<i>None Detected</i>
428-63	Wrap over Fiberglass Pipe Insulation	Room 3 (Men's Room)	<i>None Detected</i>
428-64	Window Sill – Black	Room 18 (Room D)	15 % Chrysotile
428-65	Sink Undercoating	Room 5 (Kitchen)	<i>None Detected</i>
428-66	Adhesive on Wood Panel – Brown	Room 13 (S. of Rm 15)	8 % Chrysotile
428-67	Adhesive on Brick – Black	East Entrance Ramp	<i>None Detected</i>
428-68	Adhesive on Fiberglass Wall Panel	Room 3 (Men's Room)	<i>None Detected</i>

- Asbestos Containing Materials (ACM) are materials that contain detectable asbestos (including trace amounts) as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM). Should PLM results for a sample indicate the presence of asbestos but further analysis by Point Counting Methods reveals the asbestos content is not greater 1%, that sample need not be considered an ACM.
- % Asbestos results denoted with an “*” were quantified using the 400-Point Count Procedure.
- “Stop Positive” or “Not Analyzed” means that the analysis of the sample was not conducted since a previously analyzed homogeneous sample indicated that the material is an ACM.
- All samples collected by Bruce Ten Haken (AII-15079), Cardinal Environmental, Inc.

City of Sheboygan

**428 Wisconsin Avenue
Sheboygan, WI 53081**

February 4, 2025

LEAD PAINT XRF TESTING DATA

Client:	City of Sheboygan	NorthStar No.	250-101A
Location:	428 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	February 4, 2025
Work Area:	Pre-Demolition	Inspector:	Isaac Burchby

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Pre-Calibration Verification								
1								1.0
2								1.0
3								0.9
4								0.1
Exterior – Main Building Exterior								
66	B	Curb	Ctr		Intact	Concrete	Yellow	2.8
67	B	Ground Letters	Ctr		Intact	Concrete	Yellow	4.0
68	B	Wall	U Lft		Intact	Brick	Brown	0.2
69	A	Wall	U Ctr		Intact	Concrete	Blue	0.1
70	A	Stairs	Ctr	Risers	Intact	Concrete	Yellow	1.8
71	A	Wall	U Ctr		Intact	Concrete	Brown	0.1
72	A	Foundation	Rgt		Intact	Concrete	Gray	0.1
73	D	Foundation	Lft		Intact	Concrete	Brown	0.0
74	D	Wall	U Ctr		Intact	Brick	Brown	0.3
75	D	Ground Letters	Ctr		Intact	Concrete	Yellow	0.2
76	D	Ground Letters	Ctr		Intact	Concrete	Yellow	0.2
77	C	Wall	U Lft		Intact	Brick	Brown	0.3
78	C	Foundation	Lft		Intact	Concrete	Gray	0.0
Interior Room – Maintenance 01								
5	A	Wall	U Ctr		Intact	Conc Block	White	0.1
6	B	Wall	U Ctr		Intact	Conc Block	White	0.1
7	C	Wall	U Ctr		Intact	Conc Block	White	0.0
8	D	Wall	U Ctr		Intact	Conc Block	White	0.2
9	C	Floor			Intact	Concrete	Red	0.0
Interior Room – Office 02								
10	A	Wall	U Ctr		Intact	Conc Block	White	0.0
Interior Room – Office 02a								
11	B	Wall	U Ctr		Intact	Conc Block	White	0.1
Interior Room – Men's Restroom 03								
12	B	Wall	U Ctr		Intact	Tile	Yellow	0.0
13	C	Wall	U Ctr		Intact	Tile	Yellow	0.3
14	D	Wall	U Ctr		Intact	Tile	Yellow	0.2
15	D	Floor			Intact	Tile	Yellow	0.3
16	A	Baseboard	Ctr		Intact	Tile	Yellow	0.1
Interior Room – Women's Restroom 04								
17	B	Wall	U Ctr		Intact	Tile	Yellow	0.1
18	C	Wall	U Ctr		Intact	Tile	Yellow	0.1
19	D	Wall	U Ctr		Intact	Tile	Yellow	0.1
20	D	Floor			Intact	Tile	Yellow	0.2
21	A	Baseboard	Ctr		Intact	Tile	Yellow	0.0

Interior Room – Kitchen 05/06							
22	C	Wall	L Rgt	Intact	Conc Block	Purple	0.2
23	C	Wall	U Rgt	Intact	Conc Block	Green	0.2
24	C	Wall	U Lft	Intact	Conc Block	Green	0.1
Interior Room – Gymnasium							
25	A	Wall	L Ctr	Intact	Conc Block	Blue	1.1
26	B	Wall	L Ctr	Intact	Conc Block	Blue	0.2
27	B	Wall	U Ctr	Intact	Conc Block	White	0.3
28	C	Wall	L Ctr	Intact	Conc Block	Blue	1.1
29	D	Wall	L Ctr	Intact	Conc Block	Blue	0.3
30	D	Wall	U Ctr	Intact	Conc Block	White	0.2
Interior Room – Gym Closet 07							
31	C	Wall	U Ctr	Intact	Conc Block	White	0.0
32	B	Wall	U Ctr	Intact	Conc Block	White	0.0
Interior Room – Game Room 08/09							
33	C	Wall	U Ctr	Intact	Conc Block	White	0.1
Interior Room – Art Studio 10							
34	A	Wall	U Ctr	Intact	Conc Block	White	0.0
Interior Room – Toilet 10a							
35	A	Wall	U Ctr	Intact	Tile	Yellow	0.2
36	B	Wall	U Ctr	Intact	Tile	Yellow	0.1
37	C	Wall	U Ctr	Intact	Tile	Yellow	0.1
38	D	Wall	U Ctr	Intact	Tile	Yellow	0.1
39	D	Floor		Intact	Tile	Yellow	0.0
Interior Room – Rec Room 11							
40	C	Wall	U Ctr	Intact	Conc Block	Yellow	0.1
Interior Room – Toilet 14							
41	D	Floor		Intact	Tile	Yellow	0.1
42	A	Wall	U Ctr	Intact	Tile	Yellow	0.2
43	B	Wall	U Ctr	Intact	Tile	Yellow	0.2
44	C	Wall	U Ctr	Intact	Tile	Yellow	0.1
45	D	Wall	U Ctr	Intact	Tile	Yellow	0.1
Interior Room – Bathroom with Shower 16							
46	A	Wall	U Ctr	Intact	Tile	White	0.0
47	B	Wall	U Ctr	Intact	Tile	White	0.3
48	C	Wall	U Ctr	Intact	Tile	White	0.3
49	D	Wall	U Ctr	Intact	Tile	White	0.1
50	D	Floor		Intact	Tile	White	0.1
Interior Room – Superior Room 17							
51	C	Wall	U Ctr	Intact	Conc Block	Yellow	0.1
Interior Room – Pool Room 18							
52	A	Wall	U Ctr	Intact	Conc Block	Blue	0.2
Interior Room – East Entrance Stairs/Ramp							
53	A	Wall	U Lft	Intact	Conc Block	White	0.1
54	A	Wall	U Rgt	Intact	Brick	Brown	0.1
55	B	Wall	U Ctr	Intact	Brick	Brown	0.2
56	C	Wall	U Ctr	Intact	Conc Block	Blue	0.0
57	D	Wall	U Ctr	Intact	Conc Block	White	0.1
Interior Room – East Corridor							
58	D	Wall	U Rgt	Intact	Conc Block	White	0.2
59	C	Baseboard	Ctr	Intact	Tile	Gray	0.0

Interior Room – West Corridor							
60	C	Floor		Intact	Tile	Gray	0.0
61	C	Wall	U Ctr	Intact	Conc Block	Green	0.0
62	C	Baseboard	Lft	Intact	Tile	Gray	0.1
Interior Room – West Vestibule							
63	A	Wall	U Ctr	Intact	Brick	Brown	0.3
64	C	Wall	U Ctr	Intact	Brick	Brown	0.2
65	D	Wall	U Ctr	Intact	Brick	Brown	0.0
Post-Calibration Verification							
79							1.0
80							1.1
81							1.0
82							0.2

Abbreviations:	U = Upper	L = Lower	Rgt = Right	Lft = Left	Ctr = Center	Bsmt = Basement
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Note:

- Wall A (south) is the road/street side (Wisconsin Avenue) of the building. Walls B/C/D are determined clockwise from wall A.
- The State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm² by XRF. Paint chip analysis would be recommended for determination of lead in paint below this level or to rule out lead in any quantifiable amount (for OSHA related information).
- Readings with a negative value (i.e., -0.1) are equivalent to 0.0.
- The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no lead-based paint.

Appendix C

SITE DIAGRAM

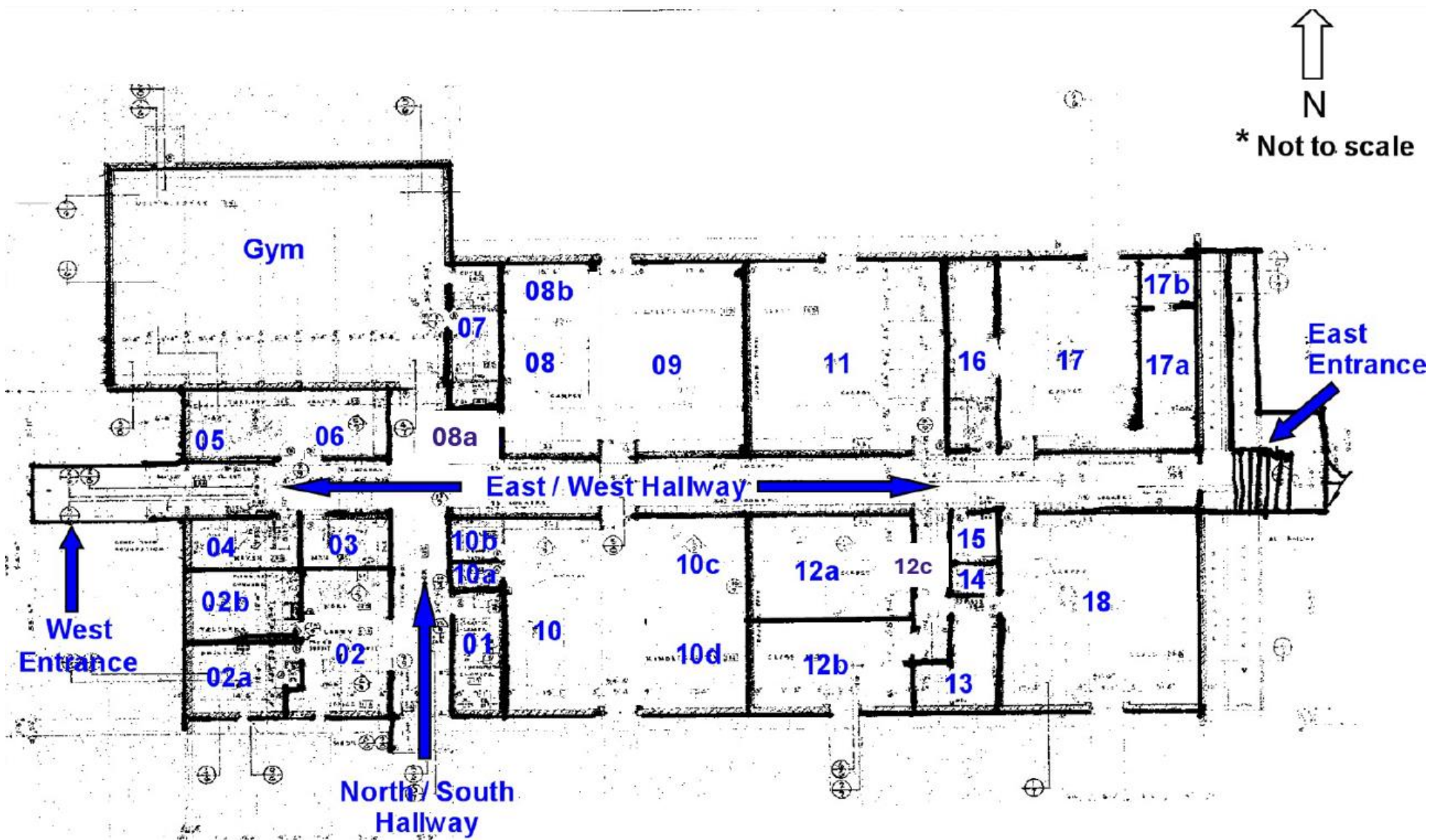


Photo No. 1

Area:
428 Wisconsin Avenue
Sheboygan, WI

Item:
Former Senior Activity
Center. View of south
side of Bldg.



Photo No. 2

Area:
428 Wisconsin Avenue
Sheboygan, WI

Item:
Detached Garage



Photo No. 3

Area:
North/South Hallway

Item:
ACM Wall Panel Adhesive

Sample #: 101-04



Photo No. 4 Area: North/South Hallway Item: ACM Wall Panel Adhesive Sample #: 101-04	 Item 24.
Photo No. 5 Area: Gym/Fitness Room Item: ACM Black Adhesive Under Vinyl Plank Flooring in East Section of Gym and Around Perimeter of West Section. Sample #: 101-28	
Photo No. 6 Area: Gym/Fitness Room Item: ACM Black Adhesive Under Vinyl Plank Flooring and non-ACM Floor Tile in East Section of Gym. Sample #: 101-28	

Photo No. 7 Area: Gym/Fitness Room Item: ACM Black Adhesive Under Vinyl Plank Flooring (Perimeter of West Section) Sample #: 101-28	 Item 24.
Photo No. 8 Area: 08/08b/09 Card Room / Library Item: ACM 9"x9" Floor Tile & Black Adhesive Under Carpeting Along South & West Sections Sample #: 428-36 & 428-37 (Cardinal Environmental Results)	
Photo No. 9 Area: 08/08b/09 Card Room / Library Item: ACM 9"x9" Floor Tile & Black Adhesive Under Carpeting Along South & West Sections Sample #: 428-36 & 428-37 (Cardinal Environmental Results)	

Photo No. 10

Area:
10 Craft Room

Item:
ACM Floor Tile & Black Adhesive
Under non-ACM Floor Tile Along
North & West Sections

Sample #: 101-31 & 32
(Top Layer of non-ACM Floor Tile &
Adhesive)

**Photo No. 11**

Area:
16 Bathroom / Shower Room

Item:
ACM Black Adhesive Under
non-ACM Black Floor Tiles.

North end has a raised ceramic
floor tile floor on plywood. ACM
Black Adhesive is on concrete
under this raised floor.

**Photo No. 12**

Area:
16 Bathroom / Shower Room
(North End)

Item:
ACM Black Adhesive on Concrete
Under Raised Floor. Raised floor
consists of ceramic floor tile &
plywood.

Sample #: 428-59
(non-ACM Grout/Thinset)



Photo No. 13

Area:
16 Bathroom / Shower Room
(North End)

Item:
ACM Black Adhesive on
Concrete Under Raised Floor.
Raised floor consists of ceramic
floor tile & plywood.

Sample #: 428-59
(non-ACM Grout/Thinset)



Photo No. 14

Area:
Exterior Window Systems

Item:
ACM Window Glazing and
Transite Window Sill



Photo No. 15

Area:
Gymnasium

Item:
Concrete Block (blue)

**Only the light-blue walls are
Lead-based paint.**



Item 24.

Photo No. 16

Area:
Gymnasium

Item:
Concrete Block (blue)

**Only the light-blue walls are
Lead-based paint.**



Photo No. 17

Area:
Building Exterior
(west side)

Item:
Curb (yellow)

Lead-based paint



Photo No. 18

Area:
Building Exterior
(west side)

Item:
Curb (yellow)

Lead-based paint

Yellow lines and lettering
on the east side of the
building.



Photo No. 19

Area:
Building Exterior
(south side)

Item:
Stair Riser/Step (yellow)

Lead-based paint







WA-651 (Revised 2013)

PLANNING YOUR DEMOLITION OR RENOVATION PROJECT:

A Guide to Hazard Evaluation, Recycling and Waste Disposal

(Formerly called Pre-Demolition Environmental Checklist)

INFORMATION ON IDENTIFYING, HANDLING AND PROPERLY DISPOSING OF HAZARDOUS MATERIALS

PLANNING YOUR PROJECT

1 ✓ Conduct a walk-through of the project building(s) and grounds to **identify items that contain harmful materials** and other site-related concerns.

2 ✓ **Identify and quantify harmful materials at your job site** with specialized inspectors or contractors, if necessary

3 ✓ **Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.**

4 ✓ **Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.**

5 ✓ **Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.**

Before beginning any demolition or renovation project, it is important to know about harmful materials that may be present on your project site.

This guide walks contractors and building owners through the steps to identify harmful materials commonly found at project sites and to handle and dispose of them safely. It also offers proper ways to manage recyclable and reusable materials and other wastes that are common in demolition and renovation projects.

The Resources section on the last page has links to websites with more information.

Note: This document is not intended as a substitute for reading the rules, regulations, and statutes related to handling demolition and renovation debris. It is simply a guide to assist you in determining how they apply to your demolition or renovation project.

COMMON HARMFUL MATERIALS

Buildings can contain a number of harmful materials that may expose workers and the public to serious health risks and pollute the air, land and water if handled or disposed of in an unsafe way. Five of these harmful materials are common on project sites and need special care in identification and handling:

- ▶ Asbestos
- ▶ CFCs (chlorofluorocarbons) and halons
- ▶ Lead
- ▶ Mercury
- ▶ PCBs (polychlorinated biphenyls)

Wisconsin Department of Natural Resources Waste & Materials Management Program 1

FIVE STEPS TO A SUCCESSFUL DEMOLITION OR RENOVATION PROJECT

1 STEP 1. Conduct a walk-through of the project building(s) and grounds to identify items that contain harmful materials and other site-related concerns.

Identifying hazardous materials before starting work on a project site protects worker health and safety, building occupants, and the financial viability of the project. Doing this up front can help you choose the appropriate inspectors, consultants and contractors and avoid costly change orders or project delays.

Before you begin any demolition or renovation project, thoroughly inspect and inventory the project site for the following items:

- **Appliances:** Appliances may contain CFCs, mercury or PCBs. Appliances that contain CFCs or PCBs must be processed by an appliance de-manufacturer registered with the DNR.
- **Building materials and fixtures that may contain asbestos:** All layers of materials, behind walls, ceiling spaces, etc., should be inspected and sampled unless they are assumed to contain asbestos. The following building components may contain asbestos, but this list is by no means all-inclusive:
 - **Caulking:** Used around windows, doors, corrugated roofing and other places where two materials are joined. PCBs have also been found in caulking materials. Schools and industrial buildings constructed or renovated between 1950 and 1979 are suspected to contain PCB-containing caulk.
 - **Ceilings:** Including acoustical tiles and adhesives, and the materials listed under "Interior and exterior walls" below. All ceiling layers and any spaces above the ceiling where drop ceilings are present should be checked. Insulation debris may also be lying on top of ceiling tiles.
 - **Electrical systems:** Insulators; spark arrestors and transite panels in electrical boxes; wiring insulation; ducts/conduits (transite pipe); and light fixtures.
 - **Flooring:** All sizes of vinyl floor tile, sheet flooring, and linoleum, and felt paper used under hardwood floors.
 - **HVAC systems:** Duct, pipe, and joint insulation because elbows/joints are often coated with asbestos; fiberglass insulation on the straight runs; forced air dampers; wall, floor and chimney penetrations; lining and mortar; fire brick; fire-proofing materials such as transite sheets or heavy paper; boiler insulation; flexible fabric connectors; packing/gaskets and adhesives; paper backing; mastic/adhesives (floor tile, carpet, etc.); and grout and felt paper under hardwood floors.
- **Insulation in ceilings and walls:** Blown-in, spray-applied, and block.
- **Interior and exterior walls:** Wall plaster; joint compound; patches; transite wallboard and siding; fire doors; window putty/glazing/caulking; mortar; asphalt shingles/siding; felt under siding, stucco, textured paint, and other spray-applied materials. Paint containing asbestos is rare except in commercial applications, where it was usually applied as a very thick, often silver-colored coating or added to textured paints.
- **Miscellaneous:** Appliances with a heating element, especially older models; fire curtains and blankets; laboratory tabletops; fume hood linings; blackboards; and fire-resistant clothing like gloves, hoods, aprons, etc.
- **Plumbing:** Pipe wrap, pipe joints, transite counter tops in bathrooms, faucets, packing gaskets, and adhesives.
- **Roofing:** Asphalt shingles; tar-type coatings which are often around vents, chimneys, etc.; transite shingles; roofing felts that are often under a layer of other material; flashings; and mag-block type material found under other material. Check all roof areas and roofing layers.
- **Lighting fixtures/ballasts and bulbs/lamps:** Switches for lighting may use mercury relays. Look for any control associated with exterior or automated lighting systems, such as "silent" wall switches. Several types of light bulbs or lamps contain mercury and must be properly legitimately recycled or disposed of as hazardous waste. These include:
 - **Fluorescent lights:** Even the newer lamps with green-colored ends contain mercury.
 - **High intensity discharge:** metal halide, high pressure sodium, mercury vapor.
 - **Neon**
- **Meters and switches:** Mercury may be found in thermometers, barometers, thermostats, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of vacuum, pressure, fluid level, temperature, or flow rate could contain mercury. These devices are

most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquids (water). In addition, mercury containing devices are also common in certain agricultural operations such as dairy, and may be present in older model consumer appliances and residential properties, especially larger multi-unit properties.

- **Oil:** Used oil in containers or tanks, hydraulic oils in machinery, electrical transformers and capacitors, and elevator shafts. These oils may contain PCBs and may need to be tested to determine if the oil can be recycled or must be properly disposed of.
- **Paint:** Residential and industrial paints may contain lead, solvents or asbestos. Some industrial paints may contain PCBs.

In addition to the items listed above, be aware of these other site-related concerns:

- **Abandoned wells:** Unused and improperly abandoned wells are a significant threat to groundwater quality. If not properly filled, abandoned wells can directly channel contaminated surface water into the groundwater. State law requires that all wells and drill holes be properly filled prior to any demolition or construction work on the property.
- **Batteries (non-lead-containing):** Batteries may be found in smoke detectors, emergency lighting systems, elevator control panels, exit signs, security systems and alarms. Batteries should be separated from other wastes and taken to a recycling facility or a business that accepts batteries for recycling.
- **Computers and other electronics:** Most electronics are banned from Wisconsin landfills and must be recycled. These can contain hazardous materials such as lead, cadmium, chromium, and mercury and, if not recycled, may be regulated as hazardous waste.
- **Exit signs:** Many self-luminous exit signs contain tritium, a radioactive material. All self-luminous exit signs must have a permanent label that identifies it as containing radioactive material. The label will also include the name of the manufacturer, the product model number, the serial number, and the quantity of tritium contained. It is illegal to abandon or dispose of these signs except by sending them to the manufacturer or to others licensed by the U.S. Nuclear Regulatory Commission.

► HAZARDOUS AND UNIVERSAL WASTES

Some wastes, such as used or unused solvents, sanitizers, paint wastes, chemical wastes, pharmaceuticals, gas cylinders, aerosol cans and pesticides, may be hazardous waste and regulated by the EPA and DNR. Hazardous wastes must be removed from a project site prior to demolition or renovation and be disposed of according to specific rules. Read the DNR publication "Is Your Waste Hazardous?" (WA-1152) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf> to determine if a waste is hazardous. See *Handling and Disposal Choices* on page 7 for information on how to dispose of hazardous wastes on a project site.

Universal wastes are hazardous wastes that can be collected and transported with fewer regulations. Universal wastes include hazardous waste batteries, certain pesticides, mercury thermostats and other mercury-containing equipment and some lamps (light bulbs). In Wisconsin, antifreeze can also be managed as a universal waste if it is recycled. See chapter NR 673 of Wisconsin Administrative Code for more details on recycling and reusing universal waste.

- **Painted concrete:** Walls and foundations often contain painted concrete. With prior DNR approval, contractors can grind the concrete and use it on-site or nearby under a new building or road.
- **Smoke detectors:** The smoke detectors that contain a small amount of radioactive material will be labeled and should be returned to the manufacturer for disposal. Otherwise, smoke detectors may go in the trash.
- **Soil contamination:** A qualified environmental consultant can conduct environmental property assessments including identification of contaminated soil.
- **Spills:** In Wisconsin, all spills of hazardous substances that negatively affect or threaten to negatively affect public health, welfare or the

► REUSE AND RECYCLING OF MATERIALS

Many materials, fixtures and components can be donated or sold for reuse or recycled prior to demolition. As you inventory the project site for harmful materials, take note of materials that can be reused or recycled and remove them from the project site before demolition work begins.

- The Wisconsin Business Materials Exchange is a web service that facilitates the reuse of surplus or unwanted items or materials among businesses, institutions, and organizations. You can use this tool to post items that are available and request an item you may need.
- Consider holding an auction as a way to reuse building materials, fixtures and components once all the harmful materials have been removed.
- Clean brick, building stone, concrete and asphalt can be stockpiled for crushing and reusing in future building projects.
- Clean, untreated wood can be recycled or chipped for mulch or ground cover.
- Many items such as appliances, electronics, paper and cardboard, glass containers and vehicle items are banned from Wisconsin landfills and must be recycled. For a complete list of these items, go to dnr.wi.gov and search "what to recycle."
- The online Wisconsin Recycling Markets Directory contains a list of self-identifying businesses accepting recyclable materials. Make sure your chosen recycler meets local, state and federal regulatory requirements.
- Demolition debris may be taken to a construction and demolition recycling facility if all harmful materials, including all types of asbestos, are removed prior to demolition or renovation.

► OPEN BURNING

It is illegal to burn painted, treated or unclean wood, asphalt, plastics of any kind, oily substances, tires and other rubber products, garbage, recyclables, wet rubbish, and other materials. Demolition materials that cannot be burned include: roofing materials, all kinds of flooring materials, insulation, plywood and other composition board, electrical wiring, cabinetry and countertops, and plastic plumbing.

Burning of clean, unpainted and untreated wood is allowed with a DNR burning permit using DNR-approved methods. When burning this type of wood from demolition waste, you must separate out all of the illegal materials, including painted or treated wood, before any burning occurs. The DNR encourages chipping clean, untreated wood for mulch or ground cover.

If you do decide to burn clean, unpainted and untreated wood, it is your responsibility to know what restrictions apply in the area where you are burning. Remember, you must also follow local burning ordinances that may be more restrictive than state law. Contact your local fire department, town chairperson, or local municipal official for more information on local burning rules.

It is illegal to burn unwanted buildings in Wisconsin. The only exception is for a fire department training exercise. For more information on how to prepare a building for a fire department training exercise, contact the DNR asbestos program coordinator at (608) 266-3658.

environment *must* be immediately reported to the DNR via the Spills Hotline, 800-934-0003.

- **Tanks:** Chemical tanks (underground and aboveground) and septic tanks should be assessed, emptied and decommissioned.
- **Tires:** Tires should be reused or recycled. Your local landfill may collect them for recycling or you can check WisconsinRecyclingDirectory.com and search for "motor vehicle items" and then "tires."

2 STEP 2. Identify and quantify harmful materials at your job site with specialized inspectors or contractors, if necessary

Asbestos and lead have specific requirements from the Department of Natural Resources and the Department of Health Services for their identification and testing on a project site. See the sections on asbestos and lead in this step for those requirements.

You can identify other harmful materials on a project site, such as CFCs and halons, mercury, and PCBs, by doing an inventory of the building systems and fixtures for the items listed here and in Step 1. You may need some testing to confirm the presence of these materials. The DNR recommends hiring an inspector or consultant who has sufficient experience identifying these materials and can collect samples, if necessary, that will help in identification.

If you have a large or complex project, it may make sense to hire a consultant to oversee the coordination of all waste identification and disposal activities.

► Asbestos

Health risks: Asbestos is a known human carcinogen that can cause serious health problems when disturbed and inhaled. Historically, asbestos was commonly used in industrial, commercial, and residential structures. Asbestos is still used today but to a lesser extent.

Location and/or materials: Asbestos is used in more than 3,000 building materials. Asbestos is commonly found in HVAC systems, electrical systems, interior and exterior walls, roofing materials, ceilings, plumbing, and flooring insulation. It is also found in appliances with a heating element, fire curtains and blankets, laboratory tabletops, fume hood lining, blackboards and fire resistant clothing. Refer to Step 1 for a detailed list of building materials and locations that may contain asbestos.

Identification and testing: The Department of Health Services requires licensed inspectors to identify asbestos. Inspectors can assume asbestos to be present, or they can identify it through testing. The DNR requires an asbestos inspection for certain projects and recommends it for others.

Required projects:

- Two or more contiguous single family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

Recommended projects:

- Single family homes
- Multi-family housing with 2–4 units

Inspection must be completed and asbestos materials must be removed before beginning any demolition or renovation activities.

► CFCs (chlorofluorocarbons) and halons

Health risks: CFCs and halons damage the earth's protective ozone layer high in the atmosphere, allowing greater exposure to the sun's dangerous ultraviolet rays. Some of the harmful effects of increased UV exposure include increased risk of skin cancer, eye cataracts, immune system deficiencies, and crop damage.

Location and/or materials: CFCs can be found in refrigerants in rooftop, room and central air conditioners, refrigerators, freezers, and chillers, dehumidifiers, heat pumps, water fountains and drinking coolers, walk-in coolers (refrigeration or cold storage areas), vending machines and food display cases. Halons are found in fire extinguishers and other fire control equipment.

► Lead

Health risks: Inhaling or swallowing lead dust can cause serious health effects, including kidney disease, neuropathy, infertility, heart and cardiovascular disease, stroke, memory problems, and Alzheimer's disease.

Location and/or materials: Lead plumbing and lead-based paint are commonly found in many older buildings. Lead may be found in paint on woodwork and metal equipment, leaded glass, lead window-sash weights, lead flashing molds, roof vents, lead pipes and solder. Lead is found in both indoor and outdoor applications. Lead is also found in lead-acid batteries associated with older lighting, exit signs, and security systems.

Identification and testing: The Department of Health Services requires licensed inspectors and risk assessors to identify lead paint. When building surfaces or components are being renovated in any residential and child-occupied buildings built before 1978 (such as private homes, rental units, day care centers, and schools), lead paint must be assumed to be present or identified through testing.

Lead paint sampling is recommended on commercial and industrial projects. The US discontinued manufacturing lead paint for residential use by 1978, but lead is still used in specialty paints in commercial and industrial applications. Most buildings have multiple layers of paint, and all layers should be considered.

► Mercury

Health risks: Liquid mercury evaporates slowly at room temperature and gives off harmful vapors that are invisible and odorless. Breathing these vapors causes the most harm to people, but mercury can also be harmful when it comes in contact with broken skin or when it is swallowed. Women and children are most at risk from mercury poisoning, which can cause brain and nerve damage, resulting in impaired coordination, blurred vision, tremors, irritability and memory loss. Mercury poisoning also causes birth defects.

Location and/or materials: Mercury may be found in thermometers, barometers, thermostats, dental offices, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of pressure, fluid level, temperature, or flow rate could contain mercury. These devices are most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquid (water). In addition, mercury containing devices are common in certain agricultural operations such as dairy, and may be present in older model consumer appliances, vehicle light switches and residential properties, especially larger multi-unit

properties. Dental offices use mercury-containing amalgam that may be found in sink drain traps. Mercury can also be found as part of older wastewater treatment plant trickling filters.

► PCBs (polychlorinated biphenyls)

Health risks: PCBs may cause cancer in humans and can disrupt hormone and nervous system function. PCBs are persistent in the environment and stay in animals' and humans' systems. PCBs are a source of contamination in fish and have caused fish consumption advisories for humans.

Location and/or materials: PCBs can be found in electrical oils (e.g. transformers and capacitors in appliances) electronic equipment, heat transfer equipment, hydraulic fluids, light ballasts, industrial paints, specialty paints (e.g. swimming pools) and caulking materials. Sumps, oil traps and concrete flooring in facilities that used or manufactured PCBs may be contaminated with PCBs as well. Electrical devices manufactured prior to 1978 should be assumed to contain PCBs.

Identification and testing: You may be able to determine PCB concentrations in electrical equipment oil using identification labels, documents from the manufacturer indicating the PCB concentration at the time of manufacture, or service records showing the PCB concentration measured when the equipment was serviced. If a manufactured date and PCB content label are not found on a transformer or capacitor, the oil should be tested to determine the PCB content prior to dismantling and disposal. Oil-filled electrical equipment labeled "No PCBs" may still contain PCBs, but at a concentration lower than what the EPA regulates. The oils in this equipment should still be tested to see if they contain PCBs and then handled appropriately.

Testing of specialty paint, epoxies and caulks in buildings built or renovated between 1950 and 1979 is recommended. High levels of PCBs are being found in these materials across the country. Once testing is complete, boldly label all surfaces and items that were found to contain PCBs so they are handled appropriately during renovation or demolition.

STEP 3. Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.

Notification to the DNR is required for all demolition projects meeting any of these categories:

- Two or more contiguous single-family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

DNR notification is also required for renovation projects meeting any of these criteria, if asbestos removal is involved.

For demolition projects

All demolition projects meeting the previously listed criteria require DNR notification 10 working days before the project work begins.

For renovation projects involving asbestos

All renovation projects meeting the previously listed criteria that involve asbestos require DNR notification 10 working days before the project begins.

Note: While plans to demolish or renovate a single-family home do NOT require DNR notification, it is recommended you take the precautionary steps outlined in this publication.

► HANDLING AND DISPOSAL CHOICES

You have a few options for handling and disposing of lead, mercury, PCBs and other wastes from your project site that qualify as hazardous waste. Identifying these options prior to beginning the project can help you schedule transportation and disposal and maintain the overall project schedule.

- **Hire a waste management contractor** to pick up and dispose of hazardous wastes. This takes the guess work out of handling these types of wastes. Contractors have properly trained personnel that will determine appropriate packaging, shipping and vehicle licensing and have established relationships with disposal facilities.

Other choices provide you with reduced regulation and may change depending on the amount of hazardous waste generated in a month. As a contractor, you may manage hazardous wastes you generate at temporary job sites only according to the following options. For more details on these options, see the DNR publication "Pilot Project for Management of Contractor Generated Hazardous Waste" (WA-654) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.

- **Hire a licensed hazardous waste transporter** to transport the hazardous waste to a licensed or permitted hazardous waste treatment, storage and disposal facility. In this case, you must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code.
- **Leave containerized hazardous waste for the site owner to properly manage.** In this case, the site owner must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code. If you choose this option, be sure to include this in your contract with the site owner.
- **Transport the containerized hazardous waste yourself** directly from the temporary job site to a Household and Very Small Quantity Generator (VSQG) Hazardous Waste Collection Facility. This includes county or municipal Clean Sweep locations. If the total quantity of hazardous waste generated by your company in one month is less than 220 lbs. (about half of a 55-gallon drum), you would be a VSQG and your hazardous waste may be taken to a Clean Sweep location for handling and disposal. Contact your local Clean Sweep coordinator for information on possible fees, accepted materials, and other details.
- **Transport the containerized hazardous waste yourself to your central business location.** This option is currently available under a pilot project. Waste handled in this manner is subject to the pilot project conditions. See the publication referenced above for more information.

STEP 4. Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.

Hiring the right consultant, contractor or transporter is important to ensure safe handling practices and disposal options. This section will help you determine who to hire. Links to lists of licensed consultants, contractors and transporters are on the last page under Resources.

► Asbestos

Handling practices: Asbestos professionals trained and certified by DHS are required to perform asbestos removal in most multi-unit residential and all commercial, industrial, manufacturing and government buildings. Most types of asbestos-containing materials must be removed from the building prior to demolition or renovation.

Disposal: The asbestos removal contractor is responsible for disposing of the asbestos materials at a licensed landfill approved to accept asbestos waste. Not all landfills accept asbestos materials, so contractors should call the landfill to find out what materials are accepted and the hours of operation.

In some situations, non-friable asbestos materials (materials that are resistant to crushing), such as floor tile and roofing, may remain in place during the demolition activities. When this is done, the debris must be taken to a municipal or construction and demolition landfill. Debris containing non-friable asbestos materials may not be taken to a construction and demolition recycling facility.

► CFCs (chlorofluorocarbons) and halons

Handling practices: Keep units that contain refrigerants in place for a certified transporter to remove them. Moving them may cause an accidental release of refrigerants. Certified transporters include waste haulers, community recycling programs, and appliance salvage businesses. State law requires that anyone transporting salvaged refrigeration units must certify to the DNR that they will transport items in a way that prevents refrigerant releases. Technicians who remove refrigerants from units must be registered with the DNR and use approved equipment.

Check both portable and installed fire suppression systems for labels indicating halons. Trained technicians are also needed to remove halons. Contact local fire suppression equipment companies or the Halon Recovery Corporation for more information. Do not discharge halon fire extinguishers; intentionally releasing these substances is prohibited under federal regulations.

Disposal: Once the refrigerants are recovered, the unit may be taken to a metal scrap recycling facility. If you send halon-containing equipment offsite for disposal, it must be sent to a manufacturer, fire equipment dealer or recycler operating in accordance with National Fire Protection Association standards.

► Lead

Handling practices: DHS-certified lead-safe contractors are required for any renovations, repairs, painting or other paint-disturbing services on or in the regulated buildings that contain lead paint. These contractors must use lead-safe practices at these properties.

State law prohibits the sale or transfer of any fixture or other object that contains lead-bearing paint if children would have ready access to the fixture or object in its new location.

Disposal: Dispose of in a landfill any painted wood or building components that contain lead paint. Do not burn or chip wood that contains lead paint or use it for landscaping.

Lead paint waste, such as lead paint chips or lead paint removed from commercial or industrial buildings, must be tested to determine if it is a hazardous waste for disposal purposes.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► Mercury

Handling practices: You may collect intact mercury-containing devices and bring them back to your primary business location or bring them directly to an off-site mercury recovery facility. Do not remove mercury ampoules or free liquids from the device. Store devices in a covered plastic container to prevent them from breaking. Label the container to assist proper handling and disposal.

If any mercury is spilled or released during handling, report the spill immediately by calling the DNR 24-hour Spills Hotline: (800) 934-0003. Mercury spreads quickly, and even a small spill can cause big cleanup costs in a short period of time.

Disposal: Trained professionals and specific equipment are needed for safe removal of mercury from ampoules and devices. Mercury must be transported by a licensed hazardous waste transporter to a mercury facility to be recycled or reclaimed.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► PCBs (polychlorinated biphenyls)

Handling practices: The EPA recommends that caulk containing PCBs be removed during planned renovations and repairs (when replacing windows, doors, roofs, ventilation, etc.). It is important to ensure that PCBs are not released into the air during renovation or repair of affected buildings.

Oils with PCB content greater than 50 ppm are prohibited from being mixed with other materials to reduce the PCB content.

Disposal: PCBs must be transported either by your company, a licensed hazardous waste transporter or a full-service contractor. PCBs and PCB-containing wastes must be taken to a licensed disposal facility or directly to a licensed incineration facility. Arrangements for accepting PCBs must be made with these facilities ahead of time.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

5 STEP 5. Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.

As materials are removed from the project site, ask your contractors for disposal receipts to document the disposal or recycling of your wastes. This is an important step in protecting your company. If materials are illegally dumped, the DNR will investigate to determine where the materials came from. Part of the investigation process would be to identify projects in the area that may have been the source of the illegally dumped materials. Receipts show that your project wastes were disposed of appropriately and protect you from liability issues and fines and/or forfeitures.

► DEMOLITION AND RENOVATION WASTE

Disposal options for demolition and renovation wastes depend on the type of waste and, in some cases, the amount generated. Solid wastes such as trash, painted wood, and fiberglass insulation can be disposed of at solid waste transfer stations and landfills, including construction and demolition landfills.

If demolition wastes are going to a construction and demolition landfill, all non-building components, such as books, furniture and trash must be removed before you begin demolition (note that most of these non-building components can be reused or recycled). Non-building components may stay in the building if the demolition waste is going to a municipal solid waste landfill. Check with local landfills prior to demolition to determine how to manage your wastes.

Demolition debris may be taken to a construction and demolition recycling facility if all asbestos materials and other harmful materials have been removed prior to demolition or renovation.

To find a list of these facilities licensed in Wisconsin, go to dnr.wi.gov and search "licensed waste haulers and facilities."

Once the harmful materials have been removed from the project site and the notification to DNR is submitted with the appropriate dates of demolition, demolition may begin. This includes first removing materials for reuse or recycling. If all harmful materials, including all types of asbestos, have been removed from the building or structure before demolition, the resulting debris may be taken to a construction and demolition recycling facility.

Asbestos

- DNR asbestos program requirements: dnr.wi.gov, search "asbestos"
- DHS Wisconsin Asbestos Program: www.dhs.wi.gov/asbestos/
- DHS-certified asbestos companies: at the link above, look for "certified company" in the left-hand margin

Brownfields

- DNR brownfields redevelopment: dnr.wi.gov, search "brownfield"

CFCs and halons

- DNR refrigerant recovery program: dnr.wi.gov, search "refrigerants"

Demolition debris, waste, transporters, landfills and other licensed facilities

- DNR demolition, construction & renovation information: dnr.wi.gov, search "demolition"
- DNR waste and materials management: dnr.wi.gov, search "waste"
- DNR list of licensed haulers and facilities: dnr.wi.gov, search "licensed waste haulers and facilities"
- Contact the DNR: 608-266-2111 or DNRWasteMaterials@wisconsin.gov

Hazardous and universal wastes

- DNR hazardous waste information: dnr.wi.gov, search "hazardous waste"
- "Is Your Waste Hazardous?" (DNR publication WA-1152): <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf>
- Handling and disposal of hazardous wastes – "Pilot Project for Management of Contractor Generated Hazardous Waste" (DNR publication WA-654): <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>
- Wisconsin Administrative Code chapter NR 673 – Universal Waste Management Standards: http://docs.legis.wisconsin.gov/code/admin_code/nr/600/673/

Lead

- DHS Lead-Safe Wisconsin: www.dhs.wi.gov/lead/
- DHS-certified lead companies: at the link above, look for "certified company" in the left-hand margin
- DNR Application for Low Hazard Waste Exemption for Reuse of Concrete Coated with Lead-Bearing Paint – Form 4400-274 (R 2/12) <http://dnr.wi.gov/files/pdf/forms/4400/4400-274.pdf>

Mercury

- EPA information on mercury: www.epa.gov/hg/consumer.htm

PCBs

- EPA information on PCBs: www.epa.gov/wastes/hazard/tsd/pcbs/
- Wisconsin Administrative Code chapter NR 157 – Management of PCBs and Products containing PCBs: docs.legis.wisconsin.gov/code/admin_code/nr/100/157/

Reuse & recycling

- DNR recycling program: dnr.wi.gov, search "recycling"
- WasteCapDIRECT – a centralized, online directory of construction and demolition recycling processors, haulers and end markets: www.wastecap.org
- Wisconsin Recycling Markets Directory: www.wisconsinrecyclingdirectory.com

Storage tanks

- Department of Safety and Professional Services storage tank database: <http://dsps.wi.gov/online-services/storage-tanks>

Wisconsin Administrative Code

- Wisconsin Legislative Documents: <http://docs.legis.wisconsin.gov>

WISCONSIN DNR



Wisconsin Department of Natural Resources Waste & Materials Management Program

PO Box 7921

Madison, WI 53707

(608) 266-2111

DNRWasteMaterials@wisconsin.gov

Publication WA-651

Revised July 2014

The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, audio tape, etc.) upon request. Please call (608) 266-2111 for more information.



STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual

receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

CITY OF SHEBOYGAN
Bid # 2080-25
Razing of Former Senior Activity
Center

BID Submission Form

TO: City of Sheboygan

Bids Due Tuesday September 30, 2025 at 1:00 pm

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Sheboygan Senior Activity Center, 428 Wisconsin Avenue and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 18,000 square foot structure and detached two car garage including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Site fencing, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

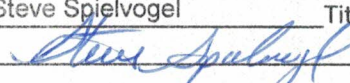
\$ 97,950.00

Because Topsoil Seed and Mulch will not be able to be placed until Spring of 2026 we have included in the base bid above the cost of \$ 27,570.00 however this amount will not be invoiced until final completion of the placement of topsoil seed and Mulch.

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ 5% Bid Bond which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about November, 1, 2025 following City approvals, contract signing and bonding.

Company Name Spielvogel & Sons Exc. Inc.
 Address 1810 N 44th Street City Sheboygan State WI Zip 53083
 Phone 920-458-1512 Fax 920-458-5232 Email sspiel@excel.net
 Name Steve Spielvogel Title President
 Signed  Date 9/25/2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Spielvogel & Sons Exc., Inc.
1810 N 44th Street
Sheboygan, WI 53083

OWNER:

(Name, legal status and address)

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

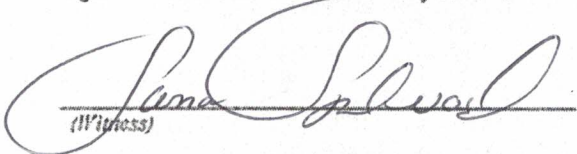
Bid # 2080-25 - Building Razing - Former Senior Activity Center - Sheboygan, WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of September, 2025


(Witness)


(Witness)

Spielvogel & Sons Exc., Inc.

(Principal)

(Seal)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) James I. Moore

Attorney-in-Fact

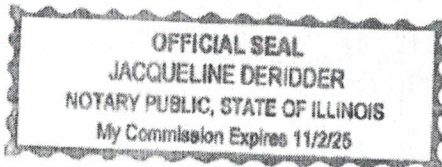


State of Illinois
 County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jacqueline DeRidder Notary Public of DuPage County, in the State of Illinois,
 do hereby certify that James I. Moore Attorney-in-Fact, of the Old Republic Surety
 Company who is personally known to me to be the same person whose
 name is subscribed to the foregoing instrument, appeared before me this day in person, and
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
 Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
 said County, this 30th day of September, 2025.



Notary Public

Jacqueline DeRidder

My Commission expires:

November 2, 2025



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Spielvogel & Sons Exc., Inc.

Obligee: City of Sheboygan

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 30th day of September, 2025

Karen J. Haffner
Assistant Secretary

**CITY OF SHEBOYGAN
RESOLUTION 109-25-26**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.

WHEREAS, the City of Sheboygan owns the buildings and real property located at 821 Broughton Drive, including the marina and associated upland facilities; and

WHEREAS, the City desires to complete a comprehensive architectural and engineering process for the design and construction of a new marina including several buildings and associated improvements to Harbor Centre Marina based on a previously commissioned master plan (the “Services”); and

WHEREAS, the City issued Request for Proposals #2078-25 to obtain proposals from qualified providers of marina architecture and engineering services; and

WHEREAS, upon review, City staff has determined that the Edgewater Resources, LLC proposal is the most responsive and responsible proposal for the Services; and

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Edgewater Resources, LLC of Madison, Wisconsin for the Services in an amount not to exceed \$3,290,000.00 on a form approved by the City Administrator and the City Attorney based upon the City’s standard contract for engineering projects.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 421660-631100 (TID 21 Fund - Buildings) in payment of same.

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 110-25-26**

BY ALDERPERSONS RUST AND DEKKER.

OCTOBER 14, 2025.

A RESOLUTION establishing the 2026 Budget appropriations and the 2025 Tax Levy for use during the calendar year.

WHEREAS, Section 2-867 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year; and

WHEREAS, the Common Council committees have duly considered and discussed a budget for 2025 as proposed by the City Administrator; and

WHEREAS, a public hearing on the budget will be held on October 14, 2025 as required; and

WHEREAS, the 2026 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the following are hereby adopted as set forth in the attachment and established in the budget document by the Common Council of the City of Sheboygan:

Budgeted revenue estimates and expenditure appropriations for the year 2026 for the City's General Fund; Special Revenue - MEG Unit, Tourism, Senior Services, Library, Community Development Block Grant, Affordable Housing, Redevelopment Authority, Special Assessment; Debt Service – G.O. Debt Service; Capital Improvement Funds – Capital Fund, Industrial Park Fund, TID 16, TID 17, TID 18, TID 19, TID 20, TID 21, TID 22, TID 23, TID 24, TID 25; Proprietary Funds – Wastewater, Refuse, Marina/Boat Facilities, Parking Utility, Transit; Internal Service Funds - Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology, Motor Vehicle; and Fiduciary Fund – Cemetery Perpetual Care

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2026 Budget is \$30,129,824.

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

2026 PROPOSED BUDGET SUMMARY (UPDATED 10-13-2025)

	General	Special	Debt	Capital	Fiduciary	Proprietary	2026	2025	2024	2023	
	Fund	Revenue	Service	Improvement	Funds	Funds*	Proposed*	Estimated*	Actual*	Actual	
Revenue											Revenue
Taxes and Special Assessments	\$19,303,794	\$5,696,662	\$5,796,558	\$4,786,110	\$690,000	\$984,633	\$37,257,757	\$37,335,569	\$33,435,765	\$32,794,239	Taxes
Intergovernmental Revenue	\$18,311,645	\$1,544,049	\$0	\$838,262	\$21,350	\$12,634,803	\$33,350,109	\$36,395,054	\$26,526,399	\$27,448,472	Intergovernmental Revenue
Licenses and Permits	\$1,420,024	\$0	\$0	\$0	\$0	\$700	\$1,420,724	\$1,424,554	\$1,091,982	\$1,108,562	Licenses and Permits
Fines and Forfeitures	\$1,075,500	\$7,000	\$0	\$0	\$0	\$2,500	\$1,085,000	\$899,702	\$1,148,788	\$941,034	Fines and Forfeitures
Public Charges for Services	\$3,476,426	\$213,600	\$0	\$26,524	\$15,000	\$13,492,213	\$17,223,763	\$16,119,365	\$16,550,080	\$16,696,108	Charges for Services
Intergovernmental Charges for Services	\$701,541	\$0	\$0	\$0	\$12,844,295	\$24,000	\$13,569,836	\$12,586,956	\$11,926,613	\$11,665,331	Intergovernmental Charges for Services
Miscellaneous Revenue	\$584,597	\$636,050	\$26,827	\$35,080	\$185,917	\$263,104	\$1,731,575	\$4,590,385	\$6,273,395	\$5,717,086	Miscellaneous Revenue
Other Financing Sources	\$7,200,173	\$5,000	\$0	\$53,073,830	\$1,396,034	\$28,004,311	\$89,679,348	\$43,538,746	\$30,165,065	\$10,831,075	Other Financing Sources
Total Revenue	\$52,073,700	\$8,102,361	\$5,823,385	\$58,759,806	\$15,152,596	\$55,406,264	\$195,318,112	\$152,890,331	\$127,118,087	\$107,201,907	Total Revenue
Expenditures											Expenditures
General Government	\$7,277,488	\$200,000	\$0	\$1,396,034	\$10,875,796	\$0	\$19,749,318	\$25,112,397	\$22,263,523	\$21,082,367	General Government
Public Safety	\$27,786,464	\$54,463	\$0	\$29,715,272	\$0	\$0	\$57,556,199	\$29,469,409	\$27,577,139	\$23,523,682	Public Safety
Public Works	\$7,545,369	\$0	\$0	\$9,070,816	\$4,361,300	\$63,058,374	\$84,035,859	\$44,309,596	\$27,898,183	\$30,022,153	Public Works
Health and Human Services	\$303,107	\$0	\$0	\$0	\$0	\$0	\$303,107	\$263,240	\$234,267	\$252,303	Health and Human Services
Culture and Recreation	\$2,458,470	\$7,169,460	\$0	\$735,800	\$0	\$0	\$10,363,730	\$10,369,038	\$10,580,248	\$9,444,063	Culture and Recreation
Conservation and Development	\$1,001,073	\$1,553,736	\$0	\$19,377,150	\$0	\$0	\$21,931,959	\$21,692,459	\$11,296,404	\$9,764,656	Conservation and Development
Transfers and other expenses	\$6,214,729	\$0	\$5,823,385	\$0	\$15,500	\$0	\$12,053,614	\$5,355,160	\$4,949,718	\$4,624,797	Transfers and other expenses
Total Expenditures	\$52,586,700	\$8,977,659	\$5,823,385	\$60,295,072	\$15,252,596	\$63,058,374	\$205,993,786	\$136,571,299	\$104,799,482	\$98,714,021	Total Expenditures
Excess of revenues over (under) expenditures	-\$513,000	-\$875,298	\$0	-\$1,535,266	-\$100,000	-\$7,652,110	-\$10,675,674	\$16,319,032	\$22,318,605	\$8,487,886	Excess of revenues over (under) expenditures
Net Property Tax Required	\$17,850,086	\$3,469,772	\$5,796,558	\$2,028,775	\$0	\$984,633	\$30,129,824	\$29,381,887	\$27,128,455	\$26,496,702	Net Property Tax Required
Assessed Valuation							\$4,820,232,964	\$4,436,606,525	\$3,973,505,063	\$3,316,368,035	Assessed Valuation (Excluding TID)
ASSESSED TAX RATE							6.2507	6.6226	6.8273	7.9897	ESTIMATED ASSESSED TAX RATE
Equalized Valuation*							\$4,971,814,900	\$4,564,705,800	\$4,089,066,700	\$3,578,184,300	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.060	6.437	6.634	7.405	EQUALIZED TAX RATE

To: Common Council

From: Administrator Casey Bradley and Finance Director Kaitlyn Krueger

RE: 2026 Proposed Budget (Update 10/13/2025)

As previously discussed during the first Committee of the Whole meeting on September 15th, there were quite a few items still outstanding for budget compilation. The following list details the major items that have been adjusted from the preliminary budget to the proposed budget.

Health/Dental Insurance Rates

The insurance rates have been finalized based on guidance from the City's insurance broker, USI, for 2026. The final 2026 rate increase for health insurance is 9.20% and dental insurance is 13.87%. All budgets with health insurance or dental insurance lines have been adjusted accordingly.

General Fund

Property Tax Levy **Budget Impact: \$42,493**

Account #: 101-411100

The tax levy that was previously allocated to the Transit Fund in place of CDBG grant funding has been reallocated to the General Fund budget for balancing purposes.

Interfund Transfers In **Budget Impact: \$25,000**

Account #: 101-492000

The Wastewater Utility is charged an internal transfer fee for the support that is received from the General Fund on an annual basis. This amount has remained the same since 2010. This adjustment matches the facility cost that is currently being charged to the Motor Vehicle Department of \$125,000 in consideration for the overhead amounts for staffing and vehicle storage.

Department of Transportation – Highway/Road Aids **Budget Impact: -\$345,410**

Account #: 101-435310 & 101-435360

The notices from the Department of Transportation were received shortly after the preliminary budget was published. There was a decrease in the anticipated amount of Connecting Highway and State Transportation Aids.

CVMIC Grant**Budget Impact: -\$3,000**

Account #: 101-437005

Due to population fluctuating below 50,000 residents, the City has been changed from a large municipality to medium-sized municipality at CVMIC. This results in a decrease in the safety grant from \$10,000 to \$7,000.

Parks – Utilities**Budget Impact: -\$26,425**

Account #: 101520-555100

Adjustment made due to the historical trends that have been recognized of the actual usage of utilities within the Parks facilities.

Streets Maintenance – Street Maintenance & Repair**Budget Impact: - \$194,000**

Account #: 101331-553100

To better account for projects meeting the capital asset definition, the costs associated with resurfacing projects meeting the capitalization threshold have been moved to the Capital Fund. This had resulted in a duplicate amount in the General Fund. These projects remain budgeted within the Capital plan and are anticipated to be completed during 2026.

During the September Committee of the Whole meeting, the list of projects was discussed. For clarity, the following projects are anticipated to be completed in-house during next year's road program:

- Mehrtens Avenue (N 15th to End)
- Prospect Avenue (N 2nd to N 3rd)
- Lake Court (2nd to Barrett)
- North Point Drive / North Point Court
- 15 various pavement repair projects

Public Works Staffing Adjustment**Budget Impact: Dept Specific**

Various Salary/Benefit Lines (Org Codes 101310, 101331, 101520 & 101695)

Adjustments to positions primarily based on Bold Path study.

Ambulance Revenue**Budget Impact: \$82,474**

Account #: 101-462300

The City will be receiving an annual amount from the Federal government to offset some of the costs associated with Medicare trips. This is an estimate of the additional revenue that will be recognized, not previously accounted for in the budget.

Transit Fund

Move Revenue from Tax Levy to CDBG Grant **Budget Impact: \$0**

Account #: 651-411100 & 651-433300

This is a net neutral change on the expense side of the Transit Fund. When the budget was originally being prepared, there was a cut to the Federal CBDG spending. This change decreased the Property Tax Levy line and increased the HUD Subsidy line by the same amount of \$42,493. The available property tax levy was reallocated to the General Fund for balancing.

TID Funds

TID Tax Increment **Budget Impact: TID Specific**

Account #: Object Code 411200

All TID funds were updated to reflect the anticipated increment collected with the estimated assessed tax rate and assessment valuations.

Removal of Land Purchase (TID 18) **Budget Impact: \$4,000,000**

Account #: 418660-621100

The City does not anticipate the need for the land purchase in TID 18 in 2026. The expense and associated debt proceeds have been removed.

Removal of Site Clean-Up Costs (TID 21) **Budget Impact: \$2,500,000**

Account # 421660-531100

The City anticipates finishing the Mayline site clean-up during 2025 and the line item was previously carried forward to 2026 budget.

Outstanding Budget Items

The following items are still outstanding as of the finalization of this memo:

- 1) Finalization of Wastewater User Fees and budget
- 2) State– Department of Revenue release of Manufacturing assessed values

Estimated Tax Rate

The tax levy for 2026 increases by \$747,937 or 2.55% compared to 2025. The estimated tax rate is expected to decrease by 5.62% to \$6.2507 per \$1,000 of value. Of this amount, the net new construction attributes to 1.07% of the allowable increase ([DOR 2025 Net New Construction](#)).

2026 PROPOSED BUDGET SUMMARY (UPDATED 10-10-2025)

	General	Special	Debt	Capital	Fiduciary	Proprietary	2026	2025	2024	2023	
	Fund	Revenue	Service	Improvement	Funds	Funds*	Proposed*	Estimated*	Actual*	Actual	
Revenue											Revenue
Taxes and Special Assessments	\$19,261,301	\$5,696,662	\$5,796,558	\$4,786,110	\$690,000	\$1,027,126	\$37,257,757	\$37,335,569	\$33,435,765	\$32,794,239	Taxes
Intergovernmental Revenue	\$18,161,645	\$1,544,049	\$0	\$838,262	\$12,865,645	\$12,592,310	\$46,001,911	\$36,395,054	\$26,526,399	\$27,448,472	Intergovernmental Revenue
Licenses and Permits	\$1,420,024	\$0	\$0	\$0	\$0	\$700	\$1,420,724	\$1,424,554	\$1,091,982	\$1,108,562	Licenses and Permits
Fines and Forfeitures	\$1,075,500	\$7,000	\$0	\$0	\$0	\$2,500	\$1,085,000	\$899,702	\$1,148,788	\$941,034	Fines and Forfeitures
Public Charges for Services	\$3,393,952	\$213,600	\$0	\$26,524	\$15,000	\$13,492,213	\$17,141,289	\$16,119,365	\$16,550,080	\$16,696,108	Charges for Services
Intergovernmental Charges for Services	\$701,541	\$0	\$0	\$0	\$0	\$24,000	\$725,541	\$12,586,956	\$11,926,613	\$11,665,331	Intergovernmental Charges for Services
Miscellaneous Revenue	\$584,597	\$636,050	\$26,827	\$35,080	\$185,917	\$263,104	\$1,731,575	\$4,590,385	\$6,273,395	\$5,717,086	Miscellaneous Revenue
Other Financing Sources	\$7,175,173	\$5,000	\$0	\$53,073,830	\$1,396,034	\$28,004,311	\$89,654,348	\$43,538,746	\$30,165,065	\$10,831,075	Other Financing Sources
Total Revenue	\$51,773,733	\$8,102,361	\$5,823,385	\$58,759,806	\$15,152,596	\$55,406,264	\$195,018,145	\$152,890,331	\$127,118,087	\$107,201,907	Total Revenue
Expenditures											Expenditures
General Government	\$7,277,488	\$200,000	\$0	\$1,396,034	\$10,875,796	\$0	\$19,749,318	\$25,112,397	\$22,263,523	\$21,082,367	General Government
Public Safety	\$27,486,497	\$54,463	\$0	\$29,715,272	\$0	\$0	\$57,256,232	\$29,469,409	\$27,577,139	\$23,523,682	Public Safety
Public Works	\$7,545,369	\$0	\$0	\$9,070,816	\$4,361,300	\$63,064,370	\$84,041,855	\$44,309,596	\$27,898,183	\$30,022,153	Public Works
Health and Human Services	\$303,107	\$7,169,460	\$0	\$0	\$0	\$0	\$7,472,567	\$263,240	\$234,267	\$252,303	Health and Human Services
Culture and Recreation	\$2,458,470	\$0	\$0	\$735,800	\$0	\$0	\$3,194,270	\$10,369,038	\$10,580,248	\$9,444,063	Culture and Recreation
Conservation and Development	\$1,001,073	\$1,553,736	\$0	\$19,304,161	\$0	\$0	\$21,858,970	\$21,692,459	\$11,296,404	\$9,764,656	Conservation and Development
Transfers and other expenses	\$6,214,729	\$0	\$5,823,385	\$0	\$15,500	\$0	\$12,053,614	\$5,355,160	\$4,949,718	\$4,624,797	Transfers and other expenses
Total Expenditures	\$52,286,733	\$8,977,659	\$5,823,385	\$60,222,083	\$15,252,596	\$63,064,370	\$205,626,826	\$136,571,299	\$104,799,482	\$98,714,021	Total Expenditures
Excess of revenues over (under) expenditures	-\$513,000	-\$875,298	\$0	-\$1,462,277	-\$100,000	-\$7,658,106	-\$10,608,681	\$16,319,032	\$22,318,605	\$8,487,886	Excess of revenues over (under) expenditures
Net Property Tax Required	\$17,807,593	\$3,469,772	\$5,796,558	\$2,028,775	\$0	\$1,027,126	\$30,129,824	\$29,381,887	\$27,128,455	\$26,496,702	Net Property Tax Required
Assessed Valuation							\$4,820,232,964	\$4,436,606,525	\$3,973,505,063	\$3,316,368,035	Assessed Valuation (Excluding TID)
ASSESSED TAX RATE							6.2507	6.6226	6.8273	7.9897	ESTIMATED ASSESSED TAX RATE
Equalized Valuation*							\$4,971,814,900	\$4,564,705,800	\$4,089,066,700	\$3,578,184,300	Equalized Valuation (Excluding TID)
EQUALIZED TAX RATE							6.060	6.437	6.634	7.405	EQUALIZED TAX RATE

**CITY OF SHEBOYGAN
ORDINANCE 18-25-26**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 13, 2025.

AN ORDINANCE amending section 2-3(a)(4) of the Sheboygan Municipal Code so as to add an additional ADA Coordinator.

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

SECTION 1: **AMENDMENT** “Sec 2-3 Nondiscrimination” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-3 Nondiscrimination

(a) Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities.

- (1) *Policy.* It is the policy of the City of Sheboygan that no qualified person with a disability shall, on the basis of such disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or being operated by the City of Sheboygan. It is the intention of the City of Sheboygan to impose upon City facilities and upon recipients of City financial assistance, nondiscrimination requirements that are consistent with the applicable nondiscrimination requirements imposed upon the City by the Americans With Disabilities Act ("ADA") of 1990, ADA Amendments Act of 2008, and Rehabilitation Act of 1973, and other applicable federal laws, and by applicable state regulations including Wis. Stat. §§ 106.50, 106.52, and 111.31, and any successor provisions of state and federal law.
- (2) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City facilities means all property owned or leased by the City, all operations of City departments and divisions, and all services rendered by the City for the welfare of its inhabitants, except that it does not include City employment.

City financial assistance means any grant, cooperative agreement, loan, contract (other than a public works contract, a supply procurement contract, a contract of insurance or guaranty or a collective bargaining agreement) or any

other arrangement by which the City provides or otherwise makes available assistance in the form of City funds and/or personnel services.

Disability means, with respect to a person, a physical or mental impairment which substantially limits one or more of the person's major life activities, a record of impairment, or being perceived as having an impairment.

Grantee means any public or private agency, institution, organization, or other entity or any person to which financial assistance is extended directly or indirectly by the City.

Protected person means any individual intended to be protected from violations of prohibited discrimination under this section.

Public place of accommodation or amusement shall be defined as set forth in Wis. Stat. § 106.52.

Qualified person with a disability means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

(3) *Prohibitions.*

- a. No qualified person with a disability shall be denied the benefits of, be excluded from participation in, or be otherwise discriminated against by any program or activity receiving financial assistance or operated by the City, solely because of disability.
- b. No qualified person with a disability shall be subject to discrimination in employment by the City or any Grantee solely on the basis of disability.
- c. Grantees shall not participate in contractual or other relationships that have the effect of subjecting qualified disabled applicants or employees to discrimination.

(4) *Designation of ADA Coordinator.* The following positions shall serve as the City's ADA Coordinators. Individuals holding such positions shall possess demonstrated experience in the promotion of civil rights and equal opportunities for all persons; shall perform duties and exercise authority in accordance with City ordinances and State and Federal statutes; and shall coordinate the City's efforts to comply with anti-discrimination regulations with the appropriate City personnel. Individuals holding such positions shall confer with the City's human resources department, legal counsel, and/or the City Administrator in the execution of their duties.

- a. The City Clerk shall serve as ADA Coordinator for public meetings

and hearings.

- b. The Facilities Director shall serve as ADA Coordinator for all City buildings.
- c. The City Engineer shall serve as ADA Coordinator for City infrastructure within the rights-of-way, parks, and trails.
- d. The Transit Director shall serve as ADA Coordinator for Sheboygan Metro Transit.
- e. The Library Director shall serve as ADA Coordinator for Mead Public Library.
- f. The Human Resources Director shall serve as ADA Coordinator for employment.
- g. In all other cases, the City Administrator and/or City Attorney shall serve as ADA Coordinator.

(5) *Grievance Procedures.*

- a. *Complaint.* Any person who believes that they have been discriminated against in violation of this ordinance may file a complaint with the appropriate ADA Coordinator as set forth in this section. Alternatively, such complaint may be filed with the City Administrator or City Attorney. The complaint should be submitted by the grievant and/or his/her designee as soon as possible following the alleged violation but no later than sixty (60) calendar days after the alleged violation. The complaint shall be in writing and provide as much information as possible about the alleged discrimination including, but not limited to, the name, address, and contact information of the complainant, the location, date and description of the problem, and any relevant facts or witnesses. Upon the complainant providing notice to the ADA Coordinator, alternative means of filing a complaint will be made available to individuals with disabilities who require such an alternative.
- b. *Investigation.* The ADA Coordinator will timely review the grievance and investigate or cause to be investigated the claims made in the grievance. Such investigation may involve obtaining additional information from the complainant and other identified witnesses. After the investigation, the ADA Coordinator will provide written notice to the complainant detailing the outcome of the grievance, explaining the findings and any actions taken as a result.
- c. *Appeals.* If the complainant or designees believe that the response by the ADA Coordinator or designee does not satisfactorily resolve the issue, the complainant or designee may appeal the decision to the City Administrator or his designee, within fifteen (15) calendar days after receipt of the decisions.
- d. *Retention of grievance.* All written complaints made under this policy, appeals of the same, and responses from the City, will be retained by the City of Sheboygan for a period of three (3) years.

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 19-25-26**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 13, 2025.

AN ORDINANCE amending section 54-338 of the Sheboygan Municipal Code with regard to the insurance requirement for disposal of hauled wastewater.

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

SECTION 1: **AMENDMENT** “Sec 54-338 Disposal Of Hauled Wastewater” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 54-338 Disposal Of Hauled Wastewater

- (a) *Permit.* No person in the business of gathering and disposing of hauled wastewater shall transfer such material into any disposal area unless a permit for disposal has first been obtained from the city approving authority. Permits shall be nontransferable. A permit may be obtained upon payment of a fee of \$100.00 per calendar year. The time and place of disposal will be designated by the city approving authority. The city approving authority may impose such conditions as it deems necessary on any permit granted.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Hauled wastewater means and includes, but is not limited to, septic tank sludge and holding tank sewage.

- (c) *Insurance; indemnification of city.* Any person or party disposing of hauled wastewater shall agree to carry ~~public~~ liability insurance in an amount not less than \$1,000,000.00~~\$100,000.00~~ per occurrence to protect any and all persons or property from injury and damage caused in any way or manner by an act or the failure to act by any of their employees. The person shall furnish a certificate certifying such insurance will be in full force and effect. Any person disposing of such waste shall agree to indemnify and hold harmless the city from any and all liability and claims for damages arising out of or resulting from work and labor performed.
- (d) *Restrictions on materials discharged to treatment system.* All materials disposed of into the treatment system shall be of domestic origin or compatible pollutants only, and such person shall agree that they will comply with the provisions of any and all

applicable ordinances of the city and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or inflammable liquids or other deleterious substances into any manhole or allow any earth, sand or other solid material to pass into any part of the wastewater collection and treatment facilities.

- (e) *Disposal of materials at sewage treatment plant.* Prior to the disposal of nondomestic wastes to the wastewater collection and treatment facilities by any person holding a permit for disposal of hauled wastewater, such industrial waste shall be tested as determined by the wastewater treatment plant superintendent.
- (f) *Acceptance of hauled wastewater.* Acceptance of hauled wastewater under this article shall be subject to existing treatment capacity. If sludge storage is unavailable or operational treatment problems prevent handling of hauled wastewater, the superintendent of the wastewater treatment plant may refuse acceptance of such waste.

(Code 1975, § 34.5-67; Code 1997, § 122-340; Ord. No. 104-97-98, § 8, 12-15-1997)

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 20-25-26**

BY ALDERPERSONS RUST AND LA FAVE.

OCTOBER 13, 2025.

AN ORDINANCE amending section 2-839 of the Sheboygan Municipal Code so as to reflect current procedures and to allow the issuance of permits to support lead service lateral replacement projects.

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

SECTION 1: **AMENDMENT** “Sec 2-839 Payments For Licenses, Permits; Appeal; Interpretive Rules” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 2-839 Payments For Licenses, Permits; Appeal; Interpretive Rules

- (a) The applicant shall make all payments for licenses and permits issued by the city clerk's office directly to the ~~city clerk's office~~ ~~finance director/treasurer~~.
- (b) The payment of all personal property taxes, special assessments, special charges, taxes imposed pursuant to chapter 50, all forfeitures or judgments resulting from conviction for violation of any provision of this Code and all other judgments due and owing from the applicant to the city at the time of the application for any license or permit provided for in this Code and any of such relating to the property or business previously licensed if the new license is granted consequent or conditionally upon the sale or transfer of the business or stock in trade or furnishings or equipment of the premises or of the ownership or control of a corporation is a condition precedent to the granting of such license or permit, except as provided in this section.
- (c) A person denied a license or permit by the operation of this section may request a review of the denial to the city attorney by filing, in writing, a request for a review setting forth the grounds for the review. The city clerk shall grant the permit, notwithstanding the terms of this section, if the city attorney determines that:
 - (1) The license or permit applied for is required by the city in order to perform a task that the applicant has been lawfully ordered to perform by the city or another governmental unit, or which failure to perform is a violation of an ordinance or statute;
 - (2) The applicant shows financial inability to pay the full amount owed to the city;
 - (3) The applicant acknowledges the debt owed to the city and enters into a payment plan agreeable to both parties; and
 - (4) The granting of the license or permit would be in the best interests of the city.

- (d) Except as otherwise provided in this section, the clerk shall issue no license or permit until ~~the finance director/treasurer~~it has been certified on the application that all required payments have been made. Any license or permit issued improperly is null and void.
- (e) Notwithstanding the foregoing, permits to support lead service lateral replacement projects may be issued despite moneys owed upon petition to the Building Inspection Division by the Sheboygan Water Utility.

(Code 1975, § 2-4(a); Code 1997, § 2-872; Ord. No. 55-04-05, § 1, 2-21-2005)

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
RESOLUTION 99-25-26**

BY ALDERPERSONS DEKKER AND PERRELLA.

OCTOBER 6, 2025.

A RESOLUTION combining the End Park and North Railway Neighborhood Associations.

WHEREAS, the City of Sheboygan recognizes the importance of developing and maintaining healthy neighborhoods throughout the community, values citizen involvement, and wishes to reach out to all segments of the community by supporting the creation and maintenance of effective neighborhood associations; and

WHEREAS, the End Park Neighborhood Association was organized by the neighborhood residents in 2019 and officially recognized by the City of Sheboygan via Res. No. 53-19-20 adopted August 5, 2019; and

WHEREAS, to date the North Railway Neighborhood Association has not been officially recognized by the City of Sheboygan; and

WHEREAS, residents of the adjacent Associations desire to combine into a single Association serving the residents of the City of Sheboygan in the neighborhood bounded by North 8th Street to the east, Geele Avenue to the south, North 17th Street to the west, and North Avenue to the north; and

WHEREAS, the End Park-North Railway Neighborhood Association shall be a member of the Mayor's Neighborhood Leadership Cabinet and shall be eligible to apply for grant funds through grant programs offered by the Mayor's Neighborhood Leadership Cabinet.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan officially recognizes the End Park-North Railway Neighborhood Association and pledges its support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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